# TOWN OF MIAMI LAKES, FLORIDA

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# AGENDA Regular Council Meeting October 2, 2018 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:

Public Safety Committee Report

10. CONSENT CALENDAR:

- A. Approval of Minutes
  - September 4, 2018 1st Budget Hearing Minutes
  - September 4, 2018 Regular Council Meeting Minutes
  - September 18, 2018 Special Call Meeting Minutes
  - September 18, 2018 2nd Budget Hearing Minutes
  - September 18, 2018 Workshop on Sober Homes Minutes
- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2018-41, WINDMILL GATE ROAD IMPROVEMENT PROJECT TO METRO EXPRESS, INC. IN AN AMOUNT NOT TO EXCEED \$116,000; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)
- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2018-38, MAMI LAKEWAY SOUTH RESURFACING PROJECT TO H&R PAVING, INC. IN AN AMOUNT NOT TO EXCEED \$200,000; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)
- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2018-40, REPAIR OF SIDEWALK TRIP HAZARDS TO FLORIDA SIDEWALK SOLUTIONS, LLC IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)
- E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR RFP 2018-35, INFORMATION TECHNOLOGY SERVICES TO LANSIGHT TECHNOLOGY, LLC IN AN AMOUNT NOT TO EXCEED \$745,000.00; 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. (Rey)
- 11. ORDINANCES-FIRST READING:

- A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO PERMITTED ROOFING TYPES FOR SINGLE-FAMILY AND TWO-FAMILY BUILDINGS; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE VI, "SUPPLEMENTARY REGULATIONS", AT SECTION 13-1608, RENAMING IT "SINGLE-FAMILY AND TWO-FAMILY ROOF REGULATIONS," AND PERMITTING STANDING METAL SEAM ROOFING; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Cid)
- B. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ZONING; AMENDING CHAPTER 13, LAND DEVELOPMENT CODE, AT ARTICLE V, SECTION 13-1507, ENTITLED "DECKS AND WALKWAYS," PERMITTING A DECK TO BE LOCATED WITHIN THE REQUIRED STREET SIDE YARD SETBACK OF CORNER LOTS FOR PROPERTIES ZONED RU-1Z; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Rey)
- C. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES. FLORIDA. RELATING TO COMMUNITY RESIDENCES: AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE VI, "ZONING DISTRICT REGULATIONS", PROVIDING FOR FINDINGS OF FACT. INTENT AND PURPOSE: PROVIDING DEFINITIONS FOR TERMS; PROVIDING MINIMUM HOUSING STANDARDS: ALLOWING COMMUNITY HOMES IN ALL RESIDENTIAL DISTRICTS: PROVIDING FOR REGISTRATION OF COMMUNITY HOMES: PROVIDING FOR RENEWAL AS WELL AS TERMINATION OF REGISTRATIONS: PROVIDING FOR CERTIFICATION OR LICENSING **REQUIREMENTS: PROVIDING FOR COMPLIANCE BY EXISTING BUT** UNREGISTERED COMMUNITY RESIDENCES: PROVIDING FOR APPLICATION REQUIREMENTS: PROVIDING FOR DISTANCE SEPARATION: PROVIDING FOR REASONABLE ACCOMMODATIONS: **PROVIDING FOR CONDITIONAL USE PERMITS; PROVIDING FOR** REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; **PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR** AN EFFECTIVE DATE. (Cid)
- D. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ZONING; AMENDING SECTION 13-799.7, "CANNABIS DISPENSARIES, MEDICAL MARIJUANA TREATMENT FACILITIES, AND INDEPENDENT TESTING LABORATORIES"; AMENDING DEFINITIONS; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Rey)
- 12. **RESOLUTIONS**:

A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI

LAKES, FLORIDA, ADOPTING THE TOWN'S 2015-2025 STRATEGIC PLAN REVISED STRATEGIC PRIORITY, NEW GOALS AND NEW INITIATIVES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE REVISED STRATEGIC PRIORITY, NEW GOALS, AND NEW INITIATIVES UNDER THE 2015-2025 STRATEGIC PLAN; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

# 13. **NEW BUSINESS**:

- A. Renewal and Replacement Fund (Collazo)
- **B. New Manager Selection (Rodriguez)**
- C. Special Taxing Districts (Cid, Collazo)
- D. Contract Review Committee (Police Services) (Collazo)
- E. Miami Lakes Strategic Plan (Rodriguez)
- F. TOML Participatory Budgeting (Cid)
- G. Sober Homes Resolution (Cid) \*This item requires the waiver of Section 7.2 of the Special Rules of Order of the Town of Miami Lakes

# 14. MANAGER'S REPORT:

- A. Town Manager Monthly Police Activity Report
- **B. ROP Out Parcel**
- C. Bob Grahams Fields
- D. Federal Lobbying Assistance for Zip Code Issue

# 15. ATTORNEY'S REPORT:

# A. Attorney's Report

# **ADJOURNMENT:**

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

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

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



# Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Public Safety Committee

Subject: Public Safety Committee Report

Date: 10/2/2018

#### **Recommendation:**

Please see attached report

**ATTACHMENTS:** Description

**PSC Report** 

# Town of Miami Lakes Public Safety Committee Report to the Town Council October 2, 2018

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

#### **MEMBERSHIP:**

Name	Committee Position	Nominated By:
Lynn Matos	Chair	Councilwoman Marilyn Ruano
Omar Gonzalez	Vice Chair	Councilman Tim Daubert
Nancy Rogers	Secretary	Mayor Manny Cid
Carlos Duque	Member	Vice Mayor Frank Mingo
Louis Lopez	Member	Councilman Ceasar Mestre
Jorge Pena	Member	Councilman Nelson Rodriguez
Nayib Hassan	Member	Councilman Luis Collazo
Officer Juan Rodriguez	Police Department	Per Resolution
Chief Dave Downey	Fire Department	Per Resolution

# BUDGET 2017 - 2018 \*

Public Safety Appreciation Breakfast		\$1,000
C.E.R.T. Training		\$250
Educational Materials		\$750
Public Safety Identity Theft Prevention		\$600
	TOTAL	\$2,600

#### **SCHEDULED EVENTS:**

Event	Date	Budget	Attendance
CERT Training - Grant Funded	9/6 & 9/8, 9/9	\$250.	20
Public Safety Appreciation Breakfast	5/19/2018	\$1000	75-100
Identity Theft Workshop & Shred-A-Thon	4/14/18	\$600	15
Lock It or Lose It – Protect Your Home & Vehicle	Ongoing	-0-	Campaign
Stroke Awareness - Partnership w/FIU	Ongoing	-0-	Varies by event

Respectfully submitted to Council,

# Public Safety Committee

\*2018-2019 Budget was in process during the preparation of this Report. Updates will be given verbally or through printed revision.



# Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Gina M. Inguanzo, Town Clerk

Subject: Approval of Minutes

Date: 10/2/2018

#### **Recommendation:**

Approval of Minutes

- September 4, 2018 1st Budget Hearing Minutes
- September 4, 2018 Regular Council Meeting Minutes
- September 18, 2018 Special Call Meeting Minutes
- September 18, 2018 2nd Budget Hearing Minutes
- September 18, 2018 Workshop on Sober Homes Minutes

# **ATTACHMENTS:**

Description

September 4 2018 First Budget Hearing minutes September 4 2018 Regular Council Meeting minutes September 18 2018 Second Budget Hearing minutes September 18 2018 Sober Homes Workshop minutes September 18 2018 Special Call Meeting minutes

# MINUTES First Budget Hearing September 4, 2018 5:05 P.M. Government Center 6601 Main Street Miami Lakes, Florida 33014

# **1. CALL TO ORDER:**

Mayor Manny Cid called the meeting to order at 5:12 p.m.

# 2. ROLL CALL:

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers present: Tim Daubert, Cesar Mestre, Nelson Rodriguez, Marilyn Ruano, Vice Mayor Frank Mingo and Mayor Manny Cid. Councilmember Luis Collazo arrived at 5:27 p.m.

# **3. MOMENT OF SILENCE:**

Councilmember Nelson Rodriguez led the moment of silence.

# 4. PLEDGE OF ALLEGIANCE:

Councilmember Tim Daubert led the Pledge of Allegiance.

# **5. PUBLIC COMMENTS:**

Public comments were heard under the following Public Hearings.

# 6. ORDINANCES- FIRST READING (PUBLIC HEARING):

A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, ADOPTING THE MILLAGE RATE OF THE TOWN FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR DIRECTIONS TO TAX COLLECTOR; PROVIDING FOR NOTICE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Town Attorney, Lorenzo Cobiella, read the title of the ordinance for item 6A and 6B, together, into the record.

Mayor Cid opened the public hearing.

Mirtha Mendez came before the Town Council to speak on the budget.

Esther Colon came before the Town Council to speak on the budget.

Angelo Garcia came before the Town Council to speak on item 7C.

Claudia Luces came before the Town Council to speak on the budget.

Town Manager, Alex Rey, read into the record the following statement: The proposed millage rate for Fiscal Year 2018-19 is 2.3353, the same rate as the current fiscal year. The gross taxable value for operating purposes is \$3,213,878,488.00. The proposed millage rate will generate for \$7,130,200.00 in ad valorem revenue budgeted at 95% collection rate. The proposed millage rate of 2.3353 is 5.24% above the roll back rate of 2.2190, the difference between the proposed millage rate and roll back rate will be primarily used to handle increases for police contracting services, the cost of establishing the aesthetic pruning of the tree-trimming cycle prior to last year and to funnel allocation for the transfer of \$200,000 for the construction of the Optimist Park.

Councilmember Rodriguez motioned to approve the millage rate. Councilmember Mestre seconded the motion.

Vice Mayor Mingo then presented a motion requesting to see a change in the roll back rate for the difference between \$365,000 and \$227,000 which is 2.2906, presented as the new millage rate. Councilmember Collazo seconded the motion.

After some discussion, Vice Mayor Mingo amended his motion by reducing property taxes to \$69,000 bringing the new millage rate to 2.3127 which is 4.22% above the roll back rate of 2.2190. Councilmember Collazo seconded the motion. The Town Clerk called the roll and the motion passed, 6-1, with Councilmember Rodriguez in opposition.

B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING AND ADOPTING THE BUDGET FOR THE TOWN OF MIAMI LAKES FOR FISCAL YEAR 2018-19; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR THE INCORPORATION OF THE ADOPTED CAPITAL BUDGET AS THE CAPITAL IMPROVEMENT ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager, Alex Rey, recommended reducing the first line item in the budget by \$69,000 to obtain a balance which would a reduction of \$200,000.00 to \$131,000.00 available for the transfer of funds to parks capital.

Councilmember Mestre motioned to approve the recommendation. Vice Mayor Mingo seconded the motion. The Town Clerk called the roll and the motion passed, 5-2, with Mayor Cid and Councilmember Rodriguez in opposition.

Councilmember Daubert made a motion requesting that the Town Manager present alternatives for the sources of funding for the school safety and the cost of living increase for employees during the second budget hearing. Councilmember Mestre seconded the motion.

Councilmember Ruano amended Councilmember Daubert's motion directing the Town Manager to pull the \$59,000 for school security and the cost of living adjustment for employees from the \$200,000 park's capital transfer, no. Councilmember Collazo seconded the motion.

The Town Clerk called the roll on the motion amended by Councilmember Ruano and the motion failed, 2-5, with Councilmembers: Tim Daubert, Ceasar Mestre, Nelson Rodriguez, Vice Mayor Mingo and Mayor Cid in opposition.

The Town Clerk then called roll on the previous motion presented by Councilmember Daubert and all were in favor.

Councilmember Daubert motioned to approve the Budget Ordinance and Councilmember Mestre seconded the motion. The Town Clerk called the roll, and all were in favor.

# 7. ORDINANCES- SECOND READING (PUBLIC HEARING):

C. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING, ADOPTING A NON-ADVALOREM ASSESSMENT ROLL FOR SPECIAL TAXING DISTRICTS; APPROVING, ADOPTING AND RATIFYING SPECIAL ASSESSMENT DISTRICT RATES FOR SPECIAL TAXING DISTRICTS, INCLUDING BUT NOT LIMITED TO SECURITY GUARD AND MULTIPURPOSE MAINTENANCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney, Raul Gastesi, read the title of the ordinance in second reading onto the record.

Mayor Cid opened the public hearing.

Javier came before the Town Council to speak on item 7C.

Angelo Garcia came before the Town Council to speak item 7C.

Town Manager, Alex Rey, explained and answered questions posed by the Town Council.

Vice Mayor Mingo motioned to re-open public hearing. Councilmember Daubert seconded the motion and all were in favor.

Esperanza Hope Reynolds came before the Town Council to speak on item 7C.

Raul de la Sierra came before the Town Council to speak on item 7C.

Boris Foster came before the Town Council to speak on item 7C

Iliana Colombo came before the Town Council to speak on item 7C.

Mayor Cid closed the public hearing.

Councilmember Ruano motioned to approve item 7C as is. Councilmember Mestre seconded the motion. The Town Clerk called the roll and the motion passed, 5-2, with Vice Mayor Mingo and Mayor Cid in opposition.

#### **ADJOURNMENT:**

There being no further business to come before the Council, the meeting adjourned at 8:01 p.m.

Approved on this 2<sup>nd</sup> day of October 2018.

Attest:

Manny Cid, Mayor

Gina M. Inguanzo, Town Clerk

# MINUTES Regular Council Meeting September 4, 2018 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 8:01 p.m.

# 2. ROLL CALL:

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers being present: Luis Collazo, Tim Daubert, Ceasar Mestre, Nelson Rodriguez, Marilyn Ruano, Vice Mayor Frank Mingo and Mayor Manny Cid.

#### **3. MOMENT OF SILENCE:**

Nancy Zuckerman from Miami Lakes United Church of Christ led the invocation.

#### 4. PLEDGE OF ALLEGIANCE:

Councilmember Tim Daubert led the Pledge of Allegiance.

#### 5. SPECIAL PRESENTATIONS:

Rabbi Weiss explained and presented the blast of the Shofar in honor of Rosh Hashanah.

Mayor Cid recognized the Capture Miami Lakes Moment Contest winners.

Mayor Wayne Messam, Mayor of the City of Miramar, briefly spoke on the blasting concerns that have also impact the neighboring city.

#### 6. PUBLIC COMMENTS:

Kate Tobon came before the Town Council to speak in support of item 12C, Blasting Advisory Board.

Miguel Martinez came before the Town Council to speak in support of item 12C.

Jose Lorenzo came before the Town Council to speak on the FPL Undergrounding item.

During Public Comments, Councilmember Daubert motioned to move up item 14E. Councilmember Rodriguez seconded the motion, and all were in favor.

The Town Manager, Alex Rey, explained item 14E to the public. He stated that after research, there is recommendation not to proceed with the project.

Mayor Cid made a motion to agree with the Town Manager's recommendation. Vice Mayor Mingo seconded the motion. Then, Mayor Cid motioned to cease the process and look for grant opportunities. Councilmember Mestre seconded the motion, and all were in favor.

Mirta Mendez came before the Town Council to speak in favor of item 12C and 12E.

Ed Carrera came before the Town Council to speak in favor of item 12C.

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

Esther Colon came before the Town Council to speak in support of items 12C and 12E.

Dr. Dave Bennette came before the Town Council to speak in support of item 12C.

Claudia Luces came before the Town Council to speak on item 14F, requesting a transfer of funds from the Education Advisory Board of \$8,000 towards upgrading the sound system in the auditorium at Barbara Goleman Senior High School and \$2,000 to each school towards their Arts programs. She also spoke in support of item 12C.

Richard Sierra came before the Town Council to speak in support of item 12C, blasting concerns.

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

Councilmember Daubert motioned to move up 12D, Vice Mayor Mingo motioned to move up 12C. Mayor Cid motioned combined items 12C, 13A and 13B and moved up item 12B. Mayor Cid also motioned to co-sponsor items 11Ba and 11Bb, Councilmember Rodriguez motioned to co-sponsor 11Ba and 11Bb and item 12C. The entire Town Council then motioned to co-sponsor and combine items 11Ba, 11Bb and 12C for discussion. Councilmember Daubert motioned to approve the new Order of Business. Vice Mayor Mingo seconded the motion and all present were in favor.

# 8. APPOINTMENTS:

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

Kevin Corporan was appointed to the Cultural Affairs Committee, nominated by Councilmember Luis Collazo.

Omaida Bomboust was appointed to the Elderly Affairs Committee, nominated by Councilmember Luis Collazo.

Karyna Cid was appointed to the Sports Hall of Fame Committee, nominated by Councilmember Ceasar Mestre.

Hector Hanon was appointed to the Education Advisory Board, nominated by Vice Mayor Frank Mingo.

Mariam Yanes was appointed to the Planning and Zoning Board, nominated by Mayor Manny Cid.

Councilmember Rodriguez motioned to approve the appointments. Councilmember Mestre seconded the motion and all present were in favor.

#### 9. COMMITTEE REPORTS:

Councilmember Mestre motioned to waive Section 7.2 of the Special Rules of Order. Vice Mayor Mingo seconded the motion and all present were in favor.

Michael Huffaker, Chairman of the Economic Development Committee, presented the committee's semi-annual report.

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

Councilmember Collazo motioned to approve the items under the Consent Calendar. Councilmember Daubert seconded the motion and all present were in favor.

A. Approval of Minutes

- July 10, 2018 2<sup>nd</sup> Budget Workshop Minutes
- July 17, 2018 Regular Council Meeting Minutes
- July 19, 2018 School Safety Workshop Minutes
- August 14, 2018 Special Call Meeting Minutes
- August 21, 2018 Third Budget Workshop Minutes

Approved on Consent.

B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PUBLIC ART CONCEPT SUBMITTED BY RAFAEL CONSUEGRA AND SELECTED BY MIAMI-DADE COUNTY'S CULTURAL AFFAIRS DEPARTMENT PROFESSIONAL ADVISORY COMMITTEE; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR THE CONSTRUCTION AND DESIGN OF ARTWORK WITH RAFAEL CONSUEGRA; AUTHORIZING THE TOWN MANAGER TO EXPEND CAPITAL BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PURCHASE OF LPR CAMERAS AND TRAILERS; AUTHORIZING THE TOWN MANAGER TO PIGGYBACK US COMMUNITIES CONTRACT 4400006645 WITH UNICOM GOVERNMENT, INC. PURSUANT TO SECTION 7 OF ORDINANCE 17-203 (THE TOWN'S PROCUREMENT ORDINANCE) IN AN AMOUNT NOT TO EXCEED \$675,000.00; 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 INITIATE PURCHASES UNDER THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE COMMITTEE'S RECOMMENDATION TO AWARD RFP 2018 – 19 TO BANK UNITED, INC.; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

# **11. RESOLUTIONS:**

A. A THE RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, WAIVING SECTION 5 OF TOWN ORDINANCE 17-203; APPROVING THE AWARD OF A CONTRACT FOR AN UPGRADE TO TRACKIT 9 TO SUPERION, LLC IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember Collazo motioned to approve item 11A. Councilmember Mestre seconded the motion and the motion passed, 6-0, with Councilmember Ruano absent.

B. A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE A FUNDING AGREEMENT BETWEEN THE

GRAHAM COMPANIES, INC. AND THE TOWN OF MIAMI LAKES FOR THE NW 67TH AVENUE WIDENING PROJECT; 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.

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

Mayor Cid motioned to approve the resolution under item 11Ba. Councilmember Daubert seconded the motion and all were in favor.

**B.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE A FUNDING AGREEMENT BETWEEN THE GRAHAM COMPANIES, INC. AND THE TOWN OF MIAMI LAKES FOR THE NW 154TH STREET ADAPTIVE SIGNALIZATION PROJECT; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITION 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.

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

Mayor Cid motioned to approve the resolution under item 11Bb. Councilmember Daubert seconded the motion and all were in favor.

C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, CREATING ROYAL OAKS SECTION 1 ADVISORY COMMITTEE; PROVIDING FOR BOARD MEMBERSHIP; CREATING PURPOSE OF COMMITTEE; PROVIDING FOR MEETING REQUIREMENTS AND PROVIDING WITH AN EFFECTIVE DATE.

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

Town Manager, Alex Rey, explained item 11C to the Town Council.

Councilmember Mestre motioned to approve item 11C. Councilmember Daubert seconded the motion.

After some discussion, the Town Manager withdrew item 11C for discussion during the upcoming Regular Council Meeting in October.

#### **12. NEW BUSINESS:**

A. Broadband Internet at Town Hall (Rodriguez)

Councilmember Rodriguez made a motion directing the Town Manager to research into bringing broadband internet to Town Hall. Councilmember Collazo seconded the motion and all present were in favor.

B. Meet & Greet for Town Manager Finalists (Cid)

Mayor Cid motioned that a Meet & Greet be coordinated, by Miami Lakes resident Louise Harms, for the finalists of the Town Manager position sometime between October 1<sup>st</sup> and November 6<sup>th</sup>, 2018. Councilmember Mestre seconded the motion, and all were in favor.

C. Blasting Advisory Board (Ruano, Mingo, Collazo)

Councilmember Ruano made a motion stated as follows: requesting that the Town Council consider supporting the creation of a Blasting Advisory Board to allow residents to be active participants in the solution by providing constructive solutions that the Town Council can explore; This advisory board could potentially collaborate with other blasting committee's in neighboring municipalities. Councilmember Ruano also asked that the blasting committee's lifespan be of six months for the time being and extended, if necessary. Vice Mayor Mingo seconded the motion, and all were in favor.

Alejandro Casas, chairman of the Blasting Citizen Advisory Committee in the City of Miramar, and committee member John Tobon came before the Town Council to inform the Town Council of the committee's objectives and current work.

Joshua Dieguez and Kate Tabon, Committee Members of the Legislative Task Force, also presented to the Town Council their work to alleviate blasting concerns.

As part of the motion, the Town Council also agreed on a 14-person committee, Vice Mayor Mingo also added that an attorney and engineer participate as advisors or non-voting members. Mayor Cid also appointed Councilmember Marilyn Ruano and Vice Mayor Mingo to alternate in attending the Blasting Committee meetings.

D. Garden Club Blue Star Donation (Daubert)

Councilmember Daubert motioned to accept a donation and approve the installation of a memorial from the Garden Club honoring the Blue Star families in Miami Lakes. Councilmember Collazo seconded the motion and all present were in favor.

E. Change to the Council Meeting Agenda (Ruano)

Councilmember Ruano made a motion to change the order of Public Comments to after the Order of Business. Councilmember Daubert seconded the motion and all present were in favor.

# **13. MAYOR AND COUNCILMEMBER REPORTS:**

- A. Legislative Blasting Study (Cid) This item was discussed along with items 12C and 13B under 12C.
- B. City of Miramar Blasting Citizen Advisory Committee (Cid) This item was discussed along with items 12C and 13A under 12C.

C. Mayor's Gala "Casino Night' (Ruano)

Councilmember Ruano reported on the upcoming Mayor's Gala on Saturday, September 29<sup>th</sup>, 2018 which will raise funds to support the Special Needs community in Miami Lakes.

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

A. November Council Meeting Date

Town Manager, Alex Rey, reported that the upcoming November Council Meeting date falls on November 4<sup>th</sup>, 2018 which is election day. He recommended moving the meeting to Tuesday, November 13<sup>th</sup>, 2018.

Councilmember Rodriguez motioned to move forward with the Manager's recommendation. Councilmember Collazo seconded the motion and all present were in favor.

B. Candidate Forum

Town Manager, Alex Rey, reported and recommended Mr. Ambrosio Hernandez, a local resident and Channel 23 reporter, as the moderator for the upcoming Candidate Forum. Councilmember Rodriguez motioned to approve Mr. Fernandez as the moderator. Vice Mayor Mingo seconded the motion and all present were in favor.

C. Artificial Turf

Jeremy Bajdaun, Park & Athletics Manager, presented a report on the artificial turf concept for the Royal Oaks Park.

- D. Town Manager Monthly Police Activity Report Miami Lakes Police Commander, Javier Ruiz, presented his monthly police activity report to the Town Council.
- E. FPL Utility Undergrounding Workshop This item was moved up and discussed under Public Comments.
- F. Education Advisory Board Request

Town Manager, Alex Rey, reported on the Committee's funds request. Councilmember Mestre motioned to approve the Education Advisory Board's request. Councilmember Ruano seconded the motion and the motion failed, 2-5, with Councilmembers: Luis Collazo, Tim Daubert, Nelson Rodriguez, Vice Mayor Mingo, and Mayor Manny Cid in opposition.

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

A. Attorney's Report on Pending Litigation

Town Attorney, Raul Gastesi, reported that he will be requesting for an Executive Session to discuss alternatives to generate additional revenues for the Town in the former Mayor Pizzi's item. He also stated that Mr. Valiente's matter is moving forward and being handled by the insurance carriers. His last report was regarding the concerns of residents of the current Sober Home on the West side of Miami Lakes.

# **ADJOURNMENT:**

There being no further business to come before the Town Council, the meeting adjourned at 11:15 p.m.

Approved on this 2<sup>nd</sup> day of October 2018.

Attest:

Manny Cid, Mayor

Gina Inguanzo, Town Clerk

# MINUTES Second Budget Hearing September 18, 2018 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 6:35 p.m.

# 2. ROLL CALL:

The Deputy Town Clerk, Nicole Cuellar, called the roll with the following Councilmembers present: Luis, Tim Daubert, Cesar Mestre, Vice Mayor Frank Mingo and Mayor Manny Cid. Councilmember Nelson Rodriguez and Marilyn Ruano arrived moments later.

# **3. MOMENT OF SILENCE:**

Councilmember Luis Collazo led the invocation.

# 4. PLEDGE OF ALLEGIANCE:

Vice Mayor Frank Mingo led the Pledge of Allegiance.

# **5. PUBLIC COMMENTS:**

Public comments were heard under the following Public Hearings.

# 6. ORDINANCES- SECOND READING (PUBLIC HEARING):

A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, ADOPTING THE MILLAGE RATE OF THE TOWN FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR DIRECTIONS TO TAX COLLECTOR; PROVIDING FOR NOTICE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney, Raul Gastesi, read the titles of Ordinances 6A and 6B into the record.

Mayor Cid opened the public hearing.

James Hamilton came before the Town Council to speak in favor of funding parks.

Michael Huffaker came before the Town Council to speak on behalf of the Economic Development Committee's request for authorization \$3,000 for additional marketing materials,

contributing \$1,000 to the Veteran Committee's 5K run, and dedicate \$5,000 to the upcoming Chamber of Commerce Business Expo.

Juan Carlos Fernandez came before the Town Council to speak on the budget.

Esther Colon came before the Town Council to speak on the budget.

Claudia Luces came before the Town Council to speak on behalf of the Education Advisory Board, requesting from the Council to consider moving forward the carry over of \$12,000 and the budget.

Nancy Rogers came before the Town Council to speak on the budget on behalf of the Public Safety Committee.

Neil Robinson came before the Town Council to speak on the budget on behalf of the Cultural Affairs Committee.

Nayib Hassan came before the Town Council to speak on the budget on behalf of the Veteran's Committee.

Dennis Brenes came before the Town Council to speak on the Optimist Park.

Mirtha Mendez came before the Town Council to speak on the budget.

Lynn Matos came before the Town Council to speak on the budget and parks.

Angelo Garcia came before the Town Council to speak on his concerns of traffic in his area.

Mayor Cid closed the public hearing.

Town Manager, Alex Rey, read the following statement onto the record: The proposed millage rate for the Town of Miami Lakes for Fiscal Year 2018-2019 is 2.3127, this rate was reduced from 2.3353 to 2.317 during the First Budget Hearing held on September 4th, 2018. The gross taxable value for operating purposes is \$3,213,878,488.00. The proposed millage rate will generate \$7,061,200.00 in Ad Valorem revenue at the 95% collection rate. The proposed mileage rate presented of 2.3127 is 4.22% above the roll back rate of 2.2190.

The Manager also explained changes made to budget line items based on the first budget hearing that occurred on September 4, 2018 and answered questions posed by the Town Council.

Councilmember Daubert motioned to approve the millage, item 6A and Councilmember Rodriguez seconded the motion.

The Town Manager, Alex Rey, then re-stated the adoption of the proposed millage. The Town Clerk called the roll and the motion to adopt the millage rate passed unanimously.

B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING AND ADOPTING THE BUDGET FOR THE TOWN OF MIAMI LAKES FOR FISCAL YEAR 2018-19; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR THE INCORPORATION OF THE ADOPTED CAPITAL BUDGET AS THE CAPITAL IMPROVEMENT ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Rodriguez motioned for discussion. Vice Mayor Mingo seconded the motion.

Vice Mayor Mingo motioned to eliminate the budget line item of \$2.6M with the recommendations given by the Town Manager. Councilmember Mestre seconded the motion.

The Manager then recommended to zero-out the Airnasium amount of \$500,000 and reduce the Miami Lakes Optimist Park Master Plan amount from \$2,659,398 to \$553,735 which will rebalance the capital budget account.

The Town Clerk called the roll for Vice Mayor Mingo's motion and the motion passed, 4-3, with Councilmembers Tim Daubert, Nelson Rodriguez and Mayor Cid in opposition.

Councilmember Ruano motioned to include the roll over amount of \$24,000 for the Education Advisory Board, the Economic Development Committee, Veteran's Committee and Elderly Affairs Committee. Councilmember Daubert and Councilmember Collazo seconded the motion simultaneously.

The Town Clerk called the roll on the motion provided by Councilmember Ruano and the motion passed unanimously.

#### **ADJOURNMENT:**

There being no further business to come before the Council, the meeting adjourned at 8:34 p.m.

Approved on this 2<sup>nd</sup> day of October 2018.

Attest:

Manny Cid, Mayor

Gina M. Inguanzo, Town Clerk

# MINUTES Sober Homes Workshop September 18, 2018 7:30 P.M. Government Center 6601 Main Street Miami Lakes, Florida 33014

#### 1. Call to Order:

Meeting began at 8:48 p.m.

Present at the meeting were Councilmembers; Luis Collazo, Tim Daubert, Ceasar Mestre, Marilyn Ruano, Nelson Rodriguez, Vice Mayor Frank Mingo and Mayor Manny Cid.

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

Councilmember Nelson Rodriguez led the Pledge of Allegiance and the Moment of Silence.

#### 3. Public Comments:

Edelmiro Garcia came before the Town Council to voice his concern on the sober home located at 8821.

Mary Benalges came before the Town Council to voice her concern on the sober home located at 8821.

Angelo Garcia came before the Town Council to voice his concern on the sober home located at 8821.

# 4. Items Discussed:

#### A. Sober Homes

Assistant Town Attorney, Lorenzo Cobiella, explained and presented the legalities of sober homes in the area.

Principal Town Planner, Susana Alonso, provided a PowerPoint Presentation to the Town Council and residents regarding their concerns on residential sober homes.

# 5. Actions to be Taken:

- A Police Officer will patrol and monitor the area for the time being.
- The Town Council gave direction to the Town Manager to have staff draft an Ordinance presented at the next LPA meeting to further discuss sober homes.

# Adjournment:

This workshop was adjourned at 10:28 p.m.

Approved on this 2<sup>nd</sup> day of October 2018.

Manny Cid, Mayor

Attest:

Gina M. Inguanzo, Town Clerk

# MINUTES Special Call Meeting September 18, 2018 5:00 P.M. Council Chambers 6601 Main Street Miami Lakes, Florida 33014

# 1. CALL TO ORDER:

Mayor Manny Cid called the meeting to order at 5:07 p.m.

# 2. ROLL CALL:

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers present: Luis Collazo, Tim Daubert, Nelson Rodriguez and Marilyn Ruano, Vice Mayor Frank Mingo, and Mayor Manny Cid. Councilmember Ceasar Mestre joined the meeting at 5:11 p.m. and Councilmember Luis Collazo joined the meeting at 5:18 p.m.

# **3. PLEDGE OF ALLEGIANCE:**

Councilmember Tim Daubert led the Pledge of Allegiance.

# 4. MOMENT OF SILENCE:

Councilmember Tim Daubert led the moment of silence.

# 5. PUBLIC COMMENTS:

There were no public comments.

# 6. ITEMS FOR DISCUSSION:

A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, CREATING BLASTING ADVISORY BOARD PROVIDING FOR BOARD MEMBERSHIP; CREATING PURPOSE OF BOARD; PROVIDING FOR MEETING REQUIREMENTS; PROVIDING FOR SUNSET; AND PROVIDING WITH AN EFFECTIVE DATE.

Assistant Town Attorney, Lorenzo Cobiella, read the title of the resolution onto the record.

Councilmember Ruano motioned to approve item 6A. Vice Mayor Mingo seconded the motion and the motion passed, 6-0, with Councilmember Collazo absent.

B. Attorney's Report on Eminent Domain

Assistant Town Attorney, Lorenzo Cobiella, briefly presented item 6B to the Town Council regarding the 59<sup>th</sup> Avenue connectivity objective. He explained that at this time, there is a structure that may impede the full connectivity process of 59<sup>th</sup> Avenue which may require the Town to move forward in a necessary eminent domain process. As a resource, the Town will need support from an attorney that specializes in eminent domain work. Mr. Cobiella recommended moving forward with the firm Lydeker Diaz and Attorney Mark Emanuele for an hourly rate of \$350.

Councilmember Rodriguez motioned to move forward with the Attorney's recommendations. Councilmember Daubert seconded the motion. Councilmember Rodriguez later withdrew his motion.

Vice Mayor Mingo motioned to move forward with a \$3,500 cap for litigation fees and bring Plan B forward to the Council as an option. Councilmember Collazo seconded the motion. The Town Clerk called the roll and the motion passed, 6-0, with Mayor Cid recused.

# **ADJOURMENT:**

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

Approved this 2<sup>nd</sup> day of October 2018.

Manny Cid, Mayor

Attest:

Gina Inguanzo, Town Clerk



# Town of Miami Lakes Memorandum

To:	Honorable Mayor and Councilmembers
From:	Alex Rey, Town Manager
Subject:	Authorization to Award a Contract to Metro Express, Inc. for ITB 2018-41 Windmill
	Gate Road Improvements Project
Date:	10/2/2018

#### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to execute a contract with Metro Express, Inc. ("Metro"), the lowest responsive and responsible bidder, for the Windmill Gate Road Improvement Project in an amount not to exceed \$116,000. This amount includes Metro's bid amount of \$105,452.48 and a contingency of \$10,547.52, approximately 10%, for unforeseen circumstances. Construction is anticipated to be completed within seventy-five (75) days after contract execution. The amount of \$190,000 is budgeted in the fiscal year 2018-2019 Capital Projects Fund for this project.

#### **Background:**

The Windmill Gate Road Improvement Project is aimed at increasing mobility and alleviating traffic on Windmill Gate Road from NW 67th Ave and Fox Den Court. The work includes road widening, asphalt overlay, curb, signage and pavement markings, and other roadway improvements as shown on the construction drawings.

The Town issued Invitation to Bid ("ITB") 2018-38 for the Windmill Gate Road Improvement Project on August 17, 2018. The ITB was posted to DemandStar, Miami Daily Business Review, and Public Purchase, and the and posted in the Government Center Lobby. To qualify for award, prospective Bidders were required to:

1. Possess a current General Contractor license issued by the State of Florida or a Miami-Dade County Certificate of Competency as a General Engineering Contractor;

2. Possess a minimum of five (5) years of experience under its current business name in construction of roadway/horizontal projects involving public right-of-way arms;

3. Provide at least three (3) verifiable client references for successful completion of projects within the last five (5) years with a similar scope and value in which the bidder served as the primary contractor and self-performed at least thirty percent (30%) of the physical labor construction work; and

4. All these projects must have been performed for local government, County, and/or State agency.

On the date of the bid opening, September 17, 2018, we received two (2) Bids from the following Bidders:

1. Metro Express, Inc. ("Metro") - \$105,452.48

2. Williams Paving, Co., Inc. ("Williams") - \$110,349.94

Procurement reviewed the bids for responsiveness and found that Metro, the lowest bidder, submitted a responsive bid. Procurement's due diligence review did not reveal any material defects in the bid, nor in Metro's qualifications. Metro has been in business for 21 years, is licensed to do the work, and provided three positive references for projects completed for other local government agencies. Procurement did not find any issues that would indicate that Metro was incapable of performing the work.

Metro has a long-standing history with the Town and is currently under contract to provide miscellaneous roadway and drainage repair services. Metro also recently completed the Town's NW 82nd Avenue and Oak Lane Reconfiguration and Hutchinson Road & Drainage Improvements projects. The Town has not had any performance issues with Metro on either of those contracts.

Based on Procurement's review of the bid submittals, we have determined that Metro Express, Inc. is the lowest responsive and responsible bidder and their bid prices are fair and reasonable. As such, it is recommended that the Town Council authorize the Town Manager to execute a contract in the amount of \$116,000 to Metro Express, Inc.

#### **ATTACHMENTS:**

Description **Resolution** 

#### RESOLUTION NO. 18-\_\_\_\_

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2018-41, WINDMILL GATE ROAD IMPROVEMENT PROJECT TO METRO EXPRESS, INC. IN AN AMOUNT NOT TO EXCEED \$116,000; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, in accordance with Section 5 of Town Ordinance 17-203, the Town issued an Invitation to Bid ("ITB") No. 2018-41 on August 17, 2018, for Windmill Gate Road Improvement Project; and

WHEREAS, the ITB was properly advertised in the Miami Daily Business Review,

posted on the Town Website, Demand Star, and Public Purchase, and noticed in the Town Hall

Lobby; and

WHEREAS, the Town received two (2) bids by the bid deadline from Metro Express,

Inc., and Williams Paving, Co., Inc.; and

**WHEREAS,** based on due diligence, Procurement determined that Metro Express, Inc. was the lowest responsive and responsible bidder; and

**WHEREAS**, Procurement recommended awarding a contract to Metro Express, Inc. in the amount of one hundred sixteen thousand dollars (\$116,000), which includes Metro Express

Page 2 of 5 Resolution No.\_\_\_\_

Inc.'s bid amount of one hundred five thousand, four hundred fifty-two dollars and forty-eight cents (\$105,452.48) plus a contingency amount of ten thousand five hundred forty-seven dollars and fifty two cents (\$10,547.52); and

WHEREAS, the Town Manager concurred with Procurement's recommendation and recommended the Town Council authorize the award of a contract to Metro Express, Inc. in an amount not to exceed \$116,000 for ITB 2018-41 Windmill Gate Road Improvement Project; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with Metro Express, Inc. for the Windmill Gate Road Improvement Project in an amount not to exceed \$116,000.

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

Section 1. <u>Recitals</u>. The foregoing Recitals are true and correct and incorporated herein by this reference.

<u>Section 2.</u> <u>Approval of the Contract.</u> The Town Council hereby approves the award of a contract to Metro Express, Inc. in substantially the form attached hereto as Exhibit "A" for the construction of the Windmill Gate Road Improvement Project in an amount not to exceed \$116,000 (hereinafter referred to as "Contract").

<u>Section 3.</u> <u>Authorization of Town Officials.</u> 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.

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

Page **3** of **5** Resolution No.\_\_\_\_

Section 5. Execution of the Contract. The Town Manager is authorized to execute the Contract with Metro Express, Inc. in an amount not to exceed \$116,000 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.

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Page 4 of 5 Resolution No.\_\_\_\_

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 Frank Mingo Councilmember Luis Collazo \_\_\_\_\_ Councilmember Timothy Daubert \_\_\_\_\_ Councilmember Ceasar Mestre \_\_\_\_\_ Councilmember Nelson 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 Page **5** of **5** Resolution No.\_\_\_\_

# **EXHIBIT** A

Agreement between the Town of Miami Lakes and **Metro Express, Inc.** for Windmill Gate Road Improvement Project, ITB 2018-41

# **INVITATION TO BID**

# Windmill Gate Road Improvement Project

ITB No. 2018-41



The Town of Miami Lakes Council:

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

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

Date Advertised	August 17, 2018
Non-Mandatory Pre-Bid Conference	10:00 AM, September 5, 2018
Bids Due	11:00 AM September 17, 2018

# Windmill Gate Road Improvement Project

# ITB 2018-41

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# SECTION A. NOTICE TO BIDDERS

ITB Name:	Windmill Gate Road Improvement Project
ITB No.:	2018-41
Non-Mandatory Pre-Bid Conference:	10:00AM EST, September 5, 2018
Bids Due:	11:00AM EST, September 17, 2018

## Solicitation Overview:

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's Windmill Gate Improvement Project. ("Project"). The Town is seeking an experienced and licensed contractor with the right combination of price, qualifications, and experience who can bring this Project in on time, within budget and according to the plans and specifications.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive <u>must</u> be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00AM on September 17, 2018**, at which time the Bids will be opened.

A Non-Mandatory, Pre-Bid Conference is scheduled for 10:00AM, September 5, 2018, in the Community Conference Room at the Government Center, 6601 Main Street, Miami Lakes, FL 33014. It is strongly recommended that potential Bidders attend this meeting. The meeting space has limited capacity, so we request that no more than two representatives from any one company attend the meeting.

## Project Overview:

The Town is looking to widen and resurface a new portion of roadway on Windmill Gate Road from NW 67<sup>th</sup> Avenue to Fox Den Court. This Project will greatly improve the flow of traffic on Windmill Gate Road, which currently backs up on to NW 67<sup>th</sup> Avenue at certain times throughout the day.

## **General Instructions:**

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

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

## Minimum Requirements to Submit a Response:

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

- 1. Possess a current General Contractor license issued by the State of Florida or a Miami-Dade County Certificate of Competency as a General Engineering Contractor; and
- 2. Possess a minimum of five (5) years of experience under its current business name in construction of roadway/horizontal projects involving public right-of-way arms; and
- 3. Must provide at least three (3) verifiable client references for successful completion of projects within the last five (5) years with a similar scope and value in which the bidder served as the primary contractor and self-performed at least thirty percent (30%) of the physical labor construction work.
- 4. All these projects must have been performed for local government, County, and/or State agency.

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

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted. Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

# **SECTION B. INSTRUCTIONS TO BIDDERS**

## **B1 DEFINITION OF TERMS**

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

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

## **B2 BID PROCESS**

## B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

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

submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in <u>blue ink</u> by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

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

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

#### B2.02 PREPARATION OF BID

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

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

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

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

#### B2.03 ESTIMATED QUANTITIES

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

## B2.04 LINE ITEM QUANTITIES

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

## B2.05 ADDITIONAL LINE ITEM PRICING

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

## B2.06 BID PREPARATION COSTS AND RELATED COSTS

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

## B2.07 PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held in the Community Conference Room at the Government Center, 6601 Main Street, Miami Lakes, FL 33014 at 10:00 AM, on September 5, 2018.

#### B2.08 QUALIFICATION OF BIDDERS

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

#### B2.09 EXAMINATION OF CONTRACT DOCUMENTS

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

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

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

## B2.10 INTERPRETATIONS AND CLARIFICATIONS

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

#### B2.11 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.

## B2.12 ACCEPTANCE OR REJECTION OF BIDS

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

## (i) Unbalanced Bids

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

## B2.13 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.

## B2.14 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).

## B2.15 LOCAL PREFERENCE

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at <u>http://www.miamilakes-fl.gov</u>.

## B2.16 TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

## B2.17 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.

## B2.18 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 <u>http://www.miamilakes-fl.gov</u>.

## 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).

#### B2.20 PERFORMANCE & PAYMENT BONDS

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, submit a performance and payment bond ("Bond") using the attached Performance Bond forms in the amount of 100% of the project cost. The Bond will guarantee the completion of the Work covered by the Contract Documents as well as the payment of all suppliers, Subcontractors, and the Contractor's workforce. The Bond(s) shall not contain a provision allowing the Surety(ies) to cancel the Bonds prior to the completion of the Contract, including the option to renew years.

The Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as a surety.

## **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<sub>7</sub> 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 firm or in which a be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

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

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

#### B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or

contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

#### B3.04 PUBLIC RECORDS AFFIDAVIT

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

#### B3.05 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

## **END OF SECTION**

# **SECTION C. GENERAL TERMS & CONDITIONS**

## **C1 GENERAL REQUIREMENTS**

#### C1.01 GENERALLY

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

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

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

## C1.02 RULES AND REGULATIONS

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

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

## C1.03 HOURS FOR PERFORMING WORK

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

## C1.04 SUBCONTRACTORS

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

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

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

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

## C1.05 CONSULTANT SERVICES

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

#### C1.06 AUTHORITY OF THE PROJECT MANAGER

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

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

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

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

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

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

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

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

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

## C1.07 INDEPENDENT CONTRACTOR

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

## C1.08 THIRD-PARTY BENEFICIARIES

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

## C1.09 ASSIGNMENT OR SALE OF CONTRACT

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

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

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

## C1.10 TIME FOR COMPLETION

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

## C1.11 APPLICABLE LAW AND VENUE OF LITIGATION

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

## C1.12 NON-EXCLUSIVE CONTRACT

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

## C1.13 SEVERABILITY

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

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

## C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

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

## C1.15 ENTIRE AGREEMENT

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

## C1.16 INTENTION OF THE TOWN

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

## C1.17 PRIORITY OF PROVISIONS

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

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

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

- 1. Scope of Work and Specifications will govern over Plans and Drawings;
- 2. Schedules, when identified as such will govern over all other portions of the Plans;
- 3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;

- 4. Larger scale drawings will govern over smaller scale drawings;
- 5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
- 6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

#### C1.18 ROYALTIES AND PATENTS

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

#### C1.19 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

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

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

#### C1.20 VEHICLES & EQUIPMENT

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

## C1.21 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.

#### C1.22 OWNERSHIP OF THE WORK

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

#### C1.23 TOWN LICENSES, PERMITS AND FEES

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

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

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

## C1.24 TAXES

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

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

## C1.25 REMOVAL OF UNSATISFACTORY PERSONNEL

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

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

## C1.26 DEFECTIVE OR NON-COMPLIANT WORK

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

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

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

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

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

## C1.27 COMPLIANCE WITH APPLICABLE LAWS

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

## C1.28 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

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

## C1.29 NOTICES

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

#### For Town:

Mr. Alex ReyRaul GastesiTown ManagerTown AttorneyTown of Miami LakesTown of Miami Lakes6601 Main Street6601 Main StreetMiami Lakes, Florida 33014Miami Lakes, Florida 33014reya@miamilakes-fl.govrgastesi@miamilakes-fl.gov

## For Contractor:

Delio Trasobares Metro Express, Inc. 9442 NW 109 Street Medley, Florida 33178 delio@metroexpresscorp.com

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

## **C2 INDEMNITY & INSURANCE**

## C2.01 INDEMNIFICATION

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

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

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

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

## C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

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

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

## C2.03 DEFENSE OF CLAIMS

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

## C2.04 INSURANCE

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

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

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

## b. Comprehensive Business Automobile and Vehicle Liability Insurance:

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

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

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

Products and/or Completed Operations for contracts with an Aggregate Limit of One
 Million Dollars (\$1,000,000) per project. Contractor must maintain in force until at least
 three years after completion of all Work required under the Contract, coverage for
 Products and Completed Operations, including Broad Form Property Damage.

- (2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars** (\$1,000,000).
- (3rd) CGL Required Endorsements:
  - a) Employees included as insured
  - b) Contingent Liability/Independent Contractors Coverage
  - c) Contractual Liability
  - d) Waiver of Subrogation
  - e) Premises and/or Operations
  - f) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
  - g) Loading and Unloading
  - h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

## d. Certificate of Insurance

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

## e. Additional Insured

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

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

## C3 PUBLIC RECORDS

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

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting

system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

f. Public Records

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

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

## g. Retention and Transfer of Public Records

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

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

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

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

## C4.01 CHANGE ORDERS

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

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the

Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

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

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

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

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

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

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

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

## C4.02 FORCE MAJEURE

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

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

## C4.03 EXTENSION OF TIME

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

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the

Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

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

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

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

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

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

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

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

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

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

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

## C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

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

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

Failure of Contractor to comply with Article C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

## C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article C1.26 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

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

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

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

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its

representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C4.03, and Article C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

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

## C4.06 CONTINUING THE WORK

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

## C4.07 FRAUD AND MISREPRESENTATION

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

#### C4.08 STOP WORK ORDER

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

- 1. Cancel the Stop Work Order; or
- 2. Terminate the Work covered by such order as provided in Article C5.03, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project 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.

## C4.09 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is

a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

## C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

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

## C4.11 CONTRACT EXTENSION

The Town reserves the right to extend the Contract 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.

## **C5 EARLY TERMINATION & DEFAULT**

## C5.01 SET-OFFS, WITHOLDING, AND DEDUCTIONS

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

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

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

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

## C5.02 CONTRACTOR DEFAULT

a. Event of Default

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

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

## b. Notice of Default – Opportunity to Cure

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

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

## c. Termination for Default

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

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

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

## C5.03 TERMINATION FOR CONVENIENCE

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

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

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

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

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

#### C5.04 REMEDIES AVAILABLE TO THE TOWN

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

#### C5.05 FUNDS AVAILABILITY

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

## C6 PAYMENT PROCESS

#### C6.01 COMPENSATION

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

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

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

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.

#### C6.02 ESTIMATED QUANTITIES

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

## C6.03 LINE-ITEM PRICING

Line item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article B9.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

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

## C6.04 LINE-ITEM QUANTITIES

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

## C6.05 ADDITIONAL LINE ITEM PRICING

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

## C6.06 <u>REIMBURSIBLE EXPENSES</u>

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

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

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

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

## END OF SECTION

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

## D1 SCOPE OF WORK

The scope of work consists of furnishing all labor, materials, tools, equipment, machinery, and service necessary to widen and resurface a new portion of roadway on Windmill Gate Road from NW 67th Ave to Fox Den Court to include, but not limited to, road widening, asphalt overlay, curb, signage and pavement markings, and other roadway improvement as shown on the plans attached hereto as Exhibit "A." Contractor shall conduct its operations in a manner that will not impact the surrounding businesses. All entrances and exits to any surrounding business must remain open and operational during the businesses' normal operating hours.

## **D2 NIGHT WORK**

The Work may need to be performed at night or on weekends to minimize the interruption of traffic and/or Town services. For night work, the following shall apply:

- 1. Night work shall be defined as the period between 5:00 PM to 7:00 AM.
- 2. During active nighttime operations, furnish, place and maintain lighting sufficient to permit proper workmanship and inspection. Use lighting with 5 ft-cd minimum intensity. Arrange the lighting to prevent interference with traffic or produce undue glare to property owners. Operate such lighting only during active nighttime construction activities. Provide a light meter to demonstrate that the minimum light intensity is being maintained.
- 3. Lighting may be accomplished by the use of portable floodlights, standard equipment lights, existing street lights, temporary street lights, or other lighting methods approved by the Engineer. Contractor must submit a lighting plan at the Pre-construction Conference provided for under Section D5.02 for review and acceptance by the Engineer. The Engineer may require revisions to said lighting plan, in which case the Contractor must resubmit its plan containing such revisions within 48 hours of receiving the Engineer's comments. Contractor must obtain Town approval of its lighting plan prior to commencement of any night work.
- 4. Contractor must submit the lighting plan as a PDF file, in the same scale as the Contract Plans, and formatted on 11 inch by 17 inch sheets.
- 5. During active nighttime operations, furnish, place and maintain variable message signs to alert approaching motorists of lighted construction zones ahead. Operate the variable message signs only during active construction activities.
- 6. Contractor must take ownership of all lighting equipment for night work.

Any night work completed during the term of this Contract shall be compensated using Contractor's Night Work Surcharge, which is listed on the Bid Form. If Contractor chooses to perform night work for his/her own convenience, then the surcharge shall not apply.

## **D3 CONTRACT TERM**

This Agreement will be effective upon execution by both parties and will continue until the expiration of the warranties.

The Contractor shall obtain Substantial Completion of the Work within sixty (60) days of the Notice to Proceed being issued by the Town. Final Completion must obtain Final Completion within fifteen (15) days after obtaining Substantial Completion. The Contract shall remain in effect until the expiration of the Warranty period(s).

## **D4 GENERAL REQUIREMENTS**

## D4.01 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.

#### D4.02 PERFORMANCE/PAYMENT BOND

Contractor must within fourteen (14) calendar days of being notified of award, furnish a Performance/Payment containing all the provisions of the attached Performance/Payment forms.

The Performance and Payment Bonds ("Bonds") must be in the amount of one hundred percent (100%) of the Contract value guaranteeing to Town the completion and performance of the Work covered in the Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project(s).

Each Bond must continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract value, or an additional bond must be conditioned that Contractor will, upon notification by Town, correct any defective or faulty work or materials which appear within one year after Final Completion of the Project.

The Town must be listed as an Obligee.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Contractor must ensure that the bond(s) referenced above must be recorded in the public records and provide Town with evidence of such recording.

## Alternate Form of Security:

In lieu of the Bonds, Contractor may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check or an unconditional letter of credit. Such alternate forms of security will be subject to the prior approval of Town and for same purpose and will be subject to the same conditions as those applicable above and will be held by Town for one year after completion and acceptance of the Work.

#### D4.03 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.

#### D4.04 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

## D4.05 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.

#### **D5 PRELIMINARY STEPS**

#### D5.01 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.

#### D5.02 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.

#### D5.03 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 2007 or earlier unless otherwise approved by the Project Manager. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

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

#### D5.04 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.

#### D5.05 CONSTRUCTION PHOTOGRAPHS

Prior to commencement of the Work the Contractor must take digital photographs and color audiovideo 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.

#### D5.06 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.

#### D5.07 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.

#### D5.08 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.

#### D6 SITE ISSUES

#### D6.01 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.

#### D6.02 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.

#### D6.03 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.

#### D6.04 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 preexisting conditions to the satisfaction of the Project Manager.

#### D6.05 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.

#### D6.06 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.

#### D6.07 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.

#### D6.08 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.

#### D6.09 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.

#### D6.10 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.

#### D6.11 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 Devises 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.

#### (i) WORK IN STREET, HIGHWAY, & OTHER RIGHTS-OF-WAY

Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-ofway 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.

#### **D7 SAFETY ISSUES**

#### **D7.01 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.

#### D7.02 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 ensure 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.

#### D7.03 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.

#### **D8 PLANS, DOCUMENTS, & RECORDS**

#### D8.01 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, & DATA

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

#### D8.02 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.

#### D8.03 TOWN FURNISHED DRAWINGS, SUPPLEMENTAL DRAWINGS, & INSTRUCTIONS

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

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

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

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

#### D8.04 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.

#### D8.05 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.

#### **D9 CONTRACTOR RESPONSIBILITIES**

#### D9.01 LABOR & MATERIALS

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

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

#### Minimal Disturbance

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

#### D9.02 SUPERVISIONS OF THE WORK

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

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

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

#### D9.03 RELEASE OF LIENS/SUBCONTRACTOR'S STATEMENT OF SATISFACTION

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

The Contractor must, starting with the second (2nd) Invoice, provide the Project Manager completed Partial or Final Releases of Lien/Subcontractor's Statement of Satisfaction Form for the Project. As an option the Contractor may also submits a Consent of Surety if a payment bond has been provided, authorizing the release of payment by the Surety. Failure to submit such documentation will result in rejection of the Invoice. The Contractor must use the Town's forms, which are available at the hyperlink provided in Article B9.01.

Conditional Release of Liens are not accepted by the Town.

#### D9.04 PROGRESS PAYMENTS

Contractor may make application for payment for Work completed during the Project at intervals of not more than one invoice per month or upon completion and Final Acceptance of the Work. Contractor will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed. All applications shall be submitted in triplicate and the Contractor shall only use the Town's Contractor Payment Application Form or an invoice format approved by the Town. Supporting evidence to be included with any application for payment shall include, but is not limited to, an updated Project Schedule as required by Article B2.03 and a partial or final release of liens or consent of Surety relative to the Work, which is the subject of the application for payment and any other information required by the Project Manager. Each application for payment shall be submitted in duplicate for approval.

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

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

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

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

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

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

#### D9.05 <u>RETAINAGE & RELEASE</u>

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

#### D9.06 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.

#### **D10 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, the sum of twenty-five (\$25) dollars, which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Contract.

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

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

#### **D11 REQUESTS FOR INFORMATION**

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

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

#### **D12 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.

#### **D13 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.

#### **D14 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.

#### **D15 NDPES REQUIREMENTS**

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

#### SIGNATURE PAGE FOLLOWS

#### CONTRACT EXECUTION FORM

This Contract 2018-41 made this day of	f in the year in an amount not to
exceed by and betw	een the Town of Miami Lakes, Florida, hereinafter
called the "Town," and	, hereinafter called the "Contractor."
IN WITNESS WHEREOF, the parties I first above written.	have executed this Agreement as of the day and year
Attest:	TOWN OF MIAMI LAKES
Ву:	By:
Gina Inguanzo, Town Clerk	Alex Rey, Town Manager
Legal Sufficiency:	
By:	Date:
Raul Gastesi, Town Attorney	
Signed, sealed and witnessed in the presence of:	CONTRACTOR
	(Contractor's Name)
Ву:	By: Dola and
	Name: Delio A. Trasebures
	Title: President
	Date:

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

#### CORPORATE RESOLUTION

WHEREAS, _	Metro Ex	press	, Inc. desires to enter into a contract
with the Town of Mi	ami Lakes for the pi	urpose of perfe	orming the work described in the contract
to which this resolut	ion is attached; and	E.	

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 \_\_\_\_ President (type title of officer)

ello A Trasobures , 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 21 day of September, 20 18.

**Corporate Secretary** 

(Corporate Seal)

#### **EXHIBIT A - WINDMILL GATE ROAD IMPROVEMENT PLANS**

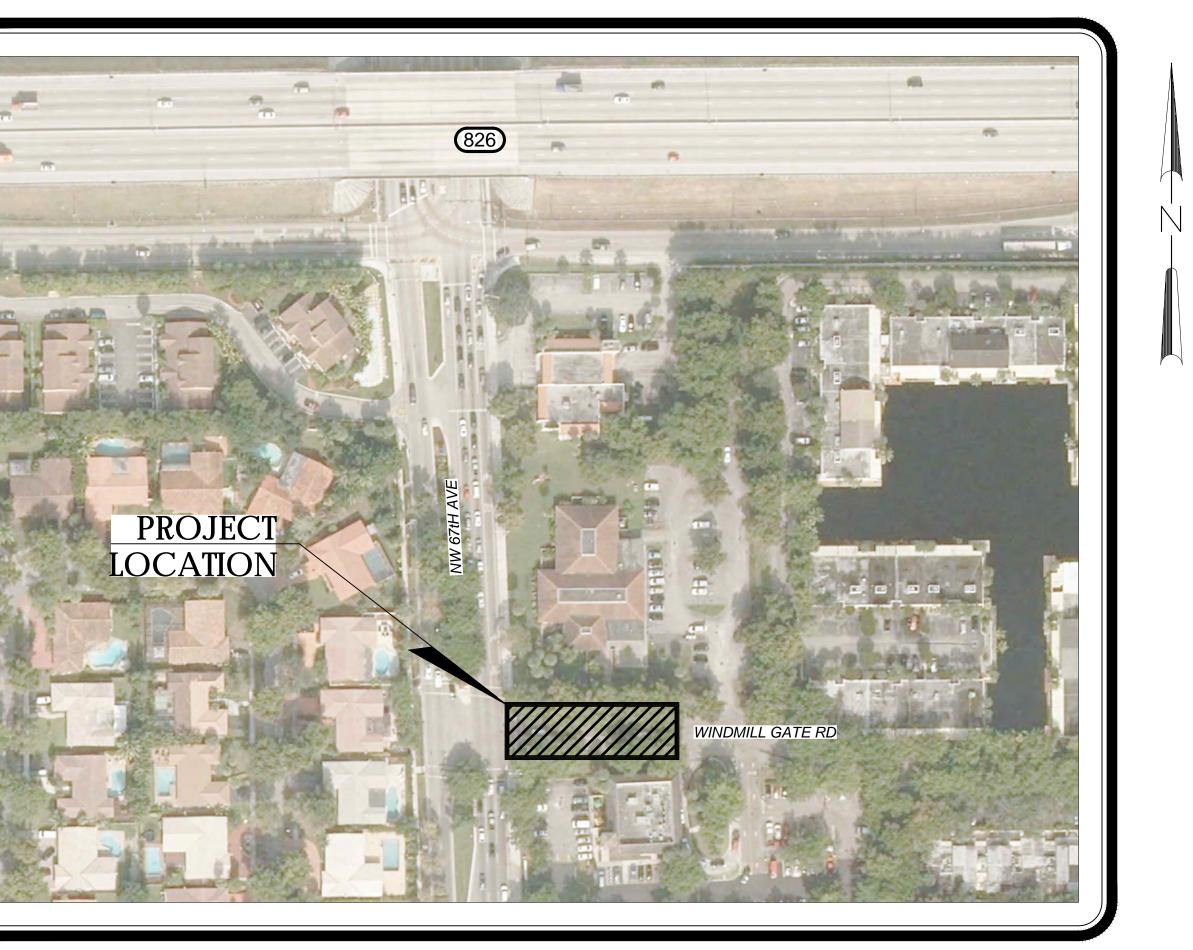


## **TOWN COUNCIL**

MANNY CID - MAYOR FRANK MINGO - VICE MAYOR LUIS COLLAZO - COUNCILMEMBER **TIM DAUBERT - COUNCILMEMBER** CEASAR MESTRE - COUNCILMEMBER **NELSON RODRIGUEZ - COUNCILMEMBER** MARILYN RUANO - COUNCILMEMBER

# WINDMILL GATE ROADWAY IMPROVEMENTS TOWN OF MIAMI LAKES, FLORIDA, 33014

## May 2018



SECTION 13, TOWNSHIP 52 S, RANGE 40 E LOCATION MAP SCALE: 1" = 100'

## SHEET LIST TABLE

SHEET TITLE

SHT #	DWG #
01	COV
02	GN-01
03	EC-01
04	<b>RPP-01</b>
05	PM-01
06	DET-01
07	<b>PPP-01</b>
08	<b>PPD-01</b>

COVER SHEET GENERAL NOTES AND SPECIFICATIONS EXISTING CONDITION AND DEMOLITION PLAN ROADWAY PLAN AND PROFILE PAVEMENT MARKING AND SIGNAGE PLAN ENGINEERING DETAILS AND SECTION STORMWATER POLLUTION PREVENTION PLAN STORMWATER POLLUTION PREVENTION DETAILS

#### LEGAL DESCRIPTION: (ACCESS AND UTILITY EASEMENT)

A PARCEL OF LAND BEING THAT PORTION OF ACCESS AND UTILITY EASEMENT AS SHOWN AS PART OF TRACT "P-55" OF MIAMI LAKES WINDMILL GATE SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE PLAT BOOK 103, PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF TRACT "A" OF MIAMI LAKES WINDMILL GATE SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THENCE NOO°00'36"WALONG THE WEST LINE OF SAID TRACT "P-55" FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEG INNING: THENCE CONTINUE NO0°00'36"WALONG THE WESTLINE OF SAID TRACT "P-55" FOR A DISTANCE OF 36.03 FEET, THENCE S87° 43'02"E ALONG THE NORTH LINE OF SAID ACCESS AND UTILITY EASEMENT FOR A DISTANCE OF 270.62 FEET TO THE EAST LINE OF SAID TRACT "P-55"; THENCE SO2°17'48"WALONG THE EASTLINE OF SAID TRACT "P-55 FOR A DISTANCE OF 53.16 FEET; THENCE N74°41'15"W FOR A DISTANCE OF 76.12 FEET; THENCE N87°43'02"WALONG A LINE 15 FEET NORTH AND PARALLEL WITH THE NORTH LINE SAID TRACT "A" AND THE SOUTH LINE OF SAID ACCESS AND CONTAINING 10,353 SQ. FT, 0.24 ACRES+/-.



2103 Coral Way, Suite 401, Miami, Florida 33145 Tel: 786.497.1500 Fax: 786.497.2300 EB 0004593

### Sunshine

Call 811 or www.sunshine811.com two ful business days before digging to have utilities located and marked. Check positive response codes before you dig!

GENERAL NOTES

1. LOCATIONS OF EXISTING UNDERGROUND UTILITIES WERE OBTAINED FROM AVAILABLE RECORDS. NEITHER THE TOWN NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR UTILITIES NOT SHOWN OR NOT LOCATED WHERE SHOWN, CONTRACTOR SHALL FIELD VERIEY THE LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES BEFORE COMMENCING CONSTRUCTION WORK. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR. CONTRACTOR SHALL ALSO PROVIDE THE ENGINEER WITH RECORD INFORMATION ON ALL FIELD VERIFICATION MEASUREMENTS AS SPECIFIED. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF OTHER UTILITIES (NOT SHOWN ON THE PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION. IF AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED CONSTRUCTION UPON EXCAVATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE TOWN SO THAT APPROPRIATE MEASURES CAN BE TAKEN.

2. CONTRACTOR IS RESPONSIBLE TO INSPECT THE SITE PRIOR TO COMMENCING WORK AND CONTACT SUNSHINE ONE CALL OF FLORIDA AT 811 LEAST 48 HOURS PRIOR TO COMMENCEMENT OF THE WORK TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES. CONTRACTOR IS TO REFER TO THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.

- 3. THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES AND OTHER PROPERTY AND SHALL BE RESPONSIBLE FOR ANY DAMAGES INCURRED DURING CONSTRUCTION AND SHALL REPAIR SAID DAMAGES AT THE CONTRACTOR EXPENSE. CONTRACTOR IS TO REFER TO THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
- 4. THE CONTRACTOR SHALL NOTIFY THE TOWN IN ADVANCE OF MAKING ANY CONNECTION TO AN ACTIVE PIPELINE OR UTILITY SYSTEM. 5. ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON NGVD 1929 DATUM.
- 6. EXISTING SECTION CORNERS AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE MAINTAINED BY THE CONTRACTOR AND/OR RESET AFTER CONSTRUCTION UNDER CERTIFICATION BY A FLORIDA REGISTERED
- 7. THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" SHALL BE USED AS THE STANDARD FOR ANY SIGNAGE AND PAVEMENT MARKING REQUIREMENTS OF THE PROJECT.
- 8. THE EXISTING ELEVATIONS SHOWN HEREIN ARE FOR THE PURPOSE OF INDICATING THE GROUND ELEVATION ONLY AT THE POSITION SHOWN AND IN NO WAY SHOULD INDICATE ELEVATION AT ANY OTHER POINT OTHER THAN THAT SHOWN.
- 9. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN ON THE PLANS ARE TAKEN FROM SURVEY INFORMATION PROVIDED BY JOHN IBARRA & ASSOCIATES, INC, SURVEY NUMBER 16-000986-1 ON THE 3/17/2016.
- 10. THE WORDS 'NEW', 'PROPOSED', 'INSTALL', 'PROVIDE', OR WORDS WITH SIMILAR MEANING, ON ANY PART OF THESE CONSTRUCTION DOCUMENTS, SHALL BE INTERPRETED, UNLESS OTHERWISE SPECIFICALLY STATED, TO MEAN 'FURNISHING AND INSTALL COMPLETE IN PLACE AND READY FOR SERVICE'.
- 11. THESE CONSTRUCTION DOCUMENTS ARE COMPLEMENTARY. WORK DEPICTED UNDER A PARTICULAR DISCIPLINE MAY TRIGGER WORK UNDER A DIFFERENT DISCIPLINE. SUCH WORK REQUIRED FOR THE INTENDED AND PROPER FUNCTION OF THE IMPROVEMENTS, SHALL BE CONSIDERED INCIDENTAL AND PART OF THE CONTRACTOR'S BID PRICE. NO ADDITIONAL PAYMENT WILL BE MADE FOR SUCH ITEMS.
- 12. CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING TREES, STRUCTURES, AND UTILITIES WHICH MAY NOT BE SHOWN ON PLANS, ANY EXISTING STRUCTURE, PAVEMENT, TREES OR OTHER EXISTING IMPROVEMENT NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARILY DAMAGED, EXPOSED OR IN ANY WAY DISTURBED BY CONSTRUCTION PERFORMED UNDER THIS CONTRACT, SHALL BE REPAIRED, PATCHED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
- 13. EXISTING GRADES WERE TAKEN FROM THE BEST AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH CURRENT SITE CONDITIONS, AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING WORK.
- 14. IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
- 15. CAST IRON PRODUCTS: HEAVY DUTY CLASSIFICATION SUITABLE FOR HIGHWAY TRAFFIC LOADS, OR 16,000 LB. WHEEL LOADS.
- 16. STEEL GRATING AND COVERS: TRAFFIC CLASSIFICATION H-20 AASHTO H20: 16,000 LBS OVER 8" X 20" AREA.
- 17. ALL STRUCTURES MUST BE CAPABLE OF SUSTAINING HEAVY TRAFFIC LOADS.
- 18. ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE RE-SODDED WITH PALMETTO ST. AUGUSTINE SOD. 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION, INSTALLATION AND MAINTENANCE OF ALL TRAFFIC CONTROL AND SAFETY DEVICES, IN ACCORDANCE WITH SPECIFICATIONS OUTLINED IN SECTION C2 AND SECTION R19 OF THE PUBLIC WORKS DEPARTMENT MANUAL. IN ADDITION, THE CONTRACTOR IS RESPONSIBLE FOR THE RESETTING OF ALL TRAFFIC CONTROL AND INFORMATION SIGNING REMOVED DURING CONSTRUCTION PERIOD.
- 20. TEMPORARY PATCH MATERIAL MUST BE ON THE JOB SITE WHENEVER PAVEMENT IS CUT, OR THE INSPECTOR WILL SHUT THE JOB DOWN.
- 21. ALL WORK TO BE IN COMPLIANCE WITH MIAMI-DADE PUBLIC WORKS DESIGN STANDARDS AND SPECIFICATIONS (LATEST VERSION), MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST VERSION), AND FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS AND SPECIFICATIONS (LATEST EDITION), AND TOWN OF MIAMI-LAKES PUBLIC WORKS DEPARTMENT STANDARDS.
- 22. CONTRACTOR IS RESPONSIBLE FOR ALL SAFETY PRECAUTIONS & OSHA COMPLIANCE. CONTRACTOR IS TO REFER TO THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS. 23. CONTRACTOR IS RESPONSIBLE FOR ALL SHOP DRAWINGS, PRODUCT DATA & SAMPLES. CONTRACTOR IS TO REFER THE CONTRACT
- DOCUMENTS FOR ADDITIONAL REQUIREMENTS. 24. CONTRACTOR SHALL COMPLY WITH THE TRENCH SAFETY ACT. SECTIONS 533.60 THROUGH 533.64 OF THE FLORIDA STATUTES. CONTRACTOR IS TO REFER TO THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
- 25. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL LAWS. CONTRACTOR IS TO REFER TO THE
- CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS. 26. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT MANAGER OF ANY CONFLICTS IN THE DRAWINGS. CONTRACTOR IS TO REFER TO THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
- 27. CONTRACTOR SHALL PERFORM TESTING REQUIRED BY THE PERMITTING ENTITIES OR THE TOWN: CONTRACTOR SHALL REFER TO THE CONTRACT DOCUMENTS FOR ADDITIONAL REQUIREMENTS.
- 28. CONTRACTOR SHALL REPAIR ANY DAMAGES TO EXISTING IRRIGATION.
- 29. THE CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC (M .O.T.) FOR ANY WORK PERFORMED ON PUBLIC RIGHT-OF-WAY. NOTIFY CITY 48 HOURS PRIOR TO BEGIN WORK. ALL M.O.T. WORK SHALL BE AS PER FDOT INDEX NO. 600S SERIES.

- 4. PROTECT EXISTING SITE IMPROVEMENTS, APPURTENANCES, AND LANDSCAPING TO REMAIN.

  - SAWING OR GRINDING, NOT HAMMERING OR CHOPPING. TEMPORARILY COVER OPENINGS TO REMAIN.
  - POWER-DRIVEN MASONRY SAW OR HAND TOOLS; DO NOT USE POWER-DRIVEN IMPACT TOOLS.

  - DEMOLITION OPERATIONS.

EARTHWORK NOTES

- REPLACEMENT OF SAME IN HIS BID PRICE.
- SECTIONS OR GRADES AS SHOWN ON THE PLANS.
- LIFTS OF TWELVE INCHES COMPACTED THICKNESS.

- SEPARATE PAYMENT WILL BE MADE.
- REQUIRED. ADJACENT STRUCTURES.

- WHETHER UNDER THE PAVEMENT OR OTHERWISE.

AND OTHER ADJACENT OCCUPIED AND USED FACILITIES. 3. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER ADJACENT OCCUPIED OR IN-USE FACILITIES WITHOUT PERMISSION FROM OWNER. THE TOWN AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR

OBSTRUCTED TRAFFIC WAYS AS REQUIRED BY GOVERNING REGULATIONS.

5. ADJACENT IMPROVEMENTS SHALL BE CLEANED OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. RETURN

ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF DEMOLITION. 6. FOR SELECTIVE DEMOLITION, USE CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES, USE HAND OR SMALL POWER TOOLS DESIGNED FOR

7. DEMOLISH CONCRETE IN SMALL SECTIONS. CUT CONCRETE AT JUNCTURES WITH CONSTRUCTION TO REMAIN, USING

8. ALL EXISTING UTILITY MH COVERS, ELECTRICAL BOXES, METER BOXES, METERS, DRAINAGE STRUCTURES, ETC. WITHIN PROPOSED AREAS OF IMPROVEMENTS SHALL BE ADJUSTED TO GRADE ELEVATION, UNLESS OTHERWISE NOTED.

9. ALL EXISTING STREET LIGHTING WILL REMAIN IN PLACE AND REMAIN IN SERVICE DURING CONSTRUCTION OPERATIONS. CONTRACTOR SHALL USE CARE TO ENSURE EXISTING CONDUIT, PULLBOXES, AND CONTROL ARE NOT DAMAGED DURING

1. ALL TOPSOIL THAT IS SUITABLE FOR LANDSCAPING OR SODDING OPERATIONS MAY BE STOCKPILED NEARBY FOR SUCH USE IF APPROVED BY THE TOWN. TOP SOIL SHALL BE A MINIMUM OF 6" UNLESS OTHERWISE APPROVED BY TOWN

2. WHERE MUCK, ROCK, CLAY, OR OTHER MATERIAL WITHIN THE LIMITS OF CONSTRUCTION IS UNSUITABLE IN ITS ORIGINAL POSITION THE CONTRACTOR SHALL EXCAVATE SUCH MATERIAL IN ITS ENTIRETY AND BACKFILL WITH SUITABLE MATERIAL WHICH SHALL BE COMPACTED IN PLACE TO CONFORM TO THE REQUIRED GRADES AND SECTIONS AS SHOWN ON THE PLANS. 3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE UNSUITABLE MATERIAL PRESENT ON-SITE AND REMOVE AND

4. THE CONTRACTOR SHALL MAKE HIS OWN ESTIMATE ON THE VOLUME OF MATERIAL ACTUALLY REQUIRED TO OBTAIN THE CROSS

5. THE CONTRACTOR SHALL REMOVE ALL MUCK, YIELDING MATERIAL ROOTS, VEGETATION AND OTHER DEGRADABLE MATERIAL IN ITS ENTIRETY, WITHIN THE PAVEMENT UNITS AND BELOW ALL STRUCTURES AND UTILITIES TO FULL EXCAVATED TRENCH WIDTH. SAID MATERIAL SHALL BE REPLACED WITH CLEAN ORGANIC FREE MATERIAL WITH ROCKS SMALLER THAN ONE INCH IN DIAMETER COMPACTED TO NOT LESS THAN 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE. AASHTO T-180 METHOD "D" WITH MAXIMUM

6. TRENCH BACKFILL AND COMPACTION SHALL FOLLOW THE CONTRACT SPECIFICATIONS.

7. IF THE BOTTOM OF THE TRENCH IS ROCK, THE EXCAVATION SHALL BE CARRIED EIGHT INCHES BELOW THE INVERT OF THE PIPE AND BACKFILLED WITH THOROUGHLY COMPACTED SAND, GRAVEL, OR OTHER SUITABLE MATERIAL APPROVED BY THE ENGINEER. 8. ROCK EXCAVATION SHALL INCLUDE ANY ROCK ENCOUNTERED WHICH CANNOT BE REMOVED WITH A 3/4 YARD BACKHOE UNDER NORMAL OPERATING CONDITIONS. ROCK EXCAVATION SHALL BE INCIDENTAL TO CONSTRUCTION OF ALL PIPING SYSTEMS AND NO

9. WHENEVER IT IS NECESSARY, IN THE INTEREST OF SAFETY, TO BRACE OR SHORE THE SIDES OF THE TRENCH, SUCH BRACING OR SHORING SHALL BE CONSIDERED TO BE PART OF THE BID PRICE OF UTILITY PIPE FOR WHICH EXCAVATION AND BACKFILL IS

10. THE CONTRACTOR SHALL FURNISH, PUT IN PLACE AND MAINTAIN SUCH SHEETING, BRACING, AS MAY BE REQUIRED TO SUPPORT THE SIDE OF THE EXCAVATION, AND TO PREVENT ANY MOVEMENT WHICH CAN IN ANY WAY DAMAGE THE WORK OR ENDANGER

11. IF FIELD CONDITIONS, TYPE OF SHEETING OR CONSTRUCTION METHODS MAKE REMOVAL OF SHEETING IMPRACTICABLE, AT NO ADDITIONAL COST TO THE OWNER, THE CONTRACTOR MAY LEAVE ALL SHEETING IN PLACE. THE ENGINEER MAY REQUIRE SHEETING TO BE CUT OFF AT ANY SPECIFIED ELEVATION BUT IN NO CASE WILL ANY SHEETING BE LEFT CLOSER THAN TWO (2) FEET BELOW THE NATURAL SURFACE, NOR CUT OFF BELOW THE ELEVATION OF THE TOP OF THE PIPE. 12. AFTER PIPES, STRUCTURES, AND OTHER APPURTENANCES HAVE BEEN INSTALLED, THE TRENCH OR OPENING SHALL BE

BACKFILLED WITH MATERIAL IN CONFORMANCE WITH THE SPECIFICATION.

13. IN AREAS WHERE PAVEMENTS ARE TO BE CONSTRUCTED OVER THE PIPE. THE REMAINDER OF THE TRENCH SHALL BE PLACED IN BY AASHTO T-99. CONTRACTOR WILL BE RESPONSIBLE FOR CORRECTING DAMAGE FROM SETTLEMENT IN THE BACKFILLED AREAS

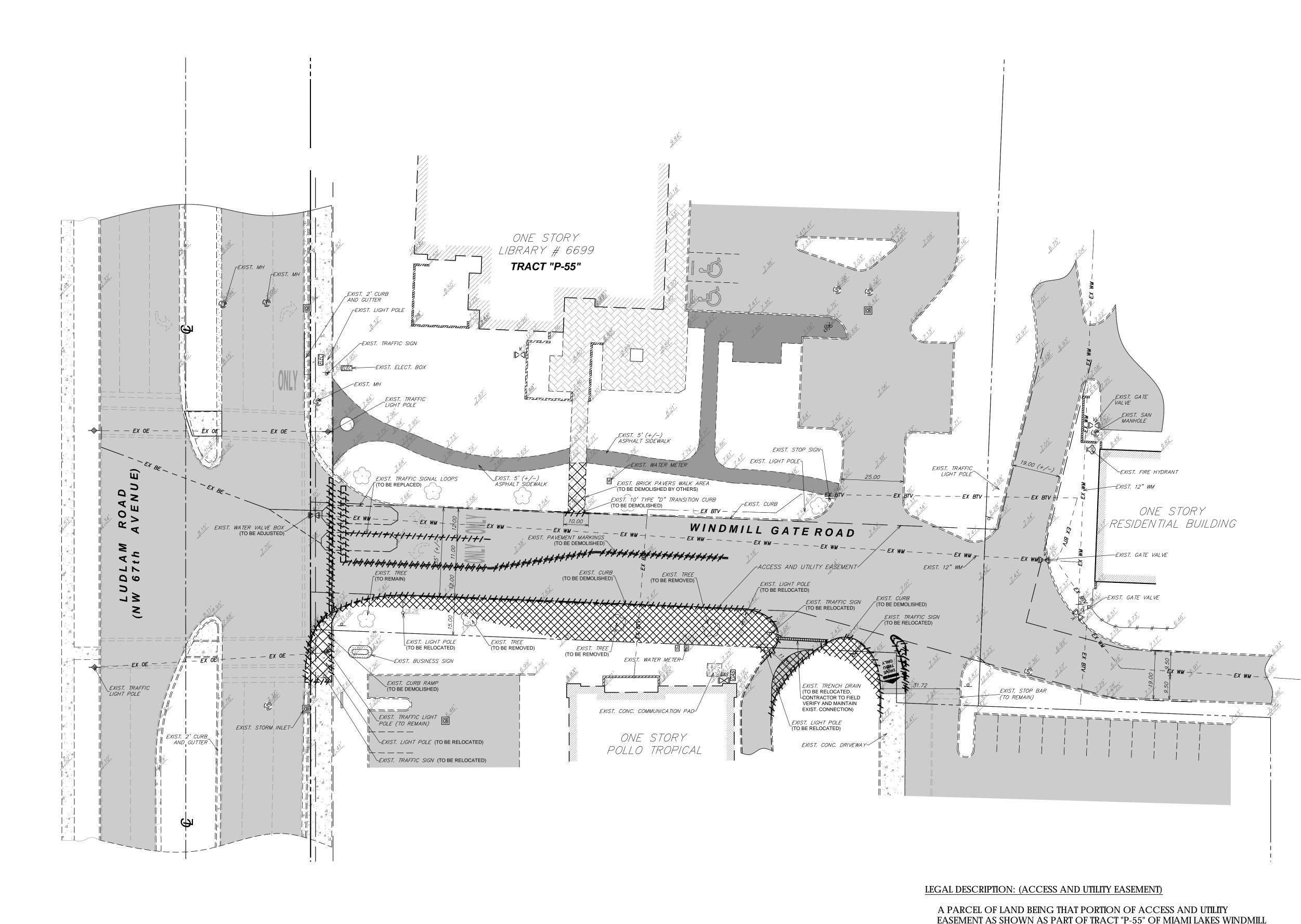
14. IN AREAS WHERE NO PAVEMENT IS TO BE CONSTRUCTED, THE BACKFILL ABOVE THE TWELVE INCH LINE ABOVE THE PIPE SHALL BE COMPACTED TO A FIRMNESS APPROXIMATELY EQUAL TO THAT OF THE SOIL ADJACENT TO THE PIPE TRENCH. 15. SEE SOILS EVALUATION OF THE PROJECT AREA ON GEOTECHNICAL INVESTIGATION REPORT PERFORMED BY NUTTING ENGINEERS OF FLORIDA, INC. SEPTEMBER 2012, PROJECT No. 786.27 (PHONE 305-557-3083)

- 3. THE CONSTRUCTION AND THE MATERIAL FOR THE SHELLROCK BASE SHALL CONFORM TO THE REQUIREMENTS O SPECIFICATIONS, SECTION 230. THE SHELLROCK BASE SHALL BE COMPACTED TO 98% MAXIMUM DENSITY AT OPT MOISTURE, AASHTO T-180, METHOD "D". THE ENGINEER SHALL SPECIFY THE LOCATION AND NUMBER OF DENSITY REQUIRED. TOWN OF PUBLIC WORKS DEPARTMENT STANDARDS REQUIRE DENSITY TESTS AT 25' O.C. THE TEST F SHALL BE ACCEPTED BY THE TOWN AND ENGINEER PRIOR TO APPLICATION OF THE PRIME AND TACK COATS.
- 4. THE PRIME AND TACK COAT CONSTRUCTION AND MATERIALS FOR THE PRIME AND TACK COATS SHALL CONFORM REQUIREMENTS OF F.D.O.T. STANDARD SPECIFICATIONS, SECTION 300. THE PRIME AND TACK COATS SHALL BE AN PRIOR TO CONSTRUCTION OF THE ASPHALT SURFACE COURSE AND SHALL BE SANDED AND ROLLED IN ACCORDA SECTION 300. APPLICATION RATES SHALL BE 0.15 GAL/SY FOR LIMEROCK BASE AND 0.25 GAL/SY FOR SHELLROCK
- 5. ASPHALTIC CONCRETE SURFACE COURSE SHALL BE AS SHOWN ON THE PLANS. THE MATERIALS FOR THE ASPHAL CONCRETE SURFACE COURSE SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. STANDARD SPECIFICATIONS, 331. AMOUNT OF RECLAIMED ASPHALT PAVEMENT(RAP) MATERIAL USED IN THE MIX SHALL BE LIMITED TO A MAXIM PERCENT BY WEIGHT OF TOTAL AGGREGATES.
- 6. THE MATERIAL TO BE USED AS A STABILIZER SHALL BE SOIL OF HIGH BEARING VALUE SUCH AS, SAND-CLAY, GROU LIMESTONE, CRUSHED LIMEROCK, OYSTER SHELL, COQUINA SHELL, ROCK SCREENINGS, OR ANY OTHER MATERIA IS SUITABLE FOR STABILIZATION. MUCK SHALL NOT BE USED AS STABILIZING MATERIAL.
- 7. ALL GRADES SHOWN REFER TO FINISHED ASPHALT PAVEMENT UNLESS OTHERWISE NOTED.
- 8. MATERIAL HAVING A PLASTICITY INDEX AT MORE THAN 10 OR A LIQUID LIMIT GREATER THAN 40 SHALL NOT BE USE MATERIAL USED FOR STABILIZING THE ROADBED SHALL PASS A 3-1/2 INCH RING. 9. WHERE THE BEARING VALUE OF THE EXISTING SUBGRADE IS ADEQUATE WITHOUT ADDITION OF STABILIZING MAT SUBGRADE SHALL BE SCARIFIED AND DICED, HARROWED, BLADED, OR TILLED FOR REMOVAL OF BOULDERS, ROO TO ASSURE UNIFORMITY AND THOROUGH MIXING OF MATERIAL TO THE FULL WIDTH AND DEPTH OF REQUIRED
- 10. CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT AT THE LIMITS OF REMOVAL OF EXISTING PAVEMENT AND WH PAVEMENT CONSTRUCTION MEETS EXISTING PAVEMENT. MEET AND MATCH SHALL ALSO MEAN SAW CUT AND MAT
- 11. THE SUBGRADE TO BE STABILIZED MAY BE PROCESSED IN ONE COURSE, UNLESS THE EQUIPMENT AND METHODS USED DO NOT PROVIDE THE REQUIRED UNIFORMITY, PARTICLE SIZE LIMITATION, COMPACTION AND OTHER DESIG RESULTS IN WHICH CASE, THE TOWN WILL DIRECT THAT THE PROCESSING BE DONE IN MORE THAN ONE COURSE.
- 12. PRIOR TO THE BEGINNING OF STABILIZING OPERATIONS, THE AREA TO BE STABILIZED SHALL HAVE BEEN CONSTR AN ELEVATION SUCH THAT UPON COMPLETION OF STABILIZING OPERATIONS, THE COMPLETED STABILIZED SUBG SHALL CONFORM TO THE LINES, GRADES AND CROSS-SECTION SHOWN IN THE PLANS, PRIOR TO THE SPREADING ADDITIVE STABILIZING MATERIAL THE SURFACE OF THE ROADBED SHALL BE BROUGHT TO A PLACE APPROXIMATE PARALLEL TO THE PLANE OF THE PROPOSED FINISHED SURFACE.
- 13. THE STABILIZING MATERIAL SHALL BE APPLIED IN SUCH QUANTITY AS IS NECESSARY TO PRODUCE THE REQUIRE VALUE. IT SHALL BE INCORPORATED WITH THE SUBGRADE BY FLOWING, DICING, HARROWING, BLADING OR MIXING ROTARY TILLERS UNTIL THE MIXED MATERIALS ARE OF A UNIFORM BEARING VALUE FOR THE FULL WIDTH AND DE THE COURSE BEFORE COMPACTION, REGARDLESS OF THE CHARACTER OR BEARING VALUE, ALL MATERIALS IN T STABILIZING COURSE THAT WILL NOT PASS A 3-1/2" RING SHALL BE REMOVED OR BROKEN DOWN TO A SIZE NOT L THAN 3-1/2 INCHES
- 14. COMPACTION SHALL BE ACCOMPLISHED BY ROLLING WITH ANY TYPE OF EQUIPMENT WHICH WILL PRODUCE THE DENSITY. COMPACTION SHALL CONTINUE UNTIL THE ENTIRE DEPTH TO BE STABILIZED HAS A DENSITY OF NOT LE 98 PERCENT OF THE MAXIMUM DENSITY IN ACCORDANCE WITH AASHTO T-180, FIELD DENSITY TESTS SHALL BE MA INTERVALS NOT GREATER THAN 50 FEET IN EACH COURSE OR LAYER.
- 15. THE LIMEROCK SHALL BE TRANSPORTED TO THE POINT WHERE IT IS TO BE USED OVER BASE PREVIOUSLY PLACED PRACTICABLE, AND DUMPED ON THE END OF THE PROCEEDING SPREAD, HAULING OVER THE SUBGRADE AND DL THE SUB GRADE WILL BE PERMITTED ONLY WHEN IN THE TOWNS' OPINION THESE OPERATIONS WILL NOT BE DETF TO THE BASE.
- 16. THE LIMEROCK SHALL BE SPREAD UNIFORMLY, WITH EQUIPMENT ACCEPTABLE TO THE ENGINEER, ALL SEGREGA OTHERWISE UNACCEPTABLE AREAS SHALL BE REMOVED AND REPLACED WITH PROPERLY GRADED ROCK, AFTER SPREADING IS COMPLETED. THE ENTIRE SURFACE SHALL BE SCARIFIED AND THEN SHAPED SO AS TO PRODUCE REQUIRED GRADE, THICKNESS AND CROSS-SECTION AFTER COMPACTION. LIFTS SHALL HAVE A MAXIMUM COMPA THICKNESS OF SIX INCHES.
- 17. COMPACTION SHALL BE ACCOMPLISHED AT OPTIMUM MOISTURE. WHEN THE MATERIAL DOES NOT HAVE THE PRO MOISTURE CONTENT TO INSURE THE REQUIRED DENSITY, WETTING OR DRYING WILL BE REQUIRED. ADDED WATE BE UNIFORMLY MIXED TO THE FULL DEPTH OF THE COURSE WHICH IS BEING COMPACTED.
- 18. BEFORE ANY BITUMINOUS MATERIAL IS APPLIED, ALL LOOSE MATERIAL, DUST, DIRT, CAKED SLAY AND FOREIGN M WHICH MIGHT PREVENT PROPER BOND WITH EXISTING SURFACE SHALL BE REMOVED FOR THE FULL WIDTH OF T APPLICATION. PARTICULAR CARE SHALL BE TAKEN TO CLEAN THE OUTER EDGE OF THE STRIP TO BE TREATED IN ENSURE THAT THE PRIMER WILL ADHERE. WHERE THE PRIMER IS APPLIED ADJACENT TO CURB & GUTTER OR VAL GUTTER, SUCH CONCRETE SURFACES ARE TO BE PROTECTED AND KEPT FREE OF BITUMINOUS MATERIAL.
- 19. NO BITUMINOUS MATERIAL SHALL BE APPLIED WHEN THE TEMPERATURE OF THE AIR IS LESS THAN 40 DEGREES F SHADE AND FALLING, OR WHEN IN THE OPINION OF THE TOWN, THE WEATHER CONDITIONS OR THE CONDITION O EXISTING SURFACE IS UNSUITABLE
- 20. THE SURFACE TO BE PRIMED SHALL BE CLEAN AND DRY FOR LIMEROCK BASES. THE GLAZED FINISH SHALL BE REI BEFORE THE APPLICATION OF PRIME COAT. 21. WHERE NEW PAVEMENT MEETS EXISTING, CONNECTION SHALL BE MADE IN A NEAT STRAIGHT LINE AND FLUSH WI EXISTING PAVEMENT.
- PAVEMENT MARKINGS AND SIGNAGE
- 1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC AND IN COMPLIANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 711 THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS.
- 2. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) "ROADV TRAFFIC DESIGN STANDARDS," LATEST EDITION, AND TO THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND E CONSTRUCTION." LATEST EDITION.
- 3. ALL EXISTING MARKINGS IN CONFLICT WITH THE PROPOSED DESIGN SHALL BE REMOVED.
- 4. TRAFFIC SIGNS: A. MATERIALS: FOLLOW SECTION 700 OF THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION " LATEST EDITION; AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) BY THE U.S. DEPAR TRANSPORTATION, LATEST EDITION.
- B. PLACEMENT: IN ACCORDANCE WITH PART 2 OF THE MUTCD.
- 5. ALL TRAFFIC CONTROL SIGNAGE, EQUIPMENT AND MATERIALS TO BE APPROVED BY MIAMI-DADE PUBLIC WORKS DEPARTMENT TRAFFIC SIGNALS AND SIGNS DIVISION PRIOR TO INSTALLATION.

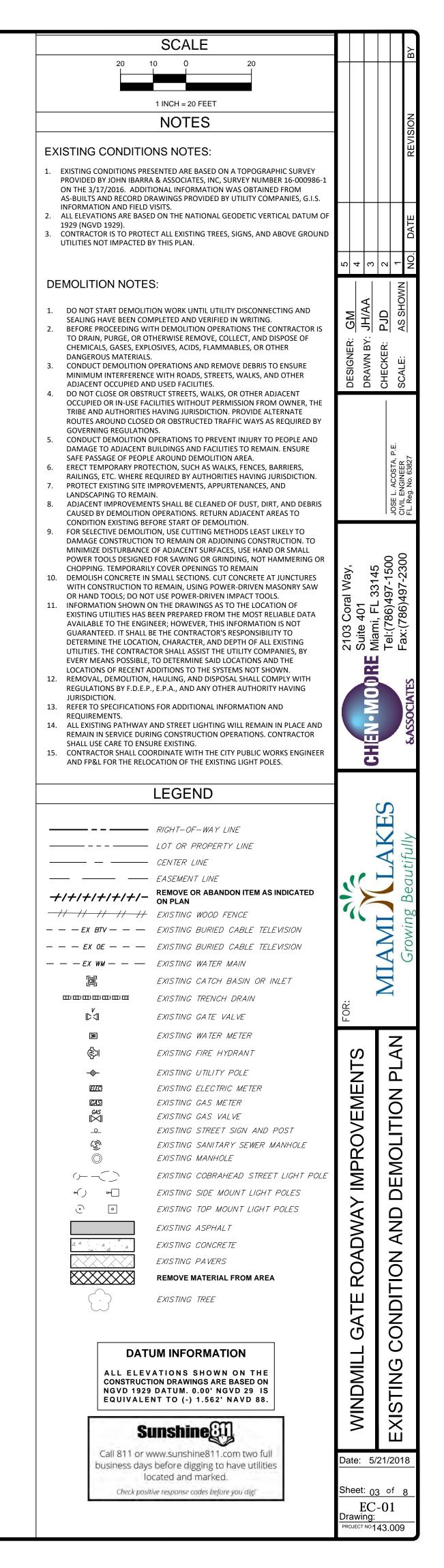
PAVING AND GRADING NOTES			
UNDERGROUND UTILITIES SHALL BE COMPLETED OR SLEEVING PROVIDED BEFORE ANY PAVEMENT CONSTRUCTION BEGINS.	ABBREVIATIONS ABN - ABANDONED		
ALL PAVEMENT SUBGRADE MATERIAL SHALL BE COMPACTED TO 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE, AASHTO T-180, METHOD "D" AND SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. SPECIFICATIONS, SECTION 120. THE TEST RESULTS SHALL BE ACCEPTED BY THE TOWN PRIOR TO PLACEMENT OF BASE MATERIAL. THE CONSTRUCTION AND THE MATERIAL FOR THE SHELLROCK BASE SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T.	AT&T-AT&T TELEPHONE LINEBOS-BOTTOM OF STRUCTURECATV-BURIED CABLEC.BCATCH BASIN		
SPECIFICATIONS, SECTION 230. THE SHELLROCK BASE SHALL BE COMPACTED TO 98% MAXIMUM DENSITY AT OPTIMUM MOISTURE, AASHTO T-180, METHOD "D", THE ENGINEER SHALL SPECIFY THE LOCATION AND NUMBER OF DENSITY TESTS REQUIRED. TOWN OF PUBLIC WORKS DEPARTMENT STANDARDS REQUIRE DENSITY TESTS AT 25' O.C. THE TEST RESULTS SHALL BE ACCEPTED BY THE TOWN AND ENGINEER PRIOR TO APPLICATION OF THE PRIME AND TACK COATS.	C.O CLEAN OUT CONC CONCRETE ELEC - BURIED ELECTRICAL ELEV ELEVATIONCONDITIONS EX EXISTING EIRP		
THE PRIME AND TACK COAT CONSTRUCTION AND MATERIALS FOR THE PRIME AND TACK COATS SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. STANDARD SPECIFICATIONS, SECTION 300. THE PRIME AND TACK COATS SHALL BE APPLIED PRIOR TO CONSTRUCTION OF THE ASPHALT SURFACE COURSE AND SHALL BE SANDED AND ROLLED IN ACCORDANCE WITH SECTION 300. APPLICATION RATES SHALL BE 0.15 GAL/SY FOR LIMEROCK BASE AND 0.25 GAL/SY FOR SHELLROCK BASE.	FIBR       -       FIBER OPTIC CABLE         GAS       -       GAS         FM       -       FORCE MAIN         INV.       -       INVERT         LF       -       LINEAR FOOT         MU       MANUALE		
ASPHALTIC CONCRETE SURFACE COURSE SHALL BE AS SHOWN ON THE PLANS. THE MATERIALS FOR THE ASPHALT CONCRETE SURFACE COURSE SHALL CONFORM TO THE REQUIREMENTS OF F.D.O.T. STANDARD SPECIFICATIONS, SECTION 331. AMOUNT OF RECLAIMED ASPHALT PAVEMENT(RAP) MATERIAL USED IN THE MIX SHALL BE LIMITED TO A MAXIMUM OF 20 PERCENT BY WEIGHT OF TOTAL AGGREGATES.	MH - MANHOLE OVHD - OVERHEAD UTILITY LINE PROP PROPOSED PGD - PAVING, GRADING AND DRAINAGE PPP - POLLUTION PREVENTION PLAN DIGUITION FREVENTION PLAN		AA 4 4 10 1 2 3 3 4 4 5 10 10 10 10 10 10 10 10 10 10 10 10 10
THE MATERIAL TO BE USED AS A STABILIZER SHALL BE SOIL OF HIGH BEARING VALUE SUCH AS, SAND-CLAY, GROUND LIMESTONE, CRUSHED LIMEROCK, OYSTER SHELL, COQUINA SHELL, ROCK SCREENINGS, OR ANY OTHER MATERIAL WHICH IS SUITABLE FOR STABILIZATION. MUCK SHALL NOT BE USED AS STABILIZING MATERIAL. ALL GRADES SHOWN REFER TO FINISHED ASPHALT PAVEMENT UNLESS OTHERWISE NOTED.	RW - RIGHT OF WAY SAN - SANITARY SAN FM - SANITARY FORCE MAIN SD - STORM DRAIN SWK SIDEWALK		GM DH// PJD AS S
MATERIAL HAVING A PLASTICITY INDEX AT MORE THAN 10 OR A LIQUID LIMIT GREATER THAN 40 SHALL NOT BE USED. ALL MATERIAL USED FOR STABILIZING THE ROADBED SHALL PASS A 3-1/2 INCH RING.	TP TOP OF PIPE TYP TYPICAL WM - WATER MAIN		DESIGNER: DRAWN BY CHECKER: SCALE:
WHERE THE BEARING VALUE OF THE EXISTING SUBGRADE IS ADEQUATE WITHOUT ADDITION OF STABILIZING MATERIAL, THE SUBGRADE SHALL BE SCARIFIED AND DICED, HARROWED, BLADED, OR TILLED FOR REMOVAL OF BOULDERS, ROOTS, ETC. TO ASSURE UNIFORMITY AND THOROUGH MIXING OF MATERIAL TO THE FULL WIDTH AND DEPTH OF REQUIRED STABILIZATION. THE COMPACTED SUBGRADE SHALL CONFORM TO THE LINES, GRADES AND CROSS-SECTION SHOWN ON THE PLANS.	W.H WELL HEAD		DESIGNE DRAWN   CHECKE SCALE:
<ul> <li>CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT AT THE LIMITS OF REMOVAL OF EXISTING PAVEMENT AND WHEN NEW PAVEMENT CONSTRUCTION MEETS EXISTING PAVEMENT. MEET AND MATCH SHALL ALSO MEAN SAW CUT AND MATCH.</li> <li>THE SUBGRADE TO BE STABILIZED MAY BE PROCESSED IN ONE COURSE. UNLESS THE EQUIPMENT AND METHODS BEING</li> </ul>			Э.
USED DO NOT PROVIDE THE REQUIRED UNIFORMITY, PARTICLE SIZE LIMITATION, COMPACTION AND OTHER DESIGNED RESULTS IN WHICH CASE, THE TOWN WILL DIRECT THAT THE PROCESSING BE DONE IN MORE THAN ONE COURSE.			E.L. ACOSTA, E.B.GINEER, 63327
2. PRIOR TO THE BEGINNING OF STABILIZING OPERATIONS, THE AREA TO BE STABILIZED SHALL HAVE BEEN CONSTRUCTED TO AN ELEVATION SUCH THAT UPON COMPLETION OF STABILIZING OPERATIONS, THE COMPLETED STABILIZED SUBGRADE SHALL CONFORM TO THE LINES, GRADES AND CROSS-SECTION SHOWN IN THE PLANS, PRIOR TO THE SPREADING OF ANY ADDITIVE STABILIZING MATERIAL THE SURFACE OF THE ROADBED SHALL BE BROUGHT TO A PLACE APPROXIMATELY PARALLEL TO THE PLANE OF THE PROPOSED FINISHED SURFACE.			
3. THE STABILIZING MATERIAL SHALL BE APPLIED IN SUCH QUANTITY AS IS NECESSARY TO PRODUCE THE REQUIRED BEARING VALUE. IT SHALL BE INCORPORATED WITH THE SUBGRADE BY FLOWING, DICING, HARROWING, BLADING OR MIXING WITH ROTARY TILLERS UNTIL THE MIXED MATERIALS ARE OF A UNIFORM BEARING VALUE FOR THE FULL WIDTH AND DEPTH OF THE COURSE BEFORE COMPACTION, REGARDLESS OF THE CHARACTER OR BEARING VALUE. ALL MATERIALS IN THE STABILIZING COURSE THAT WILL NOT PASS A 3-1/2" RING SHALL BE REMOVED OR BROKEN DOWN TO A SIZE NOT LARGER THAN 3-1/2 INCHES			ıl Way, 33145 97-1500 197-2300
4. COMPACTION SHALL BE ACCOMPLISHED BY ROLLING WITH ANY TYPE OF EQUIPMENT WHICH WILL PRODUCE THE REQUIRED DENSITY. COMPACTION SHALL CONTINUE UNTIL THE ENTIRE DEPTH TO BE STABILIZED HAS A DENSITY OF NOT LESS THAN 98 PERCENT OF THE MAXIMUM DENSITY IN ACCORDANCE WITH AASHTO T-180, FIELD DENSITY TESTS SHALL BE MADE AT INTERVALS NOT GREATER THAN 50 FEET IN EACH COURSE OR LAYER.			2103 Coral Way Suite 401 Miami, FL 3314 Tel:(786)497-15 Fax:(786)497-23
5. THE LIMEROCK SHALL BE TRANSPORTED TO THE POINT WHERE IT IS TO BE USED OVER BASE PREVIOUSLY PLACED, IF PRACTICABLE, AND DUMPED ON THE END OF THE PROCEEDING SPREAD, HAULING OVER THE SUBGRADE AND DUMPING ON THE SUB GRADE WILL BE PERMITTED ONLY WHEN IN THE TOWNS' OPINION THESE OPERATIONS WILL NOT BE DETRIMENTAL TO THE BASE.			BR
5. THE LIMEROCK SHALL BE SPREAD UNIFORMLY, WITH EQUIPMENT ACCEPTABLE TO THE ENGINEER, ALL SEGREGATED OR OTHERWISE UNACCEPTABLE AREAS SHALL BE REMOVED AND REPLACED WITH PROPERLY GRADED ROCK, AFTER SPREADING IS COMPLETED, THE ENTIRE SURFACE SHALL BE SCARIFIED AND THEN SHAPED SO AS TO PRODUCE THE REQUIRED GRADE, THICKNESS AND CROSS-SECTION AFTER COMPACTION. LIFTS SHALL HAVE A MAXIMUM COMPACTED THICKNESS OF SIX INCHES.			OW
7. COMPACTION SHALL BE ACCOMPLISHED AT OPTIMUM MOISTURE. WHEN THE MATERIAL DOES NOT HAVE THE PROPER MOISTURE CONTENT TO INSURE THE REQUIRED DENSITY, WETTING OR DRYING WILL BE REQUIRED. ADDED WATER SHALL BE UNIFORMLY MIXED TO THE FULL DEPTH OF THE COURSE WHICH IS BEING COMPACTED.			<b>=</b>
3. BEFORE ANY BITUMINOUS MATERIAL IS APPLIED, ALL LOOSE MATERIAL, DUST, DIRT, CAKED SLAY AND FOREIGN MATERIAL WHICH MIGHT PREVENT PROPER BOND WITH EXISTING SURFACE SHALL BE REMOVED FOR THE FULL WIDTH OF THE APPLICATION, PARTICULAR CARE SHALL BE TAKEN TO CLEAN THE OUTER EDGE OF THE STRIP TO BE TREATED IN ORDER TO ENSURE THAT THE PRIMER WILL ADHERE, WHERE THE PRIMER IS APPLIED ADJACENT TO CURB & GUTTER OR VALLEY GUTTER, SUCH CONCRETE SURFACES ARE TO BE PROTECTED AND KEPT FREE OF BITUMINOUS MATERIAL.			<b>S</b>
9. NO BITUMINOUS MATERIAL SHALL BE APPLIED WHEN THE TEMPERATURE OF THE AIR IS LESS THAN 40 DEGREES F IN THE SHADE AND FALLING, OR WHEN IN THE OPINION OF THE TOWN, THE WEATHER CONDITIONS OR THE CONDITION OF THE EXISTING SURFACE IS UNSUITABLE.			× E
<ol> <li>THE SURFACE TO BE PRIMED SHALL BE CLEAN AND DRY FOR LIMEROCK BASES. THE GLAZED FINISH SHALL BE REMOVED BEFORE THE APPLICATION OF PRIME COAT.</li> </ol>			Al
<ol> <li>WHERE NEW PAVEMENT MEETS EXISTING, CONNECTION SHALL BE MADE IN A NEAT STRAIGHT LINE AND FLUSH WITH EXISTING PAVEMENT.</li> </ol>			
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TRANSPORTATION (FDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 711 THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS." 2. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) "ROADWAY AND			AN
TRAFFIC DESIGN STANDARDS," LATEST EDITION, AND TO THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION." LATEST EDITION.			ſΙΜ
<ol> <li>ALL EXISTING MARKINGS IN CONFLICT WITH THE PROPOSED DESIGN SHALL BE REMOVED.</li> <li>TRAFFIC SIGNS:         <ul> <li>A. MATERIALS: FOLLOW SECTION 700 OF THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE</li> </ul> </li> </ol>			FOR:
CONSTRUCTION," LATEST EDITION; AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) BY THE U.S. DEPARTMENT OF TRANSPORTATION, LATEST EDITION.			S N
<ul> <li>B. PLACEMENT: IN ACCORDANCE WITH PART 2 OF THE MUTCD.</li> <li>5. ALL TRAFFIC CONTROL SIGNAGE, EQUIPMENT AND MATERIALS TO BE APPROVED BY MIAMI-DADE PUBLIC WORKS DEPARTMENT TRAFFIC SIGNALS AND SIGNS DIVISION PRIOR TO INSTALLATION</li> </ul>			
DEPARTMENT TRAFFIC SIGNALS AND SIGNS DIVISION PRIOR TO INSTALLATION.			ATI ATI
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		Sunshine	5
		Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.	Date: 5/21/2018
		Check positive response codes before you dig!	Sheet: 02 of 8

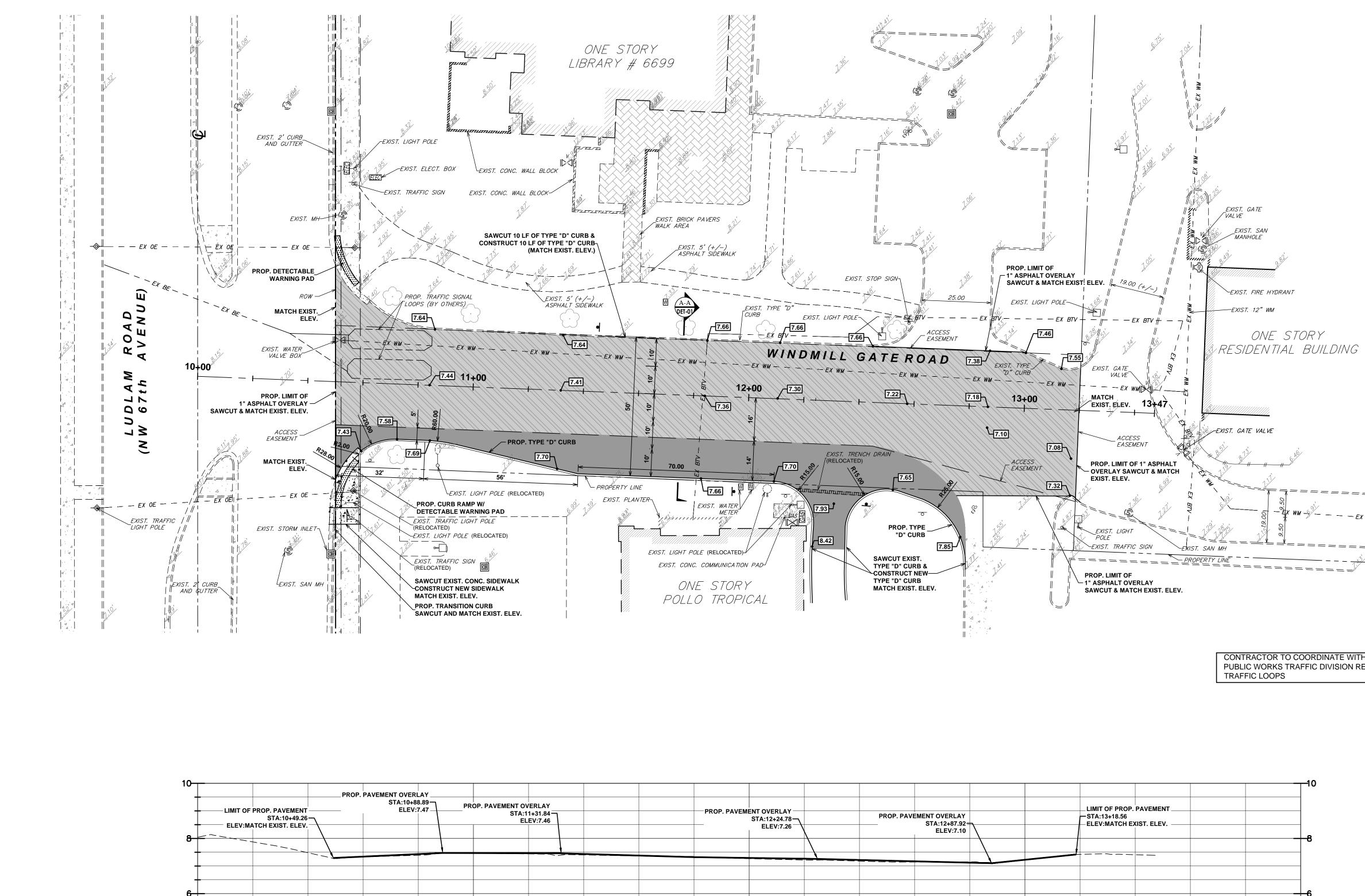
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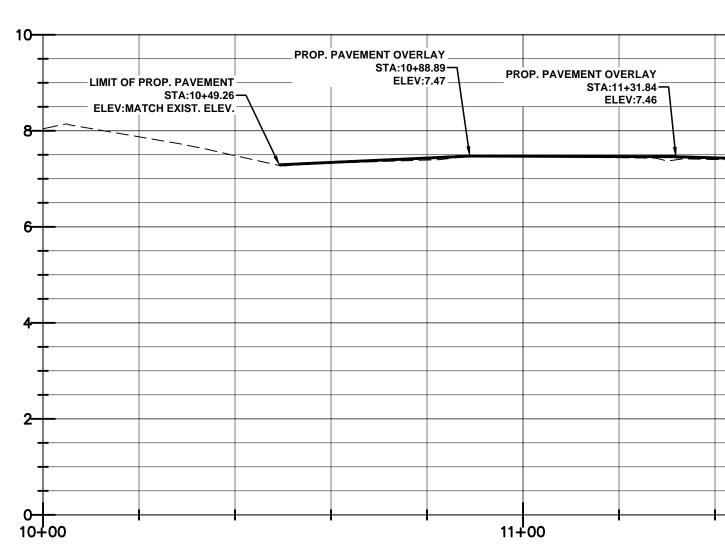


EASEMENT AS SHOWN AS PART OF TRACT "P-55" OF MIAMI LAKES WINDMILL GATE SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE PLAT BOOK 103, PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF TRACT "A" OF MIAMI LAKES WINDMILL GATE SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THENCE NO0°00'36"WALONG THE WEST LINE OF SAID TRACT "P-55" FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEG INNING: THENCE CONTINUE NO0°00'36"WALONG THE WESTLINE OF SAID TRACT "P-55" FOR A DISTANCE OF 36.03 FEET, THENCE S87° 43'02"E ALONG THE NORTH LINE OF SAID ACCESS AND UTILITY EASEMENT FOR A DISTANCE OF 270.62 FEET TO THE EAST LINE OF SAID TRACT "P-55"; THENCE SO2° 17'48"WALONG THE EASTLINE OF SAID TRACT "P-55 FOR A DISTANCE OF 53.16 FEET; THENCE N74°41'15"W FOR A DISTANCE OF 76.12 FEET; THENCE N87° 43'02"WALONG A LINE 15 FEET NORTH AND PARALLEL WITH THE NORTH LINE SAID TRACT "A" AND THE SOUTH LINE OF SAID ACCESS AND CONTAINING 10,353 SQ. FT, 0.24 ACRES+/-.

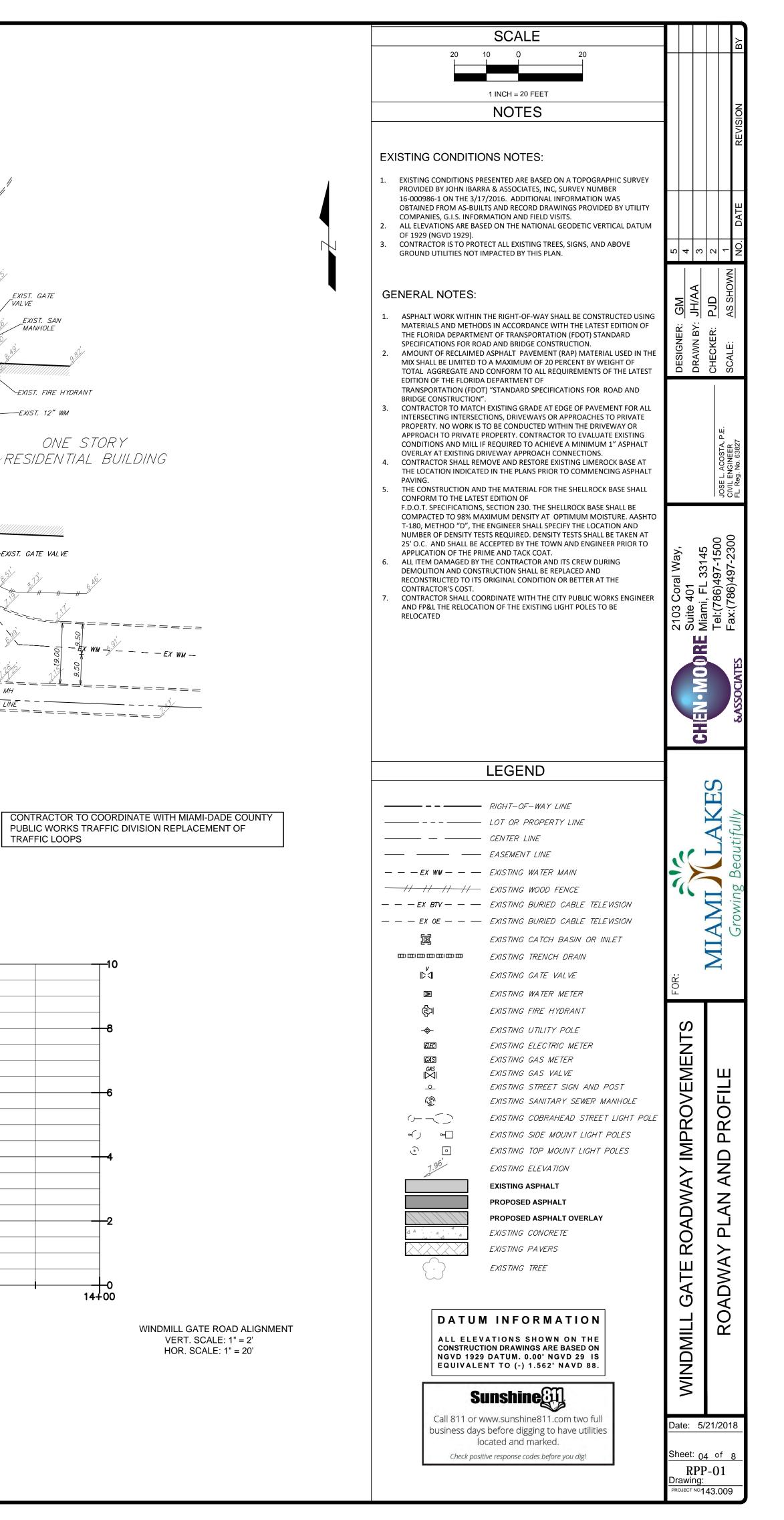


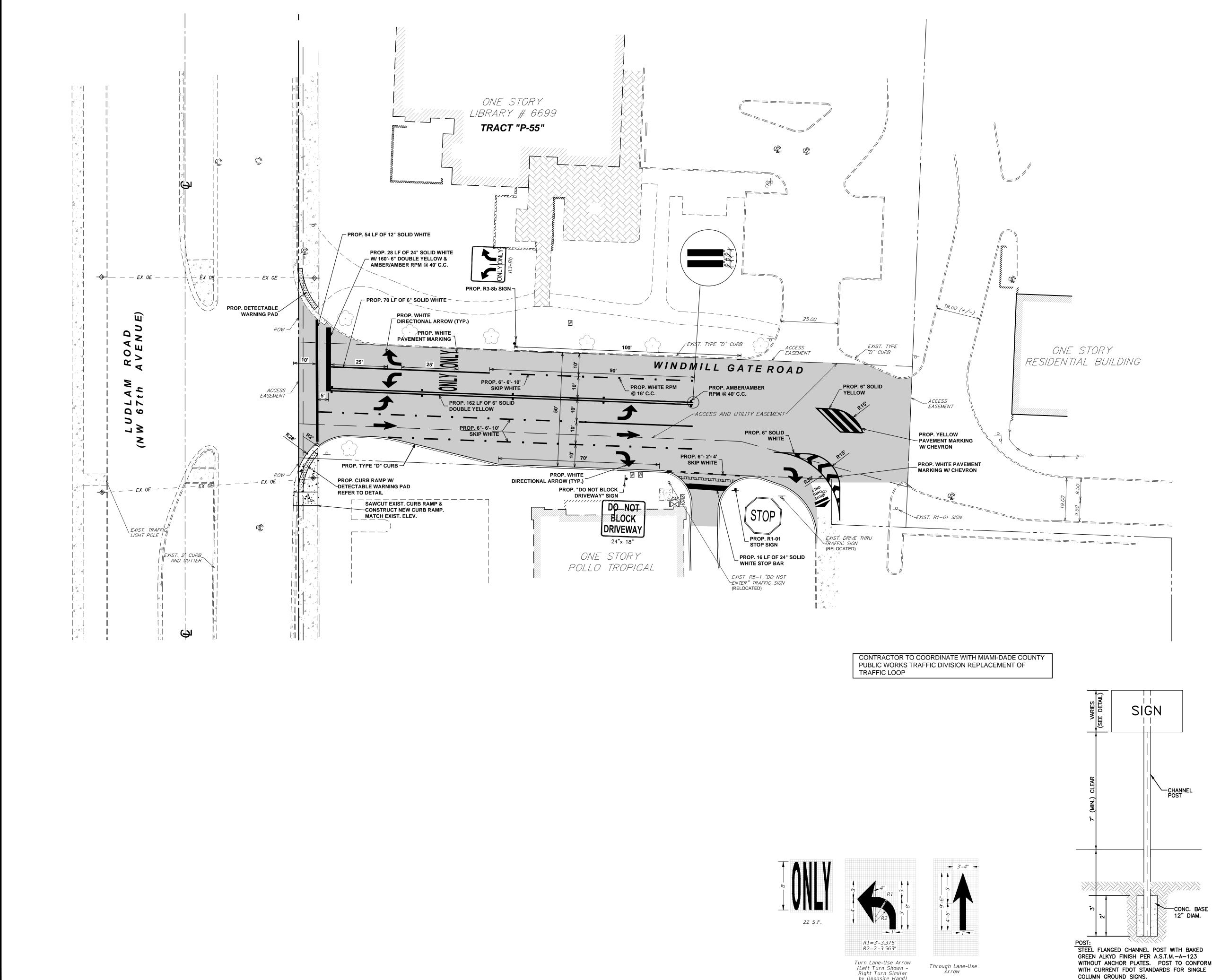






	PROP. PAVEM	ENT OVERLAY						LIMIT OF PROP.	PAVEMENT	
		STA:12+24.78		PROP. PAVE	EMENT OVERLAY STA:12+87.92=	<b>_</b>		-STA:13+18.56 ELEV:MATCH EX		
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	. 12+	-00		•	•	13-	+00	•		 14





Through Lane-Use Arrow 12 S.F.

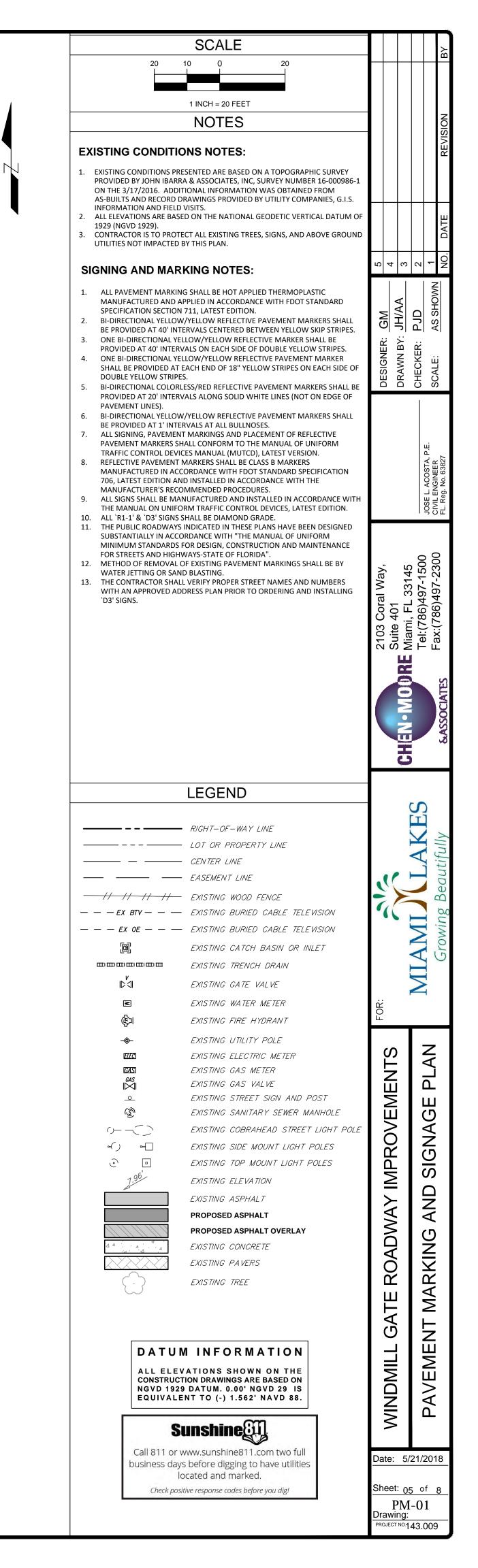
PAVEMENT MARKING DETAIL N.T.S.

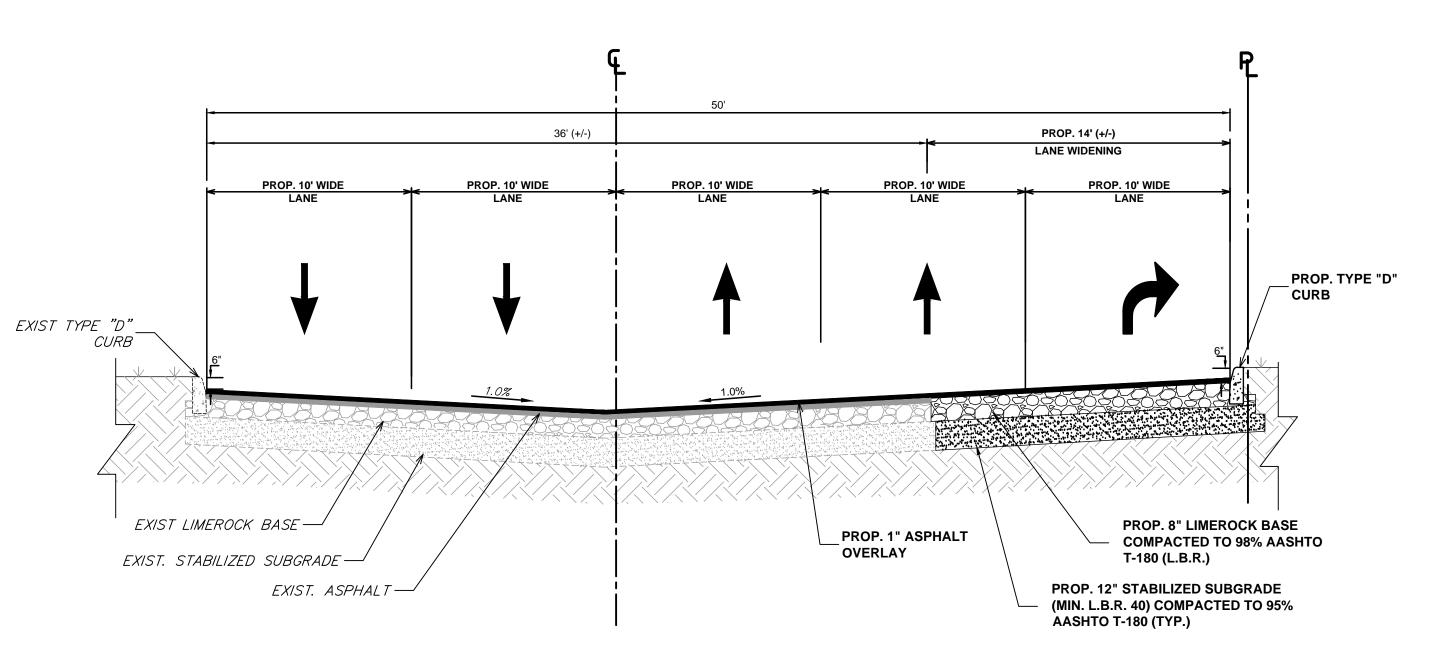
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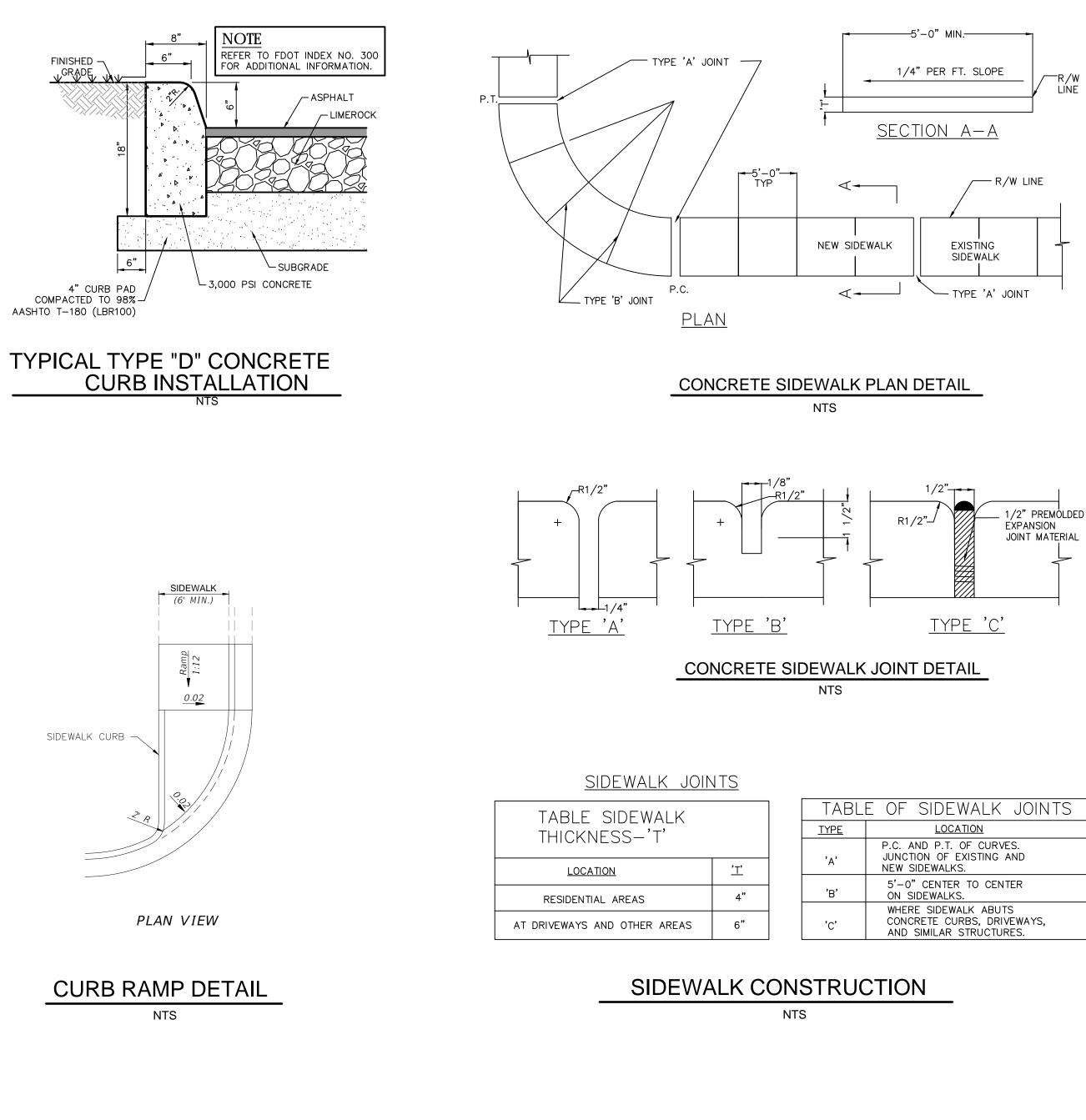
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TYPE I CONCRETE, 3000 P.S.I. (MIN.)

N.T.S.







**SECTION 1** 

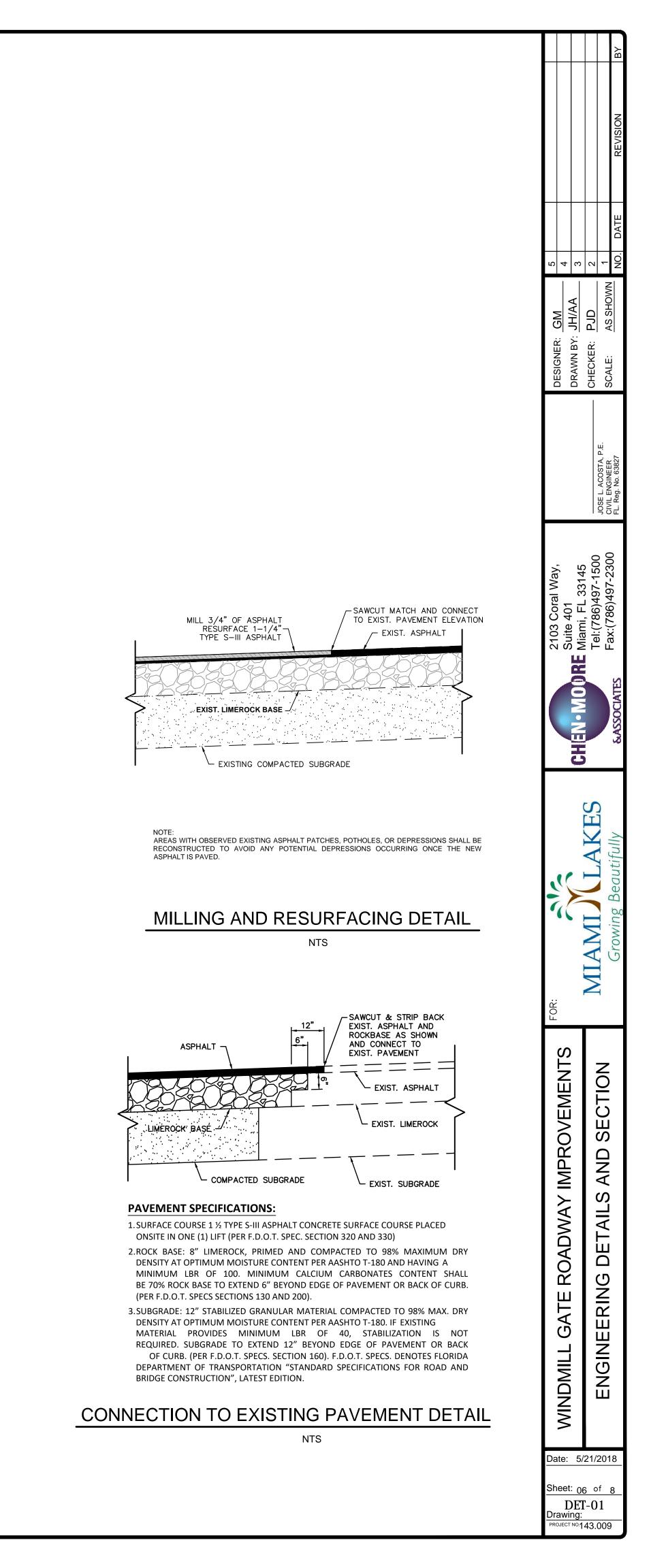
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<u>S</u>			
	]	TABL	E OF SIDEWALK JOINTS
		<u>TYPE</u>	LOCATION
<u>'T'</u>		'A'	P.C. AND P.T. OF CURVES. JUNCTION OF EXISTING AND NEW SIDEWALKS.
4"		'B'	5'-0" CENTER TO CENTER ON SIDEWALKS.
6"		'C'	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES.

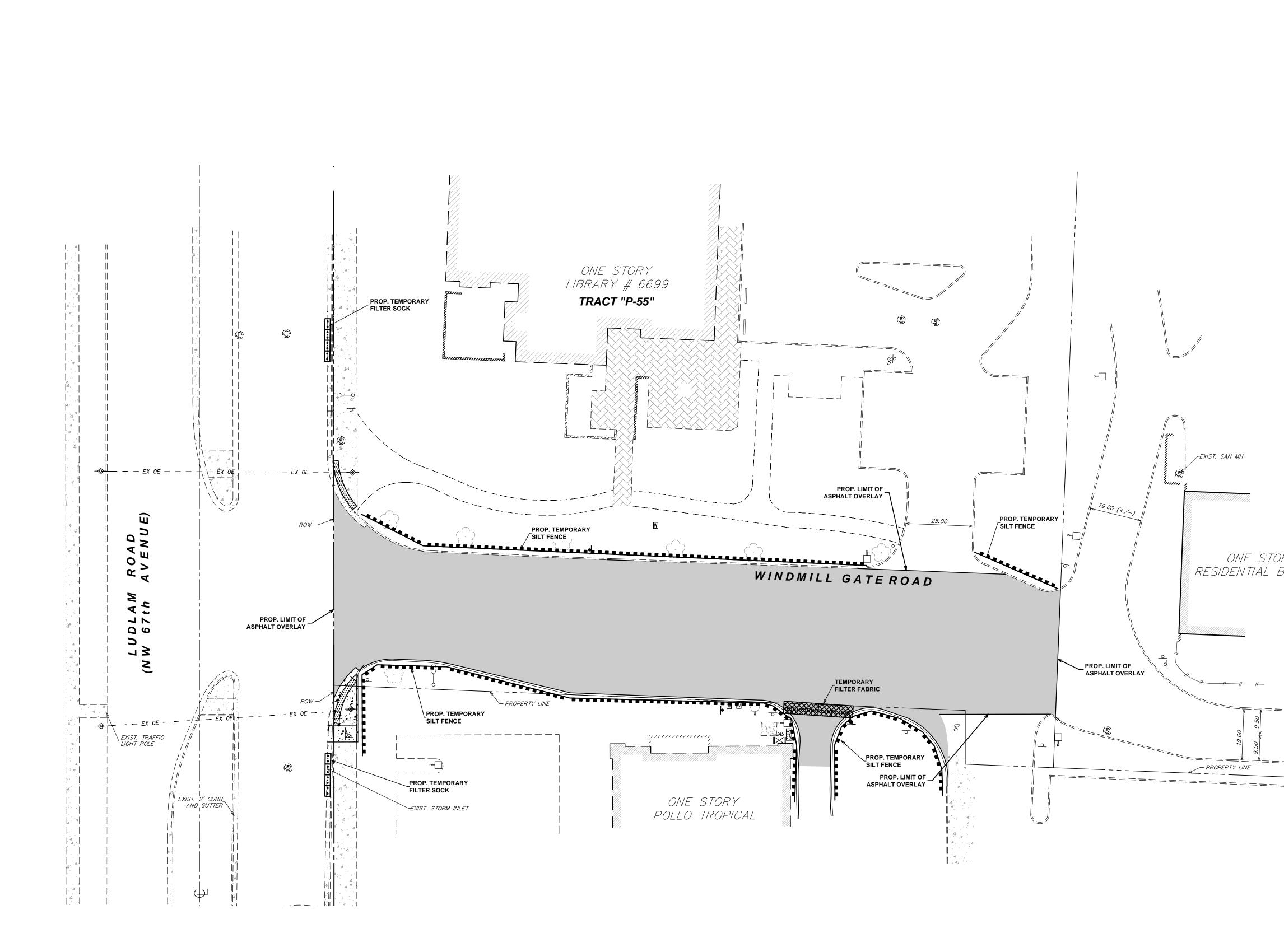
#### EDGE OF DOME PATTERN SHALL BE IN-LINE DETECTABLE 2" MAX WITH DIRECTION OF TRAVEL WARNING /INTEGRAL DOME Ο $(\div)$ (+) TRUNCATED DOME ~0.2" (SEE DETAIL) -(+) Ο () $\circ$ $\circ$ $\circ$ TRUNCATED DOME PLAN VIEW NOTES

- DETECTABLE WARNING SURFACE AS REQUIRED PER AMERICAN WITH DISABILITIES ACT DESIGN STANDARDS REQUIRED AT ALL CONCRETE SIDEWALK LANDINGS WITHIN PROJECT LIMITS.
   STAMPED CONCRETE IS NOT PERMITTED FOR DETECTABLE WARNING SURFACES. ARMOR TILE OR AN APPROVED EQUAL SHALL BE USED.
- 3. WHEN NOT PLACED ON CURB RAMPS, DETECTABLE WARNINGS SHALL BE PLACED ON THE WALKING SURFACES ADJOINING A VEHICULAR WAY. THE BOUNDARY BETWEEN THE AREAS SHALL BE DEFINED BY A CONTINUOUS DETECTABLE WARNING WHICH IS 36" WIDE. 4. UNLESS NOT PLACED DIRECTLY ON A RAMP, DETECTABLE WARNING SURFACE MUST NOT
- UNLESS NOT FLACED DIRECTION OF TRAINING DETECTABLE WARNING SURFACE SHALL EXTEND THE FULL EXCEED 2% SLOPE IN ANY DIRECTION.
   WHEN PLACED ON CURB RAMPS, DETECTABLE WARNING SURFACE SHALL EXTEND THE FULL LENGTH AND WIDTH OF THE RAMP. FOR RAMPS WITHIN FDOT RIGHT-OF-WAY, REFER TO THE
- LATEST VERSION OF THE FDOT DESIGN STANDARDS INDEX #304. 6. CONSTRUCTION OF DETECTABLE WARNING SURFACE IS NOT LIMITED TO CONCRETE MATERIAL, HOWEVER, PRIOR TO CONSTRUCTION, THE CONTRACTOR MUST INFORM TO THE ENGINEER OF RECORD THE PROPOSED MATERIAL FOR THE DETECTABLE WARNING SURFACE. CONTRACTOR MUST ENSURE THAT THE FOLLOWING TRUNCATED DOME CRITERIA IS MET:
- A. DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES. THE MATERIAL USED TO PROVIDE CONTRAST SHOULD CONTRAST BY AT LEAST 70% B. 90% OF THE INDIVIDUAL TRUNCATED DOMES MUST COMPLY WITH THE SPECIFIED DIMENSIONS AND DESIGN CRITERIA.
- C. NO TWO ADJACENT DOMES MAY BE NON-COMPLIANT. D. SURFACE MAY NOT DEVIATE MORE THAN 0.1" FROM A TRUE PLAN.

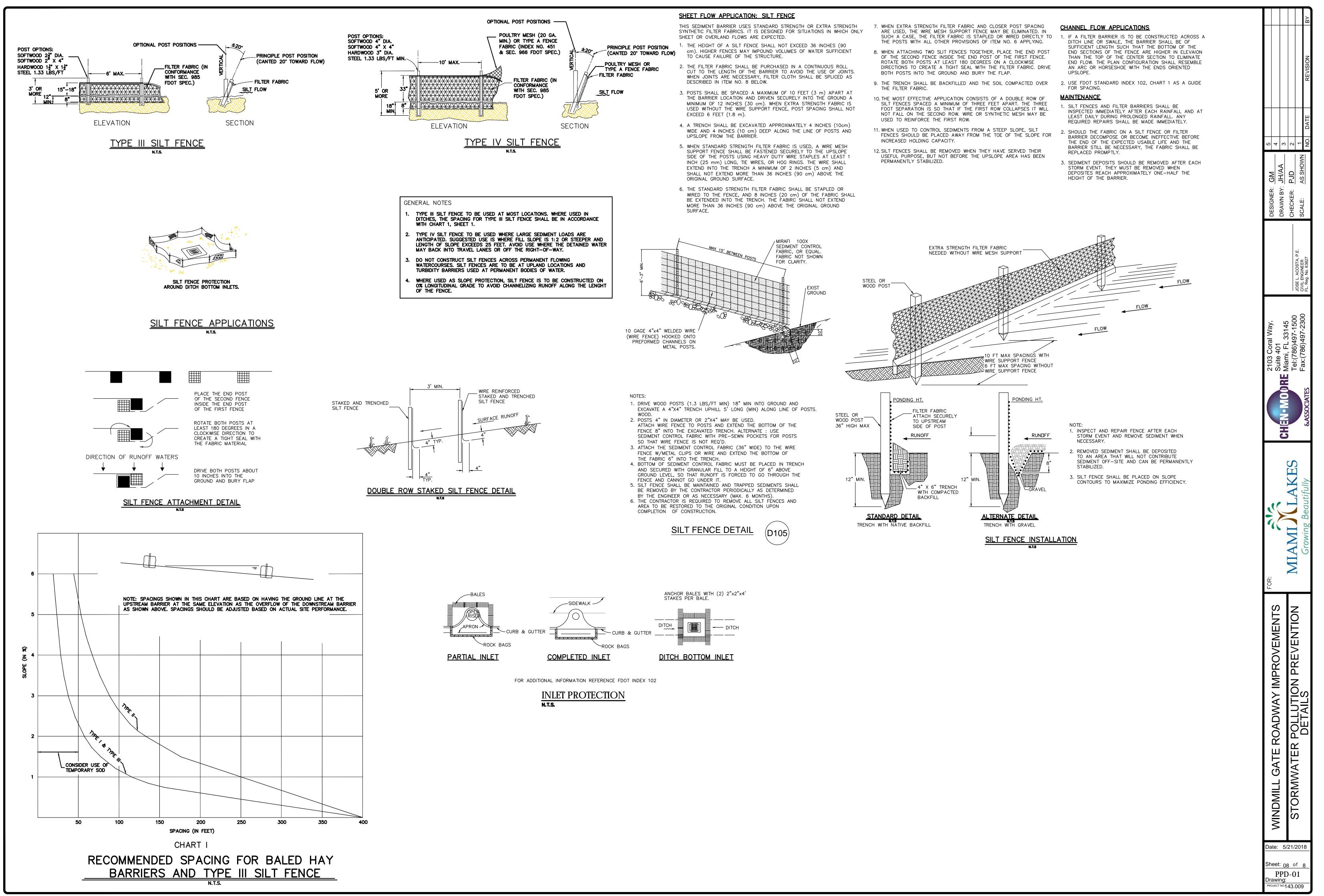
## ADA DETECTABLE WARNING



jjects/2016/16-143.009 - Windmill Gate Rd-Ludlam Rd Intersection/Design/CAD/Plans/143.009-Pollution Prevention Plan.dwg last edited on May 21, 2018 8:23 AM by RJimenez



		<u></u>
	SCALE           10         0         20           1         1         1           1         1         1           1         1         1           1         NOTES	DESIGNER:     GM     5     Contraction       DRAWN BY:     JH/AA     3     4     1       JOSE L. ACOSTA, P.E.     CHECKER:     JD     2     1       JOSE L. ACOSTA, P.E.     SCALE:     AS SHOWN     1     NO.       JOSE L. ROBINEER     NO.     DATE     REVISION     BY
TOR Y BUILDING	LEGEND	CHENODRE Suite 401 Suite 401 Miami, FL 33145 Tel:(786)497-1500 Fax:(786)497-2300
	RIGHT-OF-WAY LINE         Image: Constant line	FOR: MIAMIXLAKES Growing Beautifully
	Image: Statistic state of the state of	STORMWATER POLLUTION PREVENTION PLAN Bret: 01 of 8 Bbeet: 01 of 8



/:/Projects/2016/16-143.009 - Windmill Gate Rd-Ludlam Rd Intersection/Design/CAD/Plans/143.009-Details and Sections.dwg last edited on May 20, 2018 6:51 PM by RJimenez

#### EXHIBIT B – CONTRACTOR'S BID



#### **BID FORM**

This Bid is submitted on behalf of <u>Metro Excession</u> (Name of Bidder)	, (hereinafter "Bidder") located at
9442 NW 109 St. Medley, TL 33178	, submitted on <u>09/17/18</u> ,
(Address)	(Date)

to furnish all Work as stated in the ITB and Contract Documents for ITB No. 2018-41 for

#### Windmill Gate Road Improvement Project

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

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the above stated ITB issued by the Town of Miami Lakes.

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

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB and attests to meeting the minimum qualifications stated therein.

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

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

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

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



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

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

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

#### **BID PRICE**

Bidder must complete and submit with its bid an electronic version of the MS Excel Bid Form (Separate Attachment) 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.

Bidder's **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.

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

#### Town of Miami Lakes

#### ITB 2018-41 Windmill Gate Roadway Improvement Project

Bid Form

#### **BID FORM NOTES:**

1. All bid prices shall be inclusive of all labor, equipment, material, machinery, tools, means of transportation, mobilization, maintenance of traffic, supplies, equipment, applicable permitting coordination and services, testing costs, sales tax and all other applicable taxes and fees.

2. Reference sheet "ITEM NOTES" for line item details.

3. The Bidder agrees to perform all the work described in the Contract documents for a lump sum amount.

4. It is the intention of the Town to award a contract to the lowest responsible and responsive Bidder based on the total amount of the bid.

5. Contractor will be paid based on actual work performed.

6. Quantities in Bid Form are based on estimates only and are not intended to reflect the actual quantities required. As such, the Town reserves the right to reduce quantities or sizes as needed.

Item No.	Description	U/M	 Unit Price	Quantity	Ex	tended Price
0101-1	MOBILIZATION	LS	\$ 22,000.00	1	\$	22,000.00
0102-1	MAINTENANCE OF TRAFFIC	LS	\$ 6,000.00	1	\$	6,000.00
0104-10-3	SEDIMENT BARRIER	LF	\$ 4.00	540	\$	2,160.00
0101-18	INLET PROTECTION SYSTEM	EA	\$ 60.00	2	\$	120.00
0110-2-2	TREE REMOVAL	EA	\$ 1,200.00	3	\$	3,600.00
0110-4-10	CONCRETE CURB, TYPE D REMOVAL	LF	\$ 2.00	300	\$	600.00
0150-4	12" STABILIZED SUBGRADE	SY	\$ 12.00	382	\$	4,584.00
0285-7-06	8" LIMEROCK BASE	SY	\$ 18.00	365	\$	6,570.00
0337-7	ASPHALT PAVEMENT	TN	\$ 180.00	20	\$	3,600.00
0337-7	1" ASPHALT OVERLAY	TN	\$ 180.00	65	\$	11,700.00
0520-2-4	CONCRETE CURB, TYPE D	LF	\$ 22.00	240	\$	5,280.00
0570-1-2	SOD RESTORATION	SY	\$ 12.00	60	\$	720.00
0436-1-1	TRENCH DRAIN RELOCATION	EA	\$ 3,000.00	1	\$	3,000.00
0660-2101	LOOP ASSEMBLY	EA	\$ 2,500.00	2	\$	5,000.00
0706-3	REFLECTIVE PAVEMENT MARKER	EA	\$ 5.00	22	\$	110.00
0700-1-11	SINGLE POST SIGN	EA	\$ 350.00	2	\$	700.00
0700-1-50	SINGLE POST SIGN RELOCATION	EA	\$ 200.00	2	\$	400.00
0711-11123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	\$ 3.00	135	\$	405.00
0711-11124	THERMOPLASTIC, STD, WHITE, SOLID, 18"	LF	\$ 4.00	28	\$	112.00
0711-11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	\$ 5.00	44	\$	220.00
0711-11160	THERMOPLASTIC, STD, WHITE, MESSAGE (ONLY)	EA	\$ 350.00	2	\$	700.00
0711-11170	THERMOPLASTIC, STD, WHITE, DIRECTIONAL ARROW	EA	\$ 300.00	8	\$	2,400.00
0711-11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	\$ 4.50	38	\$	171.00
0711-16101	THERMOPLASTIC, STD, WHITE, SOLID, 6"	LF	\$ 3.00	220	\$	660.00
0711-16131	THERMOPLASTIC, STD, WHITE, SKIP, 6"	LF	\$ 3.00	220	\$	660.00
0711-16201-A	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	LF	\$ 3.00	50	\$	150.00
0711-16201-B	THERMOPLASTIC, STD, DOUBLE YELLOW, SOLID, 6"	LF	\$ 6.00	162	\$	972.00
0711-17	STRIPING REMOVAL	LF	\$ 3.00	520	\$	1,560.00
0715-4-60	LIGHT POLE RELOCATION	EA	\$ 5,000.00	2	\$	10,000.00
	NIGHT WORK SURCHARGE	%	12%	1	\$	11,298.48
			 TOTAL B	ID AMOUNT	ŝ	105,452.48

Firm's Name: Authorized Signatory: Print Name/Title: Email Address:

4 Insobe ognemetoressori con



#### **Company Qualification Questionnaire**

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

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

#### 21 Years

a. Professional Licenses/Certifications (include name and license #)*	Issuance Date
General Contractor CGC050965	08/31/20
General Engineering E-201301 Underground Utility Excavation CUC/224592	09/30/19 08/31/20
(*include active certifications of small or disadvantage business & name of certifying entity) 2. Type of Company:  Individual  Partnership  Corporation  LLC If other, please describe the type of company:	Other
a. FEIN/EIN Number: 65-0711071	
b. Dept. of Business Professional Regulation Category (DBPR): CSC	.030965
i. Date Licensed by DBPR: 08/31/20	
ii. License Number: CG C 050965	
c. Date registered to conduct business in the State of Florida:	21/1996
i. Date filed: 11/21/1996	
ii. Document Number: 29600096781	
d. Primary Office Location: 9442 NW 1095t. Medley	TE 33/78
e. What is your primary business? <u>Contractor</u> (This answer should be specific)	

Form CQQ



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

N	ny and years as qualifier for the cor	
h. Name and Licenses of	any prior companies	
Name of Company	License Name & No.	Issuance Date
	NA	
npany Ownership a. Identify all owners or	partners of the company:	
Name	Title	% of ownership
0A.Trasobores	Tresident	/007
		any? 🗆 Yes 💢 No



c. Identify all individuals authorized to sign for the company, indicating the level of their authority ( check applicable boxes and for other provide specific levels of authority)

---

		Signatory Authority				
	Name Title	All	Cost	No- Cost	Other	
Ē	Elion Transabores Tresident					
	Explanation for Other:					
4.	Employee Information					
	a. Total No. of Employees:	0				
	b. Total No. of Managerial/Admin. Employees:	4				
	c. Number of Trades Personnel and total number per of (Apprentices must be listed separately for each classification)					
0	Damiskilled 7					
	None Skilled 8					
5.	Will a Labor Force Company be used to provide any workers	? 🗆 Yes	🕅 No	0		
6.	Employer Modification Rating:					
7.	Insurance & Bond Information:					
	a. Insurance Carrier name & address:					
	Kahn-carling company/3350 South	initettic	yway,	Miami,	E. 33/3	3-



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

Kann-corlin barmen Pillot 305-461-8205/cpillot Onaho-

c. Insurance Experience Modification Rating (EMR):

d. Number of Insurance Claims paid out in last 5 years & value:

e. Bond Carrier name & address:

Kak-carlin & Company /3350 South Dixie Highway, Miami TE 33133

0

(if no EMR rating please explain why)

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

Cormentellot/305-461-8205/cpillot@Kanacarlin.com

- g. Number of Bond Claims paid out in the last 5 years & value of each:
- 8. Have any lawsuits been file against your company in the past 5 years? 
  Yes X No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

9. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. 
Yes X No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

10. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? □ Yes ☑ No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.



including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

12. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? vert Yes vert No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? 
Yes X No

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

- 14. Project Management & Subcontract Details:
  - a. Name the Project Manager ("PM") for this Project: Angen Ternandez
  - b. How many years has the PM been with the Company: \_\_\_\_\_\_
  - c. List all the PM's licenses & certifications:

d. List the last five (5) projects the PM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.

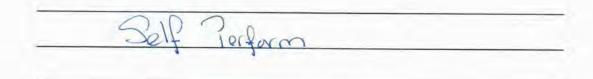
Steel Importen	nents/coralgables/1	,300,000						
NW 18 the Imp	NW 18 the Improvements/ Miam; / 1,000,000							
Na 9 Jul Improvements / mani Gordens/ 190,000								
e. List all Subcontractors	List all Subcontractors that will work on this project:							
Name	Trade/Work	% of Work	License No.					

None





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



#### 15. Current and Prior Experience:

a. Current Experience

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

b. Prior contracts or projects of a similar size, scope, and complexity:

Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.

Information provided must include the owner's name, address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission. Bidders must use Form CRL for its reference letters.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

By:

Signature of Authorized Officer

io rasobares Printed Name

9/17/18

Date



### **Experience of Proposer Questionnaire**

On the following pages, the Proposer shall provide the information indicated for three (3), but no more than five (5) separate and verifiable references in a government market which are comparable in size, scope, complexity, and cost 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 Proposer (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) will not be accepted as references under this solicitation.

The Procurement Department will attempt to contact the references provided by the Proposer to complete the Evaluation Questionnaire for references. The total number of references contacted to complete an Evaluation Questionnaire for Past Performance for any response will be at least three (3), but no more than five (5). References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The Department will attempt to contact each reference by telephone no less than two times. References will be given seven (7) business days to confirm Proposer's performance in order to be considered a "verified reference." In the event the contact person indicated cannot be reached following four attempts or is unwilling to provide the requested information, the reference will be considered "unverified" for purposes of this ITB. It is the Proposer's responsibility to provide complete and accurate information for each reference, the Procurement Department will not correct incorrectly supplied information. No claim of lack of information or error will relieve Proposer of this responsibility.

Procurement reserves the right to contact references other than those identified by the Proposer to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Proposer is a "responsible vendor", as defined in section 287.012(25), Florida Statutes, as may be amended from time to time.



Reference #1 (required)
Proposer's Name: Metro Express, Inc.
Reference's Name: <u>City of Doval</u>
Address: 8401 NW 53 TPIC. Doral, Fr 33166
Name of Project: NW 109 Ave. Loadway Construction, JTB# 2015-40
Contact Person (Name/Title): Carlos Arrayo Assistant Public Warks Director
Contact Telephone #: 305-593-6740 Contact E-Mail Address: carlos any Ocityofderal, com
Location of Services:
Initial Contract Value: \$ 396,856.80 Final Contract Value: \$ 414,025.39
Is the Contract still active?: 🗌 Yes 🛛 🛛 No Number of Change Orders:
Start Date: $65/31/16$ Completion Date: $2016$ .

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

De- muching, Sub-grade, limeract, stormwater drainage, Shiping Javemen

		FOR OFFICIAL USE	ONLY	
	Attempt 1			
		Time and Date	Message Left	Verified
Ċ.	Attempt 2			
		Time and Date	Message Left	Verified
	Attempt 3			
		Time and Date	Message Left	Verified
	Attempt 4			
		Time and Date	Message Left	Verified



Reference #2 (required)
Proposer's Name: Metro Express, Inc.
Reference's Name: Miami Dade County
Address: 111 New / St. Gliami, TZ
Name of Project: Intersection Improvement (20140206)
Contact Person (Name/Title): Freddy Valero /DTPW Inspecter 2, Project Manager
Contact Telephone #: 305-781-0813 Contact E-Mail Address: freddy. Varlero Omlamidadagov.
Location of Services:
Initial Contract Value: \$ 808,311.69 Final Contract Value: \$ 715,385.26
Is the Contract still active?: 🗆 Yes 🛛 🔯 No Number of Change Orders:
Start Date: 06/01/15 Completion Date: 06/01/15

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

Drainage, Concrete and Pavement Work Signage and Pavement Morking

	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



Reference #3 (required)				
Proposer's Name:	etro Express	Jac.		
Reference's Name:	y of Coral 6	Sables		
	Sw 72 the f			
	uide Construction.	\$ St. Improvem	ends	
Contact Person (Name/Tit	le): Noel folo			
Contact Telephone #: 30	>-733-0068 Cor	ntact E-Mail Address: n	o la Grorobables	Cony
Location of Services:				
Initial Contract Value: \$	Fina	I Contract Value: \$_1,	174,727.08	<u>.</u>
Is the Contract still active?	: 🕅 Yes 🗆 No Nun	nber of Change Orders: _		_
Start Date: Oct 2	016 Com	pletion Date: Dec.	2017	-
Brief description of the sco	ope of work performed for	this reference:		
	FOR OF	FICIAL USE ONLY		
Attempt 1				D
Attempt 2	Time and Date		Message Left	Verified
Attempt 3	Time and Date		Message Left	Verified
Attempt 4	Time and Date		Message Left	Verified
	Time and Date		Message Left	Verified



Reference #4 (optional	)		
Proposer's Name:	Metro Express, I	-nc ·	
Reference's Name:	City of thami	Springs	
Address:			
Name of Project: <u></u>	airway Drive I	mprovements	
Contact Person (Name/	Title): Momas W,	Nash	
Contact Telephone #: 🔁	05-801-5170 Contact E	-Mail Address: nasht@mian	nisprings-FL-go
Location of Services:			
Initial Contract Value: \$	25,028.75 Final Cont	tract Value: \$ 25,028.7	5 .
Is the Contract still activ	re?: 🗆 Yes 🛛 🗭 No Number o	f Change Orders:	
Start Date:	Completio	on Date:	
Brief description of the	scope of work performed for this r	eference:	
	FOR OFFICIAL	USE ONLY	
Attempt 1	1		
Attempt 2	Time and Date	Message Left	Verified
Attempt 3	Time and Date	Message Left	-
			Verified
Attempt 4	Time and Date	Message Left	Verified



Reference #5 (optional)
Proposer's Name: Metro Express, Inc.
Reference's Name: <u>City of Miami Gordon S</u>
Address:
Name of Project: Sidewalk Replacement and Installation
Contact Person (Name/Title): Luis Meudeza Rovjest Coordinator.
Contact Telephone #: 305-494-0220 Contact E-Mail Address: Inendoza mianigordene-fl. Gou
Location of Services:
Initial Contract Value: \$ 572,155 Final Contract Value: \$ 535,573.60
Is the Contract still active?: 🗆 Yes 🛛 🗹 No Number of Change Orders:
Start Date: 03/2017 Completion Date: 12/2017
Brief description of the scope of work performed for this reference:

Install New Sidewalk, ADA hamps & Repair Sidewalk.

	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		ū	
	Time and Date	Message Left	Verified



### ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: 2018-41

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

Addendum No,	Dated
Addendum No,	Dated
Addendum No,	Dated
Addendum No,	
Addendum No,	Dated

□ No Addendum issued for this Solicitation

Firm's Name: Metro Express, Inc.	
Authorized Representative's Name: Delio A. Trasobores	
Title: President	
Authorized Signature: Dille afra	_

#### CERTIFICATE OF AUTHORITY (IF CORPORATION)

I HEREBY CERTIFY that meeting at а of Board of Directors the of Metro Express, Inc. \_\_\_\_\_, a corporation organized and existing under the laws of the State of Finida \_\_\_\_\_ held on the 17 day of Sectember, 2018, a resolution was duly passed and adopted authorizing (Name) Delio A. Trasobores as (Title) Fresident of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 17 day of September, 2018.

Secretary

## ----

Print: Delio A. Trasoberes

#### CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)

, a partnership organized and existing under the laws of the State of, held on theday of, a resolution was duly passed and adopted authorizing (Name) as (Title) of the to execute bids or behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the officia 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	T	HEREBY	CERTIFY	that	at	a	meeting	of	the	Board	of	Directors	of
authorizing (Name)as (Title)of the to execute bids or behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the officia act and deed of the partnership. I further certify that said partnership agreement remains in full force and effect.				_	_	_ a	partnership	orga	nized a	nd existin	g unde	er the laws of	fthe
behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the officia act and deed of the partnership. I further certify that said partnership agreement remains in full force and effect.	State of		, held o	n the	_day of	f		_, a i	resoluti	ion was du	ly pas	sed and ado	pted
act and deed of the partnership. I further certify that said partnership agreement remains in full force and effect.	authorizing	g (Name)			_	as (	Title)	-	_	of th	ne to	execute bids	s on
I further certify that said partnership agreement remains in full force and effect.	behalf of th	e partnersh	ip and provi	ides that	his/he	rex	ecution the	reof, a	ttestec	l by a part	ner, sł	nall be the off	icial
	act and dee	ed of the pa	rtnership.										
IN WITNESS WHEREOF, I have hereunto set my hand this, day of, 20	I further ce	rtify that sa	id partnersh	nip agree	ment i	rema	ains in full f	orce a	nd effe	ct.			
	IN	WITNESS W	HEREOF, I h	ave here	eunto s	et n	ny hand this	s	, day of	f		20	
Partner: Print:	Partner:			_				Pri	nt:				

### CERTIFICATE OF AUTHORITY (IF INDIVIDUAL)

	CATE OF A	UTHORITY JAL)	
I HEREBY CERTIFY that, I (Name)		, individually a	nd doing business as
(If A	Applicable)	have executed and a	m bound by the term
Bid to which this attestation is attached.			
IN WITNESS WHEREOF, I have hereunto set my har	nd this	, day of	, 20
Signed:			
Print:			

## NOTARIZATION

STATE OF)	
COUNTY OF Miani-Dade ) SS:	
The foregoing instrument was ackr	nowledged before me this $17$ day of
September, 2018, by Delco A. Tra	, who is personally known
to me or who has produced	as identification and who (
/did not) take an oath.	
Jaugene	
SIGNATURE OF NOTARY PUBLIC STATE OF FLORIDA	

PRINTED, STAMPED OR TYPED NAME OF NOTARY PUBLIC Notary Public State of Florida Elayne Patricia Reina Hayek My Commission GG 199102 Expires 07/07/2022

#### ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

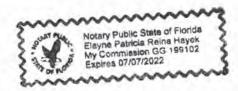
Bv Title:

BEFORE ME, the undersigned authority, personally appeared <u>Relieved A. Trasobares</u> 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 <u>Delieved A. Trasobares</u> executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 17 day of September, 2018.

My Commission Expires:

Notary Public State of Florida at Large



## COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, 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:
  - Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
  - 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;
  - 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: Metro Express, Inc.	
Authorized representative (print): Delico A: Trasobores	
Authorized representative (signature): Duly and Date: 9/17/18	

#### CONFLICT OF INTEREST AFFIDAVIT

State of th } SS: County of Higni-Dade}

Delio A. Irasobares being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Metro Express, Inc., the Proposer that has submitted the attached Proposal and certifies the following;

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

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

Signed, sealed and delivered in the presence of: Witness Irasobores Witness (Printed Name)

resider

BEFORE ME, the undersigned authority, personally appeared Dalio A visco to sto me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Delio A gasolanes executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 17 day of Detember, 2018.

My Commission Expires:

0

Notary Public State of Florida at Large



#### DRUG-FREE WORKPLACE CERTIFICATION

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

- 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.
- 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.
- 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.
- 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.

letro Express Company Name:

Authorized Signature:

Velio A. 15950 Da

Printed Name and Title

Date

## POLITICAL ACTIVITY AFFIDAVIT

State of <u>FC</u> } } SS: County of <u>Hiami Dade</u> }

Delto A. Trasobares being first duly sworn, deposes and says that he/she is the Owner Partner, Officer, Representative or Agent) of <u>Tetro Express</u>, <u>Inc.</u>, the Proposer(s) that has submitted the attached Proposal and certifies the following;

Proposer(s) certifies by submitting its Proposal that if selected to provide Lobbying Services on behalf of the Town of Miami Lakes ("Town") that the owner, employees or any representatives of the Proposer <u>will not</u> participate or be involved in any political activities related to the election of any individual running for a political office in the or advocate or express their personal opinions on any issues affecting the Town. The limitation on involvement in political activities in the Town includes but is not limited to:

- Campaigning on behalf of or against any candidate or slate of candidates seeking, or currently holding an elected office in the Town
- Expressing opinions, written or oral, about, in support of, or against any candidate, or slate of candidates seeking, or currently holding an elected office in the Town.
- Advocate or expound any personal opinions in favor of or against any issues affecting the Town.
- Contribute money, directly or indirectly, to any candidates or slate of candidates seeking, or currently holding an elected office in the Town.
- Seek, offer, or request political contributions for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Provide any direct, indirect, or inkind goods or services to any candidate seeking or currently holding an elected office in Town. This includes any political action

committees, independent groups or individuals supporting, or against any candidate or slate of candidates current an elected office holder.

- Organize, attend or participate in political fundraising functions, or other similar activities for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- May not directly or indirectly promote or seek donations or funding for any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Organize, participate in, or attend political rallies, or meetings related to any candidate or slate of candidates seeking or currently holding an elected office in the Town.
- Use their authority or influence to participate or interfere with an election in the Town.
- Distribute campaign material on behalf of any candidates or slate of

candidates for an elected office in the Town.

 Circulate nominating or recall petitions for any candidate seeking

Signed, sealed and delivered in the presence of:

or currently holding an elected office in the Town.

 Advocate to have any individual appointed to or removed from any Town Committee

Further, Proposer(s) recognizes that with respect to this solicitation, if any Proposer(s) violates or is a party to a violation of any of the requirements of this Affidavit that its contract with the Town may be terminated for default and that the Proposer(s) may be further disqualified from submitting any future bids or proposals for services to the Town. The terms "Proposer" as used herein, include any person or entity making a Proposal herein to the Town to provide services to Town.

Where the Proposer is comprised of a Team as defined in the RFP the Affidavit must be submitted for each company comprising the Team.

Witness Witnes

BEFORE ME, the undersigned authority, personally appeared <u>Delto A. Roober</u> 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 <u>Delto A. Roobers</u> executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 17 day of September, 2018.

My Commission Expires:

Notary Public State of Florida at Large



#### NON-COLLUSIVE AFFIDAVIT

State of T } SS: County of GamiDade }

Letio A. Irasobas being first duly sworn, deposes and says that:

a) He/she is the <u>resident</u>, (Owner, Partner, Officer, Representative or Agent) of <u>Nebro Express, Toe</u>, the Bidder that has submitted the attached Proposal;

 b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e)Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

(Printed Name Preside

BEFORE ME, the undersigned authority, personally appeared <u>Delection</u> one 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 <u>Delection</u> executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 17 day of Sectember, 2018.

My Commission Expires:

Notary Public State of Florida Etayne Patricia Reina Hayek My Commission GG 199102 Notary Public State of Florida at La Expires 07/07/2022



### PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Metro Express Inc

Solicitation No.: 2017-4

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

Proposer shall disclose to the Town:

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

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

b) Any family relationships with any employee or elected representative of the Town.

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

Authorized Signature

resolucy

9/17/18

Date:

Print Name

Title:

#### SWORN STATEMENT ON PUBLIC ENTITY CRIMES

#### SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

	[print individual's name and title]	
for	Metro Express Inc.	
	[print name of entity submitting sworn statement]	
whose b	usiness address is	
_	9442 N.W 109 St	_
	Medley, F1 33178	

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: (5-01101)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

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

BEFORE ME, the undersigned authority, personally appeared  $\underline{V(t_{a} + T_{cross})}$  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  $\underline{V(t_{a} + T_{cross})}$  executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this <u>21</u> day of <u>September 20</u>. 18 mission Expires: Deluis a funct, Pres

> Notary Public State of Florida Elayne Patricia Reina Hayek My Commission GG 199102 Expires 07/07/2022

My Commission Expires:

Notary Public State of Forida at Large

### Certification – Trench Safety Act

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

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

Bidder acknowledges that included in the various items of the proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act. These items are a breakout of the respective items involving trenching and will not be paid separately. They are not to be confused with bid items in the schedule of prices, nor be considered additional Work.

The Bidder further identifies the costs and methods summarized below:

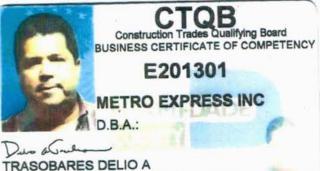
Description	Unit	Quantity	Unit Price	Extended Price	Method
·			_		
					l
					·
				·	

Total \$\_\_\_\_\_

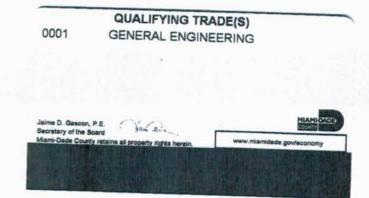
The Bidder/Proposer shall acknowledge this Bid and certifies to the above stated IV by signing and completing the spaces provided below.

Firm's Name:	
Signature:	
Printed Name/Title:	
City/State/Zip:	
Telephone No.:	
EMail Address:	

Form TCA 6115



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



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

# CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

# **TRASOBARES, DELIO ALBERT**

METRO EXPRESS INC 9442 N.W. 109 ST MEDLEY FL 33178

# LICENSE NUMBER: CGC050965

# **EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



METRO EXPRESS INC 9442 NW 109 ST MEDLEY FL 33178 RECEIPT NO. RENEWAL 4272571



SEPTEMBER 30, 2018 Must be displayed at place of business Pursuant to County Code Chapter 8A – Art. 9 & 10

OWNER METRO EXPRESS INC

Worker(s) 10

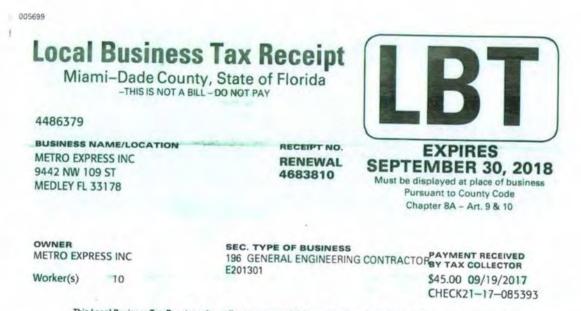
SEC. TYPE OF BUSINESS 196 GENERAL BUILDING CONTRACTOR CGC050965

PAYMENT RECEIVED BY TAX COLLECTOR \$45.00 09/19/2017 CHECK21-17-085392

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



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

		Page1		Completed Contracts
DOLLAR AMOUN OF WORK	CLASSES OF	YEAR COMPLETED	WHERE LOCATED	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$ 68,674.40	Sidewalks	Mar-2006	City of Pembroke Pines	Ricardo Roses / Pembroke Pines, FL / 954-261-4534
\$ 639,150.00	Drainage	Jul-2006	Village of Palmetto Bay	Patterso / 8950 sw 152 St. Palmetto Bay, FL / 305-259-1234
\$ 200,000.00	Sidewalks	Jul-2006	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059
\$ 280,770.65	Sidewalks	Aug-2006	City of Margate	5790 Margate Blvd. Margate, FL / 954-565-9998
\$ 85,927.71	Sidewalks	Aug-2006	Village of Palmetto Bay	Patterson /8950 sw 152 St. Palmetto Bay, FL / 305-259-1234
\$ 2,167,070.00	Drainage	Oct-2006	Miami Dade County D.E.R.M.	Alberto Estevez / 33 SW 2nd Ave. / P# 305-372-6547
\$ 730,040.40	School JJJ	Nov-2006	James Cumings, Inc.	James Cummings, FAX: 305-556-9414
\$ 424,000.00	Sidewalks	Dec-2006	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 1,795,252.25	Drainage	Dec-2006	Miami Dade County D.E.R.M.	Leo Salgueiro / 33 SW 2nd Ave. /305-375-2651
\$ 1,585,707.73	Drainage	Dec-2006	Miami Dade County PWD	Luis Franqui / 111 NW 1st St. Miami, FL P#305-375-4982
\$ 650,660.46	Sidewalks	Jan-2007	City of Miami	Leonel Zapata / 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 950,000.00	Sidewalks	Jan-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 1,181,320.89	Drainage	Jan-2007	Miami Dade County PWD	Nestor Melean 111 NW 1st St., Miami, FL / 305-375-2648
\$ 562,500.00	Sidewalks	Feb-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 765,274.09	Doral Park	Feb-2007	City of Doral	Carrillo / 8300 NW 53 St. Doral, FL / 305-593-6725
\$ 735,000.00	Sidewalks	Mar-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 762,750.00	Sidewalks	Mar-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL / 305-375-2392
\$ 778,500.00	Sidewalks	Mar-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 179,500.00	Sidewalks	Apr-2007	City of Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$ 179,500.00	Sidewalks	Apr-2007	City of Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
	Sidewalks	Apr-2007	Village of Palmetto Bay	Patterso / 8950 sw 152 St. Palmetto Bay, FL / 305-259-1234
	Sidewalks	Apr-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
	Citywide Sidewalks	May-2007	City of Miami	Leonel Zapata / 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 1,000,000.00	and the second se	May-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL / 305-375-2392
\$ 1,890,688.04		Jun-2007	City of Miami	Leonel Zapata / 444 SW 2nd Ave. Miami, FL / 305-216-2056
	Speed Hump	Jun-2007	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 207,828.47		Jun-2007	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 39,516.46		Jun-2007	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$ 200,000.00	Sidewalks	Jul-2007	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059

			Page2	Completed Contracts	
	LAR AMOUNT OF WORK ERFORMED	CHABSES OF WORK	YEAR GOMPLETED	WHERE LODATED GITY - GOONTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$	950,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$	950,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$	950,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL / 305-375-2392
\$	848,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	Rodolfo Ibarra / 16215 SW 117 Av. Unit. #3
\$	179,500.00	Sidewalks	Aug-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$	336,589.00		Aug-2007	City of Pompano Beach	Donald Jenssen/ 1201 NW 5 Ave. Pompano / 954-786-4061
\$	197,880.00		Aug-2007	City of Pompano Beach	Donald Jenssen/ 1201 NW 5 Ave. Pompano / 954-786-4061
\$	2,179,318.00		Oct-2007	Miami Dade County PWD	Jesus Gonzalez / 111 NW 1st St. Miami, FL / 305-375-2172
\$	950,000.00		Oct-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
\$	3,376,153.90		Oct-2007	Miami Dade County D.E.R.M.	Alberto Estevez / 33 SW 2nd Ave. / P# 305-372-6547
\$	950,000.00		Nov-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL / 305-372-0547
\$	696,800.00	and a second	Dec-2007	City of Miami	Francis Mitchelt/444 SW 2nd Ave. Miami, FL / 305-416-1097
\$		Sewer Rehabilitation	Feb-2008		
\$	12,815.86		Mar-2008	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
ф.	12,010,00	Sidewalks Dist. 3 &	IVIAI-2006	City of Miami Beach	A. Carmenate/1700 Convention Center Dr. / 305-673-7071
\$	1,314,918.84	4	Apr-2008	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$	200,000.00		Jul-2008	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059
\$	577,982.81	Drainage	Sep-2008	City of Doral	Carrillo / 8300 NW 53 St. Doral, FL / 305-593-6725
		Temp. Parking			
\$	42,600.00		Oct-2008	City of Miami Beach	Keith Mizell / 1700 Convention Center Dr. / 305-673-7071
\$	571,595.75		Nov-2008	City of Miami	Luis Rodriguez 444 SW 2nd Ave. Miami, FL / 305-516-2153
\$	112,063.70		Nov-2008	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
\$	2,000,000.00		Nov-2008	City of Coral Gables	Ludwid Janiga 2800 SW 72 Ave. Miami, FL /305-460-5056
\$	12,515.62		Dec-2008	City of Miami	Luis Rodriguez 444 SW 2nd Ave. Miami, FL / 305-516-2153
\$	137,520.00	termine the second s	Dec-2008	City of Coral Gables	Grettel Duran / 2800 SW 72 Ave. Miami, FL / 305-460-5018
		Citewide Storm			
\$	696,800.00	Sewer	Dec-2008	City of Miami	Francis Mitchelt/444 SW 2nd Ave. Miami, FL / 305-216-2056
\$	1,930,211.02	Drainage	Jul-2009	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213
\$	137,520.00	Sidewalks & Paving	Sep-2009	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$	1,715,092.00		Sep-2009	City of Miami	Genady Beylin / 444 SW 2nd Ave., Miami, FL / 305-416-1233
\$	149,500.00	Striping and	Dec-2009	FDOT	Taylor / 1000 NW 111 Ave Miami, FL / 305-470-5404

			Page3		Completed Contracts		
00	LAR ANOLINE	GLASSES OF	- WENK		NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER		
	DF WORK	WORK	COMPLETED	CITY-GOUNTY	THE ARE ADDRESS OF STRUCKETS WHOLFTOD REFER		
	ERFORMEN			E-	- 22 II STATE		
-	5-127× 5	Drainage &					
\$	849,985.00	Sidewalk	Feb-2010	City of Doral	Erick Carrillo / 8300 NW 53 St. Doral, FL / 305-593-6725		
\$	1,435,210.00	JOC	Feb-2010	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213		
\$	303,692.00	JOC	Mar-2010	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213		
		Drainage &		1	1000 Stadie 1111 017 210 AVE., Midili, 1 27 303-410-1213		
\$	554,500.00	Sidewalk	Mar-2010	City of Coconut Creek	Carlo Nuesa 4800 W Copans , Coconut Creek / 954-973-6786		
\$	1,346,002.00	JOC	Apr-2010	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213		
\$	791,931.00	JOC	Apr-2010	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213		
\$	1,068,641.00	JOC	Jun-2010	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213		
\$	4,200,000.00	JOC	Jul-2010	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068		
\$	6,592,000.00	Curb & Sidewalk	Jul-2010	City of Margate	Sam May / 102 Rock Isand, Margate, FL / 954-972-8126		
\$	6,300,000.00	JOC	Jul-2010	City of Miami Beach	Keith Mizell / 1700 Convention Center Dr. / 305-673-7071		
\$	193,890.00	Sidewalk	May-2011	Village of Pinecrest	Daniel Moretti / 10800 Red Rd, Pinecrest / 305-669-6916		
\$	184,139.00	Drainage	May-2011	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039		
\$	133,505.00	Sidewalk	Jul-2011	City of Parkland	Azita Behmardi / 6500 Parkside DR, Parkland / 954-757-4144		
\$	329,025.00	Sidewalk	Aug-2011	City of Hollywood	Laura Borgesi / 2600 Hollywood Blvd, Hollywood / 954-921-3254		
\$	155,362.00	Water Main	Sep-2011	City of Miami Beach	Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071		
\$	358,684.00	Lighting	Nov-2011	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039		
\$	1,471,341.00	Precast Wall	Dec-2011	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039		
\$	145,943.00	Sidewalk	Dec-2011	City of Miami Gardens	Mariana Pitiriciu / 1050 NW 163 DR, M.Gardens / 305-622-8000		
\$	99,967.00	Sidewalk	Dec-2011	City of North Miami	Gerardo Hernandez / 776 NE 125 ST, N.Miami / 305-895-9877		
		Drainage &			1995 and 9 Herrard 27 Horre 120 01, 14 Milani 7 303-033-3077		
\$	248,064.00	Sidewalk	Jun-2012	City of Miami Dade County PWD	Luis Baldo / 111 NW 1st St. Miami, FL / 305-282-0281		
\$	127,826.00	Sidewalk	Jun-2012	City of Tamarac	Bill Lewis / 6011 Nob Hill Rd, Tamarac / 954-597-3723		
\$	123,466.00	Paving	Aug-2012	Village of Miami Shores	PWD / 10050 NE 2nd Ave, Miami Shores, FL / 305-795-2210		
\$	2,022,000.00	Drainage	Sep-2012	City of Miami	Genady Beylin / 444 SW 2nd Ave., Miami, FL / 305-416-1233		
\$	171,781.00	Paving	Sep-2012	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1233		
\$		Drainage	Oct-2012	City of Miami	Valentine Onuigbo / 444 SW 2nd Ave., Miami, FL / 305-416-2588		
\$		Paving	Nov-2012	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-2588		
\$		Fire Hydrants	Nov-2012	City of Miami Beach	Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071		
\$	199,198.00	Electrical	Nov-2012	City of Miami Beach	Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071 Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071		

			Page4	Completed Contracts	
	LLAE ALOUNT OF WORK PERFORMED	OLASSES OF WORK	YEAR COMPLETED	GITT COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
\$	144,457.00	Sidewalk	Nov-2012	City of Hollywood	Laura Borgesi / 2600 Hollywood Blvd, Hollywood / 954-921-3254
		Drainage &			1
\$	648,000.00	Sidewalk	Dec-2012	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$	134,373.00	Sidewalk	Dec-2012	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Goollsby Blvd / 954-480-4432
\$	159,500.00	Sidewalk	Dec-2012	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Goollsby Blvd / 954-480-4432
\$	55,956.00	Sidewalk	Feb-2013	Village of Pinecrest	Dahiel Moretti / 10800 Red Rd, Pinecrest / 305-669-6916
\$	152,344.00	Paving	Apr-2013	City of Miami	Robert Fenton / 444 SW 2nd Ave., Miami, FL / 305-416-1922
\$	292,696.00	Drainage & Paving	Apr-2013	City of North Miami Beach	Jose Casio / 17050 NE 19th AVE, NMB, FL / 305-948-2980
\$	461,595.00	Sidewalk & Paving	Apr-2013	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$	306,202.00	Sidewalk & Paving	May-2013	City of Hialeah	Efrain Hill / 501 Palm Ave, Hialeah, FL / 305-687-2698
5	90,545.00	Sidewalk	May-2013	City of Miami Springs	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
\$	100,869.00	Traffic Circle	Jun-2013	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$	129,734.00	Sidewalk	Jun-2013	Village of Key Biscayne	Tony Brown / 88 W.McIntyre ST, Key Biscayne, / 305-365-7568
\$	317,404.00	Sidewalk	Jun-2013	City of Miami Gardens	Mariana Pitiriciu / 1050 NW 163 DR, M.Gardens / 305-622-8000
\$	196,693.00	Drainage & Paving	Aug-2013	City of Doral	Carlos Arroyo / 8300 NW 53 St. Doral, FL / 305-593-6725
\$		Sidewalk	Aug-2013	City of North Miami	Gerardo Hernandez / 776 NE 125 ST, N.Miami / 305-895-9877
\$	120,899.00		Sep-2013	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Goollsby Blvd / 954-480-4432
					Demand Duxton Prettern 200 Goolisby Bivd 7 954-460-4432
\$		Drainage & Paving	Oct-2013	City of Miami Beach	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
\$	59,417.00	Sidewalk	Oct-2013	City of Margate	Sam May / 102 Rock Isand, Margate, FL / 954-972-8126
\$	1,009,538.00	Drainage & Paving	Nov-2013	City of Miami	Eric Rush / 444 SW 2nd Ave., Miami, FL / 305-416-1298
\$	2,189,064.00	Drainage & Paving	Nov-2013	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$		Sidewalk	Nov-2013	Town of Miami Lakes	Ernesto Perez / 6601 Main ST, Miami Lakes, FL / 305-364-6100
\$		Curb, Landscape	Nov-2013	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059
\$		Pavers	Dec-2013	City of Miami	Maurice Hardie / 444 SW 2nd Ave., Miami, FL / 305-416-1786
\$	436,282.00	Drainage & Paving	Dec-2013	City of Miami	Maurice Hardie / 444 SW 2nd Ave., Miami, FL / 305-416-1786

			Page5		Completed Contracts	
DOLLAR AMOUNT OF WORK PERFORMEN		WORK WORK COMPLE		GITY COUNTY	NAME AMENDERSS OF OFFICIAL TO WHOM YOU REFER	
\$	642.334.00	TurfBlock & Paving	Dec-2013	City of Miami	David Adata / 444 SIM Rad Ave. Minari EL (205 440 4000	
		Bridge & Paving	Dec-2013	Miami Dade County PWD	David Adato / 444 SW 2nd Ave., Miami, FL / 305-416-1899	
\$	240,470.00		Dec-2013	City of North Miami	Nestor Melean 111 NW 1st St., Miami, FL / 305-375-2648 Rick Cade / 776 NE 125 ST, N Miami / 305-895-9877	
\$	24,096.00	· · · · · · · · · · · · · · · · · · ·	Aug-2014	Village of Palmetto Bay	Den Cacele / 0405 SW 120 ST, N Miami / 305-895-9877	
\$	142,461.00		Oct-2014	City of Miami	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011 Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039	
5	417,060.00	Drainage & Paving	Nov-2014	City of North Miami Beach	Jose Casio / 17050 NE 19th AVE, NMB, FL / 305-948-2980	
ß	136,887.70	Drainage & Paving	Nov-2014	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000	
ş	168,650.00	Drainage & Paving	Dec-2014	City of Miami Springs	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170	
5	567,103.26	Concrete & Paving	Dec-2014	Mastec N.A.	Manuel Arismendy /2801 SW 46th AVE, Davie FL /305-232-3484	
		Sidewalk & Paving	Dec-2014	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039	
5 1	,487,500.00	Sidewalk	Dec-2014	City of Miami	Fabiola Dubuisson / 444 SW 2nd Ave., Miami, FL / 305-416-1755	
5	714.866.25	Drainage & Paving	Dec-2014	City of Miami Beach	Olda Sanchez / 1700 Convention Contex Dr. (205 070 707)	
	198,575.00		Dec-2014	City of Deerfield Beach	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071 Bernard Buxton-Tetteh / 200 Goollsby Blvd / 954-480-4432	
	47,211.50		Dec-2014	Town of Miami Lakes	Elia Nuñez / 6601 Main ST, Miami Lakes, FL / 305-364-6100	
	33,861.25		Dec-2014	Village of Key Biscayne	Tony Brown / 88 W.McIntyre ST, Key Biscayne, / 305-365-7568	
; 1	,000,000.00	Paving	Dec-2014	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068	
5 1	685,638.44	Paving	Mar-2015	Miami Dade County PWD	Carlos Palma NW 1st St., Miami, FL / 305-375-5214	
5	676,300.21	Paving	Jun-2015	Miami Dade County PWD	Joaquin Montesino 111 NW 1st St., Miami, FL / 305-375-4317	
5	708,018.32	Paving	Jun-2015	City of North Miami	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877	
5	89,014.50	Sidewalk, Curbs	Jun-2015	City of Homestead	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570	
\$		Drainage & Paving	Jun-2015	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000	
5	118,597.68		Jul-2015	City of North Miami Beach	Jose Casio / 17050 NE 19th AVE, NMB, FL / 305-948-2980	
5	72,477.22		Sep-2015	Village of Palmetto Bay	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011	
\$		Concrete, Pavers	Oct-2015	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039	
\$	251,000.00		Oct-2015	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Goollsby Blvd / 954-480-4432	
\$	847,451.30	Sidewalk	Nov-2015	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000	

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# Completed Contracts

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	4)F/WOEF	= - (VQ)RIC = -	-SOMPLILIED	CITY COUNTY	
1	ERFORMEN				
\$	1,347,862.47	Sidewalk	Dec-2015	City of Miami	Fabiola Dubuisson / 444 SW 2nd Ave., Miami, FL / 305-416-1755
\$	448,627.00	Drainage & Paving	Dec-2015	City of Miami Beach	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
\$	180,922.00	Sidewalks	Dec-2015	Town of Miami Lakes	Elia Nuñez / 6601 Main ST, Miami Lakes, FL / 305-364-6100
\$	447,700.00	Sidewalks	Dec-2015	City of Homestead	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
\$	459,095.07	Sidewalks	Dec-2015	City of Hialeah	Efrain Hill / 501 Palm Ave, Hialeah, FL / 305-687-2698
\$	38,350.00	Sidewalks	Dec-2015	City of Wilton Manors	David Archacki / 2020 Wilton DR, Wilton Manors, 954-390-2190
\$	555,257.00	Concrete & Paving	Dec-2015	Mastec N.A.	Manuel Arismendy /2801 SW 46th AVE, Davie FL /305-232-3484
\$	3,126,563.00	Drainage & Paving	Dec-2015	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
\$	8,420.00	Sidewalk	Apr-2016	City of Weston	Jose Casio / 2599 S.Post Road, Weston FL / 954-385-2600
\$	13,998.40	Sidewalk	Apr-2016	City of Tamarac	Bill Lewis / 6011 Nob Hill Rd, Tamarac / 954-597-3723
5	1,956,893,98	Concrete & Paving	May-2016	Miami Dade County PWD	Freddy Valero // 111 NW 1st St., Miami, FL // 305-375-4317
\$	100,282.15	Sidewalk	Jul-2016	City of Deerfield Beach	Kathi Edwards / 200 Goollsby Blvd / 954-480-4432
\$	822,422.09	Paving	Jul-2016	MDC-Port of Miami	Juan Bergouignan/1001 N.America Way,Miami, FL/305-905-3925
\$	308,169.65	Drainage & Paving	Aug-2016	Miami Dade County PWD	Frank Mendoza / NW 1st St., Miami, FL / 305-375-4982
\$		Sidewalk	Sep-2016	City of Hallandale Beach	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach /954-457-3043
\$	56,626.52	Sidewalk	Oct-2016	City of Miramar	Bernard Buxton-Tetteh / 2300 Civic Center PL, / 954-883-5005
\$	25,453.22	Sidewalk	Oct-2016	City of Margate	Nick Cucunato / 102 Rock Isand, Margate, FL / 954-972-8126
\$	414,025.39	Drainage & Paving	Oct-2016	City of Doral	Carlos Arroyo / 8401 NW 53rd TER, Doral / 305-593-6740
\$		Sidewalk	Nov-2016	City of Homestead	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
\$		Sidewalk	Nov-2016	City of North Miami Beach	Kenny Paoletti / 17050 NE 19th AVE, NMB, FL / 305-948-2904
\$		Sidewalk	Nov-2016	Village of Palmetto Bay	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-946-2904
\$	and the second sec	Sidewalk	Nov-2016	Town of Davie	Osdel Fernandz-Larrea / 6901 Range DR, Davie / 954-797-2086
\$	the second se	Paving	Dec-2016	City of North Miami	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
\$		Concrete, Pavers, Paving	Dec-2016	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
\$	545,382.40	Sidewalk	Dec-2016	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
\$		Sidewalk	Dec-2016	Town of Miami Lakes	Elia Nuñez / 6601 Main ST, Miami Lakes, FL / 305-364-6100

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# Completed Contracts

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	OF WILDER	- 20101890 - 1	COMBFISHED.	CITY-COUNTY	
1	PERITORNHED				
	2,220,090.46	Drainage & Paving	Dec-2016	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
	448,409.05	Concrete & Paving	Dec-2016	Mastec N.A.	Manuel Arismendy /2801 SW 46th AVE, Davie FL /305-232-3484
	1,298,967,29	Sidewalk	Dec-2016	City of Miami	Fabiola Dubuisson / 444 SW 2nd Ave., Miami, FL / 305-416-1755
	1,430,637.29	Drainage & Paving	Dec-2016	City of Miami Beach	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
		Sidewalks	Dec-2016	City of Wilton Manors	David Archacki / 2020 Wilton DR, Wilton Manors, 954-390-2190
	157,163.25	Sidewalk	Dec-2016	Village of Pinecrest	Mark Spanioli / 10800 Red Rd, Pinecrest / 305-669-6916
1	102,580.00	Drainage & Paving	Dec-2016	City of South Miami	Grizel Martinez / 4795 SW 75th AVE / 305-403-2063
	48,303,00	Sidewalk	Dec-2016	Village of Key Biscayne	Tony Brown / 88 W.McIntyre ST, Key Biscayne, / 305-365-7568
	713,620.26	Drainage & Paving	Dec-2016	Miami Dade County 20140206	Freddy Valero // 111 NW 1st St., Miami, FL // 305-375-4317
	391,377.92	Sidewalk	Feb-2017	Miami Dade County 20140154	G. Coppolecchia / 111 NW 1st. St. Miami, FL / 305-375-2392
5	163,838.57	Sidewalk	Feb-2017	Miami Dade County 20140156	G. Coppolecchia / 111 NW 1st. St. Miami, FL / 305-375-2392
ŝ	78,153.00	Sidewalk	Feb-2017	City of Parkland FY2017	Gary Sessa / 6500 Parkside DR / 954-757-4108
	496,722.13	Sidewalk	Apr-2017	Miami Dade County 20150046	G. Coppolecchia / 111 NW 1st. St. Miami, FL / 305-375-2392
5	670,310.89	Drainage & Paving	Apr-2017	City of Aventura NE 29 PL Drainage	Antonio Tomei / 19200 W Country Club DR / 305-466-8923
;	620,197.80	Drainage & Paving	May-2017	Miami Dade County 20140207	Freddy Valero // 111 NW 1st St., Miami, FL // 305-375-4317
÷.	97,031.68	Sidewalk	May-2017	City of Hallandale Beach FY2017	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach /954-457-3043
5	441,981.59	Paving	Jun-2017	City of North Miami Asphalt FY2017	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
5	108,031.00	Sidewalk	Aug-2017	Village of Key Biscayne	Tony Brown / 88 W.McIntyre ST, Key Biscayne, / 305-365-7568
5	96,474.00	Sidewalk	Aug-2017	Village of Pinecrest FY2017	Mark Spanioli / 10800 Red Rd, Pinecrest / 305-669-6916
5	33,988.45		Aug-2017	City of Tamarac FY2017	Tom Vreeland / 6011 Nob Hill Rd, Tamarac / 954-597-3723
		Drainage, Paving &			
5		Sidewalk	Oct-2017	City of Coral Gables 2013.07.10	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
5	and the second se	Sidewalk	Oct-2017	Village of Palmetto Bay FY2017	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
5		Sidewalk	Oct-2017	City of Cooper City FY2017	Richard Freeman / 9070 SW 51st Street / 954-434-2300
\$	41,197.75		Nov-2017	Town of Davie FY2017	Osdel Fernandz-Larrea / 6901 Range DR, Davie / 954-797-2086
5	1,137,530.76	Sidewalk	Dec-2017	City of Miami M-0096 Y4	Fabiola Dubuisson / 444 SW 2nd Ave., Miami, FL / 305-416-1755

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# Completed Contracts

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OF WORK	WORK	COMPLETED	CITY - COUNTY	
ERFORMED	- 115			
37,725.25	Sidewalk & Paving	Dec-2017	City of Miami Springs FY2017	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
207,645.65	Sidewalk	Dec-2017	City of Miramar FY2017	Bernard Buxton-Tetteh / 2300 Civic Center PL, / 954-883-5005
341,597.62	Drainage & Paving	Dec-2017	Cily of Miami B-40339	David Adato / 444 SW 2nd Ave., Miami, FL / 305-416-1899
335,060.67	Drainage & Paving	Dec-2017	City of Miami B-40340	David Adato / 444 SW 2nd Ave., Miami, FL / 305-416-1899
158,261.92		Dec-2017	City of Miami B-40342	David Adato / 444 SW 2nd Ave., Miami, FL / 305-416-1899
2,342,332.79	Sidewalk & Landscaping	Dec-2017	City of Miami Beach, JOC-2017	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
2,299,276.36		Dec-2017	City of Miami JOC FY2017	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
230,681.61	Sidewalk & Paving	Dec-2017	Town of Miami Lakes FY2017	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
and the second se		Dec-2017		Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
				Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
49,950.70	Sidewalk	Dec-2017	City of Dania Beach FY2017	Ronnie Navarro / 100 W. Dania Beach Blvd / 954-924-3615
357,805.18	Concrete & Paving	Dec-2017	Mastec N.A. FY-2017	Manuel Arismendy /2801 SW 46th AVE, Davie FL /305-232-3484
	01 WORK ERFORMED 37,725.25 207,645.65 341,597.62 335,060.67 158,261.92 2,342,332.79 2,299,276.36 230,681.61 218,489.32 517,566.45 49,950.70	OF WORK ERFORMEDWORK MORK37,725.25Sidewalk & Paving207,645.65Sidewalk341,597.62Drainage & Paving335,060.67Drainage & Paving158,261.92Drainage & Paving158,261.92Drainage & Paving158,261.92Drainage & Paving2,342,332.79Drainage, Paving2,299,276.36Concrete, Pavers, Paving230,681.61Sidewalk & Paving230,681.61Sidewalk517,566.45Sidewalk	WORK EXFORMEDWORK PORMERCOMPLETED37,725.25Sidewalk & Paving Dec-2017Dec-2017207,645.65SidewalkDec-2017341,597.62Drainage & Paving Drainage & PavingDec-2017335,060.67Drainage & Paving Drainage, Paving, SidewalkDec-2017158,261.92Drainage & Paving, SidewalkDec-20172,342,332.79Drainage, Paving, LandscapingDec-2017230,681.61Sidewalk & Paving Dec-2017Dec-2017230,681.61Sidewalk & Paving Dec-2017Dec-2017218,489.32Sidewalk Dec-2017Dec-201749,950.70SidewalkDec-2017	OF WGRA EKFORMEDWORKCOMPLETEDCITY - COUNTY37,725.25Sidewalk & PavingDec-2017City of Miami Springs FY2017207,645.65SidewalkDec-2017City of Miami Springs FY2017341,597.62Drainage & PavingDec-2017City of Miami B-40339335,060.67Drainage & PavingDec-2017City of Miami B-40340158,261.92Drainage & PavingDec-2017City of Miami B-40342Drainage, Paving, SidewalkDec-2017City of Miami B-403422,342,332.79LandscapingDec-2017City of Miami Beach, JOC-20172,299,276.36PavingDec-2017City of Miami JOC FY2017230,681.61Sidewalk & PavingDec-2017City of Miami Lakes FY2017230,681.61Sidewalk & PavingDec-2017City of Miami Lakes FY2017218,489.32SidewalkDec-2017City of Miami Gardens 15-16-039A49,950.70SidewalkDec-2017City of Dania Beach FY2017

		OF CONTRACTS ON HA		0010		
	Give full information about all o	of your contracts, wheth	ner prime or subcont	racts;		
	whether in progress or awarded but not yet b	egun; and regardless o		h whom contracted.		
1	2	3	4	5	6 TUNCOMPLETED AMOUNT TO BE	TOONE BY ADDI (CAA
	DOT PROJECTS AND LOCATION OF WORK YOU ARE	DOM RACTION	AMOUNT SUBLET TO	BALANCE OF		
GLASSES OF WORR	RERFORMING	SUBCONTRACT)	OTHERS	CONTRACT AMOUNT	AS PRIME CONTRACTOR	AS
	ISLAN CARMING	AMOUNT.	a rundes			SUBCONTRACT
		\$	\$	\$	\$	\$
			DOT WORK	\$		
				(Col. 5 Subtotal)		
	and the second s	CONTRACT (DR	AMOUNT SUBLEY TO		-	
Connot a Gal scipital	(Non-DOT) PROJECTS OVINEN AND	SUBDOW (INC.)	DTI (ERS	BALANCE OF		
	LOCATION OF WORKY OU ARE PERFORMING	INTIG THE	Duiteus	CONTRACT AMOUNT		A month of the
rainage, Paving, Sidewalk	Gity of Coral Gables, PWD- (Year-2018)	\$500,000.00		\$477,380.50	\$477,380.50	
idewalk	City of Miami, M-0096 (Year-2018)	\$604,879.00		\$417,992.30	\$417,992.30	
rainage, Paving, Sidewalk	Village of Palmetto Bay, Drainage Improvs 1617-11-009	\$369,637.56		\$369,637.56	\$369,637.56	
idewalk	Village of Palmetto Bay, Sidewalk villagewide 2018	\$5,000.00		\$5,000.00	\$5,000.00	
Fainage, Paving, Sidewalk.	City of Coral Springs, NW 110 AVE Improvements	\$1,517,421,50	)	\$784,672.53	\$784,672.53	
hainage, Paving, Concrete	JOC-Power Alliance, Miami Beach 2018	\$1,000,000.00		\$1,000,000.00	\$1,000,000.00	
aving	Miami-Dade County, WASD Rehabilitation 20150201-R	\$712,732.13		\$200,703.57	\$200,703.57	
idewalk	City of Weston, Sidewalk Repairs 2018	\$50,000.00	1.0	\$43,437.98		1
Vater & Sewer Repairs	City of Weston, Miscellaneous Water & Sewer Repairs	\$100,000.00		\$14,950.00	\$14,950.00	
idewalk	City of Miami Springs, Sidewalk Repairs FY 2018	\$20,000.00		\$7,020.00		
rainage, Paving, Concrete	Town of Miami Lakes, Miscellaneous Work 2018	\$109,800.00		\$103,180.00		
	City of Homestead, Sidewalk Installation Repairs 2018	\$25,000.00		\$24,433.00		
idewalk idewalk	City of Deerfield Beach, CDGB Sidewalk 2018	\$37,858.75		\$37,858,75		
	City of Miami Gardens, Sidewalk Repairs (Year 2018)	\$500,000.00		\$399,091.78		
idewalk	City of North Miami Beach, Sidewalk Repairs (1ear 2010)	\$5,000.00		\$5,000.00		the second se
idewalk	City of Wilton Manors, Sidewalk Repairs 2018	\$16,497.00		\$16,497.00		
idewalk	City of Dania Beach, Sidewalk Repairs 2018	\$130,000.00		\$130,000.00		
idewalk	Miami Dade Water & Sewer, S-868-R	\$7,002,082.00		\$5,000,151.69		
Vater, Sewer, Paving, Concrete	Mastec, Restoration Contract 2018	\$300,000.00		\$264,440.00		
Concrete, Paving	City of Miami- B-40668. Flex Park Marine Stadium	\$7,000,000.00		\$771,130.19	the second s	
Nater, Sewer, Drainage, Concrete		\$20,000.00		\$6,576.00	and the second	
idewalk	Village of Key Biscayne, Sidewalk Repairs 2018	\$5,000.00		\$5,000.00		
Sidewalk	Village of Pinecrest, Sidewalk Repairs 2018	\$200,000.00		\$186,301.40		
Sidewalk	City of Miramar, Sidewalk Repairs 2018	\$200,000.00		\$1,500.00		
sidewalk	City of Margate, Sidewalk Rapairs 2018	\$1,500.00		\$24,000.00		
lidewalk	City of Tamarac, Sidewalk Repairs 2018	\$24,000.00		\$80,000.00	and the second se	
idewalk, Paving	City of Hallandale Beach, Sidewalk 2018	\$1,136,770.00		\$8,763.66	The second s	
rainage, Paving, Concrete	City of Miami, B-40347 (Grove Park)			\$631,500.00		
aving	City of North Miami, Roaway Improv. 10-17-18 NW 130 S	\$631,500.00		\$2,000,000.00		
rainage, Paving, Concrete	City of Miami, JOC-2018	\$3,343,050.15		\$505,944.25		-
rainage, Paving, Concrete	Town of Medley, RPQ#2015-005 NW South River DR			\$60,400.75		
idewalk.	Town of Davie, Sidewalk Repairs 2018	\$100,000.00		\$3,215,410.00		
Vater	North Bay Village, Water Meter Replacement Project			\$1,413,913.16	and the second se	
aving	Miami-Dade County. WASD Rehabilitation 20170231	\$1,413,913.10		\$617,813.10		
idewalk	Miami-Dade County,PTP Sidewalk 20170179	\$617,813.10	The second s			
		\$0.00		\$0.00		
		\$0.00		\$0.00		
		\$0.00		\$0.00		
		\$0.00		\$0.00		-
		\$0.00		\$0.00		
		\$0.00		\$0.00		
				\$18,829,699.17	\$18,829,699.1	4
			-	(Col. 5 Subtotal)		
	PLEASE ENTER ATTACHMENT TOTAL	S ON THIS LINE				
		TOTAL UNCOMPLET	ED WORK ON HAND	TO BE DONE BY YOU	\$18,829,699.17	\$0.00
OTE: Columns 3 and 4 to show total contract (or	subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amoun	in columns 6 or 7 to be uncomplete	bd	GRAND TOTAL		\$18,829,699.
ortion of amount in column 5. All amounts to be	shown to nearest \$100.00. The Contractor may consolidate and list as a single item.	all contracts which individually do n	ot		Total of Columns 6 & 7 Must B	Filled In and Must
ceed 3% of the total, and which, in the aggregate					Contraction of the state of the	a state of the state of the state of the

# EQUIPMENT LIST

ENA G	OUABITIY	OFSCRIPTION AND CAPCITY OF ITEMS		YEAR
-		DESCRIPTION	S/N	
1	1	PC228USI.C-3 HYDRAULIC EXCVATOR KOMATSU	21605	2003
2		PC228USLC-3 HYDRAULIC EXCAVATOR KOMATSU	30233	2003
3		PC228USLC-3 HYDRAULIC EXCAVATOR KOMATSU	30314	2003
A	1	KOMATSU D51PX-22 CRAWLER DOZER - CAB	B10096	2007
5	1	J.D. CRAWLER DOZER 450J	T0450JX119147	2006
7	1	BC 5175K STEER LOADER	530111877	2006
9	1	BC S300K SKID STEER LOADER KSREIES	531111006	2005
10	1	BC S220K SKID-STEER LOADER	530711098	2006
11	1	BC S220K SKID-STEER LOADER	530711099	2006
12	1	BC S250 SKID-STEER LOADER	530913462	2006
13	1	CATERPILLAR SKID STEER LOADER 272 C	RE00229	2009
14	1	KOMATSU FORKLIFT FG25ST-11	4054514	2005
15	- 1	THOMAS MINI EXCAVATOR PX15	NS1530555	2004
18	1	KOMATSU WHEEL LOADER WA400-5L	A40071	2005
19	1	SAKAI DOUBLE DROM VIBRATORY ROLLER SW850	VSW26-30148	2008
20	1	KOMATSU HYDRAULIC EXCAVATOR PC300LC-7L	A85655	2006
21	1	CATERPILLAR ASPHALT DRUM COMPACTOR CB-214E	21400747	2006
22	1	BC SKID S630	A3NT11183	2009
23	1	BC SKID-STEER LOADER \$185	519033640	2003
24	1	BC SKID-STEER LOADER S185	519030441	2002
25	1	SWEEPER RIDE 6FT	29584-LJ	2004
26	1	BC 14" PLNR	231200549	2006
28	1	KKSY TL	1K9BA08145T244072	2005
29	1	KKSY TL	1K9BA08165T2440723	2005
30	1	BOBCAT	A48466	2006
31	1	KOMATSU EXCAVATOR	86407	2004
32	1	BACKHOE	H10027168	2003
33	1	BACKHOE	31308	2004
34	1	POWER MODULE		2004
35	1	CATERPILLER EXCAVATOR		2001
36	1	CATERPILLAR ASPHALT PAVER AP-600D	TFZ00215	2001

EQU	PM	ENT	LIST

	OOWNI (LA.	GESCRIPTION AND CAPCITY	OF ITEM/5	YEAR
		DESCRIPTION	S/N	
37	1	FORK LIFT F800	1FDXF80G6VVA00842	199
38	1	CATERPILLAR R1600 6000 4X4X4 TELESCOPIC FORKLIFT	5600475	199
39	1	TREET SWEEPER CS500	SA/12VM-402/22068236	200
40	1	DOBLE DRUM ROLLER C340C	109C14603329	
41	1	WG MILLING MACHINE W2000	06.20.1218	
.42	1	EXCAVATOR E35	A93K14370	201
43	1	LEE-BOY CRAWLER ASPHALT PAVER L8500T	1041202007104	200
44	1	CRAWLER ASPHALT PAVER CR461R	051203	200
45	1	SWEEPER 72" 72SB	783725887	
46	1	HYPAC WHEEL PNEUMATIV ROLLER C50AH9	901A22202324	200
47	1	BROCE BROOM BB250B	303052	200
48	1	BC SKID STEER LOADER 326E	1T0326ELDJ254606	201
49	1	BC SKID STEER LOADER S650	A3NV23274	201
50	1	BOBCAT 220	200602539526	200
52	1	JD BACKHOE LOADER 310SJ	1T0310SJKBD203996	201
53	1	JD BACKHOE LOADER 310SJ	T03105JHBD203019	201
54	1	BOMAG 2000/60-2 MILLING MACHINE	821836261037	201
55	1	BC SKID-STEER LOADER S650 T4	ALJ813842	201
56		BA 72" SWEEPER	783732759	201
57	1	BC SKID-STEER LOADER S650 T4	ALJ819024	201
58	1	JD BACKHOE LOADER 310J 4X4	T0310JX179460	200
59	1	JD VIBRATORY TANDEM ROLLER BW120L-5	861880291047	201
60	1	JD SIKD STEERR LOADER \$ 328D	1T0328DLCCD233281	201
61	1	BC TRACTOR FRONT MOUNT SWEEPER CT450	AKBP11077	201
62	1	JD MINI HYDRAULIC EXCAVATOR 35D	X237612	200
63	1	JD MINI HYDRAULIC EXCAVATOR 35D	X260192	200
64	1	LEE BOY CRAWKER ASPHALT PAVER L8816 T	4Q895	200
65	1	BC SKID STEER LOADERS S650 T4	ALJ815757	201
66	1	JD WHEEL LOADER 544K	1DW544KZLFE667576	201
67	1	BC SKID STEER LOADERS S650 T4	ALJ814525	. 201
68		BC SKID STEER LOADERS S650 T4	ALJ814176	201
69	1	TEREX 760	SMFB44TR027CM7168	
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## EQUIPMENT LIST

TEM JOUAN	TITY DESCRIPTION AND CAPI	TTY OF ITEMS	YEAR
	DESCRIPTION	S/N	init de
70	1 LEE BOY L8500T CRAWLER ASPHALT PAVER		2002
71	1 HYPAC C530AH 9 WHEEL PNEUMATIC ROLLER	90A2202324	2004
72	1 J.D. 326E SKID STEER LOADER	1T0326ELCDJ254606	201-
73	1 BOBCAT S650 SKED STEER LOAERS	A3NV23274	201
74	1 MX SYSTEM WITH 1000 GALLON TANK	1VR6120P5D2002191	201
75	1 TX 760	h10031308	2004
76	1 CR461R CRAWLER ASPHALT PAVER	51203	2002
77	1 CAT. 302.5C	CAT3025CTGBB01923	2004
78	1 WIRTGEN W2000 MILLING MACHINE	06.20.1218	
79	1 J.D. 310 SJ BACKHOE LOADER	1T0310SJKBD203996	201
80	1 J.D. 310 SJ BACKHOE LOADER	1T03105JKBD203019	201
81	1 CATERPILLAR SKID STEER LOADER 272C	RED00229	200
82	1 KOMATSU FORKLIFT FG25ST-11	4054514	
83	1 BOBCAT S650 SKED STEER LOAERS	ALJ814176	201
84	1 JD SKID STEER 324E	1T0324EJHJ300195	
85	1 JD COMPACT EXCAVATOR 35G	510001343089	
86	1 BOBCAT SKIED STEER LOADER S650 T4	ALJ819520	
87	1 MAULIN 1550-D ASPHALT PAVER	370P50TKZ9Y203370	2010
88	1 CATERPILLAR CB 224E TANDEM VIBRATORY ROLLER	CATCB224622402103	2006
89	1 BOMAG BW 138AD TAQNDEM VIBRATORY ROLLER	1.0165E+11	2004
90	1 TSS38 BROOM	25TS0206	2005
91	1 T/A HYDRO VAC TRUCK L7501	2FZNRJCB5XAA31988	1999
92	1 KOMATSU HYDRAULIC EXCAVATOR PC 138 USLC-11	50830	2017
93	1 BOBCAT SKID - STEER LOADER S650 T4	ALJ819024	2016
94	1 JD COMPACT EXCAVATOR 35G		
95	1 JD CLOADER BACKHOE 310J	T0310JX179460	2009
96	1 BOMAG BW 120SL-5 VIBRATORY TANDER ROLLER	861880291047	2015
97	1 JD SKID STEER 328D	1T0328DLCCD233281	2013
98	1 BOCAT CT450 TRACTOR K2FMH078-EV	16CH1-02-070	2012
99	1 JD MINI HYDRAULIC EXCABATOR 35D	X237612	2007
100	1 JD MINI HYDRAULIC EXCABATOR 35D	X260192	2008
101	1 BOBCAT SKID - STEER LOADER S650 T4	ALJ815757	2016
102	1 BROOM TRATOR CHALLENDER MT 285B	JRB43613	2006
103	1 LAY-MAR 6H B RIDE ON BROOM	24476	1996
104	1 HAMN HD 120 TANDEM VIBRATORY ROLLER	47876	2002
105	1 BOCAT SKID STEER LOADER S650 T4	ALI81382	2.002

# EQUPMENT LIST

- TRA - 171110	MITTY	DESCRIPTION AND CA	PCITY OF ITEMS	YEAR
		DESCRIPTION	S/N	MFGD
1	1 CHEV. PK		1GCGC24U5YE358210	200
2	1 CHEV. TK		1GBE4E1194F503600	200
3	1 CHEV. TK		1GBJC34U71F203626	200
4	1 CHEV. TK		1GHC24U03Z107777	200
5	1 CHEV. VN		1GCHG39RX2188489	200
6	1 FORD DP		1FTYY96D3WVA18515	199
7	1 FORD F150 PK		1FTRX12W69KB36242	200
8	1 FORD F350 TK		1FDWF36546EB22901	200
9	1 FORD F350 TK		1FDWF36P06EC81688	200
10	1 FORD F350 TK		1FDWW36R68EC45072	2008
11	1 FORD F350 TK		1FTW3BT7CEA76543	2007
12	1 FORD F350 TK		1FTWW31R98EB98339	200
13	1 FORD F450 TK		1FDXF46P65EB88120	200
14	1 FORD PK		1FTRX12W78FB87840	200
15	1 FORD TK		1FDTFW1CV9AKB337669	2000
16	1 FORD TK		1FDXF46RX8EC01117	2008
17	1 FORD TK		1FDXF80E6VVA00842	1997
18	1 FORD TK		1FDXR82A9HVA00582	1997
19	1 FORD TK		1FTYA96WXVVA42962	1997
20	1 FORD VN		1FTSE34L09DA16852	2009
21	1 FORD VN		1FTSS34LX4HA22801	2003
22	1 FREI TK		1FV6HJBAXXH989357	1999
23	1 FRHT DP		1FUWTMCB1WH963191	1998
24	1 FRHT TK		1FVACWDC97HX85458	2007
25	1 FRHT TK		1FVACXDC55HU97312	2007
26	1 FRHT TK		1FVHALAS71PH71752	2001
27	1 GMC TK		1GDM7H1CXXJ502373	1999
28	1 GMCTK		1GDESC1104F500268	2004
29	1 IHST TK		1HTMKAANX7H264398	2004
30	1 IHST TK		1HTMMAAN93H594781	2007
				2003
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# EQUPMENT LIST

OM OUA		DESCRIPTION AND CAPCE	Y OF ITEMS	YEAR MEGD
		DESCRIPTION.	5/N	
31	1 INLT TK		1HTMMAAM06H340842	2000
32	1 INTL TK		1HTSCAAMOWH546026	1998
33	1 INTL TK		1HTMLAFM13H573345	2003
34	1 INTL TK		1HTMMAAN94H654026	2004
35	1 INTL TK		3HAJEAVH76L357841	2006
36	1 ISUZU TK		JALC4B141X7017274	1999
37	1 ISUZU TK		JALC4B143Y7011171	2000
38	1 ISUZU TK		JALB4B14417006210	2001
39	1 KW TR		1XKDDU9X53J385667	2003
40	1 MACK DP		1M1AA12Y8RW038404	1994
41	1 MACK DP		1M1AA12Y2SW045953	1995
42	1 MACK TK		1M1AE06Y0YW001306	2000
43	1 MACK TK		1M1AE06Y63W014845	2003
44	1 STEM DP		2FWYHMDB9YAF69902	2000
45	1 STEM TK		2FWWHZYA71AH20148	2001
46	1 STEM TK		2FZNEWEB51AH56648	2001
47	1 STER DP		2FZNNPYB4XAA99772	1999
48	1 STRG TK		2FWA2DL05AU11125	2005
49	1 VOLVO TK		4VA7BAPF7XN750700	1999
50	1 VOLVO TK		4VA7BAPF9XN750701	1999
51	1 VOLVO TK		4VA7BBJF5XN769704	1999
52	1 VOLVO TK		4V5JC8UFX1N871548	2001
53	1 VOLVO TK		4V5KC9GF82N329954	2002
54	1 FRHT		1FHALAS82PJ70977	2002
55	1 FRHT		1FVHALAS21PH95778	2001
56	1 FRHT		1FVHALAS41PH68775	2001
57	1 PETERILT DP		1NPALT0X715519264	2001
-				

M Katta	NTILY	DESCRIPTION AND CAPCITY OF ITEMS	YEAR MFGD
		DESCRIPTION S/N	
1	1 ANDS TL	4YNBN16243C015850	2003
2	1 ANDS TL	4YNBN16283C015849	2003
3	1 ANDS TL	4YNBN12254C021521	2004
4	1 ANDS TL	4YNBN18206C044070	200
5	1 BEHL	16JF01829S1026623	1995
6	1 BOMG TL	1B9PT132981744024	2008
7	1 CEB TL	CEB020XCB707	200
8	1 CEC VS	CEC500831203	2003
9	1 CONTINELTAL	1ZJBA31317M051170	200
10	1 CUST TL	58732153521003966	2002
11	1 ECON TL	42EDOHF4131000634	2003
12	1 EQUP TL	4Y3U516222S011116	2002
13	1 HMD TL	HM20020143	2002
14	1 HORI TL	4Y3UC1223Y5007447	2003
15	1 KAUF TL	15XFS18285L001024	2005
16	1 KAUF TL	15XFS1865L001023	2005
17	1 KAUF TL	5VGFD2027GL003905	2016
18	1 KKSY TL	1K9BA08105T244070	2005
19	1 KKSY TL	1K9BA08105T244071	2005
20	1 KKSY TL	1K9BA08145T244072	2005
21	1 KKSY TL	1K9BA08165T244073	2005
22	1 LEEB TL	1B9DS15217D309305	2007
23	1 RORI TL	1R9PD27222M356074	2002
24	1 SEAM	1S9A51825W042158	1998
21	1 SOU TL	4Y3US182525011379	2002
22	1 SOUT TL	4Y3US16202S011017	2002
23	1 SOUT TL	4Y3US18242S010935	2002
24	1 TLZE TL	3496877	1977
25	1 TRAI TL	1DA72R6D3GM008586	1987
26	1 WITTI TL	1W8A11E385S000079	2005
27			
28			
	300 BARRICADES		

# EQUPMENT LIST

# SPECIALIZED TRUCKS

TEM QU/	AN FITY			DESCRIPTION	N AND CAPCITY OF ITEN	/IS	YEAR
			6	DESCRIPTION		S/N	1011 50
1	1 FOR	RD VN	TV TRUCK			1FDXE45P96HA0418	2006
2	1 FOR		VACTOR TRUCK			1FDZW82E0VVA16881	 1997
3	1 510		VACTOR TRUCK			2FZNRJCB5XAA31988	 1999
4	1 STR		VACTOR TRUCK			2FZHAWBS68AY09555	2008
5							2000
6							
7							 1
8							
9							
10							-
11							1
12							 -
13							
14							-
15							
16							1
17							
18							1
19							
20							
21							-
22							1
23							
24							
21							
22							
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26							
27							
28							



## Town of Miami Lakes Memorandum

To:	Honorable Mayor and Councilmembers
From:	Alex Rey, Town Manager
Subject:	Authorization to Award a Contract to H&R Paving, Inc. for ITB 2018-38 Miami
	Lakeway South Resurfacing Project
Date:	10/2/2018

#### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to execute a contract with H&R Paving, Inc. ("H&R"), the lowest responsive and responsible bidder, for the Miami Lakeway South Resurfacing Project in an amount not to exceed \$200,000. This amount includes H&R's bid amount of \$173,560 and a contingency of \$26,440 for unforeseen circumstances and additional work. Construction is anticipated to be completed within seventy-five (75) days after contract execution. The amount of \$200,000 is budgeted in the fiscal year 2018-2019 Capital Projects Fund for this project.

### **Background:**

The Miami Lakeway South Resurfacing Project includes the area from 67th Avenue to Lake Candlewood Court. The work includes asphalt milling and resurfacing, signage and pavement markings, and other roadway improvements as shown on the construction drawings.

The Town issued Invitation to Bid ("ITB") 2018-38 for the Miami Lakeway South Resurfacing Project on August 23, 2018. The ITB was posted to DemandStar, Miami Daily Business Review, and Public Purchase, and the and posted in the Government Center Lobby. To qualify for award, prospective Bidders were required to:

1. Possess a current certified General Contractor license issued by the State of Florida or a Miami-Dade County Certificate of Competency as a General Engineering Contractor;

2. Possess a minimum of five (5) years' experience, under its current business name, in the construction of roadway/horizontal projects involving public right-of-way;

3. Provide at least five (5) verifiable client references, from organizations other than the Town of Miami Lakes, demonstrating the successful completion of at least five (5) projects of similar size, scope, and complexity within the last five (5) years; and

4. Self-perform at least thirty percent (30%) of the Work using its own employees.

On the date of the bid opening, September 12, 2018, we received eight (8) Bids from the following Bidders: 1. H&R Paving, Inc. ("H&R") - \$173,560

- 2. Weekley Asphalt Paving ("Weekley") \$183,470.95
- 3. General Asphalt, Co., Inc. ("General") \$211,600.65
- 4. Metro Express, Inc. ("Metro") \$237,000
- 5. Miguel Lopez Jr, Inc. ("Miguel") \$250,886
- 6. Ranger Construction Industries, Inc. ("Ranger") \$262,500
- 7. M&M Asphalt Maintenance, Inc. dba All County Paving ("All County") \$299,914
- 8. V Engineering & Consulting, Corp. ("V Engineering") \$320,000

Procurement reviewed the bids for responsiveness and found that H&R, the lowest bidder, submitted a responsive bid. The review of H&R's bid did not reveal any material defects in the bid or in H&R's qualifications. H&R has been in business for 42 years, is licensed to do the work, and provided references for five similar roadway projects completed in the last five years. Procurement did not find any issues with H&R's licenses or litigation history.

Based on Procurement's review of the bid submittals, we have determined that H&R Paving, Inc. is the lowest responsive and responsible bidder and their bid prices are fair and reasonable. As such, it is recommended that the Town Council authorize the Town Manager to execute a contract in the amount of \$200,000 to H&R Paving.

## ATTACHMENTS:

Description **Resolution** 

#### RESOLUTION NO. 18-\_\_\_\_

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2018-38, MAMI LAKEWAY SOUTH RESURFACING PROJECT TO H&R PAVING, INC. IN AN AMOUNT NOT TO EXCEED \$200,000; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, in accordance with Section 5 of Town Ordinance 17-203, the Town issued an Invitation to Bid ("ITB") No. 2018-38 on August 23, 2018, for Miami Lakeway South Resurfacing Project; and

WHEREAS, the ITB was properly advertised in the Miami Daily Business Review, posted on the Town Website, Demand Star, and Public Purchase, and noticed in the Town Hall

lobby; and

WHEREAS, the Town received eight (8) bids by the bid deadline from H&R Paving, Inc., Weekley Asphalt Paving, General Asphalt, Co., Inc., Metro Express, Inc., Miguel Lopez Jr, Inc., Ranger Construction Industries, M&M Asphalt Maintenance, Inc. dba All County Paving, and V Engineering & Consulting, Corp; and

WHEREAS, based on due diligence, Procurement determine that H&R Paving, Inc. was the lowest responsive and responsible bidder; and

Page 2 of 5 Resolution No.\_\_\_\_

WHEREAS, Procurement recommended awarding a contract to H&R Paving, Inc. in the amount of two hundred thousand dollars (\$200,000), which includes H&R Paving, Inc's bid amount of one hundred seventy-three thousand, five hundred sixty dollars ("\$173,560) plus a contingency amount of twenty-six thousand, four hundred forty dollars (\$26,440) for unforeseen circumstances or additional work; and

WHEREAS, the Town Manager concurs with Procurement's recommendation and recommends the Town Council authorize the award of a contract to H&R Paving, Inc. for the construction of the Miami Lakeway South Resurfacing Project in an amount not to exceed \$200,000; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with H&R Paving, Inc. for the construction of the Miami Lakeway South Resurfacing Project in an amount not to exceed \$200,000.

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

Section 1. <u>Recitals</u>. The foregoing Recitals are true and correct and incorporated herein by this reference.

<u>Section 2.</u> <u>Approval of the Contract.</u> The Town Council hereby approves the award of a contract to H&R Paving, Inc. in substantially the form attached hereto as Exhibit "A" for the construction of the Miami Lakeway South Resurfacing Project in an amount not to exceed \$200,000.00 (hereinafter referred to as "Contract").

Section 3. <u>Authorization of Town Officials.</u> 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.

<u>Section 4.</u> <u>Authorization of Fund Expenditure</u>. 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 H&R in an amount not to exceed \$200,000 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

Page 4 of 5 Resolution No.\_\_\_\_

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 Frank Mingo Councilmember Luis Collazo \_\_\_\_\_ Councilmember Timothy Daubert \_\_\_\_\_ Councilmember Ceasar Mestre \_\_\_\_\_ Councilmember Nelson 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 Page **5** of **5** Resolution No.\_\_\_\_

# **EXHIBIT** A

Agreement between the Town of Miami Lakes and **H&R Paving, Inc.** 

for Miami Lakeway South Resurfacing Project, ITB 2018-38

# **INVITATION TO BID**

# **Miami Lakeway South Resurfacing Project**

ITB No. 2018-38



The Town of Miami Lakes Council:

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

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

Date Advertised	August 23, 2018
Bids Due	11:00 AM September 12, 2018

## Miami Lakeway South Resurfacing Project

## ITB 2018-38

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## SECTION A. NOTICE TO BIDDERS

ITB Name:	Miami Lakeway South Resurfacing Project
ITB No.:	2018-38
Bids Due:	11:00 AM, September 12, 2018

#### **Solicitation Overview:**

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified and experienced contractors to construct the Miami Lakeway South Resurfacing Project ("Project"). The Town is seeking an experienced contractor with the right combination of price, qualifications, and experience to help ensure that the Town will have a contractor who can bring this Project in on time, within budget and according to the plans and specifications, with a minimum of issues and change orders.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on Flash Drive. Sealed Bids, including the Flash Drive <u>must</u> be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00 AM on September 12, 2018**, at which time the Bids will be opened.

#### Scope of Work

The Contractor must furnish all labor, materials, tools, equipment, machinery, and service necessary for roadway improvements on the portion of Miami Lakeway South from NW 67th Avenue to Lake Candlewood Court. The Work includes, but is not limited to, asphalt milling and resurfacing, signage and pavement markings, and other roadway improvements as shown on the construction drawings.

The full Scope of Work is detailed in the construction drawings.

#### **General Instructions:**

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

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

#### Minimum Requirements to Submit a Response:

Prospective Bidders must have the following to be eligible for award:

- 1. Possess a current certified General Contractor license issued by the State of Florida or a Miami-Dade County Certificate of Competency as a General Engineering Contractor;
- 2. Possess a minimum of five (5) years of experience, under its current business name, in the construction of roadway/horizontal projects involving public right-of-way;
- 3. Provide at least five (5) verifiable client references, from organizations other than the Town of Miami Lakes, demonstrating the successful completion of at least five (5) projects of similar size, scope, and complexity within the last five (5) years; and
- 4. Self-perform at least thirty percent (30%) of the Work using its own employees.

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

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted. Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

#### **END OF SECTION**

## **SECTION B. INSTRUCTIONS TO BIDDERS**

#### **B1 DEFINITION OF TERMS**

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

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

#### **B2 BID PROCESS**

#### **B2.01 GENERAL REQUIREMENTS FOR BID PROCESS**

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

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

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

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

#### B2.02 PREPARATION OF BID

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

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

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

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

#### B2.03 ESTIMATED QUANTITIES

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

#### B2.04 LINE ITEM QUANTITIES

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

#### B2.05 ADDITIONAL LINE ITEM PRICING

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

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

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

#### B2.07 PRE-BID CONFERENCE

No pre-bid conference has been scheduled for this solicitation.

#### B2.08 QUALIFICATION OF BIDDERS

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

#### B2.09 EXAMINATION OF CONTRACT DOCUMENTS

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

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

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

#### **B2.10 INTERPRETATIONS AND CLARIFICATIONS**

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

#### B2.11 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.

#### B2.12 ACCEPTANCE OR REJECTION OF BIDS

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

#### (i) Unbalanced Bids

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

#### B2.13 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.

#### B2.14 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).

#### B2.15 LOCAL PREFERENCE

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at <a href="http://www.miamilakes-fl.gov">http://www.miamilakes-fl.gov</a>.

#### B2.16 TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

#### B2.17 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.

#### B2.18 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 12-142, Section 16, which is available at <u>http://www.miamilakes-fl.gov</u>.

#### 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 lowest responsive and responsible Bidder(s) within sixty (60) days of an award authorization from the Town Council, or the Town Manager's concurrence with the 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<sub>7</sub> 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 firm or in which a parent Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

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

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

#### B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

#### B3.04 PUBLIC RECORDS AFFIDAVIT

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

#### B3.05 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

#### **END OF SECTION**

## **SECTION C. GENERAL TERMS & CONDITIONS**

#### **C1 GENERAL REQUIREMENTS**

#### C1.01 GENERALLY

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

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

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

#### C1.02 RULES AND REGULATIONS

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

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

#### C1.03 HOURS FOR PERFORMING WORK

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

#### C1.04 SUBCONTRACTORS

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

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

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

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

#### C1.05 CONSULTANT SERVICES

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

#### C1.06 AUTHORITY OF THE PROJECT MANAGER

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

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

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

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

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

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

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

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

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

#### C1.07 INDEPENDENT CONTRACTOR

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

#### C1.08 THIRD-PARTY BENEFICIARIES

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

#### C1.09 ASSIGNMENT OR SALE OF CONTRACT

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

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

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

#### C1.10 TIME FOR COMPLETION

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

#### C1.11 APPLICABLE LAW AND VENUE OF LITIGATION

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

#### C1.12 NON-EXCLUSIVE CONTRACT

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

#### C1.13 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

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

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

#### C1.15 ENTIRE AGREEMENT

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

#### C1.16 INTENTION OF THE TOWN

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

#### C1.17 PRIORITY OF PROVISIONS

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

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

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

- 1. Scope of Work and Specifications will govern over Plans and Drawings;
- 2. Schedules, when identified as such will govern over all other portions of the Plans;
- 3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;

- 4. Larger scale drawings will govern over smaller scale drawings;
- 5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
- 6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

#### C1.18 ROYALTIES AND PATENTS

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

#### C1.19 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

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

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

#### C1.20 VEHICLES & EQUIPMENT

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

#### C1.21 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.

#### C1.22 OWNERSHIP OF THE WORK

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

#### C1.23 TOWN LICENSES, PERMITS AND FEES

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

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

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

#### C1.24 TAXES

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

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

#### C1.25 REMOVAL OF UNSATISFACTORY PERSONNEL

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

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

#### C1.26 DEFECTIVE OR NON-COMPLIANT WORK

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

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

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

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

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

#### C1.27 COMPLIANCE WITH APPLICABLE LAWS

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

#### C1.28 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

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

#### C1.29 NOTICES

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

For Town:

Mr. Alex Rey Town Manager Town of Miami Lakes 6601 Main Street Miami Lakes, Florida 33014 reya@miamilakes-fl.gov Raul Gastesi Town Attorney Town of Miami Lakes 6601 Main Street Miami Lakes, Florida 33014 rgastesi@miamilakes-fl.gov For Contractor: Raul Gonzalez President H&R Paving, Inc. 1955 NW 110 Avenue Miami, FL 33172 abc@hrpaving.com

#### Space intentionally left blank

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

#### **C2 INDEMNITY & INSURANCE**

#### C2.01 INDEMNIFICATION

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

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

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

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

#### C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

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

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

#### C2.03 DEFENSE OF CLAIMS

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

#### C2.04 INSURANCE

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

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

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

#### b. Comprehensive Business Automobile and Vehicle Liability Insurance:

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

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

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

- Products and/or Completed Operations for contracts with an Aggregate Limit of One
   Million Dollars (\$1,000,000) per project. Contractor must maintain in force until at least
   three years after completion of all Work required under the Contract, coverage for
   Products and Completed Operations, including Broad Form Property Damage.
- (2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars** (\$1,000,000).
- (3rd) CGL Required Endorsements:
  - a) Employees included as insured
  - b) Contingent Liability/Independent Contractors Coverage
  - c) Contractual Liability
  - d) Waiver of Subrogation
  - e) Premises and/or Operations
  - f) Explosion, Collapse, and Underground Hazards (if not specifically covered under the policy)
  - g) Loading and Unloading
  - h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

#### d. Certificate of Insurance

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

#### e. Additional Insured

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

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

#### **C3 PUBLIC RECORDS**

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

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

#### f. Public Records

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

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

#### g. Retention and Transfer of Public Records

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

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

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

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

#### C4.01 CHANGE ORDERS

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

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

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

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

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

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

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

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

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

#### C4.02 FORCE MAJEURE

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

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

#### C4.03 EXTENSION OF TIME

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

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

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

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

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

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

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

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

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

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

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

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

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

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

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

Failure of Contractor to comply with Article C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

#### C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article C1.26 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

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

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

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

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

C4.03, and Article C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

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

#### C4.06 CONTINUING THE WORK

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

#### C4.07 FRAUD AND MISREPRESENTATION

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

#### C4.08 STOP WORK ORDER

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

- 1. Cancel the Stop Work Order; or
- 2. Terminate the Work covered by such order as provided in Article C5.03, Termination for Convenience.

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

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

#### C4.09 MATERIALITY AND WAIVER OF BREACH

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

#### C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

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

#### C4.11 CONTRACT EXTENSION

The Town reserves the right to extend the Contract 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.

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

#### C5.01 SET-OFFS, WITHOLDING, AND DEDUCTIONS

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

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

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

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

#### C5.02 CONTRACTOR DEFAULT

a. Event of Default

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

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

#### b. Notice of Default – Opportunity to Cure

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be

terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

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

#### c. Termination for Default

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

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

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

#### C5.03 TERMINATION FOR CONVENIENCE

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

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

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

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

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

#### C5.04 REMEDIES AVAILABLE TO THE TOWN

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

#### C5.05 FUNDS AVAILABILITY

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

#### **C6 PAYMENT PROCESS**

#### C6.01 COMPENSATION

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

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

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

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.

#### C6.02 ESTIMATED QUANTITIES

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

#### C6.03 LINE-ITEM PRICING

Line item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article B9.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

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

#### C6.04 LINE-ITEM QUANTITIES

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

#### C6.05 ADDITIONAL LINE ITEM PRICING

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

#### C6.06 REIMBURSIBLE EXPENSES

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

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

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

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

#### END OF SECTION

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

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

The Contractor must furnish all labor, materials, tools, equipment, machinery, and service necessary for roadway improvements on the portion of Miami Lakeway South from NW 67<sup>th</sup> Avenue to Lake Candlewood Court. The Work includes, but is not limited to, asphalt milling and resurfacing, signage and pavement markings, and other roadway improvements as shown on the construction drawings.

The full Scope of Work is detailed in the construction drawings.

#### **D2 CONTRACT TERM**

This Agreement will be effective upon execution by both parties and will continue until the expiration of the warranties.

The Contractor shall obtain Substantial Completion of the Work within sixty (60) days of the Notice to Proceed being issued by the Town. Final Completion must obtain Final Completion within fifteen (15) days after obtaining Substantial Completion. The Contract shall remain in effect until the expiration of the Warranty period(s).

#### **D3 GENERAL REQUIREMENTS**

#### D3.01 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.

#### D3.02 PERFORMANCE/PAYMENT BOND

Contractor must within fourteen (14) calendar days of being notified of award, furnish a Performance/Payment containing all the provisions of the attached Performance/Payment forms.

The Performance and Payment Bonds ("Bonds") must be in the amount of one hundred percent (100%) of the Contract value guaranteeing to Town the completion and performance of the Work covered in the Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project(s).

Each Bond must continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract value, or an additional bond must be conditioned that Contractor will, upon notification by Town, correct any defective or faulty work or materials which appear within one year after Final Completion of the Project.

The Town must be listed as an Obligee.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Contractor must ensure that the bond(s) referenced above must be recorded in the public records and provide Town with evidence of such recording.

#### Alternate Form of Security:

In lieu of the Bonds, Contractor may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check or an unconditional letter of credit. Such alternate forms of security will be subject to the prior approval of Town and for same purpose and will be subject to the same conditions as those applicable above and will be held by Town for one year after completion and acceptance of the Work.

#### D3.03 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.

#### D3.04 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

#### D3.05 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.

#### **D4 PRELIMINARY STEPS**

#### D4.01 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.

#### D4.02 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.

#### D4.03 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 2007 or earlier unless otherwise approved by the Project Manager. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

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

#### D4.04 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.

#### D4.05 CONSTRUCTION PHOTOGRAPHS

Prior to commencement of the Work the Contractor must take digital photographs and color audiovideo 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.

#### D4.06 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.

#### D4.07 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.

#### D4.08 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.

#### **D5 SITE ISSUES**

#### D5.01 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.

#### D5.02 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 offsite 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.

#### D5.03 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 in the terms of the Contract Documents, the Project site are not so materially different to justify a change in the terms of the Contract Documents, the Procurement Manager will so notify the Project Manager, Consultant, and Contractor in writing, stating the reasons, and such determination will be final and binding upon the parties hereto.

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

#### D5.04 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 preexisting conditions to the satisfaction of the Project Manager.

#### D5.05 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.

#### D5.06 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.

#### D5.07 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.

#### D5.08 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.

#### D5.09 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.

#### D5.10 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.

#### D5.11 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 Devises 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.

#### 1.01-1(a) WORK IN STREET, HIGHWAY, & OTHER RIGHTS-OF-WAY

Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-ofway 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.

#### **D6 SAFETY ISSUES**

#### D6.01 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.

#### D6.02 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 ensure 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.

#### D6.03 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.

#### **D7 PLANS, DOCUMENTS, & RECORDS**

#### D7.01 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, & DATA

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

#### D7.02 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.

#### D7.03 TOWN FURNISHED DRAWINGS, SUPPLEMENTAL DRAWINGS, & INSTRUCTIONS

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

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

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

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

#### D7.04 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.

#### D7.05 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.

#### **D8 CONTRACTOR RESPONSIBILITIES**

#### D8.01 LABOR & MATERIALS

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

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

#### Minimal Disturbance

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

#### D8.02 SUPERVISIONS OF THE WORK

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

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

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

#### D8.03 RELEASE OF LIENS/SUBCONTRACTOR'S STATEMENT OF SATISFACTION

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

The Contractor must, starting with the second (2nd) Invoice, provide the Project Manager completed Partial or Final Releases of Lien/Subcontractor's Statement of Satisfaction Form for the Project. As an option the Contractor may also submits a Consent of Surety if a payment bond has been provided, authorizing the release of payment by the Surety. Failure to submit such documentation will result in rejection of the Invoice. The Contractor must use the Town's forms, which are available at the hyperlink provided in Article B9.01.

Conditional Release of Liens are not accepted by the Town.

#### **D8.04 PROGRESS PAYMENTS**

Contractor may make application for payment for Work completed during the Project at intervals of not more than one invoice per month or upon completion and Final Acceptance of the Work. Contractor will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed. All applications shall be submitted in triplicate and the Contractor shall only use the Town's Contractor Payment Application Form or an invoice format approved by the Town. Supporting evidence to be included with any application for payment shall include, but is not limited to, an updated Project Schedule as required by Article B2.03 and a partial or final release of liens or consent of Surety relative to the Work, which is the subject of the application for payment and any other information required by the Project Manager. Each application for payment shall be submitted in duplicate for approval.

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

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

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

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

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

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

#### D8.05 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

#### D8.06 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.

#### **D9 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, the sum of forty dollars (\$40), which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Contract.

The Town has the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount available under contracts the Contractor has with the Town is less than the amount of

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

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

#### **D10 REQUESTS FOR INFORMATION**

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

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

#### **D11 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.

#### **D12 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 Form or Punch List will not relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection 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.

#### **D13 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.

#### **D14 NDPES REQUIREMENTS**

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

#### SIGNATURE PAGE FOLLOWS

#### CONTRACT EXECUTION FORM

This Contract 2018-38 made this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ in an amount not to exceed \_\_\_\_\_\_ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and \_\_\_\_\_\_, hereinafter called the "Contractor."

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

Attest: **TOWN OF MIAMI LAKES** By: \_\_\_\_\_ By: \_\_\_\_\_ Gina Inguanzo, Town Clerk Alex Rey, Town Manager Legal Sufficiency: By: \_\_\_\_\_ Date: Raul Gastesi, Town Attorney Signed, sealed and witnessed in the CONTRACTOR presence of: TNG (Contractor's Name) By: By: Name: Title: Date:

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

#### CORPORATE RESOLUTION

HarPaving Inc. desires to enter into a contract WHEREAS,

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 <u>President</u> (type title of officer) <u>Raul Gon Talez</u>, is hereby authorized

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 \_\_\_\_\_ Sept , 2018.

orporate Secretary

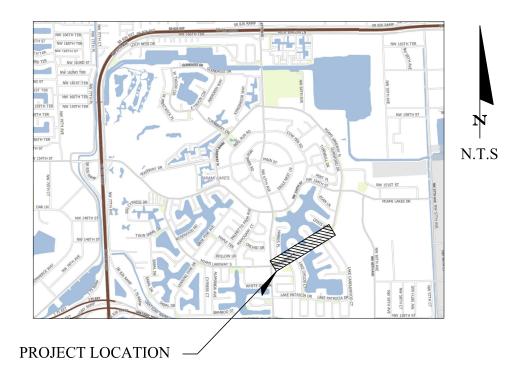
(Corporate Seal)

### **EXHIBIT A – CONSTRUCTION PLANS**



# TOWN OF MIAMI LAKES

## MIAMI LAKEWAY SOUTH MILLING AND RESURFACING



#### CONTRACT PLANS COMPONENTS

## INDEX OF CONTRACT PLANS

	SHEET DESCRIPTION
1	KEY SHEET
2	TABULATION OF QUANTITIES
3-4	GENERAL NOTES
5-8	ROADWAY PLAN

## **DESIGN TEAM**

#### CIVIL ENGINEER:

Marlin Engineering, Inc. 1700 NW 66 th Avenue, Suite 106 Plantation, FL 33313 Phone:(954) 870-5070 Fax:(954) 800-6045

#### OWNER:

Town of Miami Lakes 6601 Main Street Miami Lakes, FL 33014 Phone:(305) 364-6100

#### GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2018-19 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs). Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

#### GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2018 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

## COMMUNITY OFFICIALS Manny Cid, Mayor

Frank Mingo, Vice-Mayor Luis Collazo, Councilmember Tim Daubert, Councilmember Ceasar Mestre, Councilmember Nelson Rodriguez, Councilmember Marilyn Ruano, Councilmember Alex Rey, Town Manager

jblankenship



ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO THE ROADWAY PLANS ENGINEER OF RECORD:



RAFAEL LAGOS, P.E. • P.E. No.: 51412 1700 NW 66 Ave., Ste. 106 • Plantation, FL 33313 (305) 477-7575 • C.A. No. 6104

#### VENDOR NO. 65-0279601 C.A. NO. 6104

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.

MARLIN ENGINEERING, INC 1700 NW 66 AVE, SUITE 106 PLANTATION, FLORIDA 33313 CERTIFICATE OF AUTHORIZATION 6104 RAFAEL LAGOS, P.E. NO. 51412



FISCAL	SHEET	
YEAR	NO.	
18	1	

:43 PI

K:\DESIGN\2018012.000 Miami Lakeway South RRR\CADD\Roadway\PLAN\KEYSRD01.DGN

	GENERAL FOR ALL SITES		
PAY ITEM NO	DESCRIPTION	UNIT	QTY
0101 1	MOBILIZATION	LS	1
0102 1	MAINTENANCE OF TRAFFIC	LS	1
0104 10 3	SEDIMENT BARRIER	LF	4405
0110 1 1	CLEARING AND GRUBBING	LS/AC	1 / 0.0
	ROADWAY		
PAY ITEM NO	DESCRIPTION	UNIT	QTY
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	8
0327 70 8	MILLING EXIST ASPH PAVT, 2 1/2" AVG DEPTH	SY	6610
0334 1 13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, FC-12.5 (1.5")	ΤN	545
0337 7 82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5 (1.0")	TN	364
0522 1	CONCRETE SIDEWALK, 4" THICK	SY	8.3
0527 2	DETECTABLE WARNINGS	SF	100
	SIGNING AND PAVEMENT MARKINGS		
660 1 109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	2
660 2 101	LOOP ASSEMBLY, F&I, TYPE A	EA	2
0700 1 11	SINGLE POST SIGN, F&I, GROUND MOUNTED	EA	5
0700 1 60	SINGLE POST SIGN, REMOVE	EA	5
0705 10 1	OBJECT MARKER, TYPE I	EA	3
0710 90*	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1
0711 11125	THERMOPLASTIC, STANDARD, WHITE, 24" FOR STOP LINE	LF	90
0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	2
0711 11224	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	90
0711 14123	THERMOPLASTIC, PREFORMED, WHITE, SOLID 12" FOR CROSSWALK	LF	360
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID 6"	GM	0.78
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.78

#### PAY ITEM NOTES

0710 90: INCLUDES COST OF RETRO-REFLECTIVE PAVEMENT MARKERS.

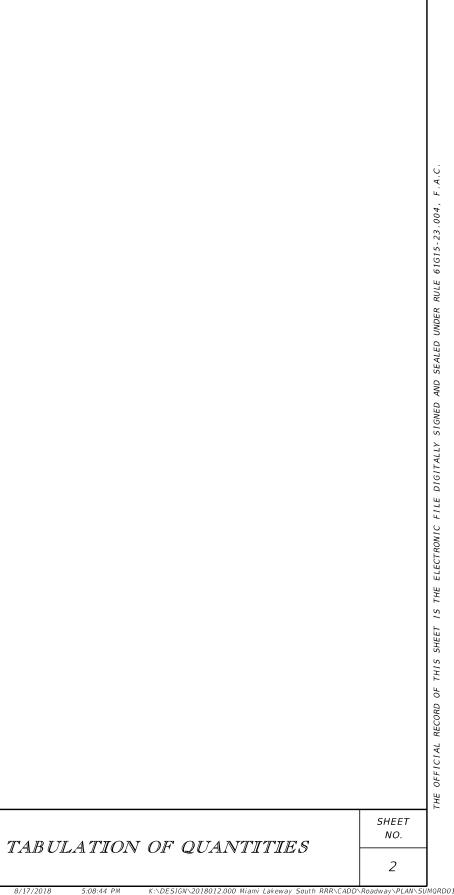
DATE DESCRIPTION REVISIONS DATE

DESCRIPTION

MARLIN ENGINEERING RAFAEL LAGOS • P.E. No.: 51412 1700 NW 66 Ave., Ste. 106 • Plantation, FL 33313 (305) 477-7575 • C.A. No. 6104

MIAMI Growing Beautifully

8/17/2018



#### GENERAL NOTES

- 1. ALL MATERIALS AND CONSTRUCTION UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE LATEST STANDARDS, CODES AND SPECIFICATIONS OF THE MIAMI-DADE COUNTY, FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FLORIDA BUILDING CODE, CURRENT EDITION.
- 2. THE LOCATION OF EXISTING RIGHT-OF-WAY LINES,CENTERLINES, ROADWAY PAVEMENT, UTILITIES, TREES AND OTHER PHYSICAL ABOVE-GROUND FEATURES SHOWN ON THE PLANS WERE TAKEN FROM THE SPECIFIC PURPOSE SURVEYS PREPARED BY:

KEITH AND SCHNARS, P.A. 6500 NORTH AVENUES AVENUE FORT LAUDERDALE, FL 33309-2212 (954) 776-1616

- 3. ALL STATIONS AND OFFSETS ARE REFERENCED TO CENTERLINE OF CONSTRUCTION. ELEVATIONS SHOWN HEREON RELATE TO NATIONAL GEODETIC VERTICAL DATUM, N.G.V.D., 1929.
- 4. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED AND UPON WHICH THEIR BIDS WILL BE BASED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INVESTIGATE SITE CONDITIONS OF THE PROJECT AND FULLY SATISFY THEMSELVES OF BOTH THE SURFACE AND SUBSURFACE CONDITIONS AND BASE HIS PRICING ACCORDINGLY.
- 5. THE EXACT LOCATION OF UNDERGROUND UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. RELOCATION OF UTILITIES SHALL BE COORDINATED WITH UTILITY COMPANIES BY THE CONTRACTOR AFTER IDENTICATION OF CONFLICT. CONTRACTOR SHALL NOTIFY ENGINEER IN ADVANCE BEFORE ANY RELOCATION.
- 6. THE CONTRACTOR SHALL CALL SUNSHINE (1-800-432-4770) FOR FIELD LOCATIONS 48 HOURS BEFORE DIGGING NEAR UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES FOR WHICH HE/SHE FAILS TO REQUEST LOCATIONS. THE CONTRACTOR IS RESPONSIBLE AS WELL FOR DAMAGE TO ANY EXISTING UTILITIES WHICH ARE PROPERLY LOCATED.
- 7. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING FACILITIES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVIALABLE AT THE TIME OF FIELD SURVEY. THE CONTRACTOR SHALL CONFIRM THE ELEVATIONS, AND OTHER FEATURES AFFECTING HIS/HER WORK PRIOR TO CONSTRUCTION, AND NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICT BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED. THE CONTRACTOR SHALL WORK AS NEEDED TO AVOID CONFLICT WITH EXISTING UTILITIES (NO ADDITIONAL COST SHALL BE PAID FOR THIS WORK). EXISTING UTILITIES SHALL BE MAINTAINED IN SERVICE DURING CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE UTILITY OWNER.
- 8. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE, TO LIKE OR BETTER CONDITIONS.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.
- 10. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL APPLICABLE CONSTRUCTION PERMITS PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL APPLY FOR AND PROCURE ALL PERMITS AND LICENSES, PAY ALL CHARGES, TAXES, ROYALTIES & FEES, AND GIVE ALL NOTICES NECESSARY TO COMPLETE THIS PROJECT.
- 11. STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ABUTTING PRIVATE PROPERTY OR PUBLIC R-O-W WITHOUT APPROVAL FROM THE TOWN.

- 12. APPARENT ERRORS, DISCREPANCIES, OR OMISSIONS ON THE DRAWING SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION BEFORE THE BIDDING. NO EXTRA PAYMENT WILL BE ALLOWED FOR ANY WORK REQUIRED DUE TO MISUNDERSTANDING OF JOB OR SITE CONDITIONS AFFECTING THE WORK AS DESCRIBED IN THE SPECIFICATIONS OR SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL NOT TAKE ADVANTAGE OF ANY APPARENT ERROR OR OMISSION IN DRAWINGS OR SPECIFICATIONS, AND THE ENGINEER SHALL BE PERMITTED TO MAKE CORRECTIONS AND INTERPRETATIONS AS MAY BE DEEMED NECESSARY FOR FULFILLMENT OF THE INTENT OF THE CONTRACT DOCUMENTS. THE TENDERING OF A PROPOSAL WILL ACKNOWLEDGE ACCEPTANCE OF THESE CONDITIONS BY THE BIDDER.
- 13. THE AMOUNT OF EACH OF THE MATERIALS PROVIDED IS THE ESTIMATED AMOUNT REQUIRED TO COMPLETE THE JOB. THESE QUANTITIES ARE ESTIMATED ONLY AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLETE THE JOB IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. SHOULD ADDITIONAL MATERIALS BE REQUIRED THEY WILL BE PAID FOR AT THE CONTRACT UNIT PRICES AS DESCRIBED IN THE BID DOCUMENTS.
- 14. UPON THE RECEIPT OF THE "NOTICE TO PROCEED" THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRE CONSTRUCTION CONFERENCE TO INCLUDE THE TOWN OF MIAMI LAKES, AND ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, AND THE ENGINEER OF RECORD.
- 15. THE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR 48 HOURS IN ADVANCE OF ANY EXCAVATION INVOLVING THEIR UTILITIES SO THAT COMPANY REPRESENTATIVES CAN BE PRESENT.
- 16. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES OR UNDERGROUND UTILITIES.
- 17. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 556.116 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
- 18. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES THAT REMAIN IN PLACE.
- 19. ALL EXISTING DRAINAGE STRUCTURES SHALL BE PROTECTED FROM CONTAMINATION BY SILT AND CONSTRUCTION DEBRIS UNTIL CONSTRUCTION OPERATIONS ARE COMPLETED.
- 20. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZING EARTH, DRIVEWAYS, SIDEWALKS, ETC. WITH THE SAME TYPE OF MATERIAL THAT WAS REMOVED DURING CONSTRUCTION OR AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST TO THE TOWN.
- 21. THE CONTRACTOR SHALL NOT ENCROACH INTO PRIVATE PROPERTY WITH PERSONNEL, MATERIAL OR EQUIPMENT.
- 22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE, REMOVAL OR MODIFICATION, ACCIDENTALLY OR PURPOSELY, CAUSED TO ANY IRRIGATION SYSTEMS, PRIVATE OR PUBLIC. THE CONTRACTOR SHALL INCLUDE COSTS TO REPLACE ANY DAMAGED, REMOVED OR MODIFIED IRRIGATION PIPES, SPRINKLER HEADS OR OTHER PERTINENT APPURTENANCES.
- 23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF AND MAKING THE REPAIRS OF EXISTING PAVEMENT, PIPES, CONDUITS, CURBS, CABLES, TREES, SOD, LANDSCAPE ITEMS, ETC., WHETHER OR NOT SHOWN ON THE PLANS DAMAGED AS A RESULT OF THE CONTRACTORS OPERATIONS AND/OR THOSE OF HIS SUBCONTRACTORS. CONTRACTOR SHALL REPORT ANY DAMAGE TO SIDEWALK, DRIVEWAY, ETC., PRIOR TO BEGINNING WORK IN ANY AREA.
- 24. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT, EMPLOYEES OR THOSE OF HIS SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.
- 25. ALL SIDEWALK IMPACTED BY CONSTRUCTION MUST BE REPLACED/REPAIRED BY THE CONTRACTOR AT NO COST TO THE PROJECT. WORK INCLUDES ALL MEASURES NECESSARY TO COMPLY WITH ADA STANDARDS AND REQUIREMENTS.

- 26. THE COST OF SIGNED AND SEALED AS-BUILTS SHALL BE INCLUDED IN THE COST OF THE OVERALL BID.
- 27. DURING CONSTRUCTION, THE PROJECT SITE, STAGING AREA, AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.
- 28. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, GRAVITY SEWER, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
- 29. THE CONTRACTOR SHALL GIVE THE ENGINEER OF RECORD AT LEAST 48 HOURS ADVANCE NOTICE PRIOR TO BACKFILLING OR COMPLETING THE INSPECTION OF THE FOLLOWING ITEMS SO THE ENGINEER OF RECORD CAN PERFORM FIELD OBSERVATIONS:
- A. ASPHALTIC CONCRETE. B. FINAL.
- 30. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER OF RECORD PRIOR TO COMPLETING THE ABOVE, THE ENGINEER RESERVES THE RIGHT TO ISSUE ANY CERTIFICATIONS OR FINAL INSPECTIONS.
- 31. PROPOSED ASPHALT PAVEMENT SHALL BE CONNECTED TO EXISTING AS PER MIAMI-DADE COUNTY STANDARD DETAILS AND AS SHOWN ON THESE PLANS. CONTRACTOR SHALL MATCH EXISTING ELEVATIONS ON NEW PAVEMENT.
- 32. ALL DISPOSAL OF MATERIALS, RUBBISH AND DEBRIS ARE TO BE MADE AT A LEGAL DISPOSAL SITE OR BY OTHER PRE-APPROVED MANNER. MATERIAL CLEARED FROM THE SITE AND DISPOSED OF ON ADJACENT AND/OR NEARBY PROPERTY WILL NOT BE CONSIDERED AS HAVING BEEN DISPOSED OF SATISFACTORILY. REMOVAL OF ALL MATERIAL WILL BE AT THE CONTRACTOR'S EXPENSE.
- 33. ANY DAMAGED CONCRETE SIDEWALK OR CURB AND GUTTER SHALL BE REPLACED TO THE NEAREST FLAG AT CONTRACTOR'S EXPENSE.
- 34. WHERE NEW DETECTABLE WARNING SURFACES ARE PROPOSED TO BE INSTALLED ON EXISTING SIDEWALK, THE CONTRACTOR WILL REPLACE A FLAG OF SIDEWALK TO PLACE THE DETECTABLE WARNING SURFACE. (9 LOCATIONS).
- SOIL EROSION, SEDIMENT AND TURBIDITY CONTROL GENERAL NOTES
- 1. THIS PROJECT IS SUBJECT TO ALL RELATED ENVIRONMENTAL REQUIREMENTS WHICH INCLUDE A "CONTROL OF EROSION AND SEDIMENTATION PLAN". THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING NECESSARY AND ADEQUATE MEASURES FOR PROPER CONTROL OF EROSION DUE TO SEDIMENTATION RUNOFF FROM THE SITE PRIOR TO CONSTRUCTION OPERATIONS IN A PARTICULAR AREA. ALL SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO START OF CONSTRUCTION. FIELD ADJUSTMENTS WITH RESPECT TO LOCATIONS AND DIMENSIONS MAY BE MADE BY THE ENGINEER AS REQUIRED.
- 2. EROSION CONTROL MEASURES WILL BE INSPECTED AT LEAST WEEKLY AND AFTER EACH RAIN EVENT FOR DAMAGE AND GENERAL EFFECTIVENESS. ANY DAMAGED OR INEFFECTIVE CONTROLS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR.
- 3. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED, IF DEEMED NECESSARY, BY THE ON-SITE INSPECTOR.
- 4. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. TEMPORARY AND PERMANENT MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 5. ALL TEMPORARY SEDIMENT CONTROL DEVICES SHALL BE LEFT IN PLACE AND MAINTAINED UNTIL THE AREA HAS BEEN COMPLETELY STABILIZED WITH PERMANENT VEGETATION.

1			REVISIONS			
1		MARLIN	DESCRIPTION	DATE	DESCRIPTION	DATE
		ENGINEERING				
G	Growing Beautifully	RAFAEL LAGOS • P.E. No.: 51412 1700 NW 66 Ave., Ste. 106 • Plantation, FL 33313 (305) 477-7575 • C.A. No. 6104				
8/17/2018 5	iblankenshin					

6. ALL CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OF FLOW OF MUD ON TO ANY PUBLIC RIGHT-OF-WAY. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED ON TO PUBLIC RIGHT-OF-WAY OR INTO STORM DRAINS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.

7. CONTRACTOR SHALL SOD GRASS AREAS DAMAGED DURING CONSTRUCTION WITH PALMETTO ST. AUGUSTINE GRASS WITH A LAYER OF A MIN 6" OF 50/50 SOIL MIX AT NO ADDITIONAL COST TO OWNER.

8. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE ENVIRONMENTAL PROTECTION AGENCY (EPA) AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES).

ENVIRONMENTAL NOTES

5.

8.

1. DURING CONSTRUCTION ANY GENERATED DEBRIS SHALL BE CONFINED TO THE IMMEDIATE CONSTRUCTION AREA. APPROPRIATE SCREENS AND BARRIERS SHALL BE ERECTED TO PROTECT PEDESTRIAN, BICYCLE AND VEHICULAR TRAFFIC.

SIGNING AND PAVEMENT MARKING GENERAL NOTES

1. ALL EXISTING SIGNS AND SUPPORTS WITHIN THE PROJECT LIMITS SHALL REMAIN UNLESS OTHERWISE SPECIFIED.

2. ALL SIGNING AND PAVEMENT MARKINGS INSTALLED AS PART OF THESE PLANS SHALL CONFORM TO THE CURRENT EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS. ALL SIGN PANELS SHALL BE FABRICATED TO COMPLY WITH THE MOST RECENT EDITION OF THE FEDERAL HIGHWAY AND ADMINISTRATION STANDARD HIGHWAY SIGNS.

3. SIGN ASSEMBLY LOCATIONS SHOWN ON THE PLANS WHICH ARE IN CONFLICT WITH LIGHTING UTILITIES, DRIVEWAYS, LANDSCAPING, WHEEL CHAIR RAMPS, ETC, MAY ONLY BE ADJUSTED WITH APPROVAL BY THE ENGINEER.

4. ALL STOP BARS SHALL BE LOCATED 4 FT FROM THE PROPOSED CROSSWALK, UNLESS OTHERWISE DIMENSIONED IN THE PLANS. ALL CROSSWALKS SHALL BE 10FT WIDE UNLESS OTHERWISE DIMENSIONED IN THE PLANS

MATCH EXISTING PAVEMENT MARKINGS AT THE BEGINNING AND THE END OF THE PROJECT AND AT ALL SIDE STREETS WITHOUT JOGS AND OFFSETS.

6. INCORRECTLY PLACED THERMOPLASTIC OR PAINT MARKINGS OVER FRICTION COURSE WILL BE REMOVED BY MILLING AND REPLACING THE FRICTION COURSE A MINIMUM WIDTH OF 18 INCHES AT THE CONTRACTOR\*S EXPENSE. THE ENGINEER MAY APPROVE AN ALTERNATIVE METHOD IF IT CAN BE DEMONSTRATED TO COMPLETELY REMOVE THE MARKINGS WITHOUT DAMAGING THE ASPHALT.

7. THE CONTRACTOR IS TO PLACE REFLECTIVE PAVEMENT MARKERS (RPM'S) ALONG ALL LOCATIONS INDICATED IN THE PLANS, ONLY 4 INCH BY 4 INCH RETRO-REFLECTIVE PAVEMENT MARKERS WILL BE PERMITTED.

THE CONTRACTOR IS TO PLACE BLUE RPM'S AT THE CENTER OF THE OUTSIDE LANE ALONG EACH BOUND, AT LOCATIONS OF THE EXISTING FIRE HYDRANTS.

> SHEET NO.

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ENERAL NOTES

#### GENERAL NOTES

TRAFFIC CONTROL PLANS

LANE CLOSURE:

PERFORM LANE CLOSURES ONLY DURING NON-PEAK HOURS. NON-PEAK HOURS ARE FROM 6:00 P.M. TO 7:00 A.M. AND FROM 9:00 A.M. TO 4:00 P.M. NO WORK ON SUNDAYS IS PERMITTED.

#### ADVANCE CONSTRUCTION NOTICE:

THE CONTRACTOR SHALL FURNISH AND MAINTAIN PORTABLE CHANGING MESSAGE SIGNS (PCMS) AT EACH APPROACH TO THE WORK ZONE ON NW 67 AVENUE/LUDLAM ROAD AND SOUTHBOUND APPROACH TO THE WORK ZONE ON MIAMI LAKEWAY SOUTH OUTSIDE THE CLEAR ZONE.

MESSAGES FOR THE PCMS SHALL BE AS INDICATED BELOW OR AS DIRECTED BY THE ENGINEER:

STARTING 2 WEEK PRIOR TO COMMENCEMENT OF CONSTRUCTION.

DURING CONSTRUCTION.

LAKEWAY	LAKEWAY	LAKEWAY	LAKEWAY
SOUTH	SOUTH	SOUTH	SOUTH
CONST	CONST	CONST AH	CONST AH
BEGIN	BEGIN	EXPECT	EXPECT
"BEGIN DATE"	"BEGIN DATE"	DELAYS	DELAYS
"WORKING HOURS	"WORKING HOURS"	"WORKING HOURS"	"WORKING HOURS"

THE CONTRACTOR SHALL PROVIDE THREE (3) GENERAL INFORMATION SIGNS FOR THIS PROJECT AND LOCATE THEM APPROXIMATELY 500' IN ADVANCE OF THE FIRST ADVANCE WARNING SIGN OR AS CLOSE TO THE BEGINNING AND END OF THE PROJECT AND ON SIDESTREETS AS PRACTICAL IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600, SHEET 6 OF 12.

TRAFFIC CONTROL PROJECT PHASE NOTES:

PHASE 1 - MIAMI LAKEWAY SOUTH

PLACE ALL TRAFFIC CONTROL DEVICES, TEMPORARY SIGNING AND PCMS NECESSARY TO CLOSE THE SOUTHBOUND LANE ON MIAMI LAKEWAY SOUTH IN ACCORDANCE TO FDOT STANDARD PLANS, INDEXES NO. 102-601, 102-602, 102-603 AND 102-605. PLACE PCMS AS INDICATED ABOVE.

MAINTAIN PEDESTRIAN TRAFFIC DURING CONSTRUCTION IN ACCORDANCE TO FDOT STANDARD PLANS, INDEX 102-660.

CONSTRUCT SIDEWALK AND PLACE DETECTABLE WARNING SURFACE.

MILL AND RESURFACE MIAMI LAKEWAY SOUTH AS SHOWN ON THE PLANS.

PLACE FINAL PAVEMENT MARKINGS AND SIGNS.

OPEN LANE TO TRAFFIC.

PHASE 2 -MIAMI LAKEWAY SOUTH

PLACE ALL TRAFFIC CONTROL DEVICES, TEMPORARY SIGNING AND PCMS NECESSARY TO CLOSE THE NORTHBOUND LANE ON MIAMI LAKEWAY SOUTH IN ACCORDANCE TO FDOT STANDARD PLANS, INDEXES NO. 102-601, 102-602, 102-603 AND 102-605. PLACE PCMS AS INDICATED ABOVE.

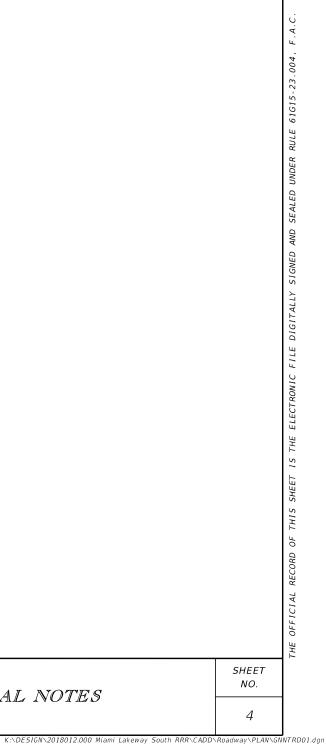
MAINTAIN PEDESTRIAN TRAFFIC DURING CONSTRUCTION IN ACCORDANCE TO FDOT STANDARD PLANS, INDEX 102-660.

MILL AND RESURFACE MIAMI LAKEWAY SOUTH AS SHOWN ON THE PLANS.

PLACE FINAL PAVEMENT MARKINGS AND SIGNS.

OPEN LANE TO TRAFFIC.

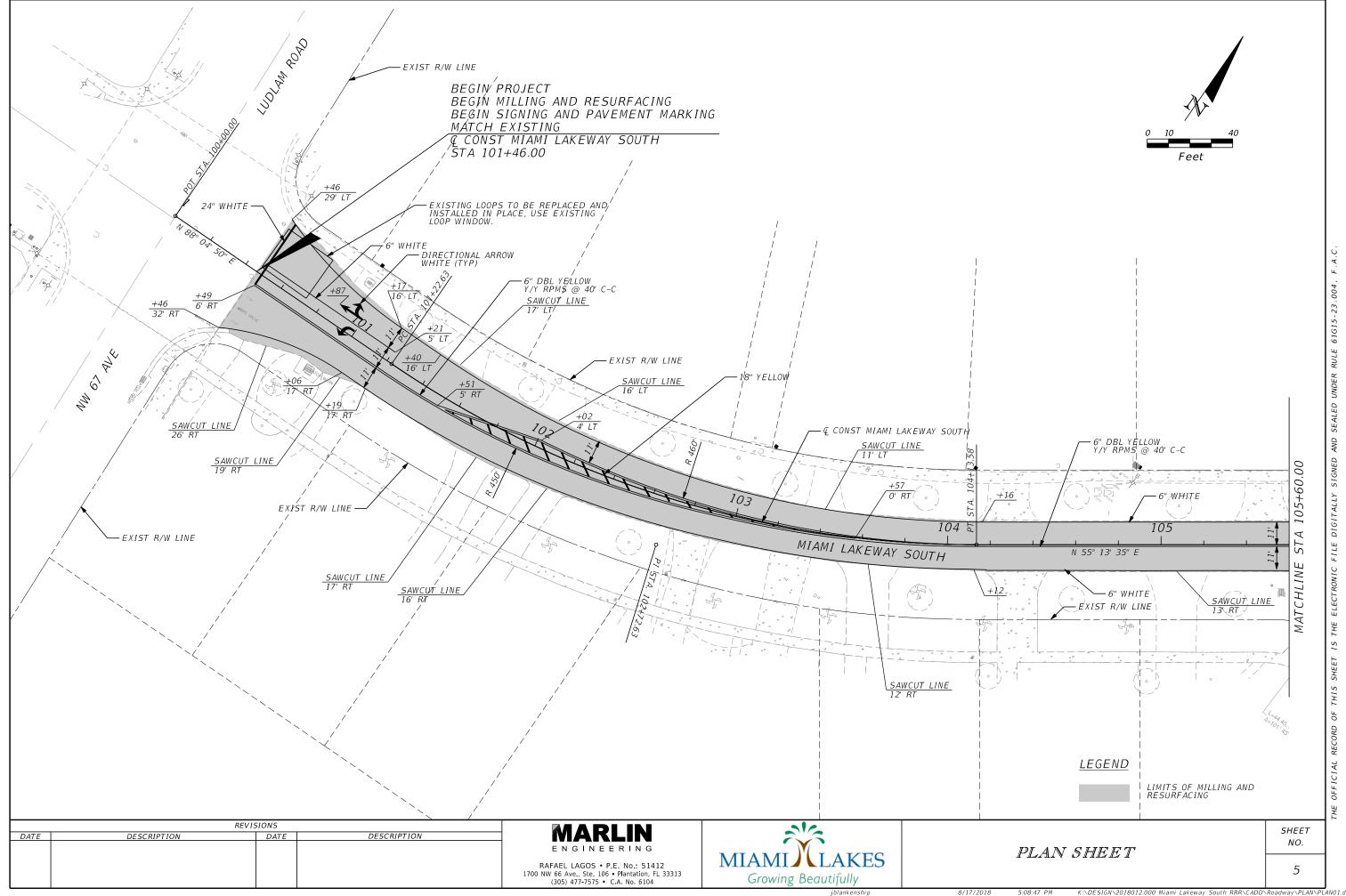
REVISIONS							
	DATE	DESCRIPTION	DATE	DESCRIPTION	MARLIN		
					ENGINEERING		GEN
					RAFAEL LAGOS • P.E. No.: 51412	MIAMI	
					1700 NW 66 Ave., Ste. 106 • Plantation, FL 33313 (305) 477-7575 • C.A. No. 6104	Growing Beautifully	

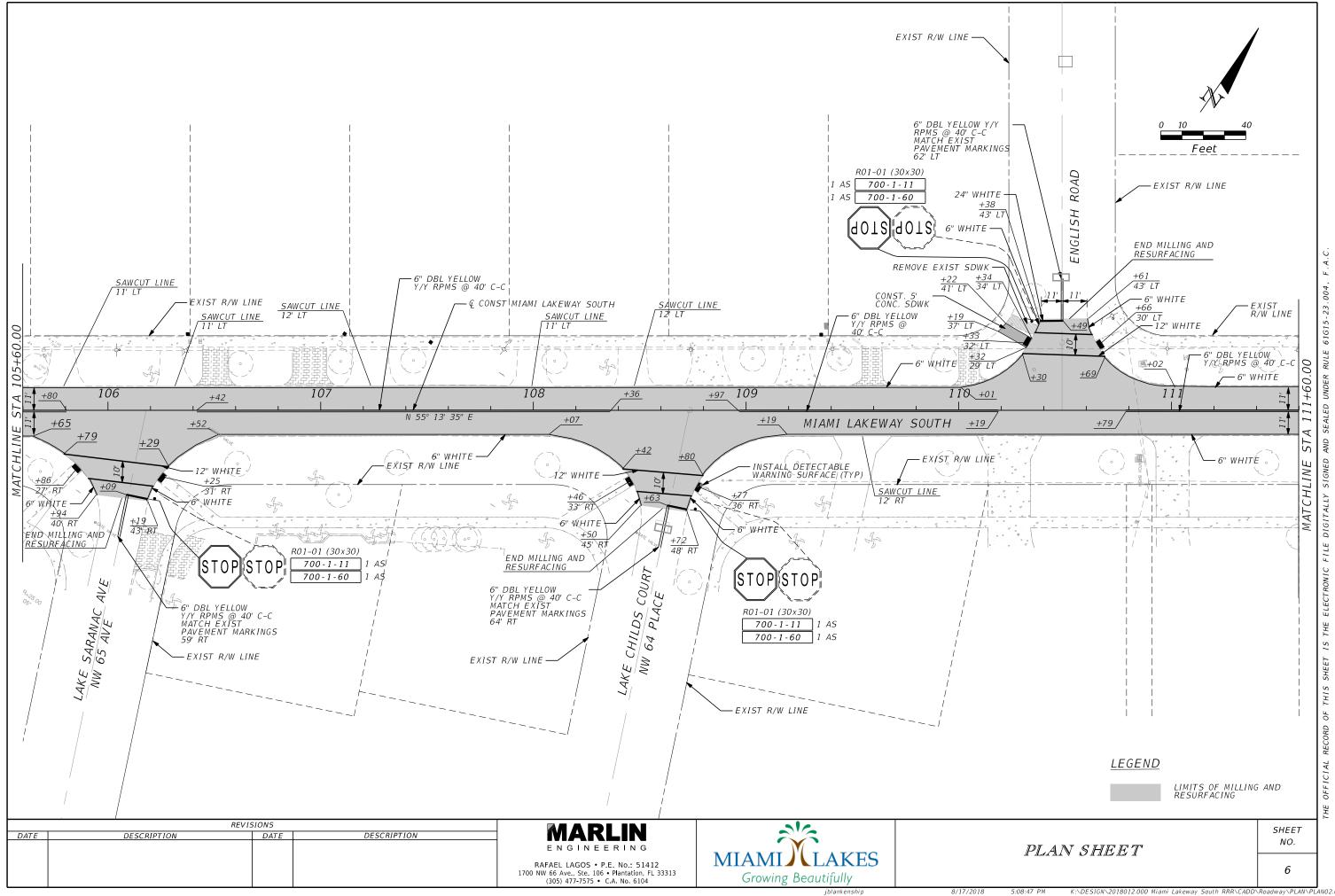


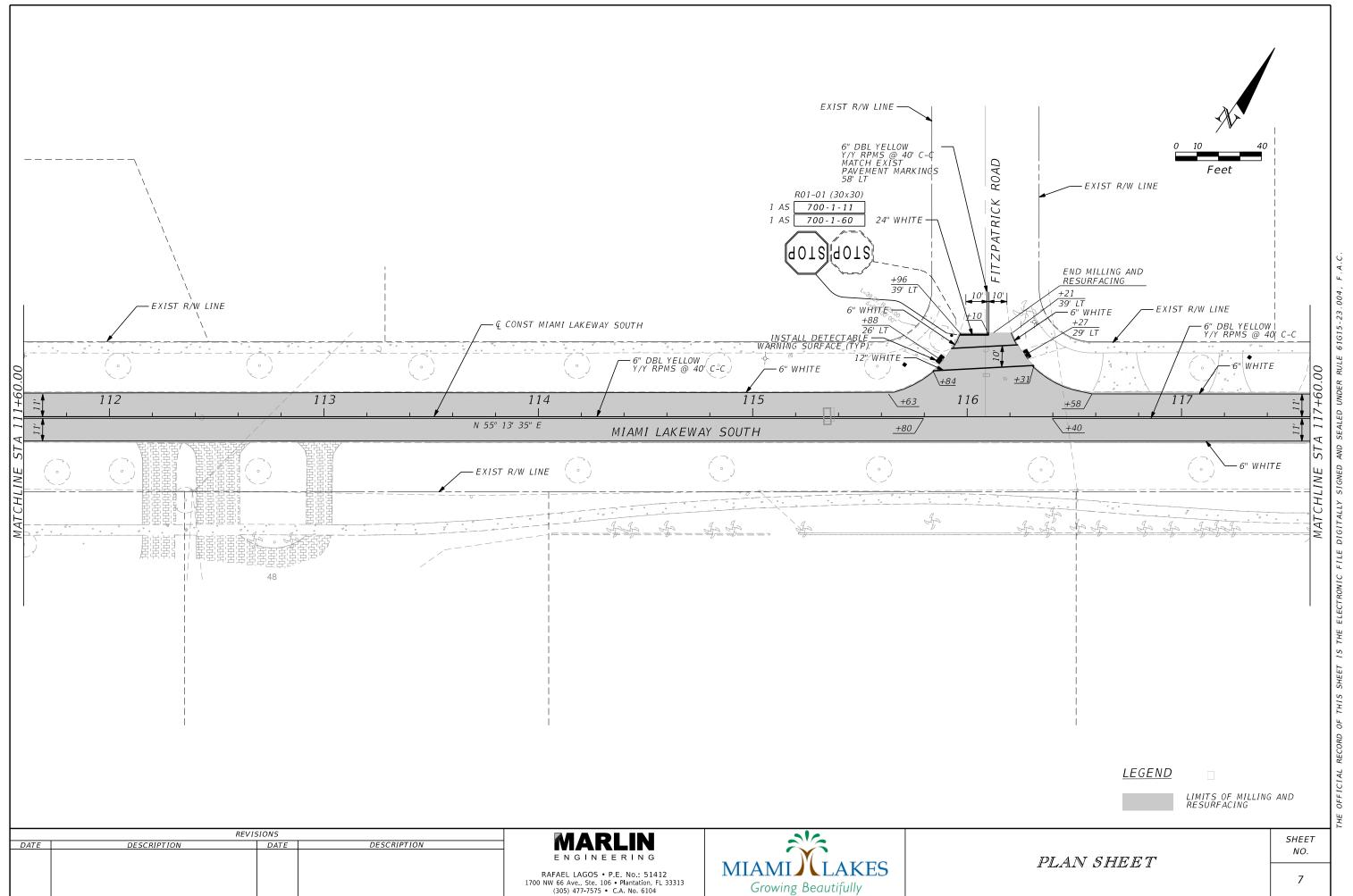
## NERAL NOTES

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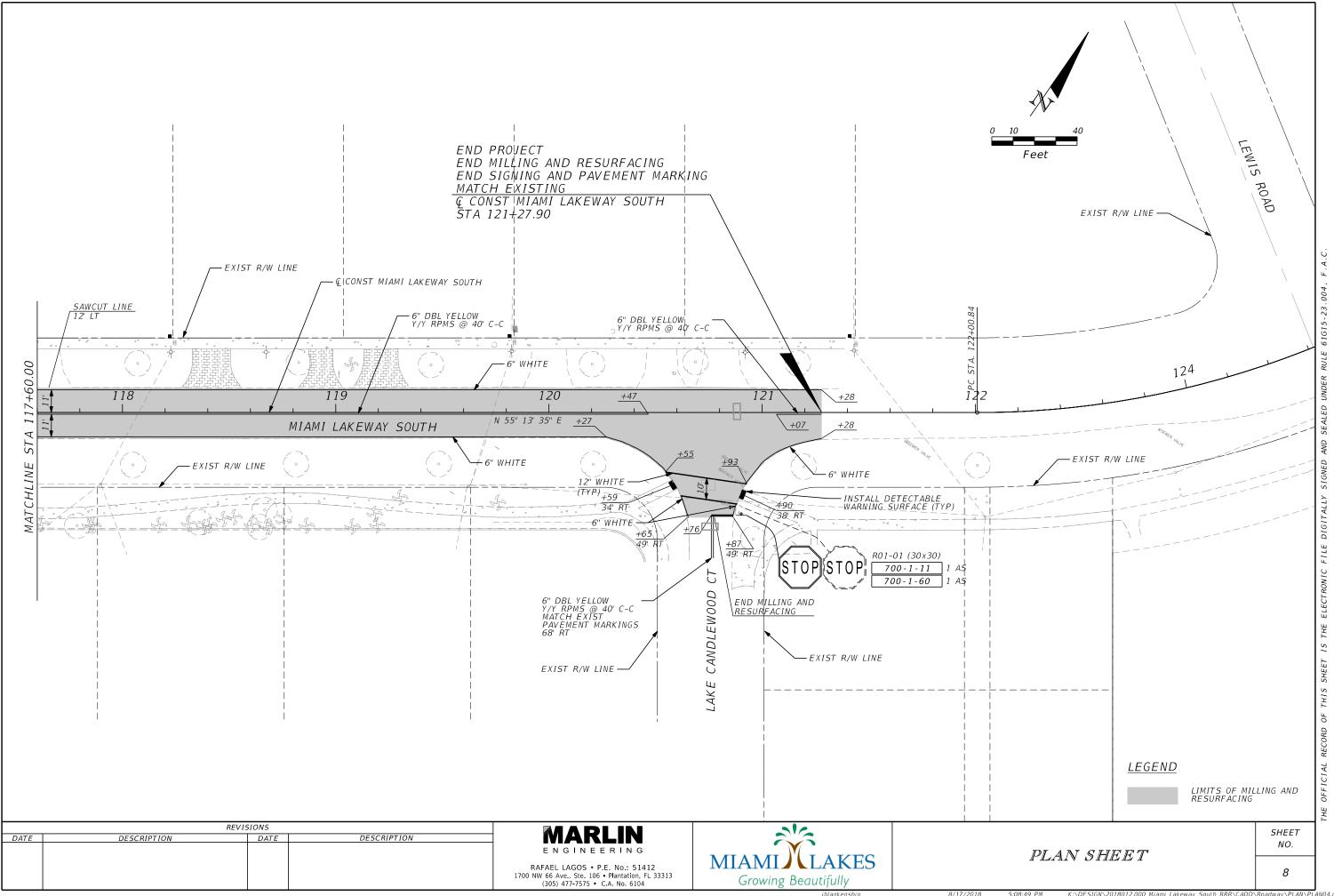






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# **EXHIBIT B – CONTRACTOR'S BID**



**BID FORM** 

This Bid is submitted on behalf of Harley (Name of Bidder) (Name of Bidder)

9/12/18 1955 NW 110 Ave MIAMI FL 33172, submitted on

to furnish all Work as stated in the ITB and Contract Documents for ITB No. 2018-38 for

Miami Lakeway South Resurfacing Project

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

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the above stated ITB issued by the Town of Miami Lakes.

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

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB and attests to meeting the minimum qualifications stated therein.

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

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

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

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



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

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

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

## **BID PRICE**

Bidder's **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.

TOTAL BID AMOUNT: \$ 173,560.00
Firm's Name: HoR Paving INC.
SSN or Federal ID No.: 591690153 Telephone No.: 305-361-3005
E-Mail Address: Abee ARPAning, Cory Facsimile No .: 305-592-6079
Town/State/Zip: MIAMI, FL 33172
Printed Name/Title: <u>CAULGON ZALIZ</u> Signature: <u>Desident</u>
President

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

Form CQQ



## **Company Qualification Questionnaire**

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

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

42

a. Professional Licenses/Certifications (include name and license #)* Issuance Date
PAVING ENGINEEVING E-844 RAJI GENZALIZ. VALIE THUS 9/30/18
(*include active certifications of small or disadvantage business & name of certifying entity) Type of Company:  Individual  Partnership Corporation  LLC  Other
If other, please describe the type of company:
a. FEIN/EIN Number: 591690152
b. Dept. of Business Professional Regulation Category (DBPR): General Contraction
i. Date Licensed by DBPR:
ii. License Number: <u>CGC 062459</u>
c. Date registered to conduct business in the State of Florida:
i. Date filed: 8/19/1976
ii. Document Number: <u>513070</u>
d. Primary Office Location: <u>1955 NW 110 AVE MIAMI, FC 33172</u> e. What is your primary business? Paving Asphalt Producells
e. What is your primary business? Paving Asphalt Producels (This answer should be specific)

Page 1 of 6

2.



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

RAULGONZALEZ - E- 844 - President

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

Nove.

h. Name and Licenses of any prior companies

Name of Company

License Name & No.

Issuance Date

- 3. Company Ownership
  - a. Identify all owners or partners of the company:

Name	Title	% of ownership
RAU/GONZAlez	President	50%
Luciecia Gauzalez	Sec/Tres	50%

b. Is any owner identified above an owner in another company? 
Yes No

If yes, identify the name of the owner, other company names, and % ownership

Page 2 of 6



c. Identify all individuals authorized to sign for the company, indicating the level of their authority ( check applicable boxes and for other provide specific levels of authority)

		Signat	ory Autł	Sauters	
Name Title		All	Cost	No- Cost	Other
Abe Rodrigun Genal Man	yn,	Ķ			
е С					
Explanation for Other:					
4. Employee Information					
a. Total No. of Employees:	80	2			
b. Total No. of Managerial/Admin. Employees:	10	)			
c. Number of Trades Personnel and total number (Apprentices must be listed separately for each classification)					
50 offers has A 20 LAbort's.	V			1	1
5. Will a Labor Force Company be used to provide any v	vorkers? [	] Yes	No		
6. Employer Modification Rating: 1.03					
7. Insurance & Bond Information:					
a. Insurance Carrier name & address:					3
Collinsworth 8000 Ga	verno	s 59	nar	Blrc	[ Surk# 30]
Mi	aui,1	lks	FL-	3301	Q -
6					

Page 3 of 6

Form CQQ



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

1 305.822.7800 Esheeder@caffile.com ),03 (if no EMR rating please explain why) c. Insurance Experience Modification Rating (EMR): d. Number of Insurance Claims paid out in last 5 years & value: 12 - # 763, e. Bond Carrier name & address: Aller Sulety. 5979 NW 151 Ste 202 Minani Lakes, FC. f. Bond Carrier Contact Name, Telephone number, & Email: DADN CAllerswelf. Com Alter Swelf - DAWN AUSPITZ - 305-517-3787 g. Number of Bond Claims paid out in the last 5 years & value of each: NONE  $^{-8.-}$ Have any lawsuits been file against your company in the past 5 years? 💢 Yes  $\Box$  No If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement. 9. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. 
Yes XNo If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

10. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations?

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes No If yes, in a separate attachment provide an explanation

Page 4 of 6

LOSS			LOCATION OF			
DATE	CLAIMANT'S NAME	EMPLOYEE	INCCIDENT	DESCRIPTION	SUPERVISOR	COURT CASE FILED
			A1A COLLINS AVE		ARNOLD	
10/16/2017	MARIA RAMIREZ	ORLANDO GONZALEZ	MIAMI BCH	AUTO ACCIDENT	CARRILLO	2018-013106-CA-01
08/27/14	MANUEL GONZALEZ	YANOY MELENDI	NW 52 AVE & 36 STREET	AUTO ACCIDENT	OSCAR GARCIA	2015-020946-SP-05
			TURNPIKE SB/SNAPPER	· · · · · · · · · · · · · · · · · · ·	LEO	
03/07/14	MATTHEW & ODALYS ESTEVEZ, & RAQUEL PUIG	JORGE PALOMINO	PLAZA	AUTO ACCIDENT	FERNANDEZ	14-025222-CA 01 DIV 42
01/21/14	ALEJANDRO RODRIGUEZ	FERNANDO CASTANEDA	SW 56 ST	EQUIPMENT ACCIDENT	OSCAR GARCIA	15-012150 CA-01 (CA 15)

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including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

12. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?  $\Box$  Yes years? 🗌 Yes

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? 
Ves No

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

- 14. Project Management & Subcontract Details:

a. Name the Project Manager ("PM") for this Project: <u>Arveld Carrilo</u>

- b. How many years has the PM been with the Company:
- c. List all the PM's licenses & certifications:

M. 0.7 Asshalt PANNYS I, II

d. List the last five (5) projects the PM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.

11 affac

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

% of Work Trade/Work License No. Name 081350056

Page 5 of 6

Form CQQ

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

Clear N. GNG Milling, Asphalt.

15. Current and Prior Experience:

a. Current Experience

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

b. Prior contracts or projects of a similar size, scope, and complexity:

Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.

Information provided must include the owner's name, address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission. Bidders must use Form CRL for its reference letters.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

Signature of Authorized Officer gulfon tale

Page 6 of 6

9/11/18

Dat



# **Regular Projects**

JOB DESCRIPTION	OWNER CONTACT	PHONE #	AREA/AGENCY	START DATE	END DATE	CONTRACT	% COMPLETE TO DATE	CONTRACT REMAINING
FDOT E6175 NW 54th Street from E 1 Av to NW 6 AV	FDOT	850-414- 4477	FDOT District 6	May 29, 2015	March 24, 2016	\$ 3,505,673.00	99%	\$ 35,056.73
FDOT T6343 NW 103 St from E 10 Av to NW 6 AV	FDOT	850-414- 4477	FDOT District 6	June 6, 2015	March 22, 2016	\$ 3,891,030.00	99%	\$ 38,910.30
Miami-Dade County Roadway Resurfacing Contract #2014- 0055	JOAQUIN RABASA	305-299- 9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	May 11, 2015	May 10, 2016	\$ 1,055,072.00	72%	\$ 295,420.16
Miami-Dade County Roadway Resurfacing Contract #2014- 0112	JOAQUIN RABASA	305-299- 9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	May 12, 2015	May 11, 2016	\$ 2,525,995.00	61%	\$ 985,138.05
Miami-Dade County Roadway Resurfacing Contract #2014- 0164	JOAQUIN RABASA	305-299- 9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	May 13, 2015	May 12, 2016	\$ 1,768,215.00	69%	\$ 548,146.65
ITB #2014-06 Resurfacing Contract	City of Doral	305-593- 6725	City of Doral Public Works	June 12, 2014	June 6, 2016	\$ 3,450,000.00	75%	\$ 862,500.00
FDOT E6J12 SW/NW 8th Ave from SW 8 St to NW 3 St	FDOT	850-414- 4477	FDOT District 6	September 21, 2015	March 29, 2016	\$ 646,793.00	99%	\$ . 6,467.93
M-0098 City of Miami Resurfacing Project	Valentine Onuigbo	305-416- 2588	City of Miami Capital Improvements	October 21, 2014	October 20, 2016	\$ 1,501,812.00	60%	\$ 600,724.80
201322 City of Homestead Street Resurfacing	Sherry Adler	305-224- 4770	City of Homestead Public Works	November 23, 2015	November 22, 2016	\$ 500,000.00	50%	\$ 250,000.00
Miami-Dade County Roadway Resurfacing Contract #2014- 0135	JOAQUIN RABASA	305-299- 9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	April 23, 2015	October 14, 2016	\$ 601,389.00	31%	\$ 414,958.4
Miami-Dade County Roadway Resurfacing Contract #2014- 0134	JOAQUIN RABASA	305-299- 9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	April 23, 2015	October 14, 2016	\$ 590,331.00	79%	\$123,969.51
Miami-Dade County Roadway Resurfacing Contract #2015- 0088	JOAQUIN RABASA	305-299- 9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	December 23, 2015	March 17, 2017	\$ 1,797,926.00	57%	\$773,108.18
Miami-Dade County Roadway Resurfacing Contract #2015- 0133	JOAQUIN RABASA	305-299- 9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	February 23, 2016	May 18, 2017	\$ 2,139,069.00	0%	\$ 2,139,069.00
Miami-Dade County Roadway Resurfacing Contract #2015- 0062	JOAQUIN RABASA	305-299- 9822	(MIAMI-DADE COUNTY PUBLIC WORKS) MIAMI-DADE COUNTY	November 23, 2015	November 22, 2016	\$ 1,855,130.00	18%	\$ 1,521,206.6
				arted' TOTAL =	\$ 25,828,435.00		\$ 8,594,676.32	

Date Printed: 9/11/2018

Jobs In Progress



## **Experience of Proposer Questionnaire**

On the following pages, the Proposer shall provide the information indicated for five (5), but no more than seven (7) separate and verifiable references in a government market which are comparable in size, scope, complexity, and cost 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 Proposer (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) will not be accepted as references under this solicitation.

The Procurement Department will attempt to contact the references provided by the Proposer to complete the Evaluation Questionnaire for references. The total number of references contacted to complete an Evaluation Questionnaire for Past Performance for any response will be at least three (3), but no more than five (5). References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The Department will attempt to contact each reference by telephone no less than two times. References will be given seven (7) business days to confirm Proposer's performance in order to be considered a "verified reference." In the event the contact person indicated cannot be reached following four attempts or is unwilling to provide the requested information, the reference will be considered "unverified" for purposes of this ITB. It is the Proposer's responsibility to provide complete and accurate information for each reference, the Procurement Department **will not** correct incorrectly supplied information. No claim of lack of information or error will relieve Proposer of this responsibility.

Procurement reserves the right to contact references other than those identified by the Proposer to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Proposer is a "responsible vendor", as defined in section 287.012(25), Florida Statutes, as may be amended from time to time.

Form CR



Reference #1 (required)
Proposer's Name: Har PAVINg
Reference's Name: MIANI DAde County
Address: 111 NW 1 SF # 1430 Minni 156 33128
Name of Project: Kundway Im Alwemonth to Sur 1525t C 1574VC.
Contact Person (Name/Title): CAN CANEZAUS Project MANAger
Contact Telephone #: 305 - 310 - 7920 Contact E-Mail Address: Juan. Can Tams Chiamida Le. Ca
Location of Services: Sw 1575 From Sw 157 Ave to Sw 147 Ave
Initial Contract Value: \$ 4, 932,637. Final Contract Value: \$ 4, 249,010. 4
Is the Contract still active?: 🗋 Yes 🛛 X No Number of Change Orders:
Start Date: 2/13/17 Completion Date: 9/6/18
Brief description of the scope of work performed for this reference: <u>Earthwork, Drawage, Concrete, Asphall, Lighting</u> <u>ANO Stripping</u>
FOR OFFICIAL USE ONLY
□ Attempt 1 □ □

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Form CR

Time and Date

Time and Date

Time and Date

Time and Date

□ Attempt 2

□ Attempt 4

Attempt 3



Reference #2 (required)
Proposer's Name: Har PAVING ING
Reference's Name: MIAMI DAL Canty
Address: 111 NW 1SF #1420 MIANI FL 33129
Name of Project: Roadway Improvements to Sa 37851
Contact Person (Name/Title): Gill RAKeghart Project MANAger
Contact Telephone #786-375-0003 Contact E-Mail Address: Rakesphal. Gille MhAmidade G.
Location of Services: Sw 328st From US-1 to Sw 162AVC
Initial Contract Value: \$ 8,375,576. Final Contract Value: \$ 8,375,576.
Is the Contract still active?: Yes 🛛 No Number of Change Orders:
Start Date: 10/25/17 Completion Date: 6/14/19
Brief description of the scope of work performed for this reference:
EANthwork, Drawige, Concroke, Asphalt, Lighting
And stilling

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Attempt 4			
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			For



Reference #3 (required)	
Proposer's Name: Har PAVING INC.	
Reference's Name: F. D.O.T. District	
Address: 1000 NW / 11 AVE MIAMI	FL33172
Name of Project:	
Contact Person (Name/Title): Set gio Generalez - Profee Contact Telephone #: 786 - 739 - 7772 Contact E-Mail Address: Sg	+ MANAgan
Contact Telephone #: 786 - 739 - 7777 Contact E-Mail Address:	No zalize Pinnaclesei, Cum
Location of Services: N.W. 57AVI From NW14	75 10 186-4.
Initial Contract Value: \$ 3,636,400, Final Contract Value: \$ 3,0	082,351. °2
Is the Contract still active ?:  Yes  No Number of Change Orders:	1
Start Date: 8/23/16 Completion Date: 12/	18/17
Start Date	
Brief description of the scope of work performed for this reference:	1
DrainAge, Concrate. Milling And	Reservanna
	0
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Attempt 4 Time and Date	Message Left Verified

Form CR

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MIAMIXLAKES
Growing Beautifully

Reference #4 (required)
Proposer's Name:
Reference's Name: F. D. O.T. Destrich 6
Address: 1000 Dw III AVE MiAmi FL 33172
Name of Project: 7-6418
Contact Person (Name/Title): Fransicolledo. Project Manager
Contact Telephone = 305 - 619-7144 Contact E-Mail Address: WANSICO. Med O @ Dot. State PL. 9
Location of Services: NW/ZAVE Fram SW/3St to NW 205
Initial Contract Value: \$ 1, 730, 331. 32 Final Contract Value: \$ 1, 674, 410. 9
Is the Contract still active?: 🗆 Yes 🛛 Xo Number of Change Orders:  🤇
Start Date: 7/30/17 Completion Date: 6/70/18
Priof description of the scope of work performed for this reference:
Brief description of the scope of work performed for this reference: Drainage, Corcro Le, Milling And Cost Daring

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Reference #5 (required)	
Proposer's Name: Hall PA	EVING TAK
Reference's Name: City of	DerAl
Address:	Λ
Name of Project: ITB 2014.	-06 14SUILANNS Contract.
Contact Person (Name/Title):	-06 14SUILANN, Contract. Hornander - Project Managor.
	Contact E-Mail Address: Jorge . Harmadore City Dus!
Location of Services: Coffwile	
	Final Contract Value: \$ 3, 338, 930. **
Is the Contract still active?:  Yes	Number of Change Orders:
Start Date: 4 13/14	Completion Date: 6/6/16
	,
Brief description of the scope of work performed	d for this reference:
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Striping AND Care	Kesu faring Tuch ding
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Attempt 4	

Time and Date

Form CR

Verified

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Reference #6 (optional) Proposer's Name: \_\_\_\_ Reference's Name: \_\_\_\_ Address: Name of Project: \_\_\_\_ Contact Person (Name/Title): \_\_\_\_\_ Contact Telephone #: \_\_\_\_\_ Contact E-Mail Address: \_\_\_\_\_ Location of Services: Initial Contract Value: \$\_\_\_\_\_ Final Contract Value: \$\_\_\_\_\_ Is the Contract still active?: 
Yes
No
Number of Change Orders: Start Date: \_\_\_\_\_ \_\_\_\_\_ Completion Date: \_\_\_\_\_ Brief description of the scope of work performed for this reference: FOR OFFICIAL USE ONLY Attempt 1 Time and Date Message Left Verified Attempt 2 Message Left Verified Time and Date Attempt 3 Message Left Verified Time and Date Attempt 4 П Message Left Time and Date Verified

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Growing Beautifully

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Form CR



Reference #7 (optional)					
Proposer's Name:			л.		
Reference's Name:				λ	
Address:				2	
Name of Project:					
Contact Person (Name/Title	):				
Contact Telephone #:		Contact E-Mail Address:			
Location of Services:					
Initial Contract Value: \$	······································	Final Contract Value: \$			
Is the Contract still active?:	s the Contract still active?:  Yes No		a.		
Start Date:					
		Completion Date:			
Priof description of the scene of work performed for this reference.					
Brief description of the scope of work performed for this reference:					
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Form CR



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: <u>ITB 2018-38</u>

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

Addendum No		Dated 8/31/18
Addendum No		Dated
Addendum No	,	Dated
Addendum No	,	Dated
Addendum No		Dated
Addendum No	,	Dated
Addendum No		Dated
Addendum No		Dated
Addendum No		Dated
Addendum No.	,	Dated

□ No Addendum issued for this Solicitation

Firm's Name: Har Paving INC. Authorized Representative's Name: RAUL GONZALEZ Ples Title: Authorized Signature:



# ITB 2018-38 Miami Lakeway South Resurfacing Project

# Addendum #1

# Due Date: 11:00 AM, September 12, 2018

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. <u>Underlined</u> word(s) indicate additions. Deletions are indicated by strikethrough.

#### **Questions and Answers**

1. Is a bid bond required for this solicitation?

Response: No.

Acknowledgement: e of Signa

Title

Date

Signature

Name of Bidder

Addendum #1

#### CERTIFICATE OF AUTHORITY (IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of
Have Aving Juc., a corporation organized and existing under the laws of the
State of, held on theday of,, a resolution was duly passed and
adopted authorizing (Name) Railbarden as (Title) Prosident of the
corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested
by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify
that said resolution remains in full force and effect.
IN WITNESS-WHEREOF, I have hereunto set my hand this 11, day of, 2018.
Secretary uller Secretary Print: Locaria Genzalez.
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 theday of,, a resolution was duly passed and adopted
authorizing (Name)as (Title) of the to execute bids on
behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official
act and deed of the partnership.
I further certify that said partnership agreement remains in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand this, day of, 20
Partner: Print:

#### CERTIFICATE OF AUTHORITY (IF INDIVIDUAL)

I HEREBY CERTIFY that, I (Name)		, individually a	nd doing business as (d/b/a)
	(If Applicable)	have executed and a	am bound by the terms of the
Bid to which this attestation is attached.			
IN WITNESS WHEREOF, I have hereunto set r	ny hand this	, day of	, 20
Signed:			
Print:			

#### NOTARIZATION

STATE OF 1

COUNTY OF MIANI-DASE) SS:

The foregoing instrument was acknowledged before me this // day of

Sept, 2018, by Locken Ganzalez, who is personally known

to me or who has produced \_\_\_\_\_\_ as identification and who (  $\Box$  did

/ Adid not) take an oath.

SIGNATURE OF NOTARY PUBLIC STATE OF FLORIDA

PRINTED, STAMPED OR TYPE NAME OF NOTARY PUBLIC

Abe Rodriguez Commission # GG160467 Expires: January 11, 2022 Bonded thru Aaron Notary

#### 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.

	This sworn statement is submitted to the Town of Miami Lakes
by	- KAU GONZALEZ - President
	[print individual's name and title]
fo	Har PAVING INC.
	[print name of entity submitting sworn statement]
wł	nose business address is
	1955 NW 110 AVE
	MIAMI, FL 33172

and (if applicable) its Federal Employer Identification Number (FEIN) is 591690152

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: \_\_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

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

BEFORE ME, the undersigned authority, personally appeared <u>Childers</u> 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 <u>Childers and me can be and be and before me that</u> executed said Affidavit for the purpose therein expressed.

2018 WITNESS, my hand and official seal this *M* day of

My Commission Expires: Jo2

Notary Public State of Florida at Large



Abe Rodriguez Commission # GG160467 Expires: January 11, 2022 Bonded thru Aaron Notary

Form PEC

#### NON-COLLUSIVE AFFIDAVIT

State of FC }		
County of Migney J-DA	4	
RAULGUNTA/02		deposes and says that:
a) (He)she is the	(es dent	, (Owner, Partner, Officer, Representative

or Agent) of <u>Harchaving Fuc</u>, the Bidder that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e)Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

sealed and delivered in the presence of: itness Witness

(Printed Name)

(Title)

BEFORE ME, the undersigned authority, personally appeared <u>for well known</u> and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that <u>for the purpose</u> executed said Affidavit for the purpose therein expressed.

day of

WITNESS, my hand and official seal this

My Commission Expires: 🔑

Notary Public State of Florida at Large



Abe Rodriguez Commission # GG160467 Expires: January 11, 2022 Bonded thru Aaron Notary

Form NCA

#### ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA } } SS: COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Title

BEFORE ME, the undersigned authority, personally appeared <u>Mailburth</u> 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 <u>Mailburth</u> executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 1/2 day of

My Commission Expires:

Notary Public State of Florida at Large



Abe Rodriguez Commission # GG160467 Expires: January 11, 2022 Bonded thru Aaron Notary

Form AK

#### CONFLICT OF INTEREST AFFIDAVIT

State of / ANI & DA Le

Partner, Officer, Representative or Agent) of Harley for the proposer that has submitted the attached Proposal and certifies the following;

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

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

Signed, sealed and delivered in the presence of:

Witness Witness

(Printed Name

(Printed Name)

BEFORE ME, the undersigned authority, personally appeared <u><u>Gas</u> 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 <u><u>Gas</u> executed said Affidavit for the purpose therein expressed.</u></u>

day of

WITNESS, my hand and official seal this \_/

My Commission Expires: 2002

Notary Public State of Florida at Large



Abe Rodriguez Commission # GG160467 Expires: January 11, 2022 Bonded thru Aaron Notary

Form COI

## COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, 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:
  - Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
  - Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
  - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Authorized representative (print): Authorized representative (signature): Date:



### PUBLIC RELATIONS AFFIDAVIT

AV, g/Cr Bidder's Name:

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

Proposer shall disclose to the Town:

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

Last name	First frame	Relationship
Last name	First name	Relationship
Last name	First name	Relationship

b) Any family relationships with any employee or elected representative of the Town.

Last name First name Relationship Le la Last name Relationship First name

Last name

First name

Relationship

Authorized Signature

PAUL GONTALIT

**Print Name** 

9/11/18 President

Date:

Title:

#### 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:

- 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.
- 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.

Company Name:

Authorized Signature:

sloz -President

Printed Name and Title

Date

#### Certification – Trench Safety Act

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

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

Bidder acknowledges that included in the various items of the proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act. These items are a breakout of the respective items involving trenching and will not be paid separately. They are not to be confused with bid items in the schedule of prices, nor be considered additional Work.

The Bidder further identifies the costs and methods summarized below:

Description	Unit	Quantity	Unit Price	Extended Price	Method
		/			
		NTI	4		
	12 		0		
1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -		(			

Total \$\_\_\_\_\_

The Bidder/Proposer shall acknowledge this Bid and certifies to the above stated IV by signing and completing the spaces provided below.

Firm's Name: Have PAVING INC.
Signature: 😧
Printed Name/Title: KAULGONTALEZ - Prosident
City/State/Zip: Migni, FL 33/72
Telephone No.: 305-361-3005
EMail Address: Abee HR PAVING. Com

Form TCA 6115



#### LEASED EMPLOYEE AFFIDAVIT

Solicitation Title: Minini Lakensy South Cover Chering Project Solicitation Number: ITB 2018-38

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 my workers 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 providing proof of workers' compensation coverage prior to these workers entering any Town Work site.

I further agree to notify the Town if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company:

Workers' Compensation Carrier:

A.M. Best Rating of Carrier:

Inception Date of Leasing Arrangement:



I further agree to notify the Town in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the Town that documents the change of carrier.

Name of Contractor:	AR PAVING
Signature of Owner/Officer:	Shull ,
Title: Hespland	Date:9/11/18

Page 1 of 2

Form LE



List below the classification of trades or positions of the leased employees and the number per classification/position. Example: Construction Supervisor-1, Electrician-2, Carpenter Apprentice 1-2, Flag Man-1, etc.

Classification/Position	Number of Personnel
· · · · · · · · · · · · · · · · · · ·	

Form LE

Page 2 Of 2



#### Local Vendor Preference Certification

Section 13 of the Town of Miami Lakes Procurement Ordinance, 12-142 provides preferences to business entities located with the town boundaries if the business entity meets the requirements for the vendor preference and its bid or proposal meets the thresholds established in the Procurement Ordinance. Details on these requirements and thresholds can be found by visiting the Town's Procurement webpage at <u>http://www.miamilakes-fl.gov/c-our\_govt/admin-procurement.php</u>.

By completing the information required below and submitting this form the business entity certifies that it meets the requirements for local preference as stipulated in the Procurement Ordinance. <u>This form must be submitted with</u> the business entities response to a solicitation. The Town, at its sole discretion, may allow for the form to be submitted after the date and time stated for the bid or response to be received by the Town.

Solicitation Number: \_\_\_\_\_ Solicitation Title: \_\_\_\_

Mark each of the following as applicable:

□ The business entity is located within the boundaries of the Town, and the goods or services will be furnished from this location.

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

- □ The business entity possesses a current certificate of use issued 6 months prior to the solicitation being issued.
  - Certificate of Use No.: \_\_\_\_\_
- □ The business entity possesses a current business tax receipt issued at least 6 months prior to the solicitation being issued.

Business Tax Receipt No.: \_\_\_\_

- □ At least 40% of the business entity's ownership resides in the Town of Miami Lakes prior to the solicitation being issued.
- (For Services) Service will be provided solely from the place of business located within the Town.

Additional information may be requested to determine if the business entity is entitled to the local preference.

This certification is submitted with the full knowledge that should the Town determine that any of the information provided prove to be false the business entities bid/response may be rejected and the business entity may be excluded from bidding on future solicitation for a period of up to three (3) years.

Name of Business Entity:	
Address:	
Tax ID/FEIN/SSN:	Contact Name:
Phone No.:	Title:
Email:	Signature:
Date:	
6601 Main Street	• Miami Lakes, Florida, 33014

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



BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_\_day of \_\_\_\_\_\_, \_\_\_\_. My Commission Expires: Notary Public State of Florida at Large

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



## Town of Miami Lakes Memorandum

To:	Honorable Mayor and Councilmembers
From:	Alex Rey, Town Manager
Subject:	Authorization to Award a Contract to Florida Sidewalk Solutions for ITB 2018-40
	Repair of Sidewalk Trip Hazards
Date:	10/2/2018

#### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to execute a contract with Florida Sidewalk Solutions ("Florida Sidewalk"), the lowest responsive and responsible bidder, for the as-needed Repair of Sidewalk Trip Hazards contract in an amount not to exceed budgeted funds. The contract term is for a period of three (3) years with two (2) options to renew for additional one-year terms. The amount of \$170,000 is budgeted for sidewalk repair and replacement in Fiscal Year 2018-2019 in the Transportation Gas Tax, Special Revenue Fund.

#### **Background:**

The Repair of Sidewalk Trip Hazards project is aimed towards minimizing tripping hazards and reducing potential liability to the Town. When the Town becomes aware of developing trip hazards, the Town will assess whether the damaged sidewalk flag is so extensive that it merits replacement of the whole flag, or if the flag can be salvaged through the process of sidewalk grinding. If the flag can be salvaged, the Town will utilize this contract to repair trip hazards, returning the sidewalk flag to a safe condition. The work consists of visually inspecting, pre-identifying, measuring, and recording sidewalk trip hazards, repairing each sidewalk trip hazard identified in order to achieve a contiguous level surface between slabs, and identifying and recording sections of sidewalk that meet the Town's criteria for slab removal and replacement.

The Town issued Invitation to Bid ("ITB") 2018-40 for Repair of Sidewalk Trip Hazards on August 15, 2018. The ITB was posted to DemandStar and Public Purchase and posted in the Government Center Lobby. To qualify for award, prospective Bidders were required to:

1. Possess a minimum of five (5) years of experience performing sidewalk trip hazard repair projects;

2. Provide at least three (3) verifiable client references for successful completion of three (3) distinct sidewalk repair contracts with other public agencies of similar scope and value performed within the last five (5) years; and

3. Possess a valid certified license as a General Contractor from the State of Florida, or a Certificate of Competency from the Miami-Dade County's Construction Trade Qualifying Board as a General Engineering Contractor or a Specialty Engineering Contractor.

On the date of the bid opening, September 19, 2018, we received two (2) Bids from the following Bidders:

- 1. Florida Sidewalk Solutions ("Florida Sidewalk") \$162,450
- 2. American Grinding Company, LLC ("American Grinding") \$171,000

Procurement reviewed the bids for responsiveness and found that Florida Sidewalk, the lowest bidder, submitted a responsive bid. Florida Sidewalk was awarded the single sourced contract 2014-57 for Repair of Sidewalk Trip Hazards. The Town did not have any performance issues with Florida Sidewalk for that contract.

Based on Procurement's review of the bid submittals, we have determined that Florida Sidewalk Solutions is the lowest responsive and responsible bidder and their bid prices are fair and reasonable.

#### ATTACHMENTS:

Description **Resolution** 

#### RESOLUTION NO. 18-\_\_\_\_

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR ITB 2018-40, REPAIR OF SIDEWALK TRIP HAZARDS TO FLORIDA SIDEWALK SOLUTIONS, LLC IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, in accordance with Section 5 of Town Ordinance 17-203, the Town issued an Invitation to Bid ("ITB") No. 2018-40 on August 15, 2018, for Repair of Sidewalk Trip Hazards; and

WHEREAS, the ITB was properly advertised on two public bidding websites, DemandStar and Public Purchase, and noticed in the Town Hall Lobby; and

**WHEREAS**, the Town received two (2) bids by the bid deadline from Florida Sidewalk

Solutions, LLC ("FSS") and American Grinding Company, LLC.; and

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

WHEREAS, Procurement recommended awarding a contract to FSS pursuant to budgeted funds for the Repair of Sidewalk Trip Hazards as-needed; and

Page 2 of 5 Resolution No.\_\_\_\_

WHEREAS, the Town Manager concurred with Procurement's recommendation and recommended the Town Council authorize the award of a contract to FSS in an amount not to exceed budgeted funds for ITB 2018-40 Repair of Sidewalk Trip Hazards as-needed; and

**WHEREAS,** the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with FSS for the Repair of Sidewalk Trip Hazards as-needed in an amount 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. <u>Recitals</u>. The foregoing Recitals are true and correct and incorporated herein by this reference.

<u>Section 2.</u> <u>Approval of the Contract.</u> The Town Council hereby approves the award of a contract to Florida Sidewalk Solutions, LLC in substantially the form attached hereto as Exhibit "A" for the Repair of Sidewalk Trip Hazards as-needed in an amount not to exceed budgeted funds (hereinafter referred to as "Contract").

<u>Section 3.</u> <u>Authorization of Town Officials.</u> 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.

<u>Section 4.</u> <u>Authorization of Fund Expenditure</u>. 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 Sidewalk Solutions, LLC in an amount not to exceed budgeted funds

Page **3** of **5** Resolution No.\_\_\_\_

for these services 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

Page 4 of 5 Resolution No.\_\_\_\_

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 Frank Mingo Councilmember Luis Collazo \_\_\_\_\_ Councilmember Timothy Daubert \_\_\_\_\_ Councilmember Ceasar Mestre \_\_\_\_\_ Councilmember Nelson 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 Sidewalk Solutions, LLC** for Repair of Sidewalk Trip Hazards, ITB 2018-40

# **INVITATION TO BID**

# **Repair of Sidewalk Trip Hazards**

# ITB No. 2018-40



The Town of Miami Lakes Council:

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

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

Date Advertised	August 15, 2018
Bids Due	11:00 AM, September 4, 2018

# Repair of Sidewalk Trip Hazards ITB 2018-40

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#### SECTION A. NOTICE TO BIDDERS

ITB Name:	Repair of Sidewalk Trip Hazards
ITB No.:	2018-40
Bids Due:	11:00 AM, September 4, 2018

#### **Overview:**

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms to provide sidewalk repair services ("Services"). The Town of Miami Lakes requires a licensed Contractor to inspect and repair sidewalk trip hazards in order to maintain the quality of the Town's sidewalks and limit the Town's liability for trip hazards. When the Town becomes aware of developing trip hazards, the Town will assess whether the damaged sidewalk flag is so extensive that it merits replacement of the whole flag, or if the flag can be salvaged through the process of sidewalk grinding. If the flag can be salvaged, the Town will utilize this Contract to repair trip hazards, returning the sidewalk flag to a safe condition.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive <u>must</u> be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00 AM on September 4, 2018,** at which time the Bids will be opened.

#### **General Instructions:**

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

Copies of the ITB will only be made available on Public Purchase and the Onvia DemandStar websites. Copies of the ITB, including all related documents, can be obtained by visiting Public Purchase at <u>www.publicpurchase.com</u> or at DemandStar's website at <u>www.demandstar.com</u>. It is strongly recommended that on either website, Bidders should register with the Town of Miami Lakes to receive notifications on changes to the solicitation documents.

#### Minimum Requirements to Submit a Response:

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

- 1. Possess a minimum of five (5) years of experience performing sidewalk trip hazard repair projects;
- Must provide at least three (3) verifiable client references for successful completion of three (3) distinct sidewalk repair contracts with other public agencies of similar scope and value performed within the last five (5) years; and
- 3. Possess a valid certified license as a General Contractor from the State of Florida, or a Certificate of Competency from the Miami-Dade County's Construction Trade Qualifying Board as a General Engineering Contractor or a Specialty Engineering Contractor.

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

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other

**communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

#### **SECTION B. INSTRUCTIONS TO BIDDERS**

#### **B1 DEFINITION OF TERMS**

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

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

#### **B2 BID PROCESS**

#### B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in <u>blue ink</u> 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. <u>Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive</u>.

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

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

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

#### B2.03 ESTIMATED QUANTITIES

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

#### B2.04 LINE ITEM QUANTITIES

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

#### B2.05 ADDITIONAL LINE ITEM PRICING

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

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

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

#### B2.07 PRE-BID CONFERENCE

No Pre-Bid Conference has been scheduled for this solicitation.

#### B2.08 QUALIFICATION OF BIDDERS

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must complete the attached Questionnaire Form and include

it with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

#### B2.09 EXAMINATION OF CONTRACT DOCUMENTS

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

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

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

#### **B2.10 INTERPRETATIONS AND CLARIFICATIONS**

All questions about the meaning or intent of the ITB, must be directed in writing and <u>submitted by e-mail</u> to the Procurement Office, at <u>procurement@miamilakes-fl.gov</u>. 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, <u>www.miamilakes-fl.gov</u> 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.

#### **B2.11 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.

#### B2.12 ACCEPTANCE OR REJECTION OF BIDS

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

#### (i) Unbalanced Bids

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

#### B2.13 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.

#### B2.14 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).

#### B2.15 LOCAL PREFERENCE

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at <a href="http://www.miamilakes-fl.gov">http://www.miamilakes-fl.gov</a>.

#### B2.16 TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

#### B2.17 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.

#### B2.18 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 12-142, Section 16, which is available at <u>http://www.miamilakes-fl.gov</u>.

#### B2.19 EXECUTION OF CONTRACT

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution and Certificate of Authority forms attached hereto.

#### **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<sub>7</sub> 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 firm or in which a parent Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

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

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

#### B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

#### B3.04 PUBLIC RECORDS AFFIDAVIT

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

#### B3.05 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public

work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

#### **END OF SECTION**

#### **SECTION C. GENERAL TERMS & CONDITIONS**

#### **C1 GENERAL REQUIREMENTS**

#### C1.01 GENERALLY

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

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

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

#### C1.02 RULES AND REGULATIONS

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

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

#### C1.03 HOURS FOR PERFORMING WORK

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

#### C1.04 SUBCONTRACTORS

Subcontracting of any work under this Contract is not permitted, unless prior written approval is obtained from the Town Manager for work under a particular Work Order.

In the event subcontractors are utilized, 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.

#### C1.05 CONSULTANT SERVICES

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

#### C1.06 AUTHORITY OF THE PROJECT MANAGER

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

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

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

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

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

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

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

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

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

#### C1.07 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and

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

#### C1.08 THIRD-PARTY BENEFICIARIES

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

#### C1.09 ASSIGNMENT OR SALE OF CONTRACT

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

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

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

#### C1.10 TIME FOR COMPLETION

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

#### C1.11 APPLICABLE LAW AND VENUE OF LITIGATION

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

#### C1.12 NON-EXCLUSIVE CONTRACT

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

#### C1.13 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

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

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

#### C1.15 ENTIRE AGREEMENT

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

#### C1.16 INTENTION OF THE TOWN

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

#### C1.17 PRIORITY OF PROVISIONS

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

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

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

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

#### C1.18 ROYALTIES AND PATENTS

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

#### C1.19 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

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

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

#### C1.20 OWNERSHIP OF THE WORK

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

#### C1.21 TOWN LICENSES, PERMITS AND FEES

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

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

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

#### C1.22 TAXES

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

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

#### C1.23 REMOVAL OF UNSATISFACTORY PERSONNEL

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

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

#### C1.24 COMPLIANCE WITH APPLICABLE LAWS

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

#### C1.25 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

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

#### C1.26 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:

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

#### Raul Gastesi Town Attorney Town of Miami Lakes 6601 Main Street Miami Lakes, Florida 33014 rgastesi@gastesi.com

#### For Contractor:

Steven Sdankus President Florida Sidewalk Solutions 7051 SW 22<sup>nd</sup> Court Davie, Florida 33317 savanna@floridasidewalksolutions.com During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

#### **C2 INDEMNITY & INSURANCE**

#### C2.01 INDEMNIFICATION

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

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

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

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

#### C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

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

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

#### C2.03 DEFENSE OF CLAIMS

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

#### C2.04 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents

and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

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

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

b. Comprehensive Business Automobile and Vehicle Liability Insurance:

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

c. Commercial General Liability ("CGL"):

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

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

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

#### d. Certificate of Insurance

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

#### e. Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

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

#### C3 PUBLIC RECORDS

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

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

#### f. Public Records

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

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

#### g. Retention and Transfer of Public Records

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

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

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

#### C4 CONTRACT MODIFICATION AND DISPUTE PROCESS

#### C4.01 CHANGE ORDERS

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

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

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

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

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

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

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

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

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

#### C4.02 FORCE MAJEURE

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

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

#### C4.03 EXTENSION OF TIME

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

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

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

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

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known,

would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

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

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

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

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

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

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

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

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

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

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

Failure of Contractor to comply with Article C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

#### C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article C1.26 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

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

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

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

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C4.03, and Article C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

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

#### C4.06 CONTINUING THE WORK

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

#### C4.07 FRAUD AND MISREPRESENTATION

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

#### C4.08 STOP WORK ORDER

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

- 1. Cancel the Stop Work Order; or
- 2. Terminate the Work covered by such order as provided in Article C5.03, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project 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.

#### C4.09 MATERIALITY AND WAIVER OF BREACH

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

#### C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

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

#### C4.11 CONTRACT EXTENSION

The Town reserves the right to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days while the Town prepares a new contract for

solicitation. Additional extensions beyond the initial 90 days may occur as-needed by the Town and as mutually agreed upon by the Town and the Contractor until the Town is able to award a new contract. In such event, the Town will notify the Contractor in writing of such extensions.

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

#### C5.01 SET-OFFS, WITHOLDING, AND DEDUCTIONS

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

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

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

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

#### C5.02 CONTRACTOR DEFAULT

a. Event of Default

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

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

#### b. Notice of Default – Opportunity to Cure

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

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

#### c. Termination for Default

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

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

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

#### C5.03 TERMINATION FOR CONVENIENCE

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

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

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

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

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

#### C5.04 REMEDIES AVAILABLE TO THE TOWN

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

## C5.05 FUNDS AVAILABILITY

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

## END OF SECTION

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

#### D1 SCOPE OF WORK

The Work consists of the inspection of Town sidewalks and repair of sidewalk trip hazards. Based on the criteria establish by the Town, the Contractor shall visually inspect, pre-identify, measure, and record sidewalk trip hazards suitable for repairs throughout the project area. The Contractor shall identify and record sections of sidewalk that meet Town criteria for slab removal and replacement throughout the project area. After the inspection is complete, and upon approval of the Town, the Contractor shall repair sidewalk trip hazards identified in order to achieve a contiguous level surface between slabs. The Contractor must furnish all labor, materials, equipment, and supervision required for the inspection of sidewalk trip hazards.

#### D1.01 SURVEY SPECIFICATIONS

Before any repair work takes place, the Contractor shall survey the zone identified by the Town that work shall take place in and identify all vertical trip hazards in the project area that have slab displacements greater than 0.25" that would be candidates for repair. The Contractor shall note any slab with a displacement of greater than 2" and provide a report of such locations to the Town for replacement. During the survey, each identified location shall be assigned and marked with a site number. This number shall also be used to reference each site on the report. After the survey is complete, a report shall be submitted to the Town for review and approval before any work is to commence. The report shall include:

- A list of all identified displacements categorized by site number, address, size of displacement, and estimated cost of repair for each location.
- A list of all identified slabs with displacement in excess of 2" or meeting Town criteria for slab removal and replacement. Note these locations for the Town to consider for removal and replacement and provide a report with site number, address, GPS coordinates, and dimensions (ft) of slab replacement for each location.
- A total number of trip hazards to be addressed and remedied.
- A map with all identified site numbers included in the survey, as well as a KML file of the locations for Town use.

#### D1.02 CONCRETE CUTTING SPECIFICATIONS

After the survey, once approval is given by the Town, Contractor shall repair the sidewalk deviation to achieve a level surface. All equipment used in the process of repairing the sidewalk must fit on the sidewalk and not overhang the sidewalk, which may adversely affect landscaped areas. Contractor shall not cause damage to landscaping, retaining walls, curbs, sprinkler heads, utilities, etc., however, in such event damage is caused, Contractor shall be liable for all damages to the foregoing and the cost to restore damaged property to its pre-existing state.

#### D1.03 LIMITATIONS

- No storing of equipment or materials on the public right-of-way or private property shall be allowed.
- All sidewalk repairs started in residential areas shall be completed by the end of the same work day in which they started. Sidewalk repairs through driveways of adjoining business properties shall be completed within two (2) hours.
- The Town may direct repairs at locations other than construction joints. Repairs directed by the Town will be paid for at the unit prices specified on the Bid Form.
- At no time shall the Contractor cause excessive dust in the sole opinion of the Town to be airborne.
   Any dust created by the repair process must be damped with water or immediately consumed by a vacuum system. If dust is remediated with water, any and all debris or slurry created as a result of

the process must be cleaned the same day. Slurry must be immediately contained and will not be permitted to stand on the sidewalk or run into the parkway or residential property.

- The Contractor shall take precautions during repair operations to not disfigure, scar, impair, or damage any surrounding surfaces including, but not limited to, sidewalk, driveway, roadway, steps, walls, railings, light poles, turf, or any public or private installations such as trees, irrigation, sprinkler heads, electric fences, etc.
- All potential trip hazards marked for repair must be removed in accordance with the American with Disabilities Act (ADA) requirements with the resulting finish being ADA compliant. Each offset must be tapered at 1:12 slope and must have smooth uniform appearance and texture.
- The finished result of each repair shall be taken to a zero point of differential settlement along the entire length of the repair and to both edges of the sidewalk to eliminate the potential for trip hazards the full width of the sidewalk.
- The Contractor shall have an employee safety plan and shall employ safety procedures that ensure that bystanders or passersby will not be injured from the implementation of the work.

After completion of repairs, the Contractor shall submit an invoice listing all trip hazard repairs made in the project area to match the survey. This list should include the survey site number, address, size of displacement, and final cost of repair for each location, as well as the total number of trip hazards remedied.

#### D1.04 METHOD OF MEASUREMENT

Repairs of sidewalks will be measured for payment in inch-feet of sidewalk repaired. The cost of cleaning each worksite shall be included in the priced indicated on the Bid Form. The quantity of sidewalk repair will be determined by multiplying the average sidewalk vertical separation height by the length of repair along the joint on each vertical separation in inch-feet. The Contractor is required to record and submit, with each invoice, the exact dimensions of each vertical separation removed per location. Depth shall be measured to the nearest 1/8 inch.

#### D1.05 LOCATION OF WORK

Work for this Contract shall take place within the corporate limits of the Town of Miami Lakes. Specific maintenance areas and zones for each Work Order are to be established by the Public Works Department. Once the Contractor receives approval from the Town to begin work, work shall be continuous until all work is complete. Any costs incurred for mobilization are considered incidental to this Contract. Work will generally cease when all identified locations for survey and repair have been addressed by the Contractor, or when the Town's allocated funds have been expended.

#### **D2 WORK ORDERS**

Work will be issued on an as-needed basis through the issuance of Work Orders, which may contain multiple work sites. Work Orders issued during the term of this Contract shall survive termination until the Work contained therein is completed and accepted by the Town.

#### **D3 CONTRACT TERM**

This Agreement will be effective upon execution by both parties and shall be for a period of three (3) years. The Town, at its sole discretion may exercise up to two (2) options to renew (OTRs) the Contract for additional one (1) year periods each.

#### **D4 TIME FOR PERFORMANCE OF THE WORK**

The timeframe for completion will be stated in each Work Order. Timeframes stated in any Work Order are mentioned because of their importance to the Town. Therefore, time is of the essence with respect to work under each particular Work Order.

#### **D5 PROGRESS PAYMENTS**

Contractor may make application for payment to the Project Manager for Work completed and accepted 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. Payment Applications may be submitted in in hard copy form or electronically and the Contractor must only use the Town's Contractor Payment Application Form. Supporting evidence to be included with any application for payment includes any information required by the Project Manager. Each application for payment must be submitted in duplicate for approval.

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

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

Contractor may be paid for materials or equipment purchased and stored at the Project(s) Site(s) or another location, subject to the sole discretion and approval of the Project Manager. Where a payment request is made for materials or equipment not incorporated in the Project but delivered and suitably stored at the site or at some other location agreed upon in writing, the written documentation must be submitted at the time of request for payment. Payment may 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.

#### **D6 INVOICES**

Contractor will provide the Town with one invoice for progress payments in accordance with Article D4 above. Multiple invoices will not be accepted, and the Town will not make payment based on statements of accounts. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Work Order number
- Date of invoice
- Purchase Order number
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed or installed, including location(s) where the Work was performed
- Unit prices of Work performed
- Quantities of Work Performed or installed
- Extended prices
- Total value of the invoice

Failure to include the above information will delay payment.

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.

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

All payment(s) will be made in accordance with the State of Florida Local Government Prompt Payment Act.

#### D7 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

All materials must be F.O.B. delivered. The Contractor is solely responsible for the purchase, delivery, and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is solely liable for receiving, inspecting, accepting, and for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FOOT, 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.

#### **D8 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 will respond in writing.

#### **D9 WARRANTY**

Contractor warrants to the Town that all materials and equipment furnished under the Contract Documents will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, 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 Final Acceptance and the Contractor must provide such written warranty prior to the Town issuing final payment. Contractor must provide a minimum written warranty of one (1) year 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 in a Contract, then the manufacturer's warranty term takes precedence. Contractor is required to provide the Project Manager a copy of the manufacturer's warranty prior to the Town issuing final payment. Manufacturer's warranties will become effective upon Final Acceptance of the Project.

All warranties, expressed and/or implied, must be provided to the Town for material and equipment covered by the Contract Documents. All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor must correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Acceptance of the Project.

Should the Contractor fail to perform any required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from

the Town. Where such funds are not available, the Town will bill the Contractor and Contractor shall 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.

#### **D10 LIQUIDATED DAMAGES**

The Contractor is obligated and guarantees to obtain final completion of projects within the timeframes established in the Contract, the Work Order, 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 or Work Order, the Contractor must pay to the Town for each and every calendar day of unexcused delay, which is hereby agreed upon not as a penalty but as liquidated damages. The per diem amount to be paid in liquidated damages shall be stated in each Work Order as applicable. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Work Order.

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.

#### **D11 PROGRESS MEETINGS**

Contractor must hold progress and coordination meetings as required by the Project Manager or Consultant, to provide for the timely completion of the Work.

#### **D12 CONSTRUCTION PHOTOGRAPHS**

Prior to commencement of the Work the Contractor must take digital photographs and color audiovideo 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.

#### **D13 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 shall be responsible for all site(s) security and any loss, damage or theft to its equipment and materials. The Project Manager at its sole discretion may make a staging site(s) available for use by the Contractor. Contractor must not utilize the Staging Site for worker's parking without the prior written approval of the Project Manager. If such site is made available by the Town, the Town assumes no responsibility or liability, and the Contractor is responsible for any loss, damage or theft to its equipment and materials. The Contractor is also responsible for restoring the site(s) to its pre-existing condition prior to the Contractor's use of the site(s).

#### **D14 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.

#### **D15 PROJECT SITE FACILITIES**

The Contractor must arrange for all Project site facilities as may be necessary to perform the Work.

Contractor's, supplier's, materialmen's personnel must not use the Town office or public restrooms that may be available at project site(s) without the prior consent of the manager of the facility or the Project Manager where there is no manager of a facility. The Contractor must provide and maintain at its own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements including Chapter 46 of the Building Code and regulations of the State of Florida Department of Health and Rehabilitative Services or Dade County Health Department. The Contractor, his employees or his Subcontractors must commit no public nuisance or use any facilities that have not been specifically provided for use by the Contractor.

The Contractor must furnish an adequate supply of drinking water for its employees.

There must be adequate provisions made by the Contractor to ensure all disposable materials are properly disposed of and do not create a nuisance to the Town or the public. The location of the temporary facilities will be subject to the approval of the Project Manager.

Contractor is required to provide any necessary temporary utilities to the site, such as electric, water, and sanitary services to the site for new construction or additions to a facility. The Project Manager may authorize the use of existing utilities. Such decision will be made at the sole discretion of the Project Manager.

The Contractor is required to obtain all necessary permits required for any Project site facilities. Contractor shall also be responsible to maintain such facilities in a safe and working condition.

All such facilities remain the property of the Contractor and the Contractor is responsible for removal and disposal of such facilities prior to Final Acceptance.

#### **D16 INSPECTION OF WORK**

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

Should the Contract, or any laws, ordinances, or any public authority require any of the Work to be tested, Contractor shall provide timely notice of readiness of the Work for testing and timely notice shall 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 shall 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 shall pay all testing costs unless the tests determine that the material, Work, or equipment is not compliant with the requirements of the Contract. In such instances the Contractor shall reimburse the Town for all incurred testing cost and the Contractor shall be responsible for any costs associated with re-testing to ensure compliance.

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

#### **D17 ACCEPTANCE AND FINAL PAYMENT**

After completion of any punch list work and after the requisite documents have been submitted and the requirements of the Contract Documents 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 Documents have been performed and the Work is ready for acceptance under the Contract terms and conditions.

Before submission of the Final Certificate for Payment, Contractor must deliver to the Project Manager a final release of all liens arising out of the Contract Documents, 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 issue final payment; the final corrected as-built drawings; operations and maintenance data, contractor's and manufacturer's warranties, and the final bill of materials, if required, and any other required documents.

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 may, upon such certification, and without terminating the Contract Documents, 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.

#### **D18 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.

#### **D19 UTILITIES**

#### D19.01 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 preexisting conditions to the satisfaction of the Project Manager.

#### D19.02 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 Work 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.

#### D19.03 ACCESS TO WATER AND UTILITIES

The Contractor is responsible for providing all water and power that may be required for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood.

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

#### **D20 COORDINATION OF THE WORK**

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

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

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

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

#### D21 CLEANING UP; TOWN'S RIGHT TO CLEAN UP

Contractor must, at all times, keep the Work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all its excess materials, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day. Any paved areas including curbs and sidewalks which have been strewn with soil, sod waste, fertilizer or other waste must be thoroughly swept. The Town is not required to supply areas or facilities for storage or removal of waste on-site.

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

#### **D22 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 offsite 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.

#### **D23 SAFETY ISSUES**

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.

#### D24 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.

#### **END OF SECTION**

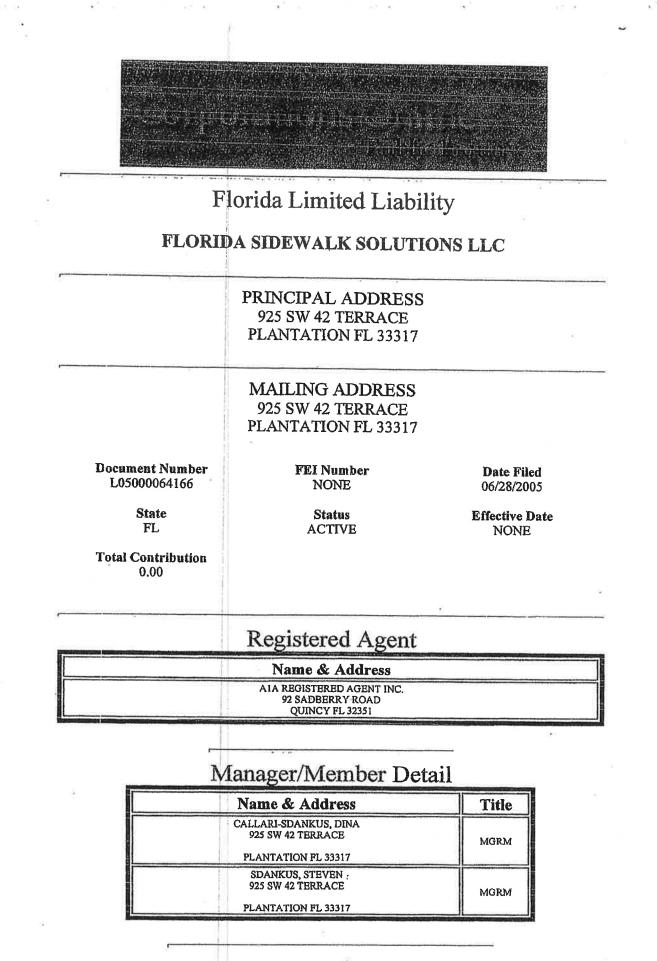
# **CONTRACT EXECUTION FORM**

This Contract 2018-40 mag	de this 25 day of eptember in the year 2018 in an amount not to
exceed	_ by and between the Town of Miami Lakes, Elorida, hereinafter called
the "Town," and EDrida	Sidewalk Suthangreinafter 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
Ву:	By:
Gina Inguanzo, Town Clerk	Alex Rey, Town Manager
Legal Sufficiency:	
By:	Date:
Raul Gastesi, Town Attorney	
Signed, sealed and witnessed in the	CONTRACTOR
presence of:	Florida Sidewalk Solutions (Contractor's Name)
Ву:	By:
	Name: STEVEN SDANKUS
	Title: OWNER / PROSIDENT
	Date: 9/25/18

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



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httn://sunbiz.org/scripts/cordet.exe?a1=DETFIL&n1=L05000064166&n2=NAMFWD&n3... 6/29/2005

# Electronic Articles of Organization For Florida Limited Liability Company

L05000064166 FILED 8:00 AM June 28, 2005 Sec. Of State

Article I The name of the Limited Liability Company is: FLORIDA SIDEWALK SOLUTIONS LLC

# **Article II**

The street address of the principal office of the Limited Liability Company is: 925 SW 42 TERRACE PLANTATION, FL. 33317

The mailing address of the Limited Liability Company is: 925 SW 42 TERRACE PLANTATION, FL. 33317

# Article III

The purpose for which this Limited Liability Company is organized is: ANY AND ALL LAWFUL BUSINESS.

# Article IV

The name and Florida street address of the registered agent is:

A1A REGISTERED AGENT INC. 92 SADBERRY ROAD QUINCY, FL. 32351

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: PAUL SMITH V.P.

# Article V

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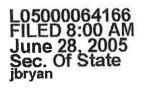
The name and address of managing members/managers are:

Title: MGRM DINA CALLARI-SDANKUS 925 SW 42 TERRACE PLANTATION, FL. 33317

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Title: MGRM STEVEN SDANKUS 925 SW 42 TERRACE PLANTATION, FL. 33317

Signature of member or an authorized representative of a member Signature: DINA CALLARI-SDANKUS



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# **EXHIBIT A. CONTRACTOR'S BID**



## **BID FORM**

This Bid is submitted on behalf of Floridal Sidewalk Solutionshereinafter "Bidder") located at (Name of Bidder)

1051 SW 22nd Ct. Davie FL 33317, submitted on September 11,2018. (Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for ITB No. 2018-40 for

#### **Repair of Sidewalk Trip Hazards**

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

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the above stated ITB issued by the Town of Miami Lakes.

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

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB and attests to meeting the minimum qualifications stated therein.

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

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

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

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



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

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

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

## **BID PRICE**

Bidder's **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.

Task	Task UM Unit Price Quantity		Extended Price			
Repair of Sidewalk Trip Hazards	Inch foot	\$ 78.50	5,700 in-ft	\$162,450.00		
TOTAL BID AMOUNT: \$ 162,450.00						
Firm's Name: Elorida Sidewalk Solutions SSN or Federal ID No. 56-252,0955 Telephone No.: (954)514-7218 Savannah Efion dasidewalk Solutions.com E-Mail Address: Facsimile No.: (954) 616-8834 Town/State/Zip: Davie, FL 33317 Printed Name/Title: Steven Saankus Signature: All President (owner)						

## **SECTION F. FORMS & AFFIDAVITS**

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# **Company Qualification Questionnaire**

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

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

13 years

- a. Professional Licenses/Certifications (include name and license #)\* **Issuance** Date Miami Dade County Tax Receipt-6079990 IDWN OF DAVIE TAX Kecklet - 41998 Palm Blach Tax Receipt - 2017097094-MININ broward erriot -30464 Count (\*include active certifications of small or disadvantage business & name of certifying entity) 2. Type of Company: 🗆 Individual 🗆 Partnership 🕅 Corporation 💢 LLC 🗆 Other If other, please describe the type of company: 510-2520955 a. FEIN/EIN Number: b. Dept. of Business Professional Regulation Category (DBPR): i. Date Licensed by DBPR: Occupatio Dade Co ii. License Number: c. Date registered to conduct business in the State of Florida:  $\dot{D}q$ no ca i. Date filed: 005 ii. Document Number: 000064166 d. Primary Office Location:
  - e. What is your primary business? Trip Hazard Removal (This answer should be specific)

Page 1 of 7

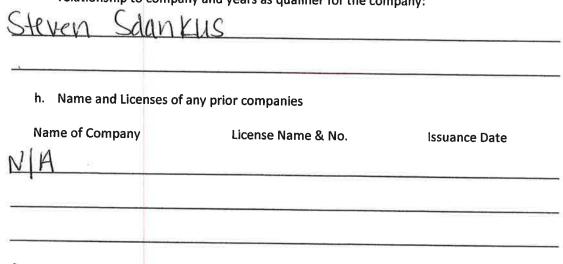
Form CQQ



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

Steven	Sdankus	, E0600786	President	+ Dwner
		16	6 2.0% A	

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



- 3. Company Ownership
  - a. Identify all owners or partners of the company:

Name	Title	% of ownership		
Dina Callari	-Sdankus-CED	517.		
Steven Sdar	KUS-President	Ц91.		

b. Is any owner identified above an owner in another company?  $\Box$  Yes 💢 No

If yes, identify the name of the owner, other company names, and % ownership

Form CQQ



c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

			Signa	tory Autl		
	Name	Title	All	Cost	No- Cost	Other
		i Sdankus-CEOlow			۵	
	Steven Sda	n Kus-President form	era			
		к. Т				
	Explanation for Other:					
4.	Employee Information					
	a. Total No. of Em	ployees:				
	b. Total No. of Ma	anagerial/Admin. Employees: 4				
	c. Number of Trac	des Personnel and total number per c e listed separately for each classification)	lassificatio	on:		
	2000 (100 (100 (100 (100 (100 (100 (100	e technicians.				
			÷			
5.	Will a Labor Force Com	pany be used to provide any workers	Yes	;	X No	
6.	Employer Modification	Rating: NA				
7.	Insurance & Bond Infor	mation:				
		er name & address:				
	Berksh	ire Hathaway 1	Baur	rd In	sura	nce Compa
	F.U. BOX	1568				
	Wilkes-	Barre, P.A				



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

254-540-7430-Mike etow PAPESON Insurance Experience Modification Rating (EMR): C. SEMIC COM (If no EMR rating please explain why) \$128.593.00 Number of Insurance Claims paid out in last 5 years & value: 3d. Bond Carrier name & address: е. f. Bond Carrier Contact Name, Telephone number, & Email: Number of Bond Claims paid out in the last 5 years & value of each: g.

8. Have any lawsuits been filed against your company in the past 5 years?

🕅 Yes 🗆 No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

9. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity.

□ Yes 🕅 No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

10. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations?

🗆 Yes 🛛 💆 No

Page 4 of 7

Form CQQ



September 6, 2018

- Lawsuit Lexington Homes Estates
- Case # 50-2016-CA-013-027
- Venue Palm Beach County
- Year suit filed June 13, 2017

Basis for Claim or Judgement – 3<sup>rd</sup> party bogus negligence claim

Current Disposition - Case Dismissed August 29, 2018

Settlement – No settlement - Dismissed



If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years?

□ Yes 🕅 No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

12. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

🗆 Yes 🛛 🕅 No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

🗆 Yes 🛛 💢 No

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

14. Has your company been cited for any OSHA violations in the past five (5) years?

🗆 Yes 🛛 🗶 No

If yes, in a separate attachment provide a listing of all such violations including the circumstances and disposition of each violation.

## 15. Project Management & Subcontract Details:

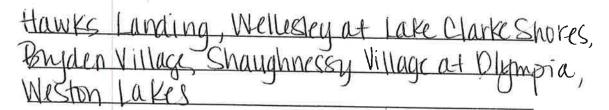
- a. Name the Project Manager ("PM") for this Project: Cristian Angel
- b. How many years has the PM been with the Company: 6 years
- c. List all the PM's licenses & certifications:

VIA

Page 5 of 7



d. List the last five (5) projects the PM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.



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

Name	Trade/Work	% of Work	License No.
NIA			

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

ip hazards. Estimate as Kempve

- g. Asphalt Plant: (provide the company name, address, contact name, phone no. & email address)
- 16. Current and Prior Experience:
  - a. <u>Current/Prior contracts or projects of a similar size, scope, and complexity:</u>

Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.

See Vendor References.



September 6, 2018

Cristian Angel – Project Manager

Role – Cristian Angel is responsible for supervising on site daily, checking cuts for ADA compliancy and quality of work. Deals with any questions or concerns working with contact on site.

Scope of work. Deals with any issues and meets with officials. Check on crews. Provide progress reports as requested.

Value of each project:

- 1. Hawks Landing \$15,491.42
- 2. Wellesley @ Lake Clarke Shores \$28,106.88
- 3. Bryden Village HOA \$17,586.00
- 4. Shaughnessy Village at Olympia \$13,157.66
- 5. Weston Lakes \$69,697.80



Information provided must include the owner's name, address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission. Bidders must use Form CRL for its reference letters.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

KUS

By:

CVPN

Signature of Authorized Officer

**Printed Name** 



## **Experience of Proposer Questionnaire**

On the following pages, the Proposer shall provide the information indicated for three (3), but no more than five (5) separate and verifiable references in a government market which are comparable in size, scope, complexity, and cost 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 Proposer (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) will not be accepted as references under this solicitation.

The Procurement Department will attempt to contact the references provided by the Proposer to complete the Evaluation Questionnaire for references. The total number of references contacted to complete an Evaluation Questionnaire for Past Performance for any response will be at least three (3), but no more than five (5). References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The Department will attempt to contact each reference by telephone no less than two times. References will be given seven (7) business days to confirm Proposer's performance in order to be considered a "verified reference." In the event the contact person indicated cannot be reached following four attempts or is unwilling to provide the requested information, the reference will be considered "unverified" for purposes of this ITB. It is the Proposer's responsibility to provide complete and accurate information for each reference, the Procurement Department will not correct incorrectly supplied information. No claim of lack of information or error will relieve Proposer of this responsibility.

Procurement reserves the right to contact references other than those identified by the Proposer to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Proposer is a "responsible vendor", as defined in section 287.012(25), Florida Statutes, as may be amended from time to time.



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Vendor Reference Form

Reference #1 (required)	0			
Proposer's Name: Florida	Sidewalks Sol	utions		
Reference's Name: TOWN D	F Cutler Bay			
Address: 10710 Car	ibbean Bivd.	Cutter Ball	FI. 3218	a
Name of Project: SIde Wa	LK Trip Hazar	rd Repairs	ن ا <i>ل چ_ع</i>	)-1
Contact Person (Name/Title): _A			Works DI	ixec-tor)
Contact Telephone (305)23H	-41102Contact E-Mail Add	ress: AQUINtem	Drutlerha	infl on
Location of Services: TOW N	of Cutier Ba			4
Initial Contract Value: \$	Final Contract Value	)	)	
Is the Contract still active?: 🕅 Yes	□ No Number of Change (	Drders:		
Start Date: 03 07 2014	Completion Date: _	1 I		
	* 2000			
Brief description of the scope of wor	k performed for this reference:			
Sidewalk Trip	Hazard Repa	irs		
·	<i>P</i>			
	FOR OFFICIAL USE ONLY			7
Attempt 1		O	D	-
T Attempt 2	me and Date	Message Left	Verified	
	me and Date	Message Left	□ Verified	
Т	me and Date	□ Message Left	□ Verified	
	me and Date	Message Left	□ Verified	



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Vendor Reference Form

Reference #2 (required)	$\cap$				
	SIDEWALK Solutions				
Reference's Name: <u>City Of South Miami</u>					
Address: 4795 SW -	15th Ave, Miami, FL 33155				
Name of Project: Sidewa	K Trip Hazard Repairs				
Contact Person (Name/Title): $AV$	relio Carmenates (Public Works Project	Mar.)			
Contact Telephone #:305-403	-2012 Contact E-Mail Address: ACarmenates@Southr	n'iani.a			
	f South Miami	2			
Initial Contract Value: \$	Final Contract Value: \$ 9 723.15				
Is the Contract still active?:	X No Number of Change Orders:				
Start Date: 08/11/2015	Completion Date: 08 11 2016				
	completion bate				
Brief description of the scope of wo	rk performed for this reference				
1	Hazard Repairs				
	FOR OFFICIAL USE ONLY				
Attempt 1					
Attempt 2	ime and Date     Message Left     Verified       Ime International Internationee International International International Internatione Inter				
Attempt 3	ime and Date Message Left Verified				
<ul> <li>Attempt 4</li> </ul>	ime and Date Message Left Verified				
	ime and Date Message Left Verified				

Form CR



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Vendor Reference Form

Reference #3 (required)	
Proposer's Name: FIDrida	Sidewalk Solutions
	of Miami Lakes
Address: Lolo Mae	n Street, Miami Lakes, Fi 33014
Name of Project: Trip H	nard Repairs
Contact Person (Name/Title):	ulos Acosta (Director of Public Works)
Contact Telephone #:305-51	-7219 Contact E-Mail Address: ACOStac Pmiamilakes-F1.9
Location of Services: TDWN	of Miami Lakas
	0.00 Final Contract Value: \$ 502,871.00
Is the Contract still active?:  Yes	No Number of Change Orders:
1, 1	Completion Date: Dle 24/2018
start bate. 02111 1019	Completion Date: Del AHT LOIS
Brief description of the scope of wo	a performed for this reference
/	Harard Removal and
Survelling.	- name removal and
	FOR OFFICIAL USE ONLY
Attempt 1	
	me and Date
T	me and Date
1	me and Date
Attempt 4 T	me and Date

Form CR



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Vendor Reference Form

Reference #4 (optional)	~			
Proposer's Name: FIDr	ida Sidewalk	Solutions		
Reference's Name:	ty of Plante	ation		
Address: 750 NV	V'91st Ave, F	lantation, FL		
Name of Project: _Side	Walk Trip Ha	rard Repair		
Contact Person (Name/Title)	Edward Consu	1 (Public Work	(S Director)	
Contact Telephone # 954	)452-2535 Contact E-Ma	il Address: ECONSAUL	@ plantation o	КC
Location of Services:		jon		.9
Initial Contract Value: \$	Final Contract	Value: \$338.DT	D	
Is the Contract still active?: $1 \text{ N/A} - P' \text{ GAY back}$ Start Date: $09 22$	□ Yes □ No Number of Char $\frac{1}{2014}$ Completion Da		18	
Brief description of the scope Sidewalk. Tr	e of work performed for this refere "IP HAIAYA Depa	ence: LINS		
	FOR OFFICIAL USE	ONLY		
Attempt 1				
Attempt 2	Time and Date	Message Left	Verified	
Attempt 3	Time and Date	Message Left	Verified	
	Time and Date	□ Message Left	□ Verified	
Attempt 4	Time and Date	Message Left	□ Verified	

Form CR



ADDENDUM A	CKNOV	VLEDGEM	ENT FORM	1
Solicitation No.:	201	8-1	Ð	

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

Addendum No. # (,	Dated 8 31/18
Addendum No#2	Dated <u>910118</u>
Addendum No <u>#3</u> ,	Dated <u>911118</u>
Addendum No,	Dated
Addendum No	Dated
Addendum No,	Dated

No Addendum issued for this Solicitation

Firm's Name: Florida Sidewalk Solutions	
Authorized Representative's Name: Steven Sdankus	_
Title: President Lonner	
Authorized Signature:	



### ITB 2018-40 Repair of Sidewalk Trip Hazards Addendum #1 Due Date: 3:00 PM, September 12, 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. <u>Underlined</u> word(s) indicate additions. Deletions are indicated by strikethrough.

#### Clarifications

1. The Proposal Due Date is hereby extended from 11:00AM, September 4, 2018 to 3:00PM September 12, 2018.

Acknowledgement:

ankus

ankies Signature

Floridg Sidewalk Solutions



### ITB 2018-40 Repair of Sidewalk Trip Hazards Addendum #2 <u>Due Date: 3:00 PM, September 12, 2018</u>

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. <u>Underlined</u> word(s) indicate additions. Deletions are indicated by strikethrough.

#### Questions

1. Can bidders use current contracts with the Town as references to satisfy the minimum qualifications?

#### Response: Yes.

2. Will the Town consider private entities as references to satisfy the minimum qualifications?

#### Response: No.

3. Will the Town reconsider using inch foot as the unit of measure for the bid?

**Response:** No. An inch-foot is defined as the average inch height of the trip hazard multiplied by the linear foot of the hazard. For bidders whose pricing is based on linear foot, they may assume that one (1) inch-foot is the equivalent of one (1) linear foot, for purposes of bidding.

4. Is there a bid bond or a performance bond required for this contract?

**Response:** There are no bonds required for this contract.

Acknowledgement:

Name of Signatory

Signature

Eorida Sidewark Solutions



### ITB 2018-40 Repair of Sidewalk Trip Hazards Addendum #3 <u>Due Date: 3:00 PM, September 19, 2018</u>

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. <u>Underlined</u> word(s) indicate additions. Deletions are indicated by strikethrough.

#### **Clarifications:**

1. The Response to Question #3 in Addendum #2 is hereby revised as follows:

**"Response:** No. An inch-foot is defined as the average inch height of the trip hazard multiplied by the linear foot of the hazard. For bidders whose pricing is based on linear foot, they may assume that one (1) inch foot is the equivalent of one (1) linear foot, for purposes of bidding. Bidders must provide pricing by the inch-foot unit of measurement."

Except as set forth above, the Response is unaffected and shall continue in full force and effect in accordance with its terms.

2. The Bid Opening is hereby extended from 3:00PM, September 12, 2018 to 3:00PM, September 19, 2018.

Acknowledgement:

FIDERIDA SIDEWALK Solutions Name of Bidder

#### **CERTIFICATE OF AUTHORITY** (IF CORPORATION)

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ł	HEREBY	CERTIFY			а	meeting	of	the	Board	of	Directors	of
	da Sid											
	Florida											and
adopted	authorizing	(Name)	steven	Ę	AU	1KUS	as (	TitleP	resid	en-	tof	the
corporatio	on to execute	bids on beh	alf of the	e corp	orati	ion and prov	viding t	that his	/her exec	ution t	hereof, attes	ted
by the sec	retary of the	corporatio	n, shall b	e the	offic	ial act and d	eed of	f the co	rporation	. 1	further cer	rtify
that said r	esolution rer	nains in full	force an	d effe	ect.			100 L				

IN WITNESS WHEREOF, I have hereunto set my hand this 6, day of <u>Septem ber</u>. 2018 ry: <u>Duca Saunkus</u> Print: Ding Saankus

Lankers Secretary: <u>Auia</u>

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JIA.	CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)	
I HEREBY CERTIFY t	nat at a meeting of the	Board of Directors of
	, a partnership organized a	nd existing under the laws of the
State of, held on t	neday of,, a resoluti	on was duly passed and adopted
authorizing (Name)	as (Title)	of the to execute bids on
behalf of the partnership and provide	s that his/her execution thereof, attested	by a partner, shall be the official
act and deed of the partnership.		
I further certify that said partnership	agreement remains in full force and effe	ect.
IN WITNESS WHEREOF, I hav	e hereunto set my hand this, day o	f, 20
Partner:	Print:	

N	A
• •	CERTIFICATE OF AUTHORITY (IF INDIVIDUAL)
	I HEREBY CERTIFY that, I (Name), individually and doing business as (d/b/a)
	Bid to which this attestation is attached.
	IN WITNESS WHEREOF, I have hereunto set my hand this, day of, 20
	Signed:
	Print:

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#### NOTARIZATION

STATE OF Florida ) SS: COUNTY OF BOMARO The foregoing instrument was acknowledged before me this the day of Callari Sdankus, who is personally known tember, 2018, by Ding as identification and who 🕅 did to me or who has produced \_ 📖 did not) take an oath. SIGNATURE OF NOTARY PUBLIC STATE OF FLORIDA irris IAMM PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC



SAVANNAH HARRIS MY COMMISSION # FF 907872 EXPIRES: August 6, 2019 Bonaed Thru Budget Notary Services

### 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 Steven Salankus, President	
[print individual's name and title]	
for Florida Sidewark Solutions	
[print name of entity submitting sworn statement]	
whose business address is	
7057 SW ZZnd Couert	
Davie, FL 33317	

and (if applicable) its Federal Employer Identification Number (FEIN) is \_56-2520955

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the antity 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 <u>THAT</u> I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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

WITNESS, my hand and official seal this that of sept. 2018

My Commission Expires:

Notary Public State of Florida at Large



#### **NON-COLLUSIVE AFFIDAVIT**

State of Florida SS: oward} Coun  $10\,\mathrm{KuC}$  being first duly sworn, deposes and says that:

a) He/she is the DWNER (Owner, Partner, Officer, Representative or Agent) of FIDVIDA Sidewall Solutions the Bidder that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e)Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

(Printed Nar SIDENT

BEFORE ME, the undersigned authority, personally appeared with Multus 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 Aeven San Kus executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this the day of september 1018

My Commission Expires:

Votary Public State of Florida at Large



SAVANNAH HARRIS WY COMMISSION # FF 907872 EXPIRES: August 6, 2019 Bonded Thru Budget Notary Services

### **ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA } } SS: COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

ner Title:

BEFORE ME, the undersigned authority, personally appeared <u>Hven Gankup</u> 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 <u>Hven Sdankup</u> executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this that day of sptember 2018

My Commission Expires:

Notary Public State of Florida at Large



SAVANNAH HARRIS MY COMMISSION # FF 907872 EXPIRES: August 6, 2019 Bonded Thru Budget Notary Services

#### **CONFLICT OF INTEREST AFFIDAVIT**

State of <u>Florida</u> } } SS: County of <u>BIDWARd</u> } <u>Steven Saankus</u> being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of <u>Florida Sidewalk Solution</u> the Proposer that has

submitted the attached Proposal and certifies the following;

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

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

Signed, sealed and delivered in the presence of:

Witness

Witness

(Printed Name) DENT (Title)

BEFORE ME, the undersigned authority, personally appeared to and before me that Control of the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Control of the purpose therein expressed.

WITNESS, my hand and official seal this the day of soperator, LD S

My Commission Expires:

Notary Public State of Florida at Large



SAVANNAH HARR'S MY COMMISSION # FF 907872 EXPIRES: August 6, 2019 Bonded Thru Budget Notary Services Form COI

### COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, 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;
  - Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
  - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Florida Sidewalk Soll	tions	
Authorized representative (print): Steven Sdan	KUS	
Authorized representative (signature):	Date: <u> </u>	.8



### **PUBLIC RELATIONS AFFIDAVIT**

Bidder's Name: Floridg Sidewalk South Malicitation No.: 2018-40

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

Proposer shall disclose to the Town:

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

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

b) Any family relationships with any employee or elected representative of the Town.

First name	Relationship
First name	Relationship
	First name

Last name

First name

Relationship

Authorized Signature

dankus

<u>9-6-18</u> Date: <u>Presidentfonner</u> Title:

Print Name

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	Membership Eertificate	ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA	RECEIVED CERTIFICATE No. 01 FOR Forty-nine (49) UNITS
And I Deal I deal and	ons LLC	UNITS 49	ISSUED TO NAMESteven_Sdankus ADDRESS925_S.W. 42 Terrace Plantation, FL_33317

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### **CORPORATE RESOLUTION**

WHEREAS, FIDRIDA SIDEWALK plution &c. 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 (type title of officer) DIRECTORS that the \_ Saankus, 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 eth day of september, 2018.

Corporate Secretary

(Corporate Seal)

### Exhibit A Section D

### **CONCRETE SLICING SPECIFICATIONS**

- A. Florida Sidewalk Solutions will repair all sidewalk trip hazards from 1/4" and up to 2" differential, as long the integrity of the sidewalk is not compromised, within the areas identified in a Work Order.
- B. Florida Sidewalk Solutions will remove hazards completely, from one end of the raised sidewalk joint to the other if applicable, leaving a zero point of differential between slabs.
- C. Florida Sidewalk Solutions will not use any type of "fill" material that deteriorates or breaks apart over time.
- Florida Sidewalk Solutions will not cause any damage to landscape, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks.
   If the Florida Sidewalk Solutions equipment causes damage to above, the City must be notified immediately, and damages must be repaired at the Contractor's expense within 24 hours of the time the damage occurred.
- E. Florida Sidewalk Solutions will follow all relevant federal, state and local regulations in impacting path of travel in assigned work areas at all times.
- F. Florida Sidewalk Solutions will completely and immediately clean up all debris after each hazard is repaired. All costs incurred for disposal of waste material shall be included in unit cost.
- G. Florida Sidewalk Solutions will repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).
- H. Florida Sidewalk Solutions shall guarantee specified repair slope (1:12 ratio based upon requirements outlined by the Americans with Disabilities Act) is achieved.
   If defined slope is not achieved, Florida Sidewalk Solutions will repair to specification at no additional charge within 24 hours of discovery.
- I. Florida Sidewalk Solutions will guarantee that the removed trip hazard will have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6 and show via previous testing that the technique used yields the specified coefficient of friction.

### Exhibit A Section D

- J. Florida Sidewalk Solutions's hardware will be flush to the ground and capable of working at any angle and perform trip hazard removal in hard-to-reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings.
- Florida Sidewalk Solutions will respond to all request for trip hazard repair within 48 hours of notice from the city failure to do so will lead to termination of the contract.

### SIDEWALK INSPECTION AND DATA COLLECTION

Florida Sidewalk Solutions will walk and visually inspect every sidewalk panel in the project area and will use data collection that records the details of the work. The data shall be transmitted electronically to the City Representative. The data shall be provided in both an MS Excel table. Data shall be provided in HML or HMZ format suitable for use as a Google Earth layer. The data must include an itemized summary of all repaired hazards, including the data indicated below:

- The displacement height of the proposed repair
- > The physical location (street address) of each repair
- The GPS coordinates with precision/repeatability of 2 ft. or better.
- An indication whether the hazard is to be repaired by sidewalk slicing or by another method such as removal and replacement

### INCH FEET PRICING

1 To 12 Ratio at \$28.50 per inch foot

Inch Foot Calculation (Based on height of each trip hazard & lineal feet of proposed correction)

SURVEY PROCESS (Documentation of Average Height Displacement)

Two measurements of displacement height on each proposed repair

EXAMPLE (Lifted .25 to .50 across a 5 Foot Wide Sidewalk)

- Height Left Corner .25 + Height Right Corner .50 (divide by 2 = .375)
- .375 Average Height x 5 Lineal Feet = 1.88 Inch Feet
- > 1.88 Inch Feet x \$28.50 Cost Per Inch Foot = \$53.58 Removal Cost

Florida Sidewalk Solutions 7051 SW 22<sup>nd</sup> Court, Davie, FL 33317 Phone (954) 514-7218 Fax (954) 616-8834 CC# E060076

### EXHIBIT A SECTION D D1.01 SURVEY SPECIFICATIONS

### SIDEWALK SURVEY TRIP HAZARDS LIST



Florida Sidewalk Solutions 7051 SW 22nd Ct Davie, FL 33317 Federal ID #: 56-2520955 CC# E0600786 Ph:954-514-7218/Fax:954-616-8834 www.floridasidewalksolutions.com

Town of Miami Lakes

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6601 Main St. Miami Lakes, FL 33014 Gate Code: n/a 305-793-7076

Total In. Ft.

### <u>Total Ln. Ft.</u>

		2.0	109.00		51.50
FLORIDA SIDEWALK SOLUTIONS		INS			
No.			Lineal Feet	Location	Inch Feet
4	Left	Right			
1	0.50	0.00	5	Side of 16371, NW 87th Ct	1.25
2	0.75	0.00	5	16371, NW 87th Ct	1.88
3	0.50	0.25	5	16371, NW 87th Ct	1.88
4	1.00	0.00	5	16371, NW 87th Ct	2.50
5	0.25	0.50	4	16371, NW 87th Ct	1.50
6	0.75	0.00	5	16351, NW 87th Ct	1.88
7	0.50	0.50	5	16351, NW 87th Ct	2.50
8	0.50	0.00	5	16331, NW 87th Ct	1.25
9	0.25	1.00	5	16331, NW 87th Ct	3.13
10	REPLACE			16331, NW 87th Ct	NO CUT
11	0.00	1.00	5	16331, NW 87th Ct	2.50
12	0.00	1.00	5	16311, NW 87th Ct	2.50
13	REPLACE			16271, NW 87th Ct	NO CUT
14	0.50	1.50	5	16251, NW 87th Ct	5.00
15	1.00	0.75	5	16251, NW 87th Ct	4.38
16	REPLACE			16251, NW 87th Ct	NO CUT
17	0.50	0.00	5	16231, NW 87th Ct	1.25
18	0.50	0.50	5	16231, NW 87th Ct	2.50
19	0.25	0.50	5	16231, NW 87th Ct	1.88
20	0.25	0.50	5	8720, NW 162nd Ter	1.88
21	0.00	1.00	5	8752, NW 162nd Ter	2.50
22	0.25	0.50	5	8752, NW 162nd Ter	1.88
23	0.00	0.50	5	8752, NW 162nd Ter	1.25
24	0.75	0.75	5	8768, NW 162nd Ter	3.75
25	0.75	0.25	5	8785, NW 162nd Ter	2.50

7051 SW 22nd Ct. Davie, FL 33169 Office: (954) 514-7218\*Fax: (954) 616-8834

### Section D D1.01 SURVEY SPECIFICATIONS (Sample)

### SIDEWALK SURVEY MAP & KML FILE



### Section D D1.01 SURVEY SPECIFICATIONS (Sample)

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<ul> <li>OUR WORK</li> <li>Florida Sidewalk Solutions removes trip hazards from concrete and asphalt sidewalks to assist communities alleviating trip and fall liability, meeting the requirements of the Americans with Disabilities Act (ADA) and improving community assets. Our approach has been awarded 6 U.S. patents, one pending. We use a horizontal saw to repair trip hazards as small as 1/4 inch (as defined by the ADA) to as high as 2.0 inches. Communities and municipalities find that our proprietary services are more efficient and can save them thousands of dollars compared to the cost of conventional methods of trip hazard removal.</li> <li>U.S. Patent Numbers: 6,827,074, 6,896,604, 7,000,606, 7,143,760, 7,201,644, 7,402,095</li> <li>Florida Sidewalk Solutions does not grind or pulverize concrete. Grinders can cause crevices and pitting, resulting in further damage and deterioration to the concrete due to water retention in the low, uneven spots.</li> </ul>
<ul> <li>alleviating trip and fall liability, meeting the requirements of the Americans with Disabilities Act (ADA) and improving community assets. Our approach has been awarded 6 U.S. patents, one pending. We use a horizontal saw to repair trip hazards as small as 1/4 inch (as defined by the ADA) to as high as 2.0 inches. Communities and municipalities find that our proprietary services are more efficient and can save them thousands of dollars compared to the cost of conventional methods of trip hazard removal.</li> <li>U.S. Patent Numbers: 6,827,074, 6,896,604, 7,000,606, 7,143,760, 7,201,644, 7,402,095</li> <li>Florida Sidewalk Solutions does not grind or pulverize concrete. Grinders can cause crevices and pitting.</li> </ul>
<ul> <li>Grinders often leave partial hazards at the edges of a sidewalk panel, which means after you've paid for a repair, you are still left with a liability.</li> <li>ALL jobs require a Florida Sidewalk Solutions signed Notice to Proceed / Contract for Patented – Saw Cuttin Trip Hazard Removal in order to be scheduled. Any changes or additions are subject to contract document legal fees.</li> <li>Our work requires the use of generators therefore we cannot work in rainy conditions or with wet concrete.</li> <li>There is a minimum charge for our work.</li> <li>Florida Sidewalk Solutions does not remove or replace sidewalks. Sidewalks noted on the estimate as replace are sidewalks beyond the scope of our work and will not be repaired by Florida Sidewalk Solutions.</li> <li>To view an animated demo of our work please click here: http://www.floridasidewalksolutions.com/animation/animation.html</li> </ul>
LICENSE AND INSURANCE
EICENSE AND INSURANCE
<ul> <li>Town of Davie Occupational license: #41998</li> <li>Broward County Occupational license: #329-30464</li> <li>Miami-Dade County Occupational license: #607999-0</li> <li>Village of Royal Palm Beach Occupational license: #13-00012908</li> <li>Certificate of Competency: E0600786</li> <li>Federal Tax ID: #56-2520955</li> <li>Certificate of Liability includes: General Liability=\$2,000,000/General Aggregate=\$2,000,000 / Automobile=\$1,000,000/Worker's Comp=\$1,000,000</li> <li>Please let us know in advance if you need to be listed as a <i>Certificate Holder</i> on our policy. *<i>Copies of insurance, licenses, and references furnished upon request.</i></li> </ul>



### Town of Miami Lakes Memorandum

To:	Honorable Mayor and Councilmembers
From:	Alex Rey, Town Manager
Subject:	Authorization to Award a Contract to Lansight Technologies, LLC for RFP 2018-35
	Information Technology Services
Date:	10/2/2018

### **Recommendation:**

It is recommended that the Town Council authorize the Town Manager to execute a contract in an amount not to exceed \$745,000.00 with Lansight Technology, LLC ("Lansight"), the highest-ranked proposer, to provide Information Technology ("IT") Services. This amount includes Lansight's price proposal of \$676,000.00 and an additional \$69,000.00, approximately 10%, for additional services. The contract is effective for a term of three (3) years with two (2) options to renew for additional one-year periods each. The cost per year for base services is anticipated to be \$135,200.00 In fiscal year 2018-2019, \$114,660.00 is budgeted from the General Fund for these services, a budget revision will need to be made later this year to accommodate the price increase.

### **Background:**

The Town of Miami Lakes' ("Town") hires independent contractors to provide IT support and manage our IT infrastructure and inventory. The contractor is also expected to assist on special projects that promote the Town's IT Master Plan. The IT Master Plan includes investments in IT hardware and software for redundancy and security including a disaster and data recovery system, replacement servers, laptops, workstations and network storage peripherals for the Town's approximate 85 workstations that require IT support services. With the Town's future growth potential, it is crucial for the IT environment and support vendors to be prepared to accommodate new technologies as the Town progresses.

The contractor selected for award will provide general onsite support, routine monitoring of all Town network equipment, perform basic support functions such as installing PCs, laptops, printers, and software, develop a long-term strategic IT master plan, perform additional services as needed, etc.

The Town issued Request for Proposals ("RFP") 2018-35 for IT Services on July 30, 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. Possess a minimum of five (5) years' experience performing information technology services under its current business name and ownership; and

2. Provide three (3) verifiable client references from organizations other than the Town of Miami Lakes, demonstrating completion of at least three (3) contracts of similar size, scope, and complexity.

On the date of the bid opening, August 24, 2018, we received three (3) Proposals from the following Proposers:

- 1. Lansight Technology, LLC ("Lansight")
- 2. Ricoh-USA ("Ricoh")
- 3. SpeedyITTech, LLC dba SpeedyIT360 ("Speedy")

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

- 1. German Cure, Manager of Strategic Planning, Performance, and Innovation, Town of Miami Lakes
- 2. Ismael Diaz, Chief Financial Officer, Town of Miami Lakes
- 3. Daniel Angel, Business Operations Supervisor, Town of Miami Lakes
- 4. Lourdes Rodriguez, Building Department Manager, Town of Miami Lakes

Procurement performed a due diligence review of the proposals for responsiveness and found that Ricoh submitted a non-responsive proposal. The proposal received from Ricoh did not include the requisite number of client references. Lansight and Speedy have been in business for more than five (5) years and both provided references for at least three (3) contracts of similar size, scope, and complexity.

The Committee was provided the responsive proposals and met on September 21, 2018 to evaluate and rank the proposals. At the conclusion of this meeting, the Evaluation Committee moved to establish the following ranking:

1. Lansight - 377.88

2. Speedy – 203

Lansight, the top-ranked Proposer, is a limited liability company with two managing members: Gomez Technology Solutions, LLC., the Town's incumbent contractor, and Lansight Consulting, Inc. Lansight as a company has a combined total of twenty-five (25) years in the business. Their proposed staff has an aggregated fifty-seven (57) years of experience. Based on their proposal, the company has a strong understanding of several key developments in the future of the information technology industry such as the internet-of-things, cybersecurity, privacy, and automation in the government sector.

The Committee noted several other positive aspects of Lansight's methodology such as its offer to provide dedicated on-site support, which will be present on-site at the Town's Government Center during all hours of operation. Dedicated on-site personnel provides the Town with near instant response times for routine IT support issues and, at a guaranteed minimum, a thirty (30) minute response time for escalated issues. Lansight's proposal also provided backup support from a technician that resides within two (2) miles of the Government Center, which allows for short notice and/or emergency requests for A/V coverage or other issues when on-site personnel is unavailable or during hours outside of normal operations. The Committee felt that Lansight's technical approach was better catered to the Town's needs and provided an overall higher level of service than Speedy's proposal. Because of this, the Committee found Lansight's proposal was the most beneficial to the Town.

By comparison, the Committee noted that Speedy's proposal felt less tailored to the Town's needs. For instance, Speedy's proposal did not include references from other public agencies, which the Committee worried would mean the company was less familiar with public records law and data retention policies that are mandated under Florida Statutes Chapter 119 ("Public Records Law"). Another significant difference was Speedy's emphasis on remote presence availability rather than dedicated on-site personnel. Speedy's technical response revolved more around remote monitoring and management with no mention of having permanent staff at the Government Center. Speedy is located within the Town, which allows for quick response times for on-site service requests (within 1-2 hours), however, when compared with constant on-site presence, the

Committee found the service level to be lower than Lansight's proposed approach.

Based on the above, it is recommended that the Town Manager award a contract to Lansight Technology, LLC. for Information Technology Services in an amount not to exceed \$745,000 for a five-year period.

### **ATTACHMENTS:**

Description **Resolution** 

### RESOLUTION NO. 18-\_\_\_\_

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF Α CONTRACT FOR RFP 2018-35, **INFORMATION** TECHNOLOGY SERVICES TO LANSIGHT TECHNOLOGY, LLC IN AN AMOUNT NOT TO EXCEED \$745,000.00; 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 **PROVIDING FOR** INCORPORATION **CONTRACT:** OF **RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** 

**WHEREAS,** the Town of Miami Lakes (the "Town") requires comprehensive information technology services that will support the Town's future growth potential; 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. 2018-35 on July 30, 2018, for Information Technology

Services; 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 three (3) proposals by the proposal deadline, of which two (2) were deemed responsive; and

WHEREAS, an Evaluation Committee ("Committee") was appointed, comprising of (1) Germán Cure, Manager of Strategic Planning, Performance, and Innovation, (2) Ismael Diaz, Chief Financial Officer, (3) Lourdes Rodriguez, Building Department Manager, and (4) Daniel Angel, Business Operations Supervisor; and

WHEREAS, the Committee met on September 21, 2018 to evaluate the responsive proposals and established a ranking based on the evaluation criteria provided for in the solicitation; and

WHEREAS, in accordance with the established ranking, the Committee recommended awarding a contract to Lansight Technology, LLC. as the highest-ranked proposal to provide IT Services for the Town; and

WHEREAS, the Town Manager concurs with the Committee's findings and recommends the approval of a contract with Lansight Technology, LLC. for Information Technology Services in an amount not to exceed \$745,000.00 for a five-year period; and

**WHEREAS,** the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with Lansight Technology, LLC. for Information Technology Services in an amount not to exceed \$745,000.00 for a five-year period.

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

Section 1. <u>Recitals</u>. The foregoing Recitals are true and correct and incorporated herein by this reference.

<u>Section 2.</u> <u>Approval of the Contract.</u> The Town Council hereby approves the award of a contract to Lansight Technology, LLC. in substantially the form attached hereto as Exhibit "A" for Information Technology Services in an amount not to exceed \$745,000.00 for a five-year period (hereinafter referred to as "Contract").

Section 3. <u>Authorization of Town Officials.</u> 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. <u>Authorization of Fund Expenditure</u>. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the Contract.

<u>Section 5.</u> <u>Execution of the Contract</u>. The Town Manager is authorized to execute the Contract with Lansight Technology, LLC. in an amount not to exceed \$745,000.00 for a five-year period 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

Page 4 of 5 Resolution No.\_\_\_\_

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 Frank Mingo Councilmember Luis Collazo \_\_\_\_\_ Councilmember Timothy Daubert \_\_\_\_\_ Councilmember Ceasar Mestre \_\_\_\_\_ Councilmember Nelson 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 **Lansight Technology, LLC** for Information Technology Services, RFP 2018-35

### Professional Services Agreement for IT Services

2018-35



The Town of Miami Lakes Council:

Mayor Manny Cid Vice Mayor Frank Mingo Councilmember Timothy Daubert Councilmember Luis Collazo Councilmember Caesar Mestre Councilmember Marilyn Ruano Councilmember Nelson Rodriguez

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

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**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ in the year **2018** ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Lansight Technology, LLC, hereinafter called the "Contractor," having a principal office at 299 Alhambra Circle, Suite 319, Coral Gables, FL 33134.

#### RECITALS

WHEREAS the Town of Miami Lakes issued RFP 2018-35 for IT Services on July 30, 2018; and

WHEREAS, Contractor submitted its Proposal in response to the RFP by the proposal deadline; and

**WHEREAS,** the Contractor's Proposal was selected as the highest-ranked proposal by an Evaluation Committee charged with reviewing and ranking all responsive proposals received in response to the RFP; and

**WHEREAS,** the Town has requested the Contractor to provide information technology consulting and support services ("Services"); and

**WHEREAS**, the Contractor has the necessary expertise to provide the requested Services and has agreed to provide said Services.

**WITNESSETH**, that the Town and the Contractor, for the considerations herein set forth, agree as follows:

# SECTION A. GENERAL TERMS & CONDITIONS

#### A1. Definitions

- **a. Agreement** means this instrument, as may be amended from time to time, all change orders, directives, payments and other such documents issued under or in connection with this instrument.
- **b.** Additional Services means any work/services defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.
- *c. Attachments* means the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- **d.** Basic Services means the services that are expressly stated in the scope of work/services or those services so closely related in character as to be reasonably inferred to be included within the scope of work/services.
- *e. Change Order* means a written document ordering a change in the Agreement price or time, or a material change in the Services to be rendered.
- *f. Contractor* means the person, firm, entity, or corporation, which has entered into the Agreement to provide Services to the Town.
- *g. Cure* means remedial action taken by the Contractor to correct Service, performance, deliverables, or other contractual requirements that are not in compliance with the Agreement.

- *h. Cure Period* means the period of time in which the Contractor is required to remedy deficiencies in the Services or compliance with the Agreement after receipt of a Notice to Cure from the Town identifying such deficiencies.
- *i.* **Days** means calendar days unless specifically stated otherwise.
- *j. Errors* means Services or work product prepared by the Contractor that are not correct or are incomplete, which results in the need for revision or re-issuance of the Services performed or developed based on the Services provided for under this Agreement.
- *k. Project Manager* means the Town's designee who will manage and monitor the Services to be performed under this Agreement.
- *I. Scope of Service(s)/Work* means the activities, tasks, objectives, deliverables, and completion of work provided for under this Agreement.
- *m. Services or Work* mean all necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Agreement to provide the Scope of Service(s)/Work.
- n. Town Council means the legislative body of the Town of Miami Lakes.
- **o.** Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- **p.** Town or Owner means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the owner of a Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, "Town" without modification means the Town Manager.
- *q. Work Order* means a document approved and issued by the Town authorizing the performance of Additional Services to be provided by the Contractor.
- *r. Work Order Proposal* means a document prepared by the Contractor, at the request of the Town for Services to be provided by the Contractor.

# A2. General

#### A2.01. Authority of the Town's Program Manager

The Town Manager hereby authorizes the Program Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to the providing of the Programs in accordance with the Agreement. The Program Manager shall 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 interpretations and recommendations of the Program Manager shall be consistent with the intent of the Agreement. All interpretations of the Agreement shall be issued by the Town's Procurement Manager, which shall be binding upon the Contractor.

#### A2.02. Standard of Care

Contractor is solely responsible for the technical accuracy and quality of its Services. Contractor must perform due diligence, in accordance with best industry practices, performing the Services under this Agreement. Contractor will be responsible for the professional quality, technical accuracy and coordination of all reports, and other documents furnished by the Contractor under this Agreement. Contractor must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, documents, or other Services.

#### A2.03. Subcontractors

Contractor is not permitted to subcontract any of the Services under this Contract without the prior written consent of the Town Manager or designee.

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

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

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

#### <u>A2.04. Taxes</u>

Contractor shall 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.

#### A2.05. Change Orders

The Town reserves the right to order changes which may result in additions to or reductions in the Agreement and which are within the general scope of the Agreement and all such changes shall be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town and the Agreement.

Any changes to the Agreement must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

#### A2.06. Work Orders

When the Town Manager has determined to utilize Contractor for additional services or for services in connection with a specific project, the Town Manager will request in writing, a Work Order Proposal from the Contractor based on the proposed Scope of Services provided to the Contractor in writing by the Town Manager. The Contractor, the Town Manager, and others if appropriate, may have preliminary meetings, if warranted, to further define the Scope of Services and to resolve any questions. The Contractor will then prepare a Work Order Proposal following the format provided by or acceptable to the Town, indicating the proposed Scope of Services, total time for performance, time for performance of each task, phase or deliverable, staffing including proposed hours per individual and/or classification, proposed fees, Subcontractors, and

deliverable items and/or documents. The Town, at its sole discretion may provide the Contractor with a standardized Work Order Proposal Form to be used for all requests.

The Town Manager may accept the Work Order Proposal as submitted, reject the Work Order Proposal, or negotiate revisions to the Work Order Proposal. Upon successful conclusion of negotiations, the Contractor may be required to submit a revised final Work Order Proposal. If negotiations cannot be successfully completed, the Town Manager may terminate negotiations and may request a Work Order Proposal from another consultant under contract with the Town or secure such services through other means available to the Town. Upon approval of the Work Order Proposal the Town Manager will issue a written Work Order assigning the Project to the Contractor.

It is understood that a Work Order or Notice to Proceed may be issued under this Agreement at the sole discretion of the Town Manager and that the Contractor has no expectation, entitlement, right to or privilege to receive a Work Order and/or Notice to Proceed for any additional service or project. The Town reserves, at all times, the right to perform any or all Professional Services in-house, or with other private professional firms or to discontinue or withdraw any or all projects or tasks or to exercise any other choice allowed by law.

This Agreement does not confer on the Contractor any particular, exclusive or special rights to any additional service required by the Town. Outside of this Agreement, the Contractor may submit proposals and/or qualifications for any professional services, which the Contractor is qualified to perform, in response to any public solicitation issued by Town.

#### A2.07. Deletion or Modification of Services

The Town may during the term of the Agreement make modifications to the Services being provided. If the Contractor and the Town agree on modifications or revisions to any Services such changes shall be made through the execution of a change order executed by both parties.

#### A2.08. 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.

#### A2.09. Defense of Claims

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

#### A2.10. Coordination of Work

The Contractor shall perform all Services in a manner that will minimize disruption to Town's normal operations. Necessary disruptions should occur after normal Town working hours. Where this is not possible Services shall be scheduled and coordinated in advance with the Program Manager.

#### A2.11. Contract Extension

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

#### A2.12. Invoicing

Contractor shall provide the Town with an invoice once per month for the Work performed 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 number (Invoice numbers cannot be repeated)
- Name and Type of Services,
- List of participants.
- Timeframe covered by the invoice
- 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.

#### A3. <u>Performance</u>

#### A3.01. Performance and Delegation

The Services to be performed hereunder must be performed by the Contractor or Contractor's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any subcontractor.

#### A3.02. Removal of Unsatisfactory Personnel

The Project Manager or Town Manager may make written request to Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor to provide and perform Services pursuant to the requirements of this Agreement. The Contractor must respond to the Town within seven (7) 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. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees working under this Agreement and not as employees of the Contractor or subcontractor.

#### A3.03. Contractor Key Staff

The parties acknowledge that Contractor was selected by the Town, in part, on the basis of qualifications of particular staff identified in Contractor's response to Town's solicitation, hereinafter referred to as "Key Staff". Contractor must ensure that Key Staff are available for Services hereunder as long as said Key Staff are in Contractor's employ. Contractor must obtain prior written acceptance of Project Manager to change Key Staff. Contractor must provide the Project Manager with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

#### A3.04. Time for Performance

The Contractor agrees to start all Services hereunder upon execution of the Agreement and complete each, task within the time stipulated in the Agreement. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various tasks may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the Contractor for extra compensation.

#### A3.05. Method of Performing the Services

The apparent silence of the Agreement as to any detail, or the apparent omission from them of a detailed description concerning any Services to performed, shall 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 Agreement shall be made upon that basis.

#### A3.06. Protection of Property, Utilities, and the Public

The Contractor shall protect public and private property from damage or loss arising in connection with the providing the Services and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property of the Town or private property, which may be caused by Contractor.

#### A3.07. Labor Materials, Equipment, and Sales

Contractor shall provide for all labor, materials equipment, supplies, consumables, transportation and other incidental items necessary to provide the Services. The Town at its sole discretion may have purchase equipment or materials to be used under this Agreement, such as hardware, software, and similar items or have the Contractor purchase the equipment on behalf of the Town.

#### A4. Default

#### A4.01. General

If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon

written notice to Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Contractor while Contractor was in default must be immediately returned to the Town. Contractor understands and agrees that termination of this Agreement under this section does not release Contractor from any obligation accruing prior to the effective date of termination. The Town, at its sole discretion, may allow the Contractor a specified time to correct a default.

#### A4.02. Conditions of Default

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- (i) Contractor fails to obtain or maintain the required insurance.
- (*ii*) Contractor fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.
- (iii) Contractor fails to commence the Services within the time provided or contemplated herein, or fails to complete the Services in a timely manner as required by this Agreement.

#### A4.03. Time to Cure Default; Force Majeure

Town through the Town Manager will provide written notice to Contractor as to a finding of default, and Contractor must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Contractor provides written justification deemed reasonably sufficient.

Should any such failure on the part of Contractor be due to a condition of Force Majeure as the 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.

#### **A5.** Termination of Agreement

#### A5.01. Town's Right to Terminate

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, documents, analysis, materials, and/or reports, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Contractor will be paid for the Services performed and accepted, provided that said documentation is turned over to the Project Manager or Town Manager within ten (10) business days of termination.

#### A5.02. Contractor's Right to Terminate

The Contractor shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within thirty (30) days from the date of the Town's receipt of a written statement from Contractor specifying its breach of its duties under this Agreement.

#### A5.03. Termination Due to Undisclosed Lobbyist or Agent

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm,

other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### A5.04. Fraud & Misrepresentation

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

#### A5.05. Funds Availability

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

#### A6. Documents and Records

#### A6.01. Ownership of Documents

All documents, analysis, materials, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon expiration or termination of the Agreement the Contractor must turn over all records, documents and data, whether used or not used, including electronic data as required under Florida Statute 119.0701(d). Contractor is to keep copies of all such records, documents, or data for its records. However, this Article will continue in full force and effect after the expiration or termination of this Agreement.

#### A6.02. Delivery upon Request or Cancellation

Failure of the Contractor to promptly deliver all such documents in the possession of the Contractor, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Contractor until Contractor delivers all such documents. Contractor will have no recourse from these requirements.

#### A6.03. Nondisclosure

To the extent allowed by law, Contractor agrees not to divulge, furnish, or make available to any third person, firm, or organization any information or documentation related to this Agreement, without Town Manager's prior written consent, or unless incident to the proper performance of the Contractor's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Contractor hereunder, and Contractor must require all of its employees, agents and Subcontractors comply with the provisions of this paragraph. Contractor will be entitled to limited use of the information and documents related to this Agreement, which will be used for the sole purpose of marketing to generate new business clients.

#### A6.04. Access to and Review of Records

Town shall have the right to inspect and copy, at Town's expense, the books and records and accounts of Contractor which relate in any way to the Agreement. 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.

#### A6.05. Maintenance of Records

Contractor will keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Contractor for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours. The Contractor agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Contractor.

Contractor shall also comply with the following requirements of the Florida Public Records Law including:

- (i) Contractor must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- (*ii*) Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested public 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, Florida Statutes, or as otherwise provided by law.
- (iii) Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Contractor does not transfer the records to the Town.
- (iv) Upon completion of the contract, Contractor shall transfer, at no cost, to the Town all public records in the possession of the Contractor, or keep and maintain public records required by the Town to perform the service under this contract. If the Contractor transfers all public records to the Town upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records upon completion of the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

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 AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x

# 1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.

#### A7. Insurance

The Contractor must not start Services under this Agreement until the Contractor has obtained all insurance required hereunder and the Town Manager has approved such insurance. Should the Contractor not maintain the insurance coverage required in this Agreement, the Town may cancel this Agreement or, at its sole discretion, must purchase such coverage and charge the Contractor for such coverage purchased.

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

#### A7.01. Companies Providing Coverage

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

#### A7.02. Verification of Insurance Coverage

The Contractor must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Contractor. Contractor must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Contractor must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within thirty (30) days of the change. Contractor must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

#### A7.03. Forms of Coverage

#### A7.03-1. Commercial General Liability

This insurance shall be written in comprehensive form and shall 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 shall not be less than \$500,000.00 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.

#### A7.03-2. Comprehensive Automobile & Vehicle Liability Insurance

This insurance shall be written in comprehensive form and shall 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 shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

#### A7.03-3. Workers' Compensation 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 \$500,000.00 each accident and a waiver of subrogation. Should the Contractor be exempt from Florida's Worker's Compensation insurance requirement the Contractor must provide documentation from the State of Florida evidencing such exemption.

#### A7.04. Modifications to Coverage

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Contractor. Contractor must comply with such requests unless the insurance coverage is not then readily available in the national market, and may request additional consideration from Town accompanied by justification.

#### A7.05. Certificate of Insurance

Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fourteen (14) days of notification of an award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall 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 shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall 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.

#### A7.06. 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. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. For Services provided at Royal Oaks Park and Miami Lakes Optimist Park the Miami-Dade County Public School System shall also be named as an additional insured. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

### A8. Contract Disputes & Mediation

#### A8.01. Claims

Any claim shall be made by written notice by Contractor to the Town Manager or designee and to within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within ten (10) 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 shall be provided unless the Town's Procurement Manager, unless said individual allows additional time for submission. The written notice must be accompanied by Contractor's written notarized statement that any 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 shall be determined in accordance with the Agreement. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

Delays may include, but not be limited to, acts or neglect by any separate contractor employed by own, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

Contractor shall not be entitled to an compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town.

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

#### A8.02. Resolution of Disputes

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

The initial step will be for the Contractor to notify the Procurement Manager in writing of the dispute. Contractor must, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such notification and documentation will constitute a waiver of protest by the Contractor. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the dispute the Contractor may submit an appeal of the Procurement Manager's finding in writing within five (5) calendar days to the Town Manager. Failure to submit such an appeal of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council, Contractor will not be entitled to seek judicial relief unless:

- i. it has first received the Town Manager's written decision, approved by the Town Council if applicable, or
- ii. a period of sixty (60) calendar days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of ninety (90) calendar days has expired where the Town Manager's decision is subject to Town Council approval; or
- iii. Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

#### A8.03. Mediation – Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the Agreement, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Contractor agrees to include such similar contract provisions with all Subcontractors and/or independent contractors and/or contractors retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation, the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

#### A8.04. Continuing the Services

Contractor shall continue to provide the Services during all disputes or disagreements with Town. No Services shall be delayed or postponed pending resolution of any disputes or disagreements.

#### A8.05. 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 Services due to any conflict or potential conflict with Town operational requirements, storm related events, or other similar circumstances. The Town, where possible will make every effort to provide at minimum of forty-eight (48) hours advanced notice.

#### A8.06. Set-offs, Withholding, & 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

#### A8.07. 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 shall lie or be maintained by the Contractor against the Town upon any claim arising out of or

based upon the Agreement by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Agreement, or if the Agreement is terminated under the provisions of the Agreement unless such action is commenced within six (6) months after the date of such termination by the Town.

#### A9. Miscellaneous

#### A9.01. Indemnification

The Contractor will hold harmless, defend, and indemnify the Town, its officials and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Contractor or its employees, agents, or subcontractors. The Contractor will pay all claims and losses of any nature whatsoever in connection therewith in the name of the Town when applicable, and will pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Contractor's obligation under this paragraph will not be limited in any way by the agreed upon the Agreement value, or the Contractor's limit of, or lack of, sufficient insurance protection and applies to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Contractors, its agents, servants, or representatives.

The Contractor's obligation to indemnify the Town shall survive the expiration or termination of this Agreement.

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

#### A9.02. Entire Agreement

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement 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 this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

#### A9.03. Severability

In the event any provision of the Agreement is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of the Agreement shall 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 Agreement in its entirety. An election to terminate the Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

#### A9.04. Nonexclusive Agreement

Contractor Services under this Agreement are to be provided on a nonexclusive basis and the Town, at its sole discretion and right, may engage other firms to perform the same or similar Service, provided, however, that the Town will first notify the Contractor that the Town has

engaged such similar Service and that the duties performed or Service provided, to the extent they may conflict between the Contractor and those other firms engaged, are delineated by the Project Manager so that the Contractor and those similarly engaged are clear as to their responsibilities and obligations.

#### A9.05. Successors and Assigns

The performance of this Agreement must not be transferred, pledged, sold, delegated, or assigned, in whole or in part, by the Contractor without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, or an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Contractor's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Contractor will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Contractor's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Contractor will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

#### A9.06. No Waiver

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

#### A9.07. Applicable Law and Venue

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Contractor's duties to indemnify the Town where Contractor must pay the Town's reasonable attorney's fees.

#### A9.08. Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice: For Town of Miami Lakes:

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

With a copy to: Thomas Fossler Procurement Manager At the same address as above <u>fosslert@miamilakes-fl.gov</u> For Contractor:

Antonio Gomez Lansight Technology, LLC. 8835 SW 107 Avenue Suite 373 Miami, Florida 33176 tony@lansight.com

#### A9.09. Interpretation

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

#### A9.10. Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Contractor and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

#### A9.11. 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 this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail over any document incorporated by reference and be given effect.

#### A9.12. Compliance with Laws

Contractor must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. This includes the Contractor maintaining in good standing all required licenses, certificates, and permits as required to perform the Services.

#### A9.12-1. Non-Discrimination

Town warrants and represents that it does not and will not engage in discriminatory practices and that there must be no discrimination in connection with Contractor's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national

origin. Contractor further covenants that no otherwise qualified individual will, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

#### A9.12-2. ADA Compliance

Contractor must affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor, or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. Additionally the Contractor must take affirmative steps to insure nondiscrimination in employment of disabled persons.

#### A9.13. No Partnership

Contractor is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Contractor has no authority to bind the Town to any promise, debt, default, or undertaking of the Contractor.

#### A9.14. Discretion of Town Manager

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

#### A9.15. Contingency Clause

Funding for this Agreement is contingent on the availability of funds and continued authorization for the services and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, or change in regulations, upon thirty (30) days' notice. The Contractor shall be entitled to discontinue Services, which may include uncompleted hearings, without any recourse by the Town if the funding is not available to pay for Services not yet begun. In any event, the Town acknowledges that it will pay for Services performed that have been properly authorized by the Project Manager.

#### A9.16. Third-Party Beneficiary

Contractor and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third-party under this Agreement.

#### A9.17. No Estoppel

Neither the Town's review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Contractor will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Contractor's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

#### A9.18. Force Majeure

The Town and Contractor will be excused from the performance of their respective obligations under the Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, 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 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 Article for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure.

The following circumstances shall not constitute Force Majeure:

- a. Economic hardship
- b. Inclement weather except as permitted by Florida law

#### A9.19. Town May Avail Itself of All Remedies

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

#### END OF SECTION

# SECTION B. SPECIAL TERMS & CONDITIONS

#### B1. Scope of Service

The following summarizes the responsibilities and services to be provided to the Town in the area of information technology ("IT") support services. The Town's intention is for the Contractor to provide comprehensive IT support services to the Town, which may require changes in operating procedure and hardware/software support as technology progresses over the course of this contract. The Scope of Services shall not be deemed to be all-inclusive and changes may be made from time to time, as authorized by the Town Manager or Project Manager, due to changes in technology or the IT service requirements by the Town.

#### B1.01. Initial Assessment

The Contractor shall assess the documents listed below and conduct a survey of the Town's IT inventory and infrastructure to verify the accuracy of the documents.

- i. Hardware Inventory & Primary Responsible Party
- ii. Network Diagram

#### **B1.02.** General Responsibilities

- a. General Onsite Support & Minimum Staffing Hours Contractor shall provide at least one staff member to provide onsite support during regular business hours, Monday through Friday from 8:30am to 5:00pm, excluding holidays observed by the Town. This staff member must remain on premises at all times during regular business hours except for a thirty (30) minute break for lunch and two fifteen (15) minute breaks during the day. Staff member presence must comply with the then-current policy for regular Town staff attendance policy. On-call after hours and weekend support shall be available at all times with a response time for critical issues of no more than 30 minutes. Critical issues include, but are not limited to, down email servers/service, essential application failures, major disruptions in services to the public, or other technology disruptions deemed critical by the Town.
- b. After Hour Meetings Contractor shall provide onsite support for every Town Council meeting, every Planning & Zoning Board meeting, and Committee/Guest presentation as needed. Regular Town Council meetings take place the 1<sup>st</sup> Tuesday of every month and Planning & Zoning Board meetings take place once per month on a date agreed to by the Board. Specific meeting schedules are available on the Town's website. Contractor shall be responsible for audio volume control and setup for any presentations during these meetings. Contractor's staff member must remain on premises to provide support until the conclusion of each meeting. The Town anticipates approximately fifty (50) after hour meetings per year.
- c. Town's IT Liaison/Representative/Consultant Contractor shall act as the IT subject matter expert and attend any meetings as directed by the Town Manager or his/her designee during regular business hours. Adequate notice of meetings will be provided by Town staff to ensure a qualified representative from the Contractor attends such meetings.
- d. Document Retention Act in accordance with Florida's Open Government and Public Records laws regarding electronic document retention. See the State of Florida's General Records Schedule GS1-SL for State and Local Government Agencies for reference. Contractor shall assist the Town Clerk with public records requests on an as-needed basis.

- e. **Backup and Maintenance Services** Contractor must ensure scheduled, preventive maintenance for equipment and data is promptly performed and documented.
- f. **Emergency Response** Contractor shall provide emergency technical, communication, and IT support services in the event of emergency situations per the direction of the Town Manager or his/her designee in such situations.
- g. Telecommunications- Contractor shall manage all voice communication devices, platforms, and systems. The communications system includes but is not limited to: network/security/VoIP for Cisco telecommunication devices, support management of VoIP phones, the voice mail systems and the Town's automated call flow. Proposer is responsible for providing data to mobile devices including PDAs, tablets, notebooks or other devices not specifically identified.
- h. **Website Support** The Town is in the process of training departmental power users to manage content in the Town's Joomla website. The Contractor shall support these power users as-needed in coordination with the Town's Website Administrator.

#### **B1.03. Network Administration Services**

Scope of activity includes routine monitoring of all Town network equipment including switches, firewalls, routers, and other security devices including the Cisco voice and related devices. Proposer shall be responsible for primary installation of new equipment and maintenance of printers, network copiers/scanners, etc. Monitor network performance and capacity management services. This activity includes the oversight, supervision, and management of all of the Town's Wi-Fi public hot spots.

**Server Administration Services** - Manage computer network and associated hardware, software, and operating system necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Setup new users and edit or remove existing users on server. Monitor server performance and capacity management services. Management of user log-ins and security.

**Cybersecurity** - Maintenance of virus detection programs on Town servers, email, and all other Town computers and laptops. Perform security audits as requested and notify Town personnel immediately of suspected breaches of security or instruction detection.

#### B1.04. Helpdesk, Software & Applications Support

Perform basic support functions including installing PCs, laptops, printers, and software; diagnosing and correcting desktop application problems, configuring laptops and desktops for standard applications, and identifying and correcting hardware problems and performing advanced troubleshooting. Support all Town mobile devices and applications (PDA, smart phone, iPad, tablets etc.) in coordination with service providers and technical support offered by vendors or manufacturers. Troubleshoot day-to-day IT operations for end users.

**Software/Third-Party Applications Services-** Scope of activity includes oversight, management, and support of the Town's applications as described in Exhibit B, under Descriptions of Current Software & Hardware. Proposer may leverage third party application support to facilitate troubleshooting.

#### **B1.05.** Professional Services and Strategic Planning

Contractor will be responsible for development of long-term strategic plans (Information Technology Master Plan), Business Continuity/Disaster Recovery (BC/DR) plans, Cybersecurity Plan, solicitations for major IT system purchases, or other professional Information Technology services will be assigned on a work order basis. Detailed project specifications, deliverables and financial information pertaining to professional services will be negotiated prior to the issuance of a work order. Work Orders must be authorized by the Town Manager or his/her designee.

#### B2. <u>Term</u>

This Contract shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town. The Town shall have the right, at its sole option, to renew the Agreement for two (2) additional one (1) year periods, or any portion thereof. In the event the Town exercises such right, all terms and conditions, and requirements of the Agreement, including all costs, shall remain the same as specified in the Agreement and apply during the renewal period(s).

#### **B3.** Additional Services

A Work Order must be issued for any Additional Services performed under the Agreement. Work Orders may be issued based on cost per task, hourly rates, unit costs, or time and materials depending on the type of Work to be performed. The hourly rates contained in the Agreement shall be used for basis for determining the cost for any Additional Services. Where an hourly rate is not included in the Agreement, new hourly rates will be negotiated to the mutual satisfaction of both parties and added to the Agreement for any future Additional Service requests.

Upon identifying Additional Services to be performed on an as-needed basis, the Program Manager will notify the Contractor of the required Additional Services. This notification will include the following:

- A Work Order for Work to be performed based on pre-established pricing.
- A request for a Work Order Proposal for review by the Program Manager

#### B4. Compensation

For services rendered, the Town shall pay the amounts identified in Exhibit A – Fee Schedule, as may be amended from time to time, which is incorporated into and made a part of this Agreement.

#### **B5.** Management of Staff

The Contractor shall manage the total Work effort associated with the Services required to assure fully adequate and timely completion of these Services in accordance with the Performance Standards. Such management includes, but is not limited to: planning, scheduling, report preparation, establishing and maintaining records and quality control. The Contractor shall provide staff with the necessary management expertise to assure the performance of the required Work; and, trained and experienced field and office personnel who meet established standards to effectively perform the Services required and who exhibit capability to perform with minimum supervision.

The Contractor's Project Manager shall have full authority on a day-to-day basis to act on behalf of the Contractor on all matters pertaining to the performance of the Services under this Contract.

The Project Manager shall be responsible for the performance of all of the Services and shall be the primary contact with the Town. The Project Manager shall be available to discuss Agreement matters and performance issues with the Program Manager during regular Town business hours and within one (1) hour during other times. This can be accomplished in person, or by telephone, as appropriate depending on the circumstances. The Contractor shall provide to the Program Manager contact information (i.e. phone, email address, cell phone) for the Project Manager, who shall be available twenty-four hours, seven days a week to be able to respond to emergencies.

#### B6. Background Checks

Contractor shall comply, at its own cost, with the Town's Administrative Order 07-01, requiring the Contractor to conduct background investigations for all instructors, employees, or volunteers prior to the Licensees use of the Property under this Agreement.

Contractor shall not allow any employee, who does not meet the above stated requirements to provide any Service at the Town's facilities under this Agreement.

An affidavit indicating all applicable staff have passed the background check, which must be received prior to the commencement of the Services or a new staff person starting work. A new Affidavit shall be required on an annual basis.

#### B7. <u>Reports</u>

Contractor shall provide written reports to the Program Manager on a monthly basis providing a breakdown of work performed. The specific format and details shall be determined by the Program Manager. At a minimum the reports shall include the following:

- a. Number and nature of service tickets received, open, closed and pending
- b. Number of emergencies, brief description of the emergency and status of the emergency
- c. Breakdown of maintenance performed
- d. Detail of upgrades performed
- e. Identify any obstacles preventing Contractor from performing any Services or Work Orders pursuant to this Agreement

On a quarterly basis the Contractor shall provide the Program Manager a report of ongoing issues, recommendations for improvements, with associated costs, and anticipated or potential issues that may or will need to be addressed.

#### **B8.** Ownership of Work Product

All Services and rights to work produced, developed or acquired by Contractor under this Agreement, including ownership of any copyrights to work produced under this Agreement shall be transferred to and become exclusive property of the Town, and all materials developed or acquired under the Agreement shall be delivered to the Town prior to the termination date of the Agreement. Contractor acknowledges that the compensation paid under this Agreement is due consideration for transfer of ownership of any copyrights for work produced under this Agreement.

#### **B9.** <u>Response Times</u>

Time is of the essence with regards to performance or response to special/emergency requests for service. Contractor shall meet or exceed the following response times:

- a. Service Tickets Contractor shall respond to service tickets within thirty (30) minutes during normal working hours.
- b. Emergencies
  - 1. During normal working hour Contractor shall respond within ten (10) minutes to resolve the issue
  - 2. After 5:00 pm Contractor shall respond remotely within one hour to resolve the issue. If the issue cannot be resolved remotely the Contractor shall be one site within two (2) hours to resolve the issue.

#### B10. Hurricane or Disaster Services

The Contractor shall provide Services to the Town on a "first priority" basis in the event of a potential or actual public emergency or disaster such as a hurricanes, tornados, fires or other similar acts or circumstances. The Town will rely on Contractor for the protection and recovery of its IT infrastructure both before and after the emergency or disaster event.

Pre-disaster Services shall include but not be limited to:

- a. Assisting in securing and protecting all hardware and software to mitigate any potential adverse impacts.
- b. Backing-up and remotely storing all data.

Post emergency/disaster services shall include but not be limited to:

- a. Assisting in restoring all hardware and software.
- b. Confirming the status of and access to existing data, and restoring any lost data
- c. Work with the Program Manager to identify and damage equipment, or software and developing a plan of action to restore, replace or correct such damage as necessary.
- d. Assist in developing any reports required for insurance, FEMA, or others to recover costs.

Contractor shall provide Emergency Response IT services as specified in the Town's Hurricane Plan.

#### B11. Key Personnel

The Contractor may assign, reassign and substitute personnel at any time. In the event it becomes necessary for the Contractor to substitute key personnel, such substitution will take place in consultation with the Program Manger and will be made upon the Program Manager's prior written approval, which will not be unreasonably withheld.

#### SIGNATURE PAGE FOLLOWS

#### CONTRACT EXECUTION FORM

This Contract 2018-35 made this \_\_\_\_ day of \_\_\_\_\_\_ in the year \_\_\_\_\_ in an amount not to exceed \$\_\_\_\_\_\_ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Lansight Technology LLC, 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** 

Gina Inguanzo, Town Clerk

Ву: \_\_\_\_\_

Alex Rey, Town Manager

Legal Sufficiency:

By:

By:

Date:

Raul Gastesi, Town Attorney

Signed, sealed and witnessed in the presence of:

CONTRACTOR

Lansight Technology LLC

(Contractor's Name)

By: Name: Yony Gomez Title: Managing Partner Date: 8/23/2018

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

#### **CORPORATE RESOLUTION**

WHEREAS, Lansight Technology, LLC, 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

Managing Partner

(type title of officer)

# Tony Gomez

\_\_\_\_\_, 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 23	day of August	, <sub>20</sub> _18
	Corporate Secretary	$\square$
	corporate secretary	

(Corporate Seal)

# EXHIBIT A – FEE SCHEDULE



#### PRICE PROPOSAL FORM

This Proposal is submitted on behalf of Lansight Technology, LLC (hereinafter "Proposer") located at (Name of Proposer)

8835 SW 107th Ave, Suite 373, Miami, FL 33176 \_\_\_\_\_, submitted on 08/24/2018

(Address)

(Date

to furnish all Work as stated in the RFP and Contract Documents for RFP No. 2018-35 for

**IT Services** 

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

This Proposal Form is submitted as part of the Proposer's Proposal submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes.

Proposer has carefully examined all the documents contained in the RFP 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.

Proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP and attests to meeting the minimum qualifications stated therein.

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

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

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

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



Proposer 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, Proposer must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

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

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

#### **PROPOSAL PRICE**

Proposer's **TOTAL PROPOSAL 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.

Line Item	Task/Title	UM	Unit Price	Quantity	Total Price
1	Fixed Rate for General Onsite Support	Weekly	\$2,600	260	\$676,000
2	Fixed Rate for After Hour Meetings Support	EA	\$ Included	250	<sup>\$</sup> Included
	TOTAL PROPOSA	\$676,000			

Firm's Name: Lansight Technology, LLC	
SSN or Federal ID No.: 82-3543217	Telephone No.: 305-992-0337
E-Mail Address: tony@lansight.com	Facsimile No.: 305-445-8897
Town/State/Zip: Miami, FL 33176	
Printed Name/Title: Tony Gomez / Managi	Signature:



#### **ADDITIONAL SERVICES\***

Line Item	Task/Title	UM	Unit Price
1	Emergency Response	Hourly	<sup>\$</sup> 105
2	Network Administrator	Hourly	<sup>\$</sup> 70
3	Helpdesk Technician	Hourly	<sup>\$</sup> 35
4		Hourly	\$
5		Hourly	\$
6		Hourly	\$
7		Hourly	\$

\*Rates indicated in the table above shall be used to determine the cost of additional services issued via work order.

Firm's Name:Lansight Technology	y, LLC
SSN or Federal ID No.: 82-3543217	Telephone No.: 305-992-0337
E-Mail Address: tony@lansight.co	
Town/State/Zip:Miami, FL 33176	
Printed Name/Title: Tony Gomez /	Managi Signature:

Task	Unit	Unit Price	Quanitity	Total Price
Helpdesk - Town Hall	Hourly	35	20	700
Helpdesk - Parks	Hourly	35	4	140
Procurement Support	Hourly	35	8	280
Audio / Visual Coverage	Hourly	50	5	250
Network Administration	Hourly	70	9	630
Director of IT Services	Hourly	75	8	600
				2600
Note: All A/V Requests are	included in the w	veekly price.		
Note: Emergency Support	is included in the	weekly price with the	e exception of en	nergency
events such as natural disa			•	· · · · · · · · · · · · · · · · · · ·
Such events will be billed a				

# **EXHIBIT B – CONTRACTOR'S PROPOSAL**



# Information Technology Services Town of Miami Lakes RFP NO. 2018-35 Part A - Technical Component

Prepared by: Tony Gomez, Managing Partner – Lansight Technology, LLC. August 20<sup>th</sup>, 2018

Page 1



- 1. Company Declaration
  - a. Form CPD Company Declaration (see next page for attachment)



#### **Company Profile and Declaration**

Solicitation Name: Information Technology Services					
Solicitation Number: RFP NO. 2018-35					
Submitted By: Lansight Technology LLC					
(Respondent Firms' Legal Name)					
	(Respondent D/B/A Name, if used for this	s Project)			
Antonio Gomez					
(Name and Title of Officer Signing the Submittal for the Respondent)					
	(Contact Name, if different from Officer)				
	8835 SW 107th Ave, Suite 373				
	(Street Address)				
	Miami, FL 33176				
	(City/State/Zip Code)				
	tony@lansight.com	305-992-0337			
	(Email Address)	(Phone Number)			
Declaration					
<sub>I,</sub> Antonio Go	omez	hereby declare that I am the			
Print Name					
Managing P	artner <sub>of</sub> Lansight	Technology LLC			
Title		Name of Company			

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.



The Respondent further certifies as follows:

- 1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
- Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
- 3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
- 4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
- 5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
- 6. Respondent is in full compliance with all applicable Federal, State, and local lows, rules, regulations and ordinances governing its business practices;
- 7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
- Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
- 9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
- 10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
- 11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
- 12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law,



the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

- 13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
- 14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in <u>Miami Dade</u> County, State of Florida	_ on
20 <u>18.</u>	
Signature	
Antonio Gomez	
Print Name	
Subscribed and sworn to before me this <u>8</u> day of <u>Avgust</u> , 20 <u>18</u>	<u>-</u>
Signature	
KEith & Hoelzel	
Print Name	
KEITH R. HOELZEL	

EXPIRES February 28, 2020 Bonded Thru Budget Notary Services

(Notary Seal/Stamp)



- 2. Proposal Narrative
  - a. Narrative:

Lansight Technology, LLC (Lansight) is an Information Technology (IT) Service provider formed by the union of IT service providers Gomez Technology Solutions, LLC and Lansight Consulting Inc.

Gomez Technology Solutions and Lansight Consulting have been providing IT services to business and governmental organizations in South Florida, New York and the Bahamas since 2007 and 2002 respectively. The purpose of the merger was to augment staff as well as to provide employees with enhanced benefits (e.g. health coverage, retirement benefits, life/disability insurance, etc.).

Lansight has continued and built on Gomez Technology Solutions' successful support model of leveraging modern automated and remote management technologies; but not at the expense of a substantial onsite presence. This hybrid approach allows for service to be delivered with the efficiency of modern technology as well as the proficiency of dedicated, on premise personnel.

Lansight will allocate four fixed resources to the Town of Miami Lakes (TOML). The fixed resources will include the following:

- 1. Helpdesk Technician Will server as tier 1 desktop support and provide backup Audio/Visual (A/V) coverage.
- 2. Network Administrator Will serve as tier 1 desktop support, tier 1 network administration and primary A/V coverage.
- 3. Network Administrator Will server as tier 2 desktop support and tier 2 network administration.
- Director of IT Will serve as backup tier 2 network administration and will provide project management and research on IT related projects and IT components of broader TOML projects.

The remaining Lansight staff members will be accessible to TOML as additional backups to the four dedicated resources as well as to augment skill sets in cases where specific subject matter needs warrant their individual expertise.



- 3. Qualifications of the Proposer
  - a. Form CQQ Company Qualifications Questionnaire (see next page for attachment)
  - b. Form CR Client Reference Form (see following pages for attachments)
  - c. Copy of Florida Articles of Incorporation and Annual Reports (see following pages for attachments)
  - d. Copy of DBPR Certificate (see following page for attachment)



## **Company Qualification Questionnaire**

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

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

	a. NA	Profes	— ssional Licenses/Certifi	cations (ir	nclude name and license	#)* Issuance Date
2.					ness & name of certifying entity)	LLC 🗆 Other
			ease describe the type			
	a.	FEIN/E	IN Number:		82-3543217	
	b.	Dept. d	of Business Profession	al Regulat	ion Category (DBPR):	General / Sales Tax Exempt
		i.	Date Licensed by DB		01/10/2018	
		ii.	License Number:		23-8017405952-0	
	c.	Date re	egistered to conduct b	usiness in	the State of Florida:	01/01/2018
		i.	Date filed:		11/10/2017	
		ii.	Document Number:		L17000233526	
	d.	Primar	y Office Location:	299 AI	lhambra Circle, Suite 319,	Coral Gables, FL 33134
	e.		, s your primary busines		iness IT Service	e Provider

1



f.	Name and	Licenses	of	any	prior	companies
----	----------	----------	----	-----	-------	-----------

Name of CompanyLicense Name & No.Issuance DateGomez Technology Solutions LLC, DBPR 23-8013723937-2, 01/02/07

Lansight Consulting Inc, DBPR 23-8012443130-1, 08/20/02

- 3. Company Ownership
  - a. Identify all owners or partners of the company:

	Name T	itle	% of ownership
Go	mez Technology Sol	utions, LL	.C - 50% Ownership
Lar	sight Consulting Inc	50% O	wnership
	<u> </u>		
b.	Is any owner identified above an	owner in anothe	r company? 🗆 Yes 🔳 No
If	yes, identify the name of the owne	er, other compar	y names, and % ownership
		•	
i			
с.	Identify all individuals authorized signing authority (use additional pages/		company, indicating the level of their
Name	Title	-100 ( 2000) /2	Signatory Authority
		(All, Cost	Up to \$Amount, No-Cost, Other)
Antor	nio Gomez, Managing Partner	, All	
Bisma	arck Canut, Managing Partner	, All	



#### 4. Employee Information

- a. Total No. of Employees: 9
- b. Total No. of Managerial/Admin. Employees: 2
- c. Total No. of Trades Employees by Trade (Ex. 20 Systems Analysts; 5 Programmers; 2 Web Developers, etc.):

2 Network Engineers, 5 Network Administrators, 2 Computer Technicians

- 5. Recent Contracts
  - a. Identify the five (5) most recent contracts in which your company has provided services and provide contact information for reference.

Grove Bay Group, Ignacio Garcia-Menicol, (786) 866-9854

Leon Strategic Consulting, Andro Nodarse-Leon, (305) 358-7720

LAX Floral, Alex Lapeyre, (786) 487-3840

Vanguard Cleaning Systems of South Florida, Jose Arriaga, (786) 517-9590

Berens & Fernandez, Andres Fernandez, (305) 329-2990

- 6. Insurance Information:
  - Insurance Carrier name & address:
     United States Liability Insurance Group, 1190 Devon Park Drive, Wayne, PA 19087
  - b. Insurance Contact Name, telephone, & e-mail: Elio Alfonso, InsureFirst, 786-347-9191, elio@insfirst.com
  - c. Number of Insurance Claims paid out in last 5 years & value: \_\_\_\_\_



7. Have any lawsuits been file against your company in the past 5 years? 
Yes No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

8. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. 
Yes No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

10. Has your company been assessed liquidated damages or defaulted on a project in the past five
 (5) years? □ Yes ■ No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

11. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? 

Yes

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

12. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? □ Yes ■ No

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

- 13. Support Services Questionnaire:
  - a. Describe below how help desk support is provided:

Town Hall's IT phone and email will be monitored

on premise during business hours.



## High/VIP all interested parties are immediately

notified for prioritization and resolution.

- g. What is your average response time and service level agreement with customers? Response times are within 30 minutes.
- h. Beyond the scope of this RFP, what services (related or otherwise) does your organization provide that may be of interest to the Town?

Backup and Disaster Recovery

Comprehensive IT Cloud Packs

Data Destruction

i. Describe below your understanding of retention policy and public record law with regards to municipal government:

Retention and Public Records Laws are complex. With few exceptions

we follow the assumption that all municipal govt. data is subject

to public records requests. With hard drive storage being cost effective

these days we recommend keeping everything indefinitely and would rely on

the Town Clerk for direction on any potential destruction or archival of data.



14. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed under the Contract that Proposer believes is unique to its organization and would benefit the Town.

Lansight's staff has provided IT services to TOML for the past 5+ years as Gomez Technology Solutions. Aside from a zero degree learning curve regarding TOML's network infrastructure, technology solutions and operations we believe that the institutional knowledge that we have cultivated in that time is a significant asset to TOML, it's leaders and it's residents. We are very excited about the prospect of continuing our relationship with the Town of Miami Lakes.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By:		
	Signature of Authorized Officer	
Ar	ntonio Gomez	

08/18/2018

Date

Printed Name



Reference #1 (required)
Proposer's Name: Lansight Technology, LLC
Reference's Name: Sanchez & Vadillo
Address: 11402 NW 41 ST, Suite 202, Doral, FL 33178
Name of Project: Managed IT Services
Contact Person (Name/Title): Manny Vadillo / Partner
Contact Telephone #: 305-436-1410 Contact E-Mail Address: mjvadillo@svlawus.com
Location of Services: Doral, FL / Coral Gables, FL / Brickell, FL
Initial Contract Value: \$24,000 Final Contract Value: \$192,000
Is the Contract still active?: E Yes D No Number of Change Orders: None
Start Date: January 2010 Completion Date: Active

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

Managed IT Services, Director of IT Services,

Network Administration, Desktop Support

		FOR OFFICIAL US	E ONLY	
	Attempt 1			
	Attempt 1	Time and Date	- Understand Message Left	Verified
	Attempt 2			
50mm 723		Time and Date	Message Left	Verified
	Attempt 3			
		Time and Date	Message Left	Verified
	Attempt 4		. 🗆	
		Time and Date	Message Left	Verified



Reference #2 (required)
Proposer's Name: Lansight Technology, LLC
Reference's Name: Leon, Mayer & Co.
Address: 848 Brickell Avenue, Suite 900
Name of Project: Managed IT Services
Contact Person (Name/Title): Andro Nodarse-Leon / Managing Partner
Contact Telephone #: 305-358-7720 Contact E-Mail Address: anleon@leonmayer.com
Location of Services: Brickell, FL & New York City, NY
Initial Contract Value: \$ 84,000 Final Contract Value: \$ 192,000
Is the Contract still active?: I Yes I No Number of Change Orders: None
Start Date: 2008 Completion Date: Active

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

Managed IT Services, Director of IT Services,

Network Administration, Desktop Support

	FOR OFFICIAL US	E ONLY	
Attempt 1			
	Time and Date	Message Left	Verified
Attempt 2			
52	Time and Date	Message Left	Verified
Attempt 3			
	Time and Date	Message Left	Verified
Attempt 4			
	Time and Date	Message Left	Verified



Reference #4 (optional)
Proposer's Name: Lansight Technology, LLC
Reference's Name: Miami Beach Visitor & Convention Authority
Address: 1701 Meridian Ave., Suite 403, Miami Beach, FL. 33139
Name of Project: Managed IT Services, API Development
Contact Person (Name/Title): Grisette Roque Marcos / Executive Director
Contact Telephone #: Contact E-Mail Address: groquemarcos@miamibeachvca.com
Location of Services: Miami Beach, FL
Initial Contract Value: \$13,200 Final Contract Value: \$184,800
Is the Contract still active?: I Yes I No Number of Change Orders: None
Start Date: 2004 Completion Date: Active

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

Managed IT Services, Director of IT Services,

Network Administration, Desktop Support,

## **API Development**

	FOR OFFICIAL USE ON	NLY		
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	



Reference #5 (optional)		
Proposer's Name: Lansight Technology, LLC		
Reference's Name: Surfmed		
Address: 2799 SW 32 AVE, Suites 13 & 14, Pembroke Park, FL. 33023		
Name of Project: Managed IT Services		
Contact Person (Name/Title): Jay Rittenberg / President		
Contact Telephone #:		
ocation of Services: Pembroke Park, FL		
nitial Contract Value: \$_33,600 Final Contract Value: \$_134,400		
s the Contract still active?: E Yes 🛛 No Number of Change Orders: None		
tart Date: 2014 Completion Date: Active		

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

Managed IT Services, Director of IT Services,

Network Administration, Desktop Support

	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

## Electronic Articles of Organization For Florida Limited Liability Company

L17000233526 FILED 8:00 AM November 10, 2017 Sec. Of State

## Article I

The name of the Limited Liability Company is: LANSIGHT TECHNOLOGY, LLC

## Article II

The street address of the principal office of the Limited Liability Company is: 8835 S.W. 107TH AVENUE SUITE 373 MIAMI, FL. 33176

The mailing address of the Limited Liability Company is: 8835 S.W. 107TH AVENUE SUITE 373 MIAMI, FL. US 33176

## Article III

Other provisions, if any: ANY AND ALL LAWFUL BUSINESS.

## Article IV

The name and Florida street address of the registered agent is:

BISMARCK CANUT 8835 S.W. 107TH AVENUE SUITE 373 MIAMI, FL. 33176

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: BISMARCK CANUT

## Article V

The name and address of person(s) authorized to manage LLC:

Title: MGR LANSIGHT CONSULTING, INC. 6821 S.W. 147TH AVENUE, SUITE 4C MIAMI, FL. 33193 US

Title: MGR GOMEZ TECHNOLOGY SOLUTIONS, LLC 6800 S.W. 40TH STREET, SUITE 226 MIAMI, FL. 33155 US

## Article VI

The effective date for this Limited Liability Company shall be:

01/01/2018

Signature of member or an authorized representative

Electronic Signature: BISMARCK CANUT

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

L17000233526 FILED 8:00 AM November 10, 2017 Sec. Of State ccave

## Electronic Articles of Organization For Florida Limited Liability Company

L06000116023 FILED 8:00 AM December 05, 2006 Sec. Of State mthomas

## Article I

The name of the Limited Liability Company is: GOMEZ TECHNOLOGY SOLUTIONS, LLC

## Article II

The street address of the principal office of the Limited Liability Company is: 3000 CORAL WAY 613 MIAMI, FL. US 33145

The mailing address of the Limited Liability Company is: 3000 CORAL WAY 613 MIAMI, FL. US 33145

## Article III

The purpose for which this Limited Liability Company is organized is: ANY AND ALL LAWFUL BUSINESS.

## Article IV

The name and Florida street address of the registered agent is:

ANTONIO GOMEZ 3000 CORAL WAY 613 MIAMI, FL. 33145

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: ANTONIO GOMEZ

## Article V

The name and address of managing members/managers are:

Title: MGR ANTONIO GOMEZ 3000 CORAL WAY #613 MIAMI, FL. 33145 US

## Article VI

The effective date for this Limited Liability Company shall be:

01/01/2007

Signature of member or an authorized representative of a member Signature: ANTONIO GOMEZ

L06000116023 FILED 8:00 AM December 05, 2006 Sec. Of State mthomas

#### 2018 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

#### DOCUMENT# L06000116023

Entity Name: GOMEZ TECHNOLOGY SOLUTIONS, LLC

#### Current Principal Place of Business:

6800 SW 40TH STREET #226 MIAMI, FL 33155

#### **Current Mailing Address:**

6800 SW 40TH STREET #226 MIAMI, FL 33155 US

#### FEI Number: 20-5992781

#### Name and Address of Current Registered Agent:

GOMEZ, ANTONIO 6800 SW 40TH STREET #226 MIAMI, FL 33155 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

#### SIGNATURE:

Electronic Signature of Registered Agent

#### Authorized Person(s) Detail :

TitleMGRNameGOMEZ, ANTONIOAddress3000 CORAL WAY #613City-State-Zip:MIAMI FL 33145

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ANTONIO GOMEZ

MGR

03/01/2018 Date

Electronic Signature of Signing Authorized Person(s) Detail

FILED Mar 01, 2018 Secretary of State CC9526105647

Certificate of Status Desired: No

Date

## Electronic Articles of Incorporation For

P02000088463 FILED August 15, 2002 Sec. Of State

LANSIGHT CONSULTING INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

## Article I

The name of the corporation is: LANSIGHT CONSULTING INC.

## **Article II**

The principal place of business address:

11031 SW 138 AVE MIAMI, FL. 33186

The mailing address of the corporation is:

11031 SW 138 AVE MIAMI, FL. 33186

## Article III

The purpose for which this corporation is organized is:

A CORPORATION FOR THE PURPOSE OF PROVIDING NETWORK CONSULTING SERVICES; INCLUDING BUT NOT LIMITED TO, COMPUTER REPAIR, DIAGNOSTIC, TROUBLESHOOTING, MAINTENANCE, SECURITY, AND HARDWARE FOR COMPUTER NETWORKS.

## Article IV

The number of shares the corporation is authorized to issue is: 100

## Article V

The name and Florida street address of the registered agent is:

BISMARCK CANUT 11031 SW 138 AVE MIAMI, FL. 33186

#### 2018 FLORIDA PROFIT CORPORATION ANNUAL REPORT

#### DOCUMENT# P02000088463

Entity Name: LANSIGHT CONSULTING INC.

#### Current Principal Place of Business:

6821 SW 147 AVE SUITE 4C MIAMI, FL 33193

#### **Current Mailing Address:**

6821 SW 147 AVE SUITE 4C MIAMI, FL 33193

#### FEI Number: 33-1018097

#### Name and Address of Current Registered Agent:

CANUT, BISMARCK 6821 SW 147 AVE SUITE 4C MIAMI, FL 33193 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

#### SIGNATURE:

Electronic Signature of Registered Agent

#### **Officer/Director Detail :**

TitlePNameCANUT, BISMARCKAddress6821 SW 147 AVE, APT. 4CCity-State-Zip:MIAMI FL 33193

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

PRESIDENT

SIGNATURE: BISMARCK CANUT

Electronic Signature of Signing Officer/Director Detail

### FILED Apr 11, 2018 Secretary of State CC6982638174

Certificate of Status Desired: No

Date

04/11/2018

Date

00018 01/12/18



## **Certificate of Registration**

DR-11 R. 10/17

#### Issued Pursuant to Chapter 212, Florida Statutes

23-8017405952-0

01/10/18

Certificate Number

Registration Effective Date

This certifies that

LANSIGHT TECHNOLOGY, LLC 299 ALHAMBRA CIR STE 319 CORAL GABLES FL 33134-5113

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

This is your Sales & Use Tax Certificate of Registration. Detach and Post in a Conspicuous Place.  $\hat{\mathcal{Y}}$ 

Notify the Department immediately if you change your:

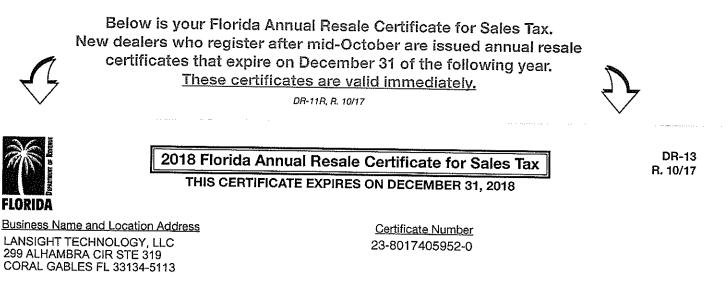
- business name;
- mailing address;
- · location address within the same county; or
- close or sell your business.

You can also notify the Department when you temporarily suspend or resume your business operations. The quickest way to notify the Department is by visiting:

floridarevenue.com/taxes/updateaccount.

Submit a new registration (online or paper) when you:

- move your business location from one Florida county to another;
- add another location;
- purchase or acquire an existing business; or
- change the form of ownership of your business.



By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.

- Re-rental as commercial real property.
- Incorporation into tangible personal property being
  - repaired.
    Re-rental as transient rental property.

 Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a Florida Annual Resale Certificate.



- 4. Qualification of IT Services Team
  - a. Form KS, Proposers Team and Key Staff (see following page for attachment)
  - b. Resume of the Network Administrator (see following page for attachment)
  - c. Two Reference Letters for Network Administrator (see following pages for attachments)
  - d. Resume's for each person specified in Form KS (see following pages for attachments)
  - e. Table of Organization (see following page for attachment)

Form KS



1. Proposer shall complete the following chart with its proposed Key Staff. If additional space is required, use a duplicate page and attach to this form.

Page 1 of 3

Form KS

Form KS



	Years in this Role						
Subcontractors (if applicable)	Years with Firm						
	Years of Experience						
	Licenses/Certifications						
	Area of Expertise						
	Name of Firm						
	Role						
	Name						

Form KS

Page 2 of 3

Form KS MIAMING Beautifully Growing Beautifully
<ol> <li>In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town.</li> <li>Lansight Staff not listed above:</li> </ol>
Bismarck Canut, Managing Partner, 20 years of experience
Danny Lorente, Service Manager, 10 years of experience
Amri Hernandez, Service Desk Supervisor, 9 years of experience
Orlando Rodriguez, Network Administrator, 9 years of experience
Ruben Rodriguez, Network Technician, 8 years of experience
<ol> <li>As an attachment to this Form, Proposer must provide one-page resumés for each individual listed under item #1 above. Proposer must also include any relevant copies of licenses/certifications each individual possesses.</li> </ol>
By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.
By: 8/22/2018 Signature of Authorized Officer Date Date
Printed Name

Form KS

Form KS

## TONY GOMEZ

6551 SW 53 Terr • Miami, Florida 33145 • Phone 305-992-0337 • Email: tony@lansight.com

#### EXPERIENCE

Lansight Technology, LLC (formerly Gomez Technology Solutions, LLC) Miami, FL 2007 - Present Managing Partner

- Currently operating an Information Technology Consulting Firm Catering to Small and Medium Sized Businesses in the South Florida Region.
- Manage the implementation and continuous management of the following services for Lansight clients:
  - Network design, administration, and security.
  - Email systems administration and maintenance.
  - o Database administration.
  - o Backup and business continuity.
  - Desktop and end-user support.
  - o Remote network access.
  - o Data, voice and wireless systems maintenance and administration.

#### Shula's Steak Houses, LLLP, Miami Lakes, FL

Director of Technology

- Responsible for all technology processes and systems at Shula's Steak Houses, LLLP (SSH)
- Responsible for managing workload, project distribution and project execution of SSH IT staff and technology related consultants contracted by SSH
- Manage and maintain SSH Corporate Office Windows 2003 LAN. The SSH Network consist of: 6 servers, a domain controller, file and printer server also running Symantec Enterprise AntiVirus Software, a Checkpoint Firewall Server protecting the network and managing VPN access for SSH employees, a Lotus Domino Email, Blackberry Enterprise and Application Server, a Lotus Domino Web Server hosting the restaurant personnel web portal, an IIS Web Server hosting a financial web application, QuickBooks Enterprise and Microsoft SQL Server, a server dedicated to backing up network data utilizing Veritas backup software and running MailMarshal SPAM Filter, network also included a wireless AP, an FTP Server, network resource monitoring software, approximately two dozen corporate user desktops and laptops and a dozen Blackberry devices
- Designed, developed and implemented a financial web application used by SSH's 26+ restaurant locations to report daily financial information. Subsequently, this financial data was used to generate 20+ business intelligence reports available to SSH's management, accounting and operations teams. The application was built utilizing C#, ASP.NET, JavaScript, HTML, SQL Stored Procedures and Microsoft SQL Server.
- Responsible for maximizing the web as a business development tool
- Responsible for maintaining DonShula.com, which included maintaining a dynamic news room, streaming video interface, loyalty club section complete with sports related contest and an online store used to sell restaurant gift cards and Shula's memorabilia
- Oversaw the successful design, development and launch of DonShula.com to leverage new web technologies such as Flash and Streaming Video to align with SSH's web marketing goals
- Designed and developed a project plan for the re-launch of ShulaSteaksToGo.com to leverage SEO, online advertising and an affiliate program to sell Shula Steaks online
- Oversaw the re-design and development of TeamShula.com which is a web portal implemented to provide restaurant personnel with standard operating procedures, recipes, marketing resources and other pertinent SSH resources
- Create and manage Technology Department annual budget
- · Perform search for new technology tools and processes and identify if and how they could benefit SSH
- Maintain all Technology Department documentation. Including network diagram, hardware inventory and support records

#### EDUCATION

2003 - 2006



## Foundation for Human Rights in Cuba

1312 SW 27<sup>th</sup> Avenue, 3<sup>rd</sup> Floor Miami, FL 33145 Phone: 305-390-2786 Fax: 305-428-2798 E-Mail: info@fhrcuba.org Web: www.fhrcuba.org

8/23/2018

To the Town of Miami Lakes,

It's my pleasure to provide this letter of recommendation for Tony Gomez. As a Director of both The Foundation for Human Rights in Cuba (FHRC) and the Cuban American National Foundation (CANF) I've worked closely with him over the past ten years on numerous IT related projects. Tony has been excellent at managing the computer networks for both organizations as well as serving as our technical subject matter expert on several projects. On a personal level, he's is a consciences person of the utmost integrity.

Tony brings great value to FHRC as well as CANF. Both foundations are Non-Governmental Organizations (NGOs) and Tony understands the stringent security, procurement and auditing requirements for both. Not only does he and his team provide stellar service and maintenance, but his contribution on technical aspects of broader projects is very valuable. Tony has a very strong grasp of technology.

Furthermore, Tony has proven himself to be a strong cultural fit. He's always ready to lend a helping hand and contributes in any way possible. On multiple occasions he has generously contributed of his free time and was named an Associate Director of CANF.

In closing, I'd like to restate my strong support for Tony. Please feel free to contact me at (305) 522-0855 or tony@costafarms.com with any other questions. Thank you for your time.

Sincerely,

**Tony Cost** 

President, FHRC

August 23, 2018

To whom it may concern:

In 2003, Tony was hired as our IT Director for Shula's.

What an excellent decision that was!

Tony is smart, does what he says, and puts his clients first.

After Shula's, I hired Tony and his company to run our IT for DY Ranches, and we have been working together ever since.

One of the things I admire most about Tony, besides his knowledge, is his focus on the security dynamic of IT.

I highly recommend Tony to help you with your IT needs.

For more information, you may reach me at (305) 409-5999.

David Younts

President DY Ranches, Inc.

## **Donald Piquion**

#### 954-274-0557

#### donaldpiquion@outlook.com

#### https://www.linkedin.com/in/donald-piquion-4a089ba3

#### SUMMARY

More than 10 years of experience in several key technical area, including management information systems, network and systems administration, project management, and procurement.

#### **CERTIFICATIONS AND SKILLS**

#### Certifications

- Cisco Certified Network Associate (CCNA Routing & Switching), 2016
- Sophos Certified Engineer, 2016
- CompTIA Network+ Certification, 2015
- CompTIA A+ Certification, 2014

#### Hardware & Software Skills

- Platforms: Windows Server 2012/2008/2003; Windows 10/8/7/Vista/XP
- Hardware: Websense Web Security, Barracuda Email and Spam Filter, Symantec Endpoint Protection, Sophos Cloud Protection, Cisco routers and switches, Dell PowerEdge servers, QNAP and Netgear NAS.

#### EXPERIENCE

#### Network Administrator

Lansight Technology, LLC (formerly Gomez Technology Solutions, LLC.)

- Manage technology operations for approximately 100 workstations, Microsoft servers, and networking equipment for the Town of Miami Lakes and its 4 remote locations.
- Responsible for the acquisition Town-wide and department specific application systems and hardware (workstations, laptops, network appliances, etc.).
- Under the general direction of the Assistant Town Manager and the Director of Information Technology, perform highly responsible technical and administrative work in implementing and managing projects and helpdesk operations.

#### System Administrator

Lehman Auto World

- Served as Director of Information Technology from January 2014 to August 2014.
- Primary technical contact for outside vendors with regards to quotes, bidding and contracts. Provided technical to the Vice President of the company.
- Administered over all network and computer infrastructure, as well as being the key contact for the hosted management systems and leased technical equipment.

#### Senior Voice and Data Technician

MNR Communications

- Responsible for voice and data communication for a large number of automobile dealerships throughout the southeast Florida region.
- Mastered the ability to work independently and supervise junior technicians

#### EDUCATION

#### Florida International University

Miami, FL

Bachelor of Science – Electrical & Electronics Engineering

Dec 2014 - Present

Jun 2006 - Aug 2014

2003 - Jun 2006

2000

## **Skills Summary**

Software	Server Infrastructure – Windows Server (Enterprise, AD, Cluster), Exchange Server (cluster), SQL Server, Oracle DB, Sharepoint, IIS, RDS, Symantec Backup & Ghost, Endpoint security systems (Symantec, McAfee, Trend Micro, Sophos, Kaspersky), VMware ESXi, Hyper-V, VEEAM, StorageCraft, DICOM, PACS Desktop/Mobile – Windows Pro, Mac, Android, IOS					
	Business Applications – Office 365, Google G-suite, Adobe Creative Suite, Crystal Reports, Primavera, Bid2Win, Accpac, Quickbooks					
Hardware	Server/Desktop - Dell, HP, IBM, Lenovo, Toshiba, Mac Enterprise SAN/NAS – EMC, HP, Netgear, QNAP, Synology Network Infrastructure, Routers, Switches, VPN, WiFi – Cisco, Broadcom, Meraki, Sophos, Checkpoint, Sonicwall, Watchguard, Fortinet, 3Com, Dlink, Netgear PBX/VOIP – Nortel ICS, Cisco UC, Avaya, Ipitomy, 3Com VOIP, SIP CCTV infrastructure – IP, Onvif, AHD, TVI, Pelco, Axis					

## Professional Experience Lansight Technology, LLC (formerly Gomez Technology Solutions, LLC) Systems Engineer & Administrator

Planning and technical implementation & support of business solutions for customers in different industries including construction, wholesale, retail, medical, and professional services.

- Hosted email/apps migration and implementation (Office 365, Google G-suite)
- Installation and management of Windows, SQL, Exchange, Oracle
- Onsite and Remote Network support
- Windows desktop migration, Mac, tablets
- Implementation of local and cloud Backup and Disaster Recovery Solutions

# Atlas Traffic Management Systems, LLC – Ft. Lauderdale IT Director

2007 - 2010

2011 - Present

This role was responsible for the overall strategy and architecture of a \$100M construction company's IT infrastructure. Direct management of technology assets and implementation projects

- Led team which successfully implemented ERP accounting application on schedule and under budget, reducing projected time of 12 months to 6.
- Consolidated all telecommunication services reducing costs by 20%
- Successfully migrated network and email systems to virtual infrastructure without data loss or down time. Implemented SQL and Exchange cluster servers.

### Education

A.S. Accounting Technology, Miami Dade Community College (2000)

A.A. Miami Dade Community College (2001)

B.S. Business Administration, Nova University, Broward College (currently) Small Business Executive Program, FSU/JM Institute (2018)

### **Technical training & Certifications**

#### Microsoft Partner

Microsoft Certified Professional – Enterprise, Server, Workstation CompTIA A+ Certified Technician, currently preparing for Network+ Microsoft certified training for Server Infrastructure, Windows 2003, 2008 Checkpoint training for Enterprise Nokia-Checkpoint NG Firewall Appliances Dell certified training for Enterprise Dell/EMC Clarion F4700 Cisco CCNA Boot Camp Training

## **ARIEL VIZCAINO**

17350 NW 67th AVE APT #109, Hialeah FL, 33015 | a.vizcaino07@gmail.com | (786) 590-8792

#### **SKILLS & ABILITIES**

- Basic Computer Troubleshooting
- Basic Printer Troubleshooting
- Basic Network Troubleshooting
- Microsoft Office Word, PowerPoint, Outlook, and Excel
- Bilingual in English and Spanish

EXPERIENCE FIU DIGITAL LIBRARY ASSISTANT FIU DIGITAL COLLECTIONS SEPTEMBER 2015 - MAY 2017

- Dealt with managing online library collection in office environment •
- Work based on completing projects by due dates

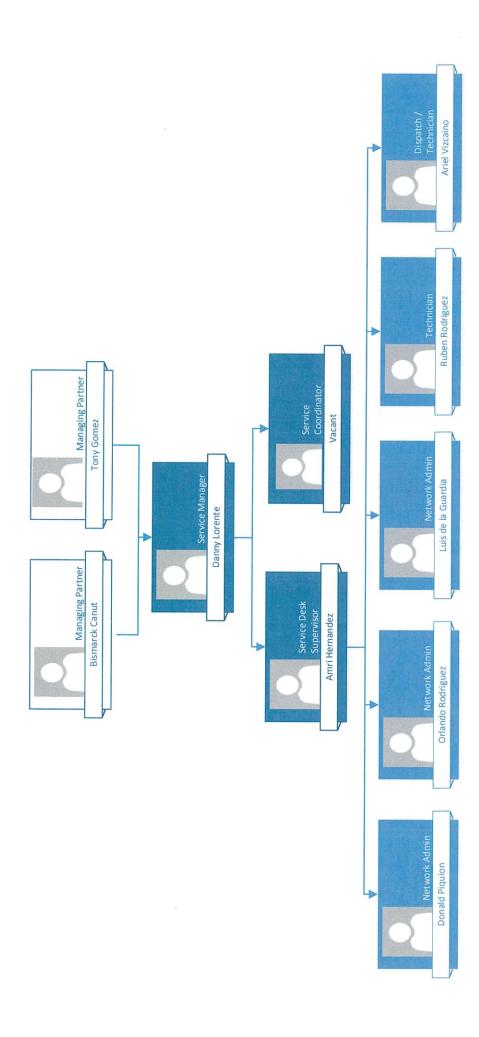
TECHNICAL DISPATCHER LANSIGHT TECHNOLOGY (FORMERLY GOMEZ **TECHNOLOGY**)

JULY 2017 - PRESENT

- Received calls from clients about technical issues and assigned to techs as necessary
- Assisted in managing Calendar for Technicians to rely on
- Remoted in to Client's computers to assist with Basic I.T. support
- EDUCATION FLORIDA INTERNATIONAL UNIVERSITY, MIAMI, FL. BACHELOR COMPUTER SCIENCE DEGREE
  - Graduates in 2019
- REFERENCES **JAMIE ROGERS**, ASSISTANT DIRECTOR OF DIGITAL COLLECTIONS FIU DIGITAL COLLECTIONS CENTER
  - (305) 348-6932
  - rogersj@fiu.edu

TONY GOMEZ, CHIEF OPERATING OFFICER Lansight Technology

- (305) 992-0337
- tony@lansight.com





- 5. Methodology and Approach to Providing Services
  - a. Understanding of IT Industry

The key trends in the current IT industry revolve around big data, mobile and the Internet of Things (IoT). The previous trends geared towards cloud computing and virtualization are now mature technologies and can be incorporated reliably with proven vendors and standards.

IoT and mobile devices are bringing more and more nodes online and subsequently more data is being generated by those connected devices. Managing large quantities of data and creating technologies that can identify, extract and leverage key data are central to the evolution of modern IT.

Future IT trends, especially for municipalities, center around cybersecurity, privacy and automation. While IoT and mobile are essential modern IT components, they do represent a significant cybersecurity risk. Security protocols and standards will need to keep pace and should be considered high priority features when evaluating technologies.

Modern technology also presents a host of regulatory challenges in the forms of open data, transparency and privacy. The European Union is leading the way in legislating data protection and privacy with the General Data Protection Regulation (GDPR) and other Governments and multi-national corporations are quickly following suit.

Finally, new technologies, like Artificial Intelligence (AI) and robotic process automation are in their infancy, but quickly beginning to play a role in many aspects of modern IT; including customer/citizen service, bid data and cybersecurity. It is reasonable to expect substantive advances in these areas in the medium term.



#### b. Methodology

Lansight will allocate four fixed resources to service Town of Miami Lakes (TOML). All four resources will have a regular onsite presence at Town Hall and the remainder of Lansight staff will serve as backup and augmentation staff.

Tony Gomez – Managing Partner Donald Piquion – Network Administrator Luis de la Guardia – Network Administrator Ariel Vizcaino - Technician

Lansight personnel will man the on-premise helpdesk at Town Hall during regular business hours allowing for efficient response times on service requests. Network Administration responsibilities will be divided amongst three Network Administrators per their areas of expertise.

A technician will be assigned for backup audio/visual (A/V) coverage. The backup A/V technician chosen, resides within 2 miles of Town Hall and was selected because his proximity allows for short notice and/or emergency requests for A/V coverage.

The remaining Lansight staff members will be accessible to TOML as additional backups to the four dedicated resources as well as to augment skill sets in cases where specific subject matter needs warrant their individual expertise or when additional manpower is required.

Lansight will leveraging modern automated and remote management technologies to allow for efficient monitoring, management and patching of TOML's information technology infrastructure. Our systems will also allow for request management and prioritization via professional service automation. However, the use of these tools will not come at the expense of onsite and on-premise support. In person support is critical to our support methodology.



## LANSIGHT CONSULTING, INC.

## c. Staffing Plan

Position Title	Staff Name	General Responsibilities
Network Administrator	Tony Gomez	<ul> <li>Director of IT Services</li> <li>Project Management</li> <li>Technical Research</li> <li>Quality Assurance</li> <li>Backup, Disaster Recover &amp; Business Continuity</li> <li>Tier 2 Network Administration</li> </ul>
Network Admin / Service Desk Technician	Donald Piquion	<ul> <li>Tier 1 Desktop Support</li> <li>Tier 1 Network Administration</li> <li>Audio / Visual Coverage</li> <li>Sophos Security – End Point</li> <li>MUNIS Support</li> <li>Physical Infrastructure</li> <li>Telephony</li> <li>Procurement Support</li> <li>Email Management</li> <li>Public Records Requests</li> <li>Park Networks</li> </ul>
Network Administrator	Luis de la Guardia	<ul> <li>Tier 2 Desktop Support</li> <li>Tier 2 Network Administration</li> <li>TRAKiT Support</li> <li>Laserfiche Support</li> <li>Sophos Security – Network</li> <li>Network Services</li> <li>Virtual Infrastructure</li> </ul>
Service Desk Technician	Ariel Vizcaino	<ul> <li>Tier 1 Desktop Support</li> <li>Audio / Visual Coverage</li> </ul>



- 6. Financial Stability of Proposer (in a separate envelope marked "Confidential")
  - a. Financial Statement
  - b. Dun & Bradstreet Report (not available)
  - c. Letter from Insurance Company
- 7. Forms
  - a. Form AK Anti-Kickback Affidavit (see following page for attachment)
  - b. Form PEC Public Entity Crime Affidavit (see following page for attachment)
  - c. Form NCA Non-Collusive Affidavit (see following page for attachment)
  - d. Form COI Conflict of Interest Affidavit (see following page for attachment)
  - e. Form PR Public Relations Affidavit (see following page for attachment)
  - f. Form PRA Public Records Affidavit (see following page for attachment)
  - g. Form LPA Limitation on Political Activity Affidavit (see following page for attachment)
  - h. Form CE Contract Execution Form (see following page for attachment)



### ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: RFP 2018-35

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

Addendum No.	Dated 8/3/18
Addendum No. 2	Dated 8/8/18
Addendum No. 3,	Dated 8/9/18
Addendum No. 4,	Dated 8/13/18
Addendum No,	Dated

 $\hfill\square$  No Addendum issued for this Solicitation

Firm's Name: Lansight Technology, LLC

Authorized Representative's Name: T	ny Gomez
Title: Managing Partner	
Authorized Signature:	

### CERTIFICATE OF AUTHORITY (IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the	e Board of Directors of
Lansight Technology LLC	and existing under the laws of the
State of <u>Florida</u> , held on the 23 day of <u>August</u> 18	a resolution was duly passed and
adopted authorizing (Name) Tony Gomez as (Title)	Managing Dire <sub>of the</sub>
corporation to execute bids on behalf of the corporation and providing that l	his/her execution thereof, attested
by the secretary of the corporation, shall be the official act and deed of the	corporation. I further certify
that said resolution remains in full force and effect.	
IN WITNESS WHEREOF, I have hereunto set my hand this $\frac{23}{23}$ , day	of August 20 18
Secretary: Print:	ony Gomez
	•
CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)	
I HEREBY CERTIFY that at a meeting of the	e Board of Directors of
, a partnership organized	and existing under the laws of the
State of, held on theday of, a resolu	ution 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, attest	ed by a partner, shall be the official
act and deed of the partnership.	
I further certify that said partnership agreement remains in full force and ef	fect.
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 Applicabl	e) 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 <u>Elanda</u>) COUNTY OF <u>Miami-Dack</u>) SS

) SS:

y of	day	23	this	me	before	acknowledged	was	instrument	foregoing	The
nown	ly kr	personal	no is p	_, wł		6 Comiz	toni	by An	, 20_[	Accust
did	10 tè	i and wh	cation	entifi	as id	er License				11

/ 🗆 did not) take an oath.

SIGNATURE OF NOTARY PUBLIC STATE OF FLORIDA

aubriel arbelo

PRINTED, STAMPED OR TYPED NAME OF NOTARY PUBLIC



GABRIEL A CURBELO Commission # GG 171207 Expires December 27, 2021 Bended Thru Budget Notary Services 2

### ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA	}	
	}	SS:
COUNTY OF MIAMI-DADE	}	

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Title: Managing Partner

BEFORE ME, the undersigned authority, personally appeared <u>Antonia Game</u> 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 <u>Antonia Game</u> executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 21 day of 4My Commission Expires: 12/27/2021

Notary Public State of Florida at Large



GABRIEL A CURBELO Commission # GG 171207 Expires December 27, 2021 Bonded Thru Budget Notary Services

### 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 Tony Gomez, Managing Partner

[print individual's name and title]

for Lansight Technology LLC

[print name of entity submitting sworn statement]

whose business address is

299 Alhambra Circle, Suite 319

Coral Gables, FL 33134

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-3543217

(If the entity has no FEIN, include the Social Security Number of the individual

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

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

 $\checkmark$  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 <u>THAT</u> I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared <u>Apply of CMU2</u> 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 <u>Apply for COMP</u> executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this <u>21</u> day of <u>Augest</u>, <u>200</u>.

My Commission Expires: (2/27(202)

Notary Public State of Florida at Large



GABRIEL A CURBELO Commission # GG 171207 Expires December 27, 2021 Bonded Thru Budget Notary Services

Form PEC

#### **NON-COLLUSIVE AFFIDAVIT**

State of Florida County of Miam Tony Gomez

\_ being first duly sworn, deposes and says that:

a) He/she is the Managing Partner, (Owner, Partner, Officer, Representative or Agent) of Lansight Technology LLC , the Bidder that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e)Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Tony Gomez (Printed Name) Managing Partner (Title)

BEFORE ME, the undersigned authority, personally appeared <u>Anthra</u> (<u>scan</u>) 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 <u>Anthra</u> executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 22 day of August

My Commission Expires: (2/27/202)

Notary Public State of Florida at Large



GABRIEL A CURBELO Commission # GG 171207 Expires December 27, 2021 Bonded Thru Budget Notary Services

### **CONFLICT OF INTEREST AFFIDAVIT**

 $\frac{\text{State of } Florida}{\text{County of } Miami C}$ 

Tony Gomez being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Lansight Technology LLC \_\_\_\_\_, the Proposer that has submitted the attached Proposal and certifies the following:

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

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

Signed, sealed and delivered in the presence of:

Witness Kog MRHoelzed	Ву:
SAND	Tony Øomez
Witness Scarlett Rig	(Printed Name)
	Managing Partner
	(Title)

BEFORE ME, the undersigned authority, personally appeared <u>Antraic</u> (<u>antrain</u> 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 <u>Antrain (antrain)</u> executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 12 day of Acgest My Commission Expires: 1212112011

Oll

Notary Public State of Florida at Large



GABRIEL A CURBELO Commission # GG 171207 Expires December 27, 2021 Bonded Thru Budget Notary Services

Form COI



### PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Lansight Technology LLC

Solicitation No.: 2018-35

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

Proposer shall disclose to the Town:

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

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

b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship
Â		8/23/2018
Authorized Signat	ure	Date:
Tony Gomez		Managing Partner
Print Name		Title:

# COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, 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;
  - 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: Lansight Technology LLC	<i>;</i>	
Authorized representative (print): Tony Gomez		
Authorized representative (signature):		Date: 8/23/2018

candidates for an elected office in the Town.

 Circulate nominating or recall petitions for any candidate seeking or currently holding an elected office in the Town.

 Advocate to have any individual appointed to or removed from any Town Committee

Further, Proposer(s) recognizes that with respect to this solicitation, if any Proposer(s) violates or is a party to a violation of any of the requirements of this Affidavit that its contract with the Town may be terminated for default and that the Proposer(s) may be further disqualified from submitting any future bids or proposals for services to the Town. The terms "Proposer" as used herein, include any person or entity making a Proposal herein to the Town to provide services to Town.

Where the Proposer is comprised of a Team as defined in the RFP the Affidavit must be submitted for each company comprising the Team.

Signed, sealed and delivered in the presence	e of:
Witness Ker & KHoepel	Ву:
A The for the	Tony Gomez
Witness Scanlt Rive	(Printed Name)
	Managing Partner
	(Title)

BEFORE ME, the undersigned authority, personally appeared <u>Menio Comot</u> 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 <u>ANCMID Comes</u> executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 23 day of Augeo

My Commission Expires: 2/27/402

Notary Public State of Florida at Large

GABRIEL A CURBELO Commission # GG 171207 Expires December 27, 2021 Bonded Thru Budget Notary Services

Form LPA

### **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.
- 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.

Lansight Technology LLC

Company Name:

Authorized Signature:

Tony Gomez, Managing Partner

Printed Name and Title

8/23/2018

Date



# Town of Miami Lakes Memorandum

To:Honorable Mayor and Members of the Town CouncilFrom:Alex Rey, Town ManagerSubject:Standing Metal Seam RoofingDate:10/2/2018

### **Recommendation:**

Staff recommends approval of the ordinance amending Section 13-1608 as it relates to permitting standing metal seam roofing for single-family and two-family buildings.

### **Background:**

On July 17, 2018, Town Council of the Town of Miami Lakes directed the Town Manager to amend the Land Development Code to permit standing metal seam roofs for single-family and two-family buildings. The request was made in light of the many roofs within the Town that are still tarped and awaiting repair from last year's Hurricane Irma. It is generally agreed that standing metal seam roofing is more resilient than flat or barrel tile roof materials. The ordinance amends Section 13-1608 which relates exclusively to roofing materials within single-family and two-family buildings. Section 13-1608 currently limits the roofing material to flat or barrel tile. Similar material limitations are not imposed upon the industrial and commercial districts.

The following is a brief description of the proposed changes.

13-1608(a) – New residential development. This subsection permits standing metal seam roofing for new single-family and two-family construction.

13-1608(b) – Existing single-family and two-family buildings. The provision permits existing homes to replace its roofing with standing metal seam roofing.

On September 19, 2018, the Planning and Zoning Board, acting in their capacity as the Local Planning Agency, heard the item and recommended approval, but express concerns regarding the possible lack of aesthetic appeal of standing metal seam roofs.

### **ATTACHMENTS:**

Description Ordinance Staff Report Exhibit Sept 19 2018 LPA Materials ORDINANCE NO. 18-

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO PERMITTED ROOFING TYPES FOR SINGLE-FAMILY AND TWO-FAMILY BUILDINGS; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE VI, "SUPPLEMENTARY REGULATIONS", AT SECTION 13-1608, RENAMING IT "SINGLE-FAMILY AND TWO-FAMILY ROOF REGULATIONS," AND PERMITING STANDING METAL SEAM ROOFING; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Manny Cid)

WHEREAS, section 13-1608 of the Town's Land Development Code provides for permitted roofing types in residential single-family and two-family districts; and

**WHEREAS,** the region in which Miami Lakes is located is prone to storm events that have the potential to cause roof damage to the single-family and two-family buildings, as it particularly evidenced by the continued presence of blue (tarped) roofs throughout the Town due to damage caused by Hurricane Irma; and

WHEREAS, metal standing seamed roofing is considered by the construction industry a more resilient roofing material capable of withstanding damage from hurricane force winds when compared to other roofing options; and

WHEREAS, on July 17, 2018, the Town Council of the Town of Miami Lakes directed the Town Manager to amend the Land Development Code to permit metal seam roofs for single-family and two-family buildings; and

Ordinance No 18 - \_\_\_\_\_ Page **2** of **5** 

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

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

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

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

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

Section 2. <u>Amendment.</u> Section 13-1608, of the Town's Land Development Code is hereby amended as provided at Exhibit A:

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

<u>Section 4</u>. <u>Severability</u>. 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. <u>Section 5</u>. <u>Inclusion in the Town Code</u>. 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.

<u>Section 6</u>. <u>Effective Date</u>. 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:

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

Passed on first reading this \_\_\_\_\_ day of October, 2018.

# [THIS SPACE INTENTIALLY LEFT BLANK]

# **SECOND READING**

The foregoing ordinance was offered by Councilmember			who	moved
its adoption on second reading. The motion	n was second	ed by Councilmember		
and upon being put to a vote, the vote was	as follows:			
Mayor Manny Cid				
Vice Mayor Frank Mingo				
Councilmember Tim Daubert				
Councilmember Luis Collazo				
Councilmember Ceasar Mestre				
Councilmember Nelson Rodriguez				
Councilmember Marilyn Ruano				
Passed and adopted on second read	ing this	day of		_, 2018.
		Manny Cid MAYOR		
Attest:				

Gina Inguanzo TOWN CLERK

Approved as to form and legal sufficiency:

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

# EXHIBIT A

# ORDINANCE

Chapter 13 - LAND DEVELOPMENT CODE

\* \* \*

ARTICLE VI. - SUPPLEMENTARY REGULATIONS

\* \* \*

DIVISION 1. - GENERALLY

\* \* \*

Sec. 13-1608. - Development-Single-family and two-family roof regulations.

- (a) All new single-family or two-family roofs with a pitch equal to or greater than two and one-half inches rise per one (1) foot run shall be constructed of <u>standing metal seam</u>, or of barrel tile or flat tile, or shall be constructed of another material which simulates barrel tile or flat tile. Other roofing materials may only be approved through the variance process.
- (b) All single-family or two-family roof materials may be replaced or repaired with similar types of roofing material as those materials being replaced or repaired or <u>may be</u> <u>constructed of standing metal seam roof</u>, or be constructed of barrel tile, flat tile or another material which simulates barrel tile or flat tile.



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

Staff Analysis and Recommendation

To: Honorable Mayor and Members of the Town Council

From: Alex Rey, Town Manager

Subject: Standing Metal Seam Roofing

Date: October 2, 2018

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO PERMITTED ROOFING TYPES FOR SINGLE-FAMILY AND TWO-FAMILY BUILDINGS; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE VI, "SUPPLEMENTARY REGULATIONS", AT SECTION 13-1608, RENAMING IT "SINGLE-FAMILY AND TWO-FAMILY ROOF REGULATIONS," AND PERMITTING STANDING METAL SEAM ROOFING; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Manny Cid)

# A. BACKGROUND

On July 17, 2018, Town Council of the Town of Miami Lakes directed the Town Manager to amend the Land Development Code to permit standing metal seam roofs for single-family and two-family buildings. The request was made in light of the many roofs within the Town that are still tarped and awaiting repair from last year's Hurricane Irma. It is generally agreed that standing metal seam roofing is more resilient than flat or barrel tile roof materials. The ordinance amends Section 13-1608 which relates exclusively to roofing materials within single-family and two-family buildings. Section 13-1608 currently limits the roofing material to flat or barrel tile. Similar material limitations are not imposed upon the industrial and commercial districts.

# **B. PROPOSED CHANGES**

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

13-1608(a) – New residential development. This subsection permits standing metal seam roofing for new single-family and two-family construction.

*13-1608(b)* – *Existing single-family and two-family buildings*. The provision permits existing homes to replace its roofing with standing metal seam roofing.

# C. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending Section 13-1608 as it relates to permitting standing metal seam roofing for single-family and two-family buildings.

# D. 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:* The Comprehensive Development Master plan does not address roofing. The proposed ordinance has no impact on concurrency management.

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 offers a roofing system to single-family and two-family homes that is more resilient than barrel or flat tile construction. The ordinance does not conflict with any other portions of the Code.

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, and Criteria "2", of this report. Generally, when a variance approval for the same subject becomes reoccurring, it becomes incumbent upon the policy makers to redress the Code and consider whether a change is appropriate. In addition to its resiliency qualities, the Planning and Zoning Board has granted three (3) variances in the last ten (10) years permitting a standing metal seam roof.

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, and criteria "2" and "3" 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 proposed ordinance does not impact the above systems.

Finding: Complies.

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

*Analysis:* See Sections "A", Background; and "B", Proposed Changes, and criteria "2" and "3" of this report. Metal standing seam roofing is generally more expensive than traditional barrel or flat tile. It is also more resilient to storm events that may be experienced in South Florida. These factors contribute to the roofing style's value. That in turn lends value to the rest of the community.

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 2, 3, and 7, 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 2, 3, 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.

# Metal Roof Systems in High-Wind Regions



# **HURRICANE IKE RECOVERY ADVISORY**

**Purpose:** To recommend practices for designing and installing metal roof systems that will enhance wind resistance in high-wind regions (i.e., greater than 90-miles per hour [mph] gust design wind speed). This Advisory is applicable to residential and commercial/industrial buildings and critical facilities.

# **Metal Roofing Options**

A variety of metal panel systems (including composite foam panels) are available for low-slope (i.e., 3:12 or less) and steep-slope (i.e., greater than 3:12) roofs. Metal shingles are also available for steep-slope roofs. Common metal roofing options are:

### Standing-Seam Hydrostatic (i.e., water-barrier)

**Systems:** These panel systems are designed to resist water infiltration under hydrostatic pressure. They have standing seams, which raise the joint between panels above the water line. The seam is sealed with sealant tape or sealant in case it becomes inundated with water backed up by an ice dam or driven by high wind.

Most hydrostatic systems are structural systems (i.e., the roof panel has sufficient strength to span between purlins or nailers). A hydrostatic architectural panel (which cannot span between supports) may be specified, however, if continuous or closely spaced decking is provided. An advantage of exposed fastener panels (versus panels with concealed clips) is that, after installation, it is easy to verify that the correct number of fasteners was installed. If fastening was not sufficient, adding exposed fasteners is easy and economical.

For attachment of corrugated metal panels, see FEMA 55, *Coastal Construction Manual*, Appendix K, available online at: http://www.fema.gov/library/viewRecord.do?id=1671.

### Hydrokinetic (i.e., water-shedding) panels:

These panel systems are not designed to resist water infiltration under hydrostatic pressure and therefore require a relatively steep slope (typically greater than 3:12) and the use of an underlayment to provide secondary protection against water that infiltrates past the panels. Most hydrokinetic panels are architectural systems, thus requiring continuous or closely spaced decking to provide support for gravity loads.

This Recovery Advisory addresses wind and wind-driven rain issues. For general information on other aspects of metal roof system design and construction (including seam types, metal types, and finishes), see:

**Architectural Sheet Metal Manual** (Sheet Metal and Air Conditioning Contractors National Association, 2003: http://www.smacna.org/bookstore

Copper and Common Sense: http://www.reverecopper.com/candcs.html

Copper Development Association: http://www.copper.org/publications/pub\_list/architecture.html

Metal Construction Association: http://www.metalconstruction.org/pubs

*Metal Roofing Systems Design Manual* (Metal Building Manufacturers Association, 2000, http://www.mbma.com/display.cfm?p=44&pp6&i=47

National Institute of Building Sciences, Whole Building Design Guide: http://www.wbdg.org/design/env\_roofing.php

**The NRCA Roofing Manual:** Metal Panel and SPF Roof Systems (National Roofing Contractors Association, 2008, http://www.nrca.net/rp/technical/manual/default.aspx

Some hydrokinetic panels have standing ribs and concealed clips (Figure 1), while others (such as 5Vcrimp panels, R-panels [box-rib] and corrugated panels) are through-fastened (i.e., attached with exposed fasteners). Panels are available that simulate the appearance of tile.

**Metal Shingles:** Metal shingles are hydrokinetic products and therefore also require a relatively steep-slope and the use of an underlayment. Metal shingles are available that simulate the appearance of wood shakes and tiles.

# **Key Issues**

Damage investigations have revealed that some metal roofing systems have sufficient strength to resist extremely high winds (Figure 2), while other systems have blown off during winds that were well below design wind speeds given in ASCE 7. When metal roofing (or hip, ridge, or rake flashings) blow off during hurricanes, water may enter the building at displaced roofing; blownoff roofing can damage buildings and injure people. Guidance for achieving successful wind performance is presented below:

1. Always follow manufacturer's installation instructions and local building code requirements.

2. Calculate loads on the roof assembly in accordance with ASCE 7 or the local building code, whichever procedure results in the highest loads.

3. Specify/purchase a metal roof system that has sufficient uplift resist resistance to meet the design uplift loads.

 For standing seam and through-fastened metal panel systems, the International Building Code<sup>®</sup> (IBC<sup>®</sup>) requires test methods UL 580 or ASTM E 1592. For standing seam systems, it is recommended that design professionals specify E 1592 testing, because it gives a better representation of the system's uplift performance capability.

For safety factor determination, refer to Chapter F in standard NAS-01, published by the American Iron and Steel Institute (available online at: http://www.professionalroofing.net/article.aspx?id=266).

- For through-fastened steel panel systems, the IBC allows uplift resistance to be evaluated by testing or by calculations in accordance with standard NAS-01.
- For architectural panels with concealed clips, test method UL 580 is commonly used. However, it is recommended that design professionals specify E 1592 because it gives a better representation of the system's uplift performance capability. When testing architectural panel systems via E 1592, the deck joints need to be unsealed in order to allow air flow to the underside of the metal panels. Therefore, underlayment should be eliminated from the test specimen, and a



Figure 1. This architectural panel system has concealed clips. The panels unlatched from the clips. The first row of clips (just above the red line) was several inches from the end of the panels. The first row of clips should have been closer to the eave.



Figure 2. This structural standing seam roof system survived Hurricane Andrew (Florida, 1992), but some hip flashings were blown off. The estimated wind speed was 170 mph (peak gust, Exposure C at 33 feet).

For observations of metal roofing performance during Hurricanes Charley (2004, Florida), Ivan (2004, Alabama and Florida), and Katrina (Alabama, Louisiana, and Mississippi, 2005), respectively; see Chapter 5 in FEMA MAT reports 488, 489, and 549, available on-line at:

FEMA 488: http://www.fema.gov/library/ viewRecord.do?id=1444

FEMA 489: http://www.fema.gov/library/ viewRecord.do?id=1569

FEMA 549: http://www.fema.gov/library/ viewRecord.do?id=1857 1/8" minimum gap between deck panel side and end joints should be specified.

For safety factor determination, refer to Chapter F in standard NAS-01.

- For copper roofing testing, see "NRCA analyzes and tests metal," Professional Roofing, May 2003 (available online at: http://www.professionalroofing.net/article. aspx?id=266).
- For metal shingles, it is recommended that uplift resistance be based on test method UL 580 or 1897.
- Specify the design uplift loads for field, perimeter, and corners of the roof. Also specify the dimension of the width of the perimeter. (Note: For small roof areas, the corner load can be used throughout the entire roof area.)

4. Suitably design the roof system components (see the construction guidance below).

5. Obtain the services of a professional roofing contractor to install the roof system.

# **Construction Guidance**

- Consult the local building code and manufacturer's literature for specific installation requirements. Requirements may vary locally.
- Underlayment: If a robust underlayment system is installed, it can serve as a secondary water barrier if the metal roof panels or shingles are blown off (Figures 1 and 3). For enhanced underlayment recommendations, see Technical Fact Sheet No. 19 in FEMA 499, Home Builder's Guide to Coastal Construction Technical Fact Sheet Series (available online at: http:// www.fema.gov/library/viewRecord.do?id=1570). Fact Sheet 19 pertains to underlayment options for asphalt shingle roofs. For metal panels and tiles, where Fact Sheet 19 recommends a Type I (#15) felt, use a Type II (#30) felt because the heavier felt provides greater resistance to puncture by the panels during application. Also, if a self-adhering modified bitumen underlayment is used, specify/purchase a product that is intended for use underneath metal (such products are more resistant to bitumen flow under high temperature).
- Where the basic (design) wind speed is 110 mph or greater, it is recommended that two clips be used along the eaves, ridges, and hips. Place the first eave clip within 2 to 3" of the eave, and place the second clip approximately 3 to 4" from the first clip. Figures 1 and 4 illustrate ramifications of clips being too far from the eave.
- For copper panel roofs in areas with a basic wind speed greater than 90 mph, it is recommended that Type 316 stainless steel clips and stainless steel screws be used in lieu of the much more malleable copper clips.



Figure 3. These architectural panel system have snap-lock seams. One side of the seam is attached with a concealed fastener. Although a large number of panels blew away, the underlayment did not.



Figure 4. These eave clips were too far from the panel ends. The clip at the left was 13" from the edge of the deck. The other clip was 17" from the edge. It would have been prudent to install double clips along the eave.



Figure 5. The panels blew off the upper roof and landed on the lower roof of this house. The upper asphalt shingle roof shown had been re-covered with 5V-Crimp panels that were screwed to nailers. The failure was caused by inadequate attachment of the nailers (which had widely-spaced nails) to the sheathing. Note that the hip flashing on the lower roof blew off.



Figure 6. Blow-off of nailers caused these panels to progressively fail. The nailers were installed directly over the trusses. In an assembly such as this where there is no decking, there is no opportunity to incorporate an underlayment. With loss of the panels, rainwater was free to enter the building.



Figure 7. This residence had metal shingles that simulated the appearance of tile. The shingles typically blew off the battens, but some of the battens were also blown away.

- When clip or panel fasteners are attached to nailers (Figures 5, 6, and 7), detail the connection of the nailer to the nailer support (including the detail of where nailers are spliced over a support).
- When clip or panel fasteners are loaded in withdrawal (tension), screws are recommended in lieu of nails.
- For roofs located within 3,000' of the ocean line, stainless steel clips and fasteners are recommended.
- For concealed clips over a solid substrate, it is recommended that chalk lines be specified so that the clips are correctly spaced.
- Hip, ridge, and rake flashings: Because exposed fasteners are more reliable than cleat attachment, it is recommended that hip, ridge, and rake flashings be attached with exposed fasteners. Two rows of fasteners are recommended on either side of the hip/ridge line. Close spacing of fasteners is recommended (e.g., spacing in the range of 3 to 6" on center, commensurate with the design wind loads), as shown in Figure 8 in order to avoid flashing blow-off as shown in Figure 9.



Figure 8. The ridge flashing on these corrugated metal panels had two rows of fasteners on each side of the ridge line.



Figure 9. The ridge flashing fasteners were placed too far apart. A significant amount of water leakage can occur when ridge flashings are blown away.

### **Critical Facilities**

For metal roofs on critical facilities in hurricane-prone regions (as defined in ASCE 7), see the recommendations in FEMA 543, Section 3.4.3.4 (available online at http://www.fema.gov/library/viewRecord.do?id=2441). (For facilities located outside of hurricane-prone regions, see Section 3.3.3.4.) For load calculation recommendations, see Section 3.3.1.2.

For metal roofs on hospitals in hurricane-prone regions, see the recommendations in FEMA 577, Section 4.3.3.8 (available online at http://www.fema.gov/library/viewRecord.do?id=2739). (For hospitals located outside of hurricane-prone regions, see Section 4.3.3.7.) For load calculation recommendations, see Section 4.3.1.2.

### Sustainable Design

**Cool Roofs:** Use metal roofs with a solar reflectance Index (SRI) equal to or greater than 78 for low-slope and 29 for steep-sloped roofs. The higher solar reflectance will reduce the heat-island effect (thermal gradient differences between developed and undeveloped areas), minimizing the impact buildings have on microclimate and human and wildlife habitat. Heat islands can affect communities by increasing summertime peak energy demand, air conditioning costs, greenhouse gas emissions and air pollution, heat-related illness and mortality, and water quality (http://www.EPA.gov/heatisland).

**Recycled Content:** Use metal roof systems with recycled content. Many roofing products have recycled scrap content generated both from consumer and industrial users. Recycled content is defined in the International Organization of Standards (ISO) document, ISO 14021 (http://www.iso.org/iso/catalogue\_detail?csnumber=23146). Using recycled products reduces impacts from extraction and processing of new materials.

For further information pertaining to sustainable design aspects of metal roofing, see: http://www. metalconstruction.org/design.



# Town of Miami Lakes Memorandum

To:	Honorable Chair and Members of the Local Planning Agency
From:	Susana Alonso, AICP Principal Planner
Subject:	Standing Metal Seam Roofs
Date:	9/19/2018

#### **Recommendation:**

Staff recommends approval of the ordinance amending Section 13-1608 as it relates to permitting standing metal seam roofing for single-family and two-family buildings.

#### **Background:**

On July 17, 2018, Town Council of the Town of Miami Lakes directed the Town Manager to amend the Land Development Code to permit standing metal seam roofs for single-family and two-family buildings. The request was made in light of the many roofs within the Town that are still tarped and awaiting repair from last year's Hurricane Irma. It is generally agreed that standing metal seam roofing is more resilient than flat or barrel tile roof materials. The ordinance amends Section 13-1608 which relates exclusively to roofing materials within single-family and two-family buildings. Section 13-1608 currently limits the roofing material to flat or barrel tile. Similar material limitations are not imposed upon the industrial and commercial districts.

The following is a brief description of the proposed changes.

13-1608(a) - New residential development. This subsection permits standing metal seam roofing for new single-family and two-family construction.

13-1608(b) – Existing single-family and two-family buildings. The provision permits existing homes to replace its roofing with standing metal seam roofing.

### ATTACHMENTS:

Description Ordinance Staff Report ORDINANCE NO. 18-

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO PERMITTED ROOFING TYPES FOR SINGLE-FAMILY AND TWO-FAMILY BUILDINGS; AMENDING CHPATER 13, "LAND DEVELOPMENT CODE", AT ARTICLE VI, "SUPPLEMENTARY REGULATIONS", AT SECTION 13-1608, RENAMING IT "SINGLE-FAMILY AND TWO-FAMILY ROOF REGULATIONS," AND PERMITING STANDING METAL SEAM ROOFING; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Manny Cid)

WHEREAS, section 13-1608 of the Town's Land Development Code provides for permitted roofing types in residential single-family and two-family districts; and

WHEREAS, the Town of Miami Lakes (the "Town") is prone to storm events that have the potential to cause roof damage to single-family and two-family buildings, as evidenced by the continued presence of blue (tarped) roofs throughout the Town a year after Hurricane Irma; and

WHEREAS, metal standing seamed roofing is considered to be a more resilient roofing material, capable of withstanding damage from hurricane force winds as compared to other roofing options; and

WHEREAS, considering its recognized resiliency, on July 17, 2017, the Town Council of the Town of Miami Lakes directed the Town Manager to amend the Land Development Code to permit metal seamed roofs for single-family and two-family buildings; and **WHEREAS,** on September \_\_\_\_\_, 2018, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, heard the item at a duly noticed public hearing and forwarded a recommendation of approval to the Miami Lakes Town Council; and

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

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

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

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

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

Section 2. <u>Amendment.</u> Section 13-1608, of the Town's Land Development Code is hereby amended as provided at Exhibit A:

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

<u>Section 4</u>. <u>Severability</u>. 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. <u>Section 5</u>. <u>Inclusion in the Town Code</u>. 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.

<u>Section 6</u>. <u>Effective Date</u>. 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	<u> </u>
Vice Mayor Frank Mingo	
Councilmember Tim Daubert	
Councilmember Luis Collazo	
Councilmember Ceasar Mestre	
Councilmember Nelson Rodriguez	
Councilmember Marilyn Ruano	
-	

Passed on first reading this \_\_\_\_\_ day of October, 2018.

# [THIS SPACE INTENTIALLY LEFT BLANK]

# SECOND READING

The foregoing ordinance was offered by Councilmember	who	moved
its adoption on second reading. The motion was seconded by Councilmember	r	
and upon being put to a vote, the vote was as follows:		
Mayor Manny Cid		
Vice Mayor Frank Mingo		
Councilmember Tim Daubert		
Councilmember Luis Collazo		
Councilmember Ceasar Mestre		
Councilmember Nelson Rodriguez		
Councilmember Marilyn Ruano		
Passed and adopted on second reading this day of		_, 2018.
Manny MAYO		
Attest:		

Gina Inguanzo TOWN CLERK

Approved as to form and legal sufficiency:

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

### EXHIBIT A

### ORDINANCE

Chapter 13 - LAND DEVELOPMENT CODE

\* \* \*

ARTICLE VI. - SUPPLEMENTARY REGULATIONS

\* \* \*

**DIVISION 1. - GENERALLY** 

\* \* \*

Sec. 13-1608. - Development Single-family and two-family roof regulations.

- (a) All new single-family or two-family roofs with a pitch equal to or greater than two and one-half inches rise per one (1) foot run shall be constructed of standing seamed metal roof, or of barrel tile or flat tile, or shall be constructed of another material which simulates barrel tile or flat tile. Other roofing materials may only be approved through the variance process.
- (b) All single-family or two-family roof materials may be replaced or repaired with similar types of roofing material as those materials being replaced or repaired, <u>or be constructed</u> with a standing metal seamed roof, or may be constructed of barrel tile, flat tile or another material which simulates barrel tile or flat tile.



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

Staff Analysis and Recommendation

To: Honorable Chair and Members of the Local Planning Agency

From: Susana Alonso, AICP, Principal Planner

Subject: Standing Metal Seam Roofing

Date: September 19, 2018

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO PERMITTED ROOFING TYPES FOR SINGLE-FAMILY AND TWO-FAMILY BUILDINGS; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE VI, "SUPPLEMENTARY REGULATIONS", AT SECTION 13-1608, RENAMING IT "SINGLE-FAMILY AND TWO-FAMILY ROOF REGULATIONS," AND PERMITTING STANDING METAL SEAM ROOFING; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Manny Cid)

### A. BACKGROUND

On July 17, 2018, Town Council of the Town of Miami Lakes directed the Town Manager to amend the Land Development Code to permit standing metal seam roofs for single-family and two-family buildings. The request was made in light of the many roofs within the Town that are still tarped and awaiting repair from last year's Hurricane Irma. It is generally agreed that standing metal seam roofing is more resilient than flat or barrel tile roof materials. The ordinance amends Section 13-1608 which relates exclusively to roofing materials within single-family and two-family buildings. Section 13-1608 currently limits the roofing material to flat or barrel tile. Similar material limitations are not imposed upon the industrial and commercial districts.

# **B. PROPOSED CHANGES**

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

13-1608(a) – New residential development. This subsection permits standing metal seam roofing for new single-family and two-family construction.

*13-1608(b)* – *Existing single-family and two-family buildings*. The provision permits existing homes to replace its roofing with standing metal seam roofing.

### C. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending Section 13-1608 as it relates to permitting standing metal seam roofing for single-family and two-family buildings.

### D. 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:* The Comprehensive Development Master plan does not address roofing. The proposed ordinance has no impact on concurrency management.

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 offers a roofing system to single-family and two-family homes that is more resilient than barrel or flat tile construction. The ordinance does not conflict with any other portions of the Code.

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, and Criteria "2", of this report. Generally, when a variance approval for the same subject becomes reoccurring, it becomes incumbent upon the policy makers to redress the Code and consider whether a change is appropriate. In addition to its resiliency qualities, the Planning and Zoning Board has granted three (3) variances in the last ten (10) years permitting a standing metal seam roof.

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, and criteria "2" and "3" 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 proposed ordinance does not impact the above systems.

Finding: Complies.

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

*Analysis:* See Sections "A", Background; and "B", Proposed Changes, and criteria "2" and "3" of this report. Metal standing seam roofing is generally more expensive than traditional barrel or flat tile. It is also more resilient to storm events that may be experienced in South Florida. These factors contribute to the roofing style's value. That in turn lends value to the rest of the community.

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 2, 3, and 7, 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 2, 3, 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 Members of the Town CouncilFrom:Alex Rey, Town ManagerSubject:Street Side Yard Patios in RU-1Z LotsDate:10/2/2018

### **Recommendation:**

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

### **Background:**

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

The following is a brief description of the proposed changes.

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

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

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

### **ATTACHMENTS:**

Description Ordinance First Staff Report Sept 19 2018 LPA Materials

### ORDINANCE NO. 18-

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

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

**WHEREAS,** Town Staff study the matter and found the impact of such a change would be minimal provided the change was limited to corner lots; and

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

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

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

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

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

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

Section 2. <u>Amendment.</u> Section 13-1507 is hereby amended as provided at Exhibit "A".

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

<u>Section 4</u>. <u>Severability</u>. 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.

<u>Section 5</u>. <u>Inclusion in the Town Code</u>. 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.

Ordinance No. 18-\_\_\_\_ Page 3 of 6

Section 6. Effective Date. That this Ordinance shall be effective immediately upon its

adoption on second reading.

The foregoing Ordinance was offered by Councilmember \_\_\_\_\_,

who moved its adoption on first reading. The motion was seconded by Councilmember

\_\_\_\_\_ and upon being put to a vote, the vote was as follows:

### FIRST READING

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

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

Passed on first reading this \_\_\_\_\_ day of September, 2018.

### [THIS SPACE INTENTIALLY LEFT BLANK]

Ordinance No. 18-\_\_\_\_ Page 4 of 6

### SECOND READING

The foregoing ordinance was offered by Councilmember	who	moved
its adoption on second reading. The motion was seconded by Councilmember _		
and upon being put to a vote, the vote was as follows:		
Mayor Manny Cid		
Vice Mayor Frank Mingo		
Councilmember Luis Collazo		
Councilmember Tim Daubert		
Councilmember Ceasar Mestre		
Councilmember Nelson Rodriguez		
Councilmember Marilyn Ruano		
Passed and adopted on second reading this day of		_, 2018.
Manny Ci	d	
MAYOR		
Attest:		

Gina Inguanzo TOWN CLERK

Approved as to form and legal sufficiency:

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

### EXHIBIT A

### ORDINANCE

### CHAPTER 13 – LAND DEVELOPMENT CODE

\* \* \*

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

\* \* \*

Sec. 13-1507. - Decks and walkways.

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

- (1) Required front yard. At-grade decks shall be permitted to project a maximum of five feet into the required front yard. One walkway with a maximum width of six feet shall be permitted from the entrance of the residence to the front property line.
- (2) Required side yards. <u>Except as provided below</u>, <u>Dd</u>ecks shall not be permitted within the required side yards. Three feet wide walkways, steps or entrance stoops shall be permitted within the required side yards, set back a minimum of two feet from the side interior property line.
- (3) Required rear yard. At-grade decks or walkways constructed of wood, concrete, brick pavers set in sand or of similar impervious materials shall be set back a minimum of five feet from the rear and interior side property lines. For zero lot line developments the decks or walkways shall be set back three feet from the rear property line, zero feet from the zero lot line side and four feet from the other interior side property line. For all corner lots the decks shall comply with the required street side setbacks for the main structure. However, corner lots zoned RU-1Z shall be permitted to have a deck or patio in the required street side yard area provided:

(a) a minimum setback of four feet is provided to the property line; and(b) the deck is behind an opaque fence.

(4) The maximum impervious area permitted for driveways, walkways, porches, decks, etc. (including brick pavers set in sand), in the required front and side yards facing a street shall be 60 percent for each yard.

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



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

Staff Analysis and Recommendation

To: Honorable Mayor and Members of the Town Council

From: Alex Rey, Town Manager

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

Date: October 2, 2018

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

### A. BACKGROUND

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

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

### **B. PROPOSED CHANGES**

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

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

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

Zero Lot	Line Corner L	ots	
60'X100' Lot	Total	Area	
00 X 100 LOL	Pervious	Impervious	Notes
Current Code	32%	68%	3' Wide walk way - 50% max deck coverage
Proposed Change	21%	79%	4' Miniumum Setback 60% total Deck coverage

### C. EVALUATION AND STUDY

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

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

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

Required yards provide the opportunity for the planting of shade trees that contribute to the overall tree canopy, which is a hallmark of the Town of Miami Lakes. Further, any shade tree plantings within the yards serve to cool the property and our urban environment. Increasing the amount of permitted decking reduces the opportunity to plant shade trees. To overcome this challenge, it is recommended that a four (4) foot setback be required and no more than 60% of the required side yard may be decked. It is worth noting that the Town is pursing urban reforesting efforts to replenish lost canopy within its neighborhoods. The West Lake neighborhood represents a particular challenge in achieving that objective.

*Drainage.* As a functional matter, pervious open space is essential to promote infiltration and to reduce overall site runoff. Even with onsite pervious areas, the natural slope of a property may result in some runoff onto the adjacent rights-of-way. A property without pervious area will drain all stormwater onto the neighbor's property and onto the rights-of-way. Portions of the West Lake neighborhood have drainage issues that the Town is actively addressing. The neighborhood is identified in the Town's Storm Water Master Plan (originally adopted in 2003 and updated in 2012<sup>1</sup>) for needed upgrades to the storm water system. A Marlin Engineering study complete in 2012, as precursor to reconstruction of the drainage system designs, found that the existing drainage system is a disjointed-unconnected network, that there are poor drainage soil types (Plantation Muck) within the area, and that very little area of the rights-of-way are pervious<sup>2</sup>. The prevailing development pattern within West Lake community itself also appears to be contributing to flooding challenges. The Marlin study assumed a pervious area percentage of privately held lands at 15%. It is in part for these reasons that flooding is a challenge in the West Lake neighborhood.

							Required Yards									Total	Percent		
CORNER LOT	Lot I	nformat	tion	Buildi	ng Info		Fro	ont Yar	d		Str/In	t Side ۱	Yard		Re	ar Yaro	ł	Impervious	Impervious
CORNERLOI	Width	Depth	Area	% Cov	Bldg	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv		
Patio allowed	60	100	6000	0.5	3000	20	1200	0.5	600	15	1200	0.2	240	10	450	0.5	225	4065	68%
Only Walkway	60	100	6000	0.5	3000	20	1200	0.5	600	15	1200	0.5	600	10	450	0.5	225	4425	74%
60% Impervious	60	100	6000	0.5	3000	20	1200	0.6	720	15	1200	0.6	720	10	450	0.6	270	4710	79%

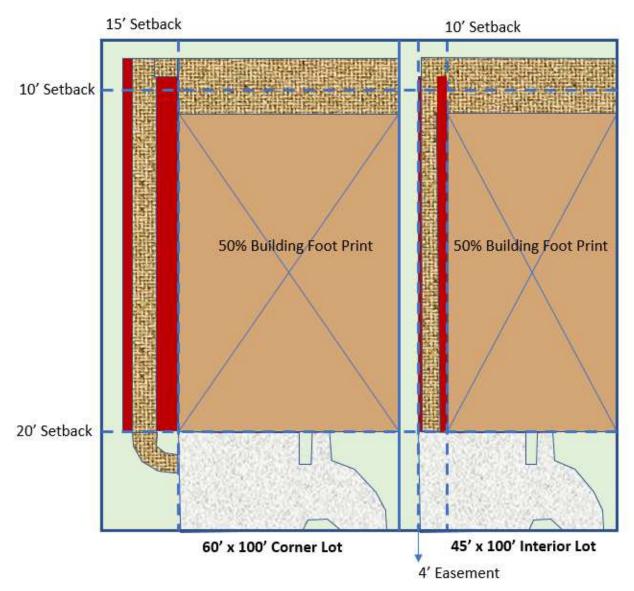
							Required Yards									Total	Percent		
INTERIOR LOT	Lot I	nforma	tion	Buildi	ng Info		Fro	ont Yar	d		Str/Inf	t Side ۱	Yard		Re	ar Yard	ł	Impervious	Impervious
INTERIOR LOT	Width	Depth	Area	% Cov	Bldg	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv		
Patio allowed	45	100	4500	0.5	2250	20	900	0.5	450	10	800	0.5	400	10	350	0.5	175	3275	73%
Only Walkway	45	100	4500	0.5	2250	20	900	0.5	450	10	800	0.3	240	10	350	0.5	175	3115	69%
60% Impervious	45	100	4500	0.5	2250	20	900	0.6	540	10	800	0.6	480	10	350	0.6	210	3480	77%

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

<sup>&</sup>lt;sup>1</sup> Original Storm Water Master Plan and the update were prepared by Kimley Horn.

<sup>&</sup>lt;sup>2</sup> "Drainage Report for the design of Miami-Lakes, West" Marlin Engineering, Inc. January 2012.

pervious<sup>3</sup>. If the street side yard were permitted to be decked, with the totality of all decking (including driveways and front walk ups) equaling 50% for all required yards, the remaining impervious area would be roughly 26%. Applying the same standard to an interior lot would result in 27% available for drainage. To be clear, these numbers are ballpark figures and do



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

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

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

delivered over two separate construction cycles, involves infiltration trenches along select streets (Attachment C). Despite the pervious area calculations above, the Marlin Engineering study found that actual available surface level pervious area (private land plus rights-of-way) for each of the basins is between 14.5% and 16.3% (Attachment D). Whether these numbers are conservative or not, the Marlin study reflects that very little water is being absorbed at ground level, and the pervious area that is available is generally understood to be of a poor quality<sup>4</sup>. In general, rights-of-way are designed to serve as the principal overflow reservoir to capture water throughout the neighborhood during significant storm events. However, in light of the calculations above and the observed conditions of West Lake neighborhood, there is an unintended reliance on the rights-of-way for stormwater management. As a result, and notwithstanding other factors, the adjacent roadways in the West Lake neighborhood tend to flood more often. Estimated at \$1.6 million, the current phase of the drainage project is designed to capture that water and drain it into infiltration pipes under the roadway at depts of 10 to 15 feet. Yet, a drainage project is not scheduled for every street that comprises the West Lake neighborhood.

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

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

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

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

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

### D. STAFF RECOMMENDATION

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

### E. ANALYSIS

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

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

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

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

### Finding: Complies

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

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

Finding: Complies.

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

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

Finding: Complies.

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

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

Finding: As determined by the Town Council.

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

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

Finding: Complies.

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

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

Finding: Complies.

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

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

Finding: Complies.

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

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

Finding: Complies.

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

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

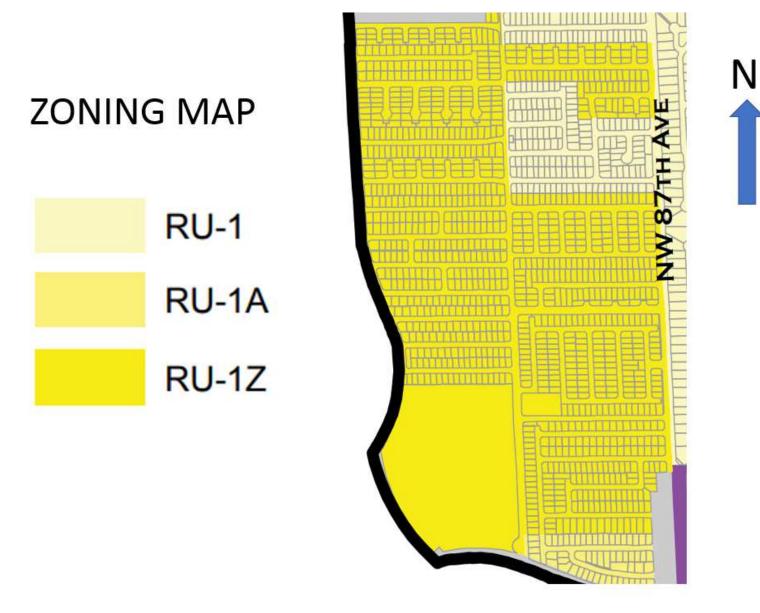
Finding: Complies.

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

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

Finding: As determined by the Town Council.

ATTACHMENT A



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



### ATTACHMENT C UPCOMING DRAINAGE PROJECTS WEST LAKE



5

<sup>&</sup>lt;sup>5</sup> "Drainage Report for the design of Miami-Lakes, West" Marlin Engineering, Inc. January 2012.

### ATTACHMENT D WEST LAKE DRAINAGE SITE DATA

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

TOWN	OF MIAMI	LAKES - WES	ST LAKES DR	<b>RAINAGE IM</b>	PROVEMEN	TS									
	Perviou	Pervious/Impervious Area of West Lakes B,C,D and E													
	B-1	B-2	B-3	E	D	С									
Private Area	4.9	3.7	3.1	3.2	4.5	3.6									
Pervious															
Private Area	0.9	0.7	0.6	0.6	0.8	0.6									
(15%)															
Green Area	0.3	0.4	0.3	0.3	0.3	0.3									
Asphalt Plus	2.0	1.8	1.3	1.5	1.5	1.6									
Concrete	2.0	1.0	1.5	1.5	1.5	1.0									
R/W Area	2.3	2.2	1.6	1.8	1.8	2.0									
Total Area	8.0	6.6	5.3	5.1	7.1	6.2									
Total Pervious	1.2	1.1	0.9	0.8	1.1	1.0									
% Previous	14.5	16.3	16.1	16.1	15.1	15.9									
	Avera	ge % Pervio	us		15	5.7									

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

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

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

6

<sup>&</sup>lt;sup>6</sup> "Drainage Report for the design of Miami-Lakes, West" Marlin Engineering, Inc. January 2012.



### Town of Miami Lakes Memorandum

To:	Honorable Chair and Members of the Local Planning Agency
From:	Susana Alonso, AICP, Principal Planner
Subject:	Street Side Yard Patios in RU-1Z Lots
Date:	9/19/2018

### **Recommendation:**

Staff recommends approval of the ordinance permitting decks in the street side yard setback of RU-1Z corner lots provided for a minimum setback of four (4) feet and to permit the such lots to have up to 60% of the required yards to be impervious.

### **Background:**

At the June 5, 2018, Town Council meeting, an item was introduced during the Manager's Report which addressed the possibility of permitting corner lots zoned RU-1Z, Single Family Zero Lot Line, to have decking located within the required street side yard setback. The attached report and ordinance is reflective of that direction.

The following is a brief description of the proposed changes.

Require minimum street side setback of four (4) feet for RU-1Z corner lots. A minimum setback of four (4) feet is required. This standard would be consistent with the easement restriction imposed on interior lots with RU-1Z zoning and provides for some pervious area to capture runoff.

Maximum impervious for all yards total. The proposed ordinance adjusts the maximum total impervious area for all yards total for RU-1Z corner lots from 50% to 60%.

ATTACHMENTS: Description <u>Ordinance</u> <u>Staff Report</u>

### ORDINANCE NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ZONING; AMENDING CHAPTER 13, LAND DEVELOPMENT CODE, AT ARTICLE V, SECTION 13-1507, ENTITLED "DECKS AND WALKWAYS," PERMITTING A DECKS TO BE LOCATED WITHIN THE REQUIRED STREET SIDE YARD SETBACK OF CORNER LOTS FOR PROPERTIES ZONED RU-1Z; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, on June 5, 2018, the Town of Miami Lakes ("Town") Council directed the Town Manager to explore the possibility of permitting corner lots zone RU-1Z, Single Family Zero Lot Line, to have a patio slab within a required fifteen (15) street side yard where only a three (3) foot walkway is permitted today; and

**WHEREAS,** Town Manager instructed Town Staff to study the impact of the proposed change and found the impact minimal, provided the change was limited to corner lots; and

WHEREAS, this proposed ordinance is reflective of the Town Council's instruction, permitting a patio slab, provided there is a minimum setback of four (4) feet to the property line, the impervious area of the street side yard does not exceed 60%, and the impervious area of all the yards combined does not exceed 60%; and

**WHEREAS,** on September \_\_\_\_\_, 2018, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, heard the item at a duly noticed public hearing and forwarded a recommendation of approval to the Miami Lakes Town Council; and

WHEREAS, on October \_\_\_\_\_, 2018, the Town Council at a duly noticed public hearing, moved the item on First Reading; and

WHEREAS, on November \_\_\_\_\_, 2018, the Town Council considered the ordinance at a duly advertised public hearing; and

**WHEREAS,** to that end, the Town Council of the Town of Miami Lakes hereby finds and declares that adoption of this Ordinance is appropriate and advances the public interest.

### THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES AS FOLLOWS:

Section 1. <u>Recitals</u>. Each of the above stated recitals is true and correct and is incorporated herein by this reference.

Section 2. <u>Amendment.</u> Section 13-1507 is hereby amended as provided at Exhibit "A".

Section 3. <u>Repeal of Conflicting Provisions</u>. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

<u>Section 4</u>. <u>Severability</u>. 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.

<u>Section 5</u>. <u>Inclusion in the Town Code</u>. 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.

<u>Section 6</u>. <u>Effective Date</u>. That this Ordinance shall be effective immediately upon its adoption on second reading.

The foregoing Ordinance was offered by Councilmember \_\_\_\_\_,

who moved its adoption on first reading. The motion was seconded by Councilmember

and upon being put to a vote, the vote was as follows:

### FIRST READING

The foregoing ordinance was offered by Councilmember \_\_\_\_\_\_ who moved its adoption on first reading. The motion was seconded by Councilmember \_\_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	
Vice Mayor Frank Mingo	
Councilmember Luis Collazo	
Councilmember Tim Daubert	
Councilmember Ceasar Mestre	
Councilmember Nelson Rodriguez	
Councilmember Marilyn Ruano	

Passed on first reading this \_\_\_\_\_ day of September, 2018.

### [THIS SPACE INTENTIALLY LEFT BLANK]

### SECOND READING

The foregoing ordinance was offered by Councilmember	moved
its adoption on second reading. The motion was seconded by Councilmember and upon being put to a vote, the vote was as follows: Mayor Manny Cid Vice Mayor Frank Mingo Councilmember Luis Collazo Councilmember Tim Daubert	 
Councilmember Ceasar Mestre Councilmember Nelson Rodriguez Councilmember Marilyn Ruano	
Passed and adopted on second reading this day of	 _, 2018.
Manny Cid	
Attest: MAYOR	
Gina Inguanzo TOWN CLERK	

Approved as to form and legal sufficiency:

Raul Gastesi, Jr. Gastesi & Associates, P.A. TOWN ATTORNEY

### EXHIBIT A

### ORDINANCE

### CHAPTER 13 – LAND DEVELOPMENT CODE

\* \* \*

## ARTICLE V. ALLOWABLE ENCROACHMENTS INTO THE REQUIRED YARDS AND EXCEPTIONS TO THE MAXIMUM PERMITTED HEIGHTS

\* \* \*

Sec. 13-1507. - Decks and walkways.

Single-family and two-family residential lots or parcels shall comply with the following for atgrade decks. At-grade decks and walkways are defined as decks or walkways that are not more than six inches above the established grade. Decks or walkways higher than six inches above the established grade shall be considered accessory structures and must comply with the setback and lot coverage restrictions for accessory structures elsewhere in this Code.

- (1) Required front yard. At-grade decks shall be permitted to project a maximum of five feet into the required front yard. One walkway with a maximum width of six feet shall be permitted from the entrance of the residence to the front property line.
- (2) Required side yards. <u>Except as provided below</u>, <u>Dd</u>ecks shall not be permitted within the required side yards. Three feet wide walkways, steps or entrance stoops shall be permitted within the required side yards, set back a minimum of two feet from the side interior property line.
- (3) Required rear yard. At-grade decks or walkways constructed of wood, concrete, brick pavers set in sand or of similar impervious materials shall be set back a minimum of five feet from the rear and interior side property lines. For zero lot line developments the decks or walkways shall be set back three feet from the rear property line, zero feet from the zero lot line side and four feet from the other interior side property line. For all corner lots the decks shall comply with the required street side setbacks for the main structure. However, corner lots zoned RU-1Z shall be permitted to have a deck or patio in the required street side yard area provided:

(a) a minimum setback of four feet is provided to the property line; and (b) that it is behind an opaque fence.

(4) The maximum impervious area permitted for driveways, walkways, porches, decks, etc. (including brick pavers set in sand), in the required front and side yards facing a street shall be 60 percent for each yard.

(5) In no instance shall the total impervious areas (including brick pavers set in sand) of all the required yards on a lot or parcel exceed 50 percent. <u>The total impervious areas (including brick pavers set in sand) of all required yards on a RU-1Z zoned lot shall not exceed 60%.</u>



Department of Planning, Zoning and Code Compliance 6601 Main Street • Miami Lakes, Florida 33014 Office: (305) 364-6100 • Fax: (305) 558-8511 Website: <u>www.miamilakes-fl.gov</u>

Staff Analysis and Recommendation

To: Honorable Chair and Members of the Local Planning Agency

From: Susana Alonso, AICP, Principal Planner

Subject: Street Side Yard Patios in RU-1Z Lots

Date: September 19, 2018

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ZONING; AMENDING CHAPTER 13, LAND DEVELOPMENT CODE, AT ARTICLE V, SECTION 13-1507, ENTITLED "DECKS AND WALKWAYS," PERMITTING A DECK TO BE LOCATED WITHIN THE REQUIRED STREET SIDE YARD SETBACK OF CORNER LOTS FOR PROPERTIES ZONED RU-1Z; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

### A. BACKGROUND

At the June 5, 2018, Town Council meeting, an item was introduced during the Manager's Report which addressed the possibility of permitting corner lots zoned RU-1Z, Single Family Zero Lot Line, to have decking located within the required street side yard setback. The presentation relied upon preliminary research that found the majority of RU-1Z zoned corner lots tended to be wider than the interior lots. The preliminary conclusion, pending further research, was that such an accommodation may be possible. The logic relied upon there being similar construction on corner lots as found on interior lots, thus freeing up more land to capture stormwater runoff from impervious areas. The Town Council directed the Town Manager to explore the possibility and return with an ordinance if the additional research supported the initial conclusion. Staff's additional research found that it may be possible to permit street side yard decks, however the recommendation includes a cautionary note as presented in the coming paragraphs.

### **B. PROPOSED CHANGES**

The following described elements are presented in the same order that they appear in the proposed ordinance.

*Require minimum street side setback of four (4) feet for RU-1Z corner lots.* A minimum setback of four (4) feet is required. This standard would be consistent with the easement restriction imposed on interior lots with RU-1Z zoning and provides for some pervious area to capture runoff.

*Maximum impervious for all yards total.* The proposed ordinance adjusts the maximum total impervious area for all yards total for RU-1Z corner lots from 50% to 60%.

Zero Lot I	Line Corner L	ots	
60'X100' Lot	Total	Area	
00 X 100 LOL	Pervious	Impervious	Notes
Current Code	32%	68%	3' Wide walk way - 50% max deck coverage
Proposed Change	21%	79%	4' Miniumum Setback 60% total Deck coverage

### C. EVALUATION AND STUDY

*Description of affected properties.* The Town's RU-1Z zoned properties are concentrated in the southwest quadrant of the Town in an area commonly referred to as West Lakes. Approximately 1,088 homes within the West Lakes neighborhood are zoned RU-1Z. Of those lots, approximately 174 are considered corner lots. Zero lot line developments are characterized by a type of housing configuration whereby one portion of the principal building is built to the property line with setbacks provided along the front, rear and the other side of the property. For interior lots, that side yard setback is typically ten (10) feet and includes a four (4) foot platted easement to the benefit of the adjacent neighbor for drainage and for maintenance access. Please note, not all of the lots within the West Lake neighborhood are zoned RU-1Z. Approximately 209 are zoned RU-1 and RU-1A and would not be subject to this proposed ordinance (Attachment A).

*Intent of a required (street side) yard.* To understand staff's findings, it is important to also understand what a required yard is and what purpose it serves. A required yard is that portion of the property that, notwithstanding fencing and other specified accessory structures, is required to be clear of any structures from ground to sky. The required street side yard within the RU-1Z district is 15 feet and the current code limits decking within that area to a three (3) foot wide walkway. The intent of the street side yard requirement is both for esthetics and functionality.

Aesthetic and landscaping considerations. Visually, setbacks in single family residential neighborhoods contribute to the sense of openness. This is achieved by keeping required yards largely clear of structures. The vast majority of the corner lots in the West Lake neighborhood have fences built near or at the street side property line. Hence, the visual concern of decking a portion of the required street side yard is largely ameliorated by opaque fencing. Further, staff believes any decking behind fencing meets the visual aspect of the intent of the street side yard setback requirement.

Required yards provide the opportunity for the planting of shade trees that contribute to the overall tree canopy, which is a hallmark of the Town of Miami Lakes. Further, any shade tree plantings within the yards serve to cool the property and our urban environment. Increasing the amount of permitted decking reduces the opportunity to plant shade trees. To overcome

this challenge, it is recommended that a four (4) foot setback be required and no more than 60% of the required side yard may be decked. It is worth noting that the Town is pursing urban reforesting efforts to replenish lost canopy within its neighborhoods. The West Lake neighborhood represents a particular challenge in achieving that objective.

*Drainage.* As a functional matter, pervious open space is essential to promote infiltration and to reduce overall site runoff. Even with onsite pervious areas, the natural slope of a property may result in some runoff onto the adjacent rights-of-way. A property without pervious area will drain all stormwater onto the neighbor's property and onto the rights-of-way. Portions of the West Lake neighborhood have drainage issues that the Town is actively addressing. The neighborhood is identified in the Town's Storm Water Master Plan (originally adopted in 2003 and updated in 2012<sup>1</sup>) for needed upgrades to the storm water system. A Marlin Engineering study complete in 2012, as precursor to reconstruction of the drainage system designs, found that the existing drainage system is a disjointed-unconnected network, that there are poor drainage soil types (Plantation Muck) within the area, and that very little area of the rights-of-way are pervious<sup>2</sup>. The prevailing development pattern within West Lake community itself also appears to be contributing to flooding challenges. The Marlin study assumed a pervious area percentage of privately held lands at 15%. It is in part for these reasons that flooding is a challenge in the West Lake neighborhood.

							Required Yards										Total	Percent	
CORNER LOT	Lot I	nformat	tion	Buildi	ng Info		Fro	ont Yar	d		Str/Inf	: Side \	fard 🛛		Re	ar Yaro	1	Impervious	Impervious
CORNERLOI	Width	Depth	Area	% Cov	Bldg	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv		
Patio allowed	60	100	6000	0.5	3000	20	1200	0.5	600	15	1200	0.2	240	10	450	0.5	225	4065	68%
Only Walkway	60	100	6000	0.5	3000	20	1200	0.5	600	15	1200	0.5	600	10	450	0.5	225	4425	74%
60% Impervious	60	100	6000	0.5	3000	20	1200	0.6	720	15	1200	0.6	720	10	450	0.6	270	4710	79%

						Required Yards											Total	Percent	
INTERIOR LOT	Lot Information		<b>Building Info</b>		Front Yard				Str/Int Side Yard				Rear Yard				Impervious	Impervious	
	Width	Depth	Area	% Cov	Bldg	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv	S/B	Area	Ratio	Imperv		
Patio allowed	45	100	4500	0.5	2250	20	900	0.5	450	10	800	0.5	400	10	350	0.5	175	3275	73%
Only Walkway	45	100	4500	0.5	2250	20	900	0.5	450	10	800	0.3	240	10	350	0.5	175	3115	<mark>69%</mark>
60% Impervious	45	100	4500	0.5	2250	20	900	0.6	540	10	800	0.6	480	10	350	0.6	210	3480	77%

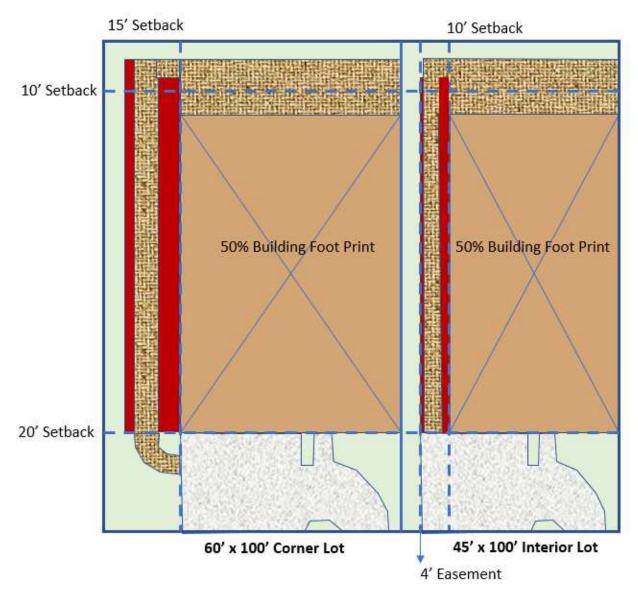
In the RU-1Z district, maximum lot coverage for the principal building is 50% and the required impervious area for any one yard cannot be more than 60%. The 60% rule, however is misleading since the total impervious area for all required yards combined cannot exceed 50%. Regardless, the result is a reduced area for on-site infiltration and reduction of storm water runoff. As stated above, all side yards are currently limited to a three (3) foot wide walkway. For a corner lot (60' x 100' lot) at max buildout, that would leave approximately 32% of the land available for drainage. Interior lots (45' x 100') would have on average 31% pervious<sup>3</sup>. If the street side yard were permitted to be decked, with the totality of all decking (including driveways and front walk ups) equaling 50% for all required yards, the remaining impervious area would be roughly 26%. Applying the same standard to an interior lot would result in 27% available for drainage. To be clear, these numbers are ballpark figures and do

<sup>&</sup>lt;sup>1</sup> Original Storm Water Master Plan and the update were prepared by Kimley Horn.

<sup>&</sup>lt;sup>2</sup> "Drainage Report for the design of Miami-Lakes, West" Marlin Engineering, Inc. January 2012.

<sup>&</sup>lt;sup>3</sup> Minimum lot width in the RU-1Z is 45 feet with a minimum area of 4,500 square feet. This equates to a typical lot that is 45 feet by 100 feet. Corner lots in the West Lake neighborhood range in width from 55 feet to 80 feet. For the purpose of this review, the typical corner lots is assumed to be 60 feet wide to accommodate the additional required setback.

not account for other decked portions of the property that are not a required yard or include the building footprint. It is possible that the numbers represented in this portion of the research are high and as such are presented for the purpose of comparison and affect. The following paragraph speaks to that point.



As mentioned previously, a drainage project commenced in the West Lake neighborhood to ease the flooding of the rights-of-way caused by rain events. The first two phases are complete and involved a storm drainage trunk line that runs underneath the length of NW 89<sup>th</sup> Avenue in the West Lake neighborhood (Attachment B). The next phase, which is to be delivered over two separate construction cycles, involves infiltration trenches along select streets (Attachment C). Despite the pervious area calculations above, the Marlin Engineering study found that actual available surface level pervious area (private land plus rights-of-way) for each of the basins is between 14.5% and 16.3% (Attachment D). Whether these numbers are conservative or not, the Marlin study reflects that very little water is being absorbed at ground level, and the pervious area that is available is generally understood to be of a poor

quality<sup>4</sup>. In general, rights-of-way are designed to serve as the principal overflow reservoir to capture water throughout the neighborhood during significant storm events. However, in light of the calculations above and the observed conditions of West Lake neighborhood, there is an unintended reliance on the rights-of-way for stormwater management. As a result, and notwithstanding other factors, the adjacent roadways in the West Lake neighborhood tend to flood more often. Estimated at \$1.6 million, the current phase of the drainage project is designed to capture that water and drain it into infiltration pipes under the roadway at depts of 10 to 15 feet. Yet, a drainage project is not scheduled for every street that comprises the West Lake neighborhood.

*Corner lot versus interior lot conundrum.* The above information is shared to put the proposed amendment in context. A block in West Lake can have has many as  $47\pm$  and as few as six (6) homes on it. Hence corner lots, by their nature are fewer in number than internal lots. While permitting additional decking does reduce the amount of pervious area, the impact is limited given the relative number of corner lots versus interior lots. In this case, only 16% of the RU-1Z lots are situated on a corner.

The slippery slope comes when owners of the interior lots expect similar consideration as that being contemplated for corner lots. And this issue has already been broached and includes the question as to whether interior lots may deck over the four (4) foot platted easement. As one can see the issue is the same, decking of the side yard and the resulting loss of pervious area. Just permitting decking up to the easement line in the side yard of an interior lot, and again relying on the same assumptions in the paragraphs above, could result in approximately 27% pervious area to remain. This scenario, together with the corner lot proposal (which provides only 26% pervious), would likely increase the impact of water flowing into the rights-of-way. Remember, these numbers are simply used to represent potential impact, as actual available pervious area as identified in the Marlin study is lower.

60% versus 50%. As mentioned above, maximum impervious area for any given required yard is 60%. But, at no time can the total of all yards combined exceed 50% impervious. This rule is reintroduced here because it potentially means any additional impervious area being added to a side yard may limit impervious areas in others. Since all yards may not exceed the 60% rule, the suggestion here is to allow the corner lots to apply it as the total pervious area of all yards. Using the formula described above, that would result in a pervious area for the entire lot at 21% (versus 26% when applying the 50% rule). Applying the relaxed standard would enable property owners to enjoy maximized decking within the side and rear yards areas. Again, given the relative number of corner lots, the impact would be minor. However, for the purposes of comparison, the 60% rule applied to the interior lots would be 23% pervious area (versus 27% when applying the 50% rule). Applying the rule to all lots would likely have a more significant impact.

*Summary.* Any increase in impervious areas will likely have an impact on the West Lake neighborhood. Nevertheless, at just 16% of the homes in the neighborhood, the impact is likely to be relatively small if limited to corner lots. The cautionary tale, however, is whether the same accommodation is to be extended to interior lots. This scenario will most certainly have a greater impact that could increase flooding in the community and hamper the

<sup>&</sup>lt;sup>4</sup> As stated earlier, the Marlin study found one of the soil types to be Plantation Muck. With the majority of the pervious area located on private lands, it is likely that is where this soil type is located. The other soils identified are more consistent with that which would be found around road prepared surface areas.

effectiveness of the current drainage project. Therefore, any decision to increase impervious area should be limited in its applicability.

### D. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending the minimum street side setback requirement and maximum impervious surface for all yards for RU-1Z corner lots.

### E. ANALYSIS

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

# 1. Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.

*Analysis:* See Sections "A", Background; "B", Proposed Changes, and Section "C", Evaluation and Study; of this report. As proposed, and presented in Section "A", "B", and "C" above, the amendment conforms to the following policy of CDMP below. The proposal does not appear to significantly impact the ongoing drainage projects within the West Lake neighborhood.

Policy 4C.1.2: Utilizing funding obtained from its newly-established Stormwater Utility, the Town will allocate sufficient funds in to address existing stormwater deficiencies identified in the Stormwater Master Plan.

Finding: Complies

## 2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.

*Analysis:* See Sections "A", Background; "B", Proposed Changes, and Section "C", Evaluation and Study; of this report. The amendment attempts to address corner lots in RU-1Z districts in a proportionately. Corner lots tend to be larger and may have more land available to utilize for pervious area. In this light, the proposed ordinance conforms with the Town's LDC's. A review of the LDC's found no conflicts.

Finding: Complies.

# 3. Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether such changes support or work against the proposed change in land use policy.

*Analysis* See Sections "A", Background; "B", Proposed Changes, and Section "C", Evaluation and Study; of this report. Many corner lots with the RU-1Z zoning have decked

the street side yard. It is difficult to tell how many of those properties did so with the benefit of a permit. Regardless, an appropriate remedy may be to permit some decking to occur, while still providing for pervious and landscaping areas. This ordinance attempts to strike that balance. The proposal appears to have only a minimal impact regarding on site drainage and the ongoing storm water drainage program pursued by the Town appears to implement conservative calculations in designing for storm water runoff capture.

Finding: Complies.

4. Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land use.

*Analysis:* See Sections "A", Background; "B", Proposed Changes, and Section "C", Evaluation and Study; of this report. The proposed ordinance does not change the main permitted use of the property, however it does provide some consideration regarding decking for larger corner lots within RU-1Z districts. There exists decking in the West Lake neighborhood that may or may not have been built with the benefit of permits. The ordinance seeks to find a remedy with the least amount of impact. However, the ordinance would not apply to all RU-1Z properties. As such, it is essential for the Town Council to consider the benefit of approving the ordinance against its limited availability and the overall impact that decision would render.

*Finding:* As determined by the Town Council.

5. Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.

*Analysis:* See Sections "A", Background; "B", Proposed Changes, and Section "C", Evaluation and Study; and Criteria 1, 2, and 4, of this report. If the approval is limited to only corner lots, the impact will likely be minimal to the neighborhoods storm drainage system.

Finding: Complies.

6. Whether, and the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of any groundwater aquifers, wildlife habitats, and vegetative communities.

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

7. Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.

*Analysis:* See Sections "A", Background; "B", Proposed Changes, and Section "C", Evaluation and Study and Criteria 1, 2, and 4, of this report. If the approval is limited to only corner lots, the impact will likely be minimal to the neighborhoods storm drainage system.

Finding: Complies.

#### 8. Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.

*Analysis:* See Sections "A", Background; "B", Proposed Changes, and Section "C", Evaluation and Study and Criteria 1, 2, and 4, of this report. Section "B" provides a full description of the positive and negative effects of the proposal. In summary, if the approval is limited to only corner lots, the impact will likely be minimal to the neighborhoods storm drainage system.

Finding: Complies.

# 9. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of this chapter.

*Analysis:* See Sections "A", Background; "B", Proposed Changes, and Section "C", Evaluation and Study and Criteria 1, 2, and 4, of this report. If approved, it will provide an opportunity for additional decking on corner lots and to bring properties that installed decking without permits to come into compliance.

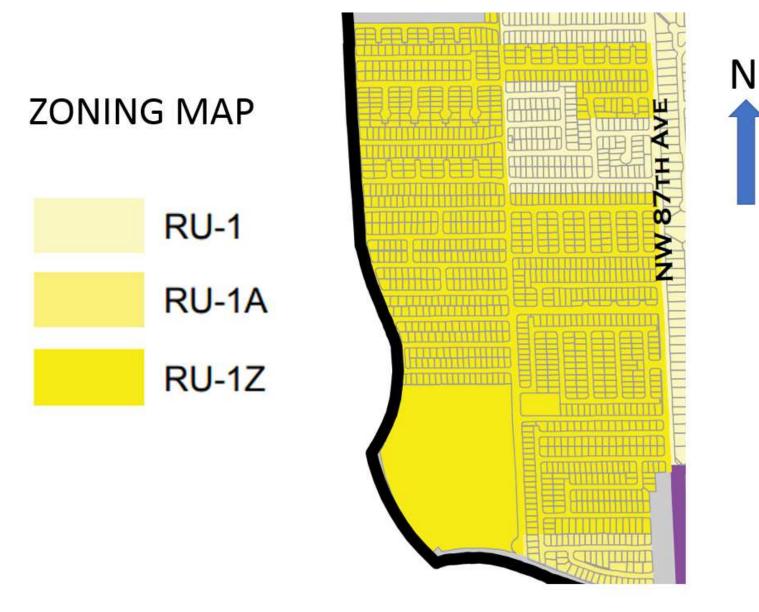
Finding: Complies.

# 10. Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.

*Analysis:* See Sections "A", Background; "B", Proposed Changes, and Section "C", Evaluation and Study; and all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed FLUM amendment is appropriate and consistent with the public interest. The Analysis Section addressed the conditions suggested by the Planning and Zoning Board.

Finding: As determined by the Town Council.

ATTACHMENT A



ATTACHMENT B WEST LAKE MAIN TRUNK LINE (PHASE 1 and 2)



### ATTACHMENT C UPCOMING DRAINAGE PROJECTS WEST LAKE



5

<sup>&</sup>lt;sup>5</sup> "Drainage Report for the design of Miami-Lakes, West" Marlin Engineering, Inc. January 2012.

### ATTACHMENT D WEST LAKE DRAINAGE SITE DATA

Site Development Data (Miami Lakes, West): Part 1

TOWN OF MIAMI LAKES - WEST LAKES DRAINAGE IMPROVEMENTS										
	Perviou	(ACRES)								
	B-1	B-2	B-3	E	D	С				
Private Area	4.9	3.7	3.1	3.2	4.5	3.6				
Pervious Private Area (15%)	0.9	0.7	0.6	0.6	0.8	0.6				
Green Area		0.4	0.3	0.3	0.3	0.3				
Asphalt Plus Concrete	2.0	1.8	1.3	1.5	1.5	1.6				
R/W Area	2.3	2.2	1.6	1.8	1.8	2.0				
Total Area	8.0	6.6	5.3	5.1	7.1	6.2				
Total Pervious	1.2	1.1	0.9	0.8	1.1	1.0				
% Previous	14.5	16.3	16.1	16.1	15.1	15.9				
	15	5.7								

Site Development Data (Miami Lakes, West) Part: 2

		DF MIAMI LAKES - WEST LAKES DRAINAGE IMPROVEMENTS Elevation Analysis of West Lakes B,C,D and E									
	B-1 B-2 B-3 E D C										
Ave. edeg of Pavement	6.50	6.94	6.93	6.88	7.28	6.65					
Min. Road CL elevation	6.17	6.60	6.76	6.91	6.78	6.34					
Avg. Road CL elevation	6.89	7.21	7.18	7.25	7.48	7.08					
Max. Road CL elevation	7.39	7.80	7.75	7.85	8.02	7.67					
Min. FFE elevation	6.84	7.27	7.43	7.58	7.45	7.01					
Avg. FFE elevation	7.56	7.88	7.85	7.92	8.15	7.75					
Max. FFE elevation	8.06	8.47	8.42	8.52	8.69	8.34					

Note : It is assumed Finish Floor Elevation (FFE)= Road CL ele. + 8"

6

<sup>&</sup>lt;sup>6</sup> "Drainage Report for the design of Miami-Lakes, West" Marlin Engineering, Inc. January 2012.



### Town of Miami Lakes Memorandum

To:Honorable Mayor and CouncilmembersFrom:Alex Rey, Town ManagerSubject:Community HomesDate:10/2/2018

#### **Recommendation:**

Staff recommends approval of the ordinance establishing regulations for community homes in residential districts.

#### **Background:**

On June 5, 2018, the Town Council directed the Town Attorney to explore amendments to the Town Code that would articulate a procedure to adequately provide for community homes in residential districts. Examination of the code yielded insufficient language regarding the protection of disabled individuals residing in community homes, as well as minimum housing standards for all residential properties. While the Fair Housing Act as amended (42 U.S.C. §3601) and American with Disabilities Act (42 U.S.C. ch. 126 § 12101 et seq) provide protections for persons with disabilities and prohibit housing discrimination of disabled individuals, it is important that the Town's Land Use Code reflect these protections and, at the same time, ensure that appropriate provisions exist to ensure that disabled individuals can benefit from residence and rehabilitation in community residences that function as families, in order to achieve normalization and community integration. A close examination of the Code found four deficiencies that needed to be addressed. The first related to a lack of language requiring certification or licensing of community residences by the appropriate agencies. The second related to lack of reasonable minimum housing standards, that can prevent overcrowding of residences. The third deficiency was the provisions did not provide for minimum distance separation between community residences to prevent clustering. And third, the LDC lacked provision for reasonable accommodations as well as conditional use standards for the successful establishment of community homes in residential neighborhoods. Language requiring registration of Community Residences was added as well, in order to ensure that the town can establish whether all previously mentioned requirements are satisfactorily met.

#### **ATTACHMENTS:**

Description Ordinance Community Homes Staff Report **Delray Beach Study** 

#### ORDINANCE NO. 18-\_\_\_\_

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO COMMUNITY RESIDENCES; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT **ARTICLE VI, "ZONING DISTRICT REGULATIONS", PROVIDING FOR** FINDINGS OF FACT, INTENT AND PURPOSE; PROVIDING **DEFINITIONS FOR** TERMS; PROVIDING MINIMUM HOUSING **STANDARDS**; ALLOWING COMMUNITY HOMES IN ALL **RESIDENTIAL DISTRICTS; PROVIDING FOR REGISTRATION OF** COMMUNITY HOMES; PROVIDING FOR RENEWAL AS WELL AS TERMINATION OF **REGISTRATIONS;** PROVIDING FOR **CERTIFICATION OR LICENSING REQUIREMENTS; PROVIDING FOR** COMPLIANCE BY EXISTING BUT UNREGISTERED COMMUNITY **RESIDENCES: PROVIDING FOR APPLICATION REQUIREMENTS:** PROVIDING FOR DISTANCE SEPARATION; PROVIDING FOR **REASONABLE ACCOMODATIONS; PROVIDING FOR CONDITIONAL USE PERMITS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO** THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Community Housing is a necessary and significant component in the recovery of

individuals with disabilities; and

WHEREAS, the Fair Housing Act as amended (42 U.S.C § 3601) provides protections for person

with disabilities; and

WHEREAS, the Fair Housing Act does not preempt local zoning laws or preclude the adoption, amendment, or enforcement of zoning regulations by the Town of Miami Lakes pursuant to its local police powers as long as the zoning regulations are consistent with state and federal laws, including the Fair Housing Act as amended; and

**WHEREAS,** On June 5, 2018 the Town Council of the Town of Miami Lakes directed the Town Attorney to explore the options to provide for the regulation of community residences, being those residences not licensed by the state of Florida that provide a residential environment conducive to rehabilitation for persons with disabilities.

WHEREAS, on September 18, 2018 at a publicly advertised workshop, staff presented a recommendation to the Town Council regarding the implementation of standards and definitions that may be adopted into the Code to regulate Community Residences with the purpose of ensuring the

protection of the Community Residence residents from the adverse effects of clustering, overcrowding, and other potentially exploitive circumstances; and

WHEREAS, the amendment at Exhibit "A" is reflective of the Town Council's desire as expressed at the September 18, 2018, workshop; and

WHEREAS, clustering of community residences for people with disabilities on a block or in a neighborhood undermines the ability of community residences to achieve normalization and community integration for their residents, which is one of the essential purposes of a community residence for people with disabilities; and

WHEREAS, reasonable zoning regulations may be enacted to ensure the community residences are sited in residential zoning districts consistent with federal and state law by allowing a community residence for people with disabilities as a permitted or conditional use in residential districts, subject to a rationally based spacing distance requirement and a licensing or certification requirement for the operator of the community residence; and

WHEREAS, by amending its zoning regulations with requirements including rationally based distancing regulations, certification or licensing requirements, rationally based distinctions between transitional and family community residences and the numbers of residents therein, and including a reasonable accommodation process, the Town makes the reasonable accommodations that the Fair Housing Act requires and preserves the ability of community residences for people with disabilities to emulate a family and achieve normalization and community integration of their residents; and

WHEREAS, the Town Council appointed the Planning and Zoning Board as the Local Planning Agency (LPA) for the Town pursuant to Section 163.3174, Florida Statutes; and

WHEREAS, on \_\_\_\_\_\_, 2018, after conducting a properly noticed public hearing, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, acted in accordance with state law, and in specific compliance with Section 163.3174, Florida Statutes and reviewed and recommended approval to the Miami Lakes Town Council; and

WHEREAS, on \_\_\_\_\_\_, 2018, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official; the Town Council moved the proposed amendment on first reading for second reading and consideration of adoption; and

WHEREAS, the Town Council finds that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for evaluation of an amendment to the Land Development Code found in Subsection 13-306(b) of the Town Code; and

**WHEREAS**, on \_\_\_\_\_\_, 2018, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official, the Town Council finds it in the public interest to adopt the proposed ordinance.

### NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, HEREBY ORDAINS AS FOLLOWS.

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

**Section 2. Findings.** After considering Staff's report, both submitted in writing and presented orally and the public comment, the Town Council finds that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for an amendment to the Land Development Code pursuant to Subsection 13-306(b) of the Town Code, as provided for in the Staff Recommendation and Analysis Report.

Section 3. Approval. The Town Council hereby adopts the amendment as provided at Exhibit "A," and as incorporated herein.

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.

Ordinance No. 18-\_\_\_\_ Page 4 of 19

**Section 5. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall be included in the Town Code.

Section 7. Effective date. This Ordinance shall become effective immediately upon adoption.

#### THIS SPACE INTENTIONAL LEFT BLANK

Ordinance No. 18-\_\_\_\_ Page **5** of **19** 

#### FIRST READING

The foregoing ordinance was offered by Councilmember \_\_\_\_\_\_ who moved its adoption on first reading. The motion was seconded by Councilmember \_\_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	
Vice Mayor Frank Mingo	
Councilmember Luis Collazo	
Councilmember Tim Daubert	
Councilmember Ceasar Mestre	
Councilmember Nelson Rodriguez	
Councilmember Marilyn Ruano	

Passed on first reading this \_\_\_\_\_ day of October, 2018.

#### [THIS SPACE INTENTIALLY LEFT BLANK]

Ordinance No. 18-\_\_\_\_ Page **6** of **19** 

#### SECOND READING

The foregoing ordinance was offered by Councilmember \_\_\_\_\_\_ who moved its adoption on second reading. The motion was seconded by Councilmember \_\_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid \_\_\_\_\_\_ Vice Mayor Frank Mingo \_\_\_\_\_\_ Councilmember Luis Collazo \_\_\_\_\_\_ Councilmember Tim Daubert \_\_\_\_\_ Councilmember Ceasar Mestre \_\_\_\_\_ Councilmember Nelson Rodriguez \_\_\_\_\_ Councilmember Marilyn Ruano \_\_\_\_\_

Passed and adopted on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Manny Cid MAYOR

Attest:

Gina Inguanzo TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr. Gastesi & Associates, P.A. TOWN ATTORNEY Ordinance No. 18-\_\_\_\_ Page 7 of 19

#### EXHIBIT A

#### **CHAPTER 13 LAND DEVELOPMENT CODE**

\* \* \*

**ARTICLE IV. – ZONING DISTRICT REGULATIONS** 

\* \* \*

DIVISION 2. - SINGLE-FAMILY AND TWO-FAMILY RESIDENTIAL DISTRICTS RU-1, RU-1A, RU-1B, RU-1Z AND RU-2

\* \* \*

13-422. - Main permitted uses.

(a) RU-1, RU-1A, RU-1B, RU-1Z. Main permitted uses are as follows:

\* \* \*

(2) A group home, which otherwise meets the definition of a community residential home, shall be permitted in a dwelling unit subject to the requirements of F.S. § 419.001 and provided that the total number of resident clients on the premises shall not exceed six in number.
 \* \* \*

#### DIVISION 4. - RM-13 LOW DENSITY RESIDENTIAL DISTRICT (RU-3M)

#### 13-462. - Permitted uses.

No land, body of water or structure shall be used or permitted to be used, and no structure shall be hereafter erected, constructed, moved or reconstructed, structurally altered or maintained for any purpose in an RM-13 District which is designed, arranged or intended to be used or occupied for any purpose, except for one of the following uses:

\* \*

(3) A community residential home subject to the requirements of F.S. § 419.001.

#### 13-463. - Conditional uses.

Conditional uses are as follows:

(1) Congregate living facilities, foster homes, group homes not otherwise meeting the definition of community residential home, nursing homes, religious institutions, small scale public facilities and utilities.

#### \* \* \*

#### DIVISION 5. - RM-23 LOW MEDIUM DENSITY RESIDENTIAL DISTRICT (RU-4L)

\* \* \*

#### 13-482. - Permitted uses.

No land, body of water or structure shall be used, or permitted to be used, and no structure shall be hereafter erected, constructed, moved or reconstructed, structurally altered or maintained for any purpose in a RM-23 District which is designed, arranged or intended to be used or occupied for any purpose, except for one of the following uses:

\* \* \*

(3) A community residential home subject to the requirements of F.S. § 419.001.

#### 13-483. - Conditional uses.

Conditional uses are as follows:

(1) Congregate living facilities, foster homes, group homes, not otherwise meeting the definition of community residential home, nursing homes, religious institutions, small scale public facilities and utilities.

\* \* \*

#### **DIVISION 6. - RM-36 MEDIUM DENSITY RESIDENTIAL DISTRICT (RU-4M)**

\* \* \*

#### 13-502. - Permitted uses.

No land, body of water or structure shall be used, or permitted to be used and no structures shall be hereafter erected, constructed, moved or reconstructed, structurally altered or maintained for any purpose in a RM-36 District which is designed, arranged or intended to be used or occupied for any purpose, except for one of the following uses:

(3) A community residential home subject to the requirements of F.S. § 419.001.

#### 13-503. - Conditional uses.

Conditional uses are as follows:

(1) Congregate living facilities, foster homes, group homes, not otherwise meeting the definition of community residential home, nursing homes, religious institutions, small scale public facilities and utilities.

\* \* \*

#### DIVISION 7. - RM-50 HIGH DENSITY RESIDENTIAL DISTRICT (RU-4)

\* \* \*

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• 13-522. - Permitted uses.

No land, body of water or structure shall be used, or permitted to be used, and no structure shall be hereafter erected, constructed, moved or reconstructed, structurally altered or maintained for any purpose in an RM-50 High Density Residential District, which is designed, arranged or intended to be used or occupied for any purpose, except for one of the following uses:

\* \* \*

(3) A community residential home subject to the requirements of F.S. § 419.001.

13-523. - Conditional uses.

Conditional uses are as follows:

(1) Congregate living facilities, foster homes, group homes, not otherwise meeting the definition of community residential home, nursing homes, religious institutions, small scale public facilities and utilities.

\* \* \*

#### **DIVISION 10. - AU AGRICULTURAL DISTRICT**

\* \* \*

#### 13-584. - Permitted uses.

No land, body of water and/or structure shall be maintained, used or permitted to be used, and no structure shall be hereafter maintained, erected, constructed, moved, reconstructed or structurally altered or be permitted to be erected, constructed, moved, reconstructed or structurally altered for any purpose in an AU District which is designed, arranged, or intended to be used or occupied for any purpose other than the following:

\* \* \*

(12) A group home, which otherwise meets the definition of a community residential home, shall be permitted in a dwelling unit subject to the requirements of F.S. § 419.001 and provided that the total number of resident clients on the premises does not exceed six in number.

\* \* \*

#### **DIVISION 20. - BUSINESS, COMMERCIAL AND INDUSTRIAL DISTRICT MASTER LIST**

\* \* \*

#### 13-748. - Business, Commercial and Industrial Use Master List.

Use	RO- 13	RO- 50	BU- 1	BU- 1A	BU- 2	BU- 3	IU- 1	IU- 2	IU- 3	IU-C	ТС	*Add'l Regs

				*	*	*						
Community residential home (subject to the requirements of F.S 419.001	₽	₽									₽/C	<del>§ 13-</del> <del>799.6*</del>
* * *												

#### DIVISION 21. - ADDITIONAL BUSINESS, COMMERCIAL, INDUSTRIAL AND OTHER USE REGULATIONS

#### 13-799.6. (Reserved) Community Residential Homes in the TC District.

- (a) A community residential home of six or fewer residents shall be a use permitted by right in the TC District, subject to the requirements of F.S. § 419.001.
- (b) A community residential home of between seven and fourteen residents shall be a conditional use in the TC District, subject to the requirements of F.S. § 419.001.

\* \* \*

#### **DIVISON 25. – GU INTERIM DISTRICT**

#### \* \* \*

### 13-764. Group homes. COMMUNITY RESIDENTIAL HOMES (ALFS), RECOVERY RESIDENCES, AND REASONABLE ACCOMMODATIONS,

A group home shall be permitted in a dwelling unit provided:

(a) That the total number of resident clients on the premises not exceed six in number.

- (b) That the operation of the facility be licensed by the State of Florida Department of Health and Rehabilitative Services and that said Department or sponsoring agency promptly notify the Director of said licensure no later than the time of home occupancy.
- (c) That the structure used for a group home shall be located at least 1,000 feet from another existing, unabandoned legally established group home. The 1,000 foot distance requirement shall be measured by following a straight line from the nearest portion of the structure of the proposed use to the nearest portion of the structure of the existing use.

#### 13-764.1 - Community Residences

(a) Applicability. All community residences of three (3) or more unrelated persons with or without disabilities, whether Family Community Residences or Transitional Community Residences, as defined in subsection (d) below, prior to occupancy or construction, must register the with the Town, using a

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form provided by the Town, in order to determine whether the proposed community residence is a permitted use or requires a conditional use permit, to determine the maximum number of occupants allowed under city code provisions that apply to all residential uses, and to identify whether any further reasonable accommodation is needed in accordance with section 13-902, "Reasonable Accommodation Procedures" of the LDC. Legal nonconforming community residences existing at the date of the adoption of this subsection shall be allowed to continue without regard to distance limitations and without the necessity to obtain a conditional use permit but shall have sixty (60) days to register and obtain certification. Legal nonconforming community residence uses and structures shall be subject thereafter to the nonconformity provisions of these LDCs.

- (b) Generally. Community residences may locate in residential zoning districts as a permitted use, or with a Conditional Use Permit, or with a reasonable accommodation approval, in accordance with the following and in compliance with these LDCs. All community residences of three (3) or more unrelated persons shall be required to be licensed as a community residence by a state of Florida licensing agency or certified by a state of Florida credentialing agency authorized under Section 397.487, Florida Statutes, unless they are recognized or sanctioned by Congress. If the State of Florida does not offer a license or certification for the proposed kind of community residence and the population it would serve, the applicant must obtain a reasonable accommodation approval pursuant to the standards of section <u>13-902.</u>
- (c) Approvals.
  - (1) Community residences of fewer than three (3) residents are considered a family as defined in the subsection (d) below and are allowed as of right wherever a family can be housed.
  - (2) Community residences with more than ten (10) residents require a reasonable accommodation approval pursuant to the standards of section 13-901.
  - (3) Family Community Residences and Transitional Community Residences are permitted based on distance separation as follows:
    - a. Family Community Residence.
      - 1. Family community residences with between three (3) and ten (10) residents and located less than one thousand (1,000) feet from another community residence, or from a community residential home as defined by Section 419.001(1)(a), Florida Statutes, when measured from the closest point of the property line of the proposed community residence to the closest point of the property line of the nearest existing community residence or community residential home, may be permitted within all residential zoning districts subject to conditional use requirements.
      - 2. Family community residences with between three (3) and ten (10) residents and located at least one thousand (1,000) feet from a community residence, or from a community residential home as defined by Section 419.001(1)(a), Florida Statutes, when measured from the closest point of the property line of the proposed community residence to the closest point of the property line of the nearest existing community residence or community residential home, are permitted in any residential zoning district.
    - b. Transitional Community Residence:
      - 1. Transitional community residences with between three (3) and (10) residents located at least one thousand (1,000) feet from a community residence, or from a community residential home as defined by Section 419.001(1)(a), Florida Statutes, when measured
    - Additions to the text are shown in <u>underlined</u>; deletions from the text are shown in <del>strikethrough</del>. Omitted portions of this ordinance are shown as "\* \* \*".

from the closest point of the property line of the proposed community residence to the closest point of the property line of the nearest existing community residence or community residential home, may be permitted within single family residential zoning districts subject to conditional use requirements.

- 2. Transitional community residences with between three (3) and ten (10) residents located less than one thousand (1,000) feet from a community residence, or from a community residential home as defined by Section 419.001(1)(a). Florida Statutes, when measured from the closest point of the property line of the proposed community residence to the closest point of the property line of the nearest existing community residence or community residential home, may be permitted within all residential zoning districts subject to conditional use requirements.
- 3. Transitional community residences with between three (3) and ten (10) residents and located at least one thousand (1,000) feet from a community residence, or from a community residential home as defined by Section 419.001(1)(a), Florida Statutes, when measured from the closest point of the property line of the proposed community residence to the closest point of the property line of the nearest existing community residence or community residential home, are permitted in all multifamily zoned property.
- (d) Definitions. For the purpose of this Division, the following terms and phrases shall be defined as provided below.

*Community residence.* Except as required by state law, a community residence is a residential living arrangement for unrelated individuals with disabilities living as a single functional family in a single dwelling unit who are in need of the mutual support furnished by other residents of the community residence as well as the support services, if any, provided by the staff of the community residence. Residents may be self-governing or supervised by a sponsoring entity or its staff, which provides habilitative or rehabilitative services, related to the residents' disabilities. A community residence seeks to emulate a biological family to normalize its residents and integrate them into the surrounding community. Its primary purpose is to provide shelter in a family–like environment; treatment is incidental as in any home. Supportive interrelationships between residents are an essential component. A community residence may be either a Family community residence or a Transitional community residence.

A community residence shall be considered a residential use of property for purposes of all zoning, building, and property maintenance codes. The term does not include any other group living arrangement for unrelated individuals who are not disabled nor residential facilities for prison pre-parolees or sex offenders. Community residences do not include community residential homes that are defined in section 419.001(1)(a), Florida Statutes and licensed by the Florida Agency for Persons with Disabilities, the Florida Department of Elderly Affairs, the Florida Agency for Health Care Administration, and the Florida Department of Children and Families. They do include functional family sober living arrangements also known as recovery residences certified by the state of Florida's designated credentialing entity established under Section 397.487 of the Florida Statutes.

*Disability.* A physical or mental impairment that substantially limits one or more of an individual's major life activities, impairs an individual's ability to live independently, having a record of such an impairment, or being regarded as having such an impairment. People with disabilities do not include individuals who are currently using alcohol, illegal drugs, or using legal drugs to which they are addicted, or individuals who constitute a direct threat to the health and safety of others.

*Family.* One (1) or more persons living together and interrelated by bonds of consanguinity, marriage or legal adoption, or a group of persons up to two (2) in number who are not so interrelated, occupying the whole or part of a dwelling as a single housekeeping unit, supplied with a kitchen or facilities for doing their own cooking on the premises, and who share common living facilities. Any person under the age of 18 years whose legal custody has been awarded to the State Department of Health and Rehabilitative Services or to a child-placing agency licensed by the Department, or who is otherwise considered to be a foster child under the laws of the state, and who is placed in foster care with a family, shall be deemed to be related to and a member of the family for the purposes of this definition. A family does not include residents of any nursing home; club; boarding or lodging house; dormitory; fraternity; sorority; or group of individuals whose association is seasonal or similar in nature to a resort, motel, hotel, boarding or lodging house.

*Family Community Residence*. A family community residence is a type of community residence that is a relatively permanent living arrangement for more than three (3) unrelated people with disabilities with no limit on how long a resident may live in the home. The length of tenancy is measured in years. Oxford House is an example of a family community residence. A family community residence may be certified as a recovery residence by the state of Florida's designated credentialing entity established under Section 397.487 of the Florida Statutes, but does not include a community residential home as defined under section 419.001(1)(a), Florida Statutes and licensed by the State of Florida.

Oxford House. A self-governed community residence for people in recovery that is part of Oxford House, Inc. An Oxford House places no time limit on residency, operates as a democratic system and utilizes selfsupport to pay all the household expenses. Sanctioned by Congress, each Oxford House is operated in accord with the Oxford House Manual© and is subject to annual inspections which serve as the functional equivalent of the certification or licensing of community residences required by these Unified Land Development Regulations.

*Reasonable accommodation request.* A request pursuant to the LDC for a case specific modification of the LDC so that a person with a disability will have an equal opportunity to use and enjoy a dwelling unit.

*Transitional community residence*. A transitional community residence is a type of community residence that is a temporary living arrangement for more than three unrelated people with disabilities with a limit on length of tenancy that is measured in weeks or months, not years. The residents in a transitional community residence do not typically, but may as conditioned under a reasonable accommodation approval, operate as a single functional family. A transitional community residence may be certified as a recovery residence by the state of Florida's designated credentialing entity established under Section 397.487 of the Florida

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Statutes, but does not include a community residential home as defined under section 419.001(1)(a), Florida Statutes and licensed by the State of Florida.

#### 764.2. Community Residences Conditional Use Permit Requirements.

- (a) Conditional Use Permit for Community Residences. In conjunction with section 13-303 of the LDC, the purpose of this section is to provide narrowly-tailored standards for determining whether to grant a conditional use permit as a form of reasonable accommodation to ensure that the community residences required to obtain a conditional use permit will:
  - (1) Be located a sufficient distance from any existing community residences so that the proposed community residence does not lessen nor interfere with the normalization and community integration of the residents of existing community residences or combine with any existing community residences to contribute to the creation or intensification of a de facto social service district.
  - (2) Operate as a functional family (also known as emulating a biological family) that fosters normalization and community integration of its residents, and
  - (3) Operate in a manner consistent with the protections afforded by the State of Florida's licensing or certification standards for community residences serving individuals with disabilities similar to those of the proposed community residence in order to protect the residents of the proposed community residence from abuse, exploitation, fraud, theft, insufficient support, use of illegal drugs or alcohol, and misuse of prescription medications.
- (b) Standards for Awarding a Conditional Use Permit for Family Community Residence and Transitional Community Residence of three (3) to ten (10) residents. A conditional use permit may be issued only if the proposed family community residence or proposed transitional community residence meets the following standards, in addition to the conditional use standards of section 13-303:
  - (1) When the proposed family community residence or a transitional community residence is required to obtain a conditional use permit because it would be located within one thousand (1,000) linear feet of an existing community residence.
    - a. The applicant demonstrates that the proposed community residence will not interfere with the normalization and community integration of the residents of any existing community residence and that the presence of other community residences will not interfere with the normalization and community integration of the residents of the proposed community residence, and
    - b. The applicant demonstrates that the proposed community residence in combination with any existing community residences will not alter the residential character of the surrounding neighborhood by creating an institutional atmosphere or by creating or intensifying a de facto social service district by concentrating community residences on a block or in a neighborhood.
  - (2) When the proposed transitional community residence is a conditional use in a single family zoning district,
    - a. The applicant demonstrates that the proposed transitional community residence will not interfere with the normalization and community integration of the residents of any existing community residence and that the presence of other community residences will not interfere with the normalization and community integration of the residents of the proposed community residence, and
    - b. The applicant demonstrates that the proposed transitional community residence in combination
    - Additions to the text are shown in <u>underlined</u>; deletions from the text are shown in <del>strikethrough</del>. Omitted portions of this ordinance are shown as "\* \* \*".

with any existing community residences will not alter the residential character of the surrounding neighborhood by creating an institutional atmosphere or by creating or intensifying a de facto social service district by concentrating community residences on a block or in a neighborhood, and

- c. The applicant demonstrates that the proposed transitional community residence will be compatible with the residential uses allowed as of right in the zoning district, and
- d. The applicant demonstrates that the proposed transitional community residence will not alter the residential stability of the single-family zoning district.
- (c) Standards for Awarding a Reasonable Accommodation/conditional use for Community Residence with more than ten (10) residents. To establish a community residence for more than ten (10) individuals with disabilities, the applicant shall submit a Request for Reasonable Accommodation in accordance with the procedures of section 13-902 of these LDCs. In all cases the Special Magistrate shall make findings of fact in support of all determinations and shall render the decision in writing. To grant a Reasonable Accommodation to allow more than ten (10) occupants in a community residence, the Special Magistrate shall affirmatively find compliance with the conditional use standards of section 13-303 of the LDC, the reasonable accommodation standards promulgated in section 13-303 of the LDC, and the following:
  - (1) The applicant specifies by how many individuals it wishes to exceed the maximum of ten (10) residents and adequately demonstrates the financial or therapeutic need to house the proposed number of residents; and
  - (2) The applicant demonstrates that the primary function of the proposed community residence is residential where any treatment is merely incidental to the residential use of the property; and
  - (3) The applicant demonstrates that it will ensure that the proposed community residence emulates a biological family and operates as a functional family rather than as an institution, boarding house, nursing home, short term vacation rental, continuing care facility, motel, hotel, treatment center, rehabilitation center, or a nonresidential use, and
  - (4) The applicant demonstrates that the requested number of residents in the proposed community residence will not interfere with the normalization and community integration of the occupants of any existing community residence.
- (d) Community Residence for which the State of Florida does not offer a license or certification. To establish a community residence of more than three (3) persons for which the State of Florida does not offer a license or certification, the applicant must meet the standards for the similar proposed size and type of community residence in 13-901(b) or (c), as applicable, in addition to the reasonable accommodation standards promulgated in section 13-902 of the LDC. The Special Magistrate shall make findings of fact in support of all determinations and shall render the decision in writing.
- (e). *Fees.* The fee for consideration of a conditional use permit under this section shall be pursuant to Aticle <u>XI of the LDC.</u>
- (f) *Termination of Conditional Use Permit.* A community residence or its operator that loses its license or certification must cease operations and vacate the property within 60 days of the date on which its licensing or certification was discontinued or the date required by state law, whichever is less.

#### 764.3. Reasonable Accommodation Procedure

(a) *Purpose*. The purpose of this subsection is to implement a procedure for processing requests for reasonable accommodation for housing to the Town's LDC, for persons with disabilities as provided

Additions to the text are shown in <u>underlined</u>; deletions from the text are shown in <del>strikethrough</del>. Omitted portions of this ordinance are shown as "\* \* \*".

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by the federal Fair Housing Amendments Act (42 U.S.C. 3601, et. seq.) ("FHA") and Title II of the Americans with Disabilities Amendments Act (42 U.S.C. Section 12131, et. seq.) ("ADA"). For purposes of this section, a "disabled" person is an individual that qualifies as disabled or handicapped under the FHA or ADA. Any person who is disabled (or qualifying entities) may request a reasonable accommodation for housing with respect to the Town's LDC, as provided by the FHA and the ADA, pursuant to the procedures set out in this section.

- (b) Notice to the public of availability of accommodation. The Town shall display a notice on the City's public notice bulletin board (and shall maintain copies available for review in the Department of Sustainable Development and the Town Clerk's Office), advising the public that disabled individuals (and qualifying entities) may request a reasonable accommodation as provided herein.
- (c) Application. A request for reasonable accommodation shall be submitted on a zoning application form maintained by and submitted to the Town and shall include a supplemental application form particular to such requests.
  - (1) Confidential information. Should the information provided by the disabled individual to the Town include medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled individual, such individual may, at the time of submitting such medical information, request that the Town, to the extent allowed by law, treat such medical information as confidential information of the disabled individual. The Town shall thereafter endeavor to provide written notice to the disabled individual, or their representative, of any request received by the town for disclosure of the medical information or documentation which the disabled individual has previously requested be treated as confidential by the Town. The Town will cooperate with the disabled individual, to the extent allowed by law, in actions initiated by such individual to oppose the disclosure of such medical information or documentation, but the Town shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the disabled individual.
  - (2) Fee. There shall be no fee imposed by the Town in connection with an administrative conditional use request for reasonable accommodation under this section. Request requiring Public hearing shall pay the required fees and deposits as provided at Chapter 13, Article XI, of the Land Development Code. The Town shall have no obligation to pay a requesting party's attorney's fees or costs in connection with the request.
  - (3) Town assistance. The Town shall provide such assistance and accommodation as is required pursuant to FHA and ADA in connection with a disabled person's request for reasonable accommodation, including, without limitation, assistance with reading application questions, responding to questions, completing the form, and appearing at a hearing, etc., to ensure the process is accessible.
  - (4) Supplemental application form. The following information shall be included on the the supplemental application form.
    - a. Name and contact information of the Applicant;
    - b. Information regarding property at which reasonable accommodation is requested, including the address and legal description of such location as well as ownership of the subject property;
    - Additions to the text are shown in <u>underlined</u>; deletions from the text are shown in <del>strikethrough</del>. Omitted portions of this ordinance are shown as "\* \* \*".

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- c. Describe the accommodation and the specific regulation(s) or procedure(s) from which accommodation is sought;
- d. Reasons the accommodation may be necessary for the requesting party or the individuals with disabilities seeking the specific accommodation, and if relating to housing, why the requested reasonable accommodation is necessary to use and enjoy the housing;
- e. Describe qualifying disability or handicap;
- <u>f.</u> Other relevant information pertaining to the disability or property that may be needed by the City in order for it to be able to evaluate the request for reasonable accommodation;
- g. All certified recovery residences must provide proof of satisfactory, fire, safety, and health inspections as required by Section 397.487, Fla. Stats., as amended from time to time;
- h. Signature of requesting party;
- i. If there will be an on-site supervisor or manager, provide the name and contact information (phone and email) for each;
- j. Date of request;
- k. Owner's consent for application.
- 1. A requesting party who seeks a reasonable accommodation to house more than ten unrelated individuals in a community residence as provided in subsection 13-901(c) shall also complete and submit the form the Town requires of all applications to establish a community residence.
- (d) *Findings for reasonable accommodation*. In lieu of the criteria for conditional uses at Section 13-303(b)(3) a reasonable accommodation request shall be granted or denied upon a determination that the requesting party establishes that he/she or the residents of the housing for which this request is made are protected under the FHA or ADA by demonstrating that he/she or the residents of the proposed housing are people with disabilities, at section 13-900(d).
  - (1) The requesting party shall demonstrate that the proposed reasonable accommodations sought are reasonable and necessary to afford the subject individual(s) with disabilities an equal opportunity to use and enjoy the housing that is the subject of the request. The following factors shall be considered, among other relevant factors including judicial interpretation of disability law:
    - a. The disabled individuals shall establish that they are handicapped or disabled, as defined in the FHA or ADA, and therefore entitled to protection under the FHA or ADA, such that they have a physical or mental impairment which substantially limits one or more major life activities; or that they have a record of having such impairment, or that they are regarded as having such impairment.
    - b. If a request for reasonable accommodation is submitted by an operator of a residence that provides housing to disabled individuals, the operator shall be required to establish that the operator is qualified to provide such housing to disabled individuals.
    - c. The requesting party shall demonstrate that the requested accommodation is both reasonable and necessary (as interpreted by the courts) to afford the disabled individuals served by the housing an equal opportunity to use and enjoy the housing, including that the proposed accommodation is therapeutically necessary and actually alleviates the effects of a handicap or disability, with a site-specific assessment in regard to the particular property in that regard.
    - d. The requesting party shall demonstrate that the proposed accommodation does not constitute a fundamental alteration of the City's zoning scheme or other Town program or policies, and that it does not impose an undue financial or administrative burden on the Town.
    - Additions to the text are shown in <u>underlined</u>; deletions from the text are shown in <del>strikethrough</del>. Omitted portions of this ordinance are shown as "\* \* \*".

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- (2) A request for reasonable accommodation to permit more than ten (10) unrelated individuals to occupy a community residence shall be granted only when the requesting party also meets the applicable standards for community residences in subsection 13-901(c) of the LDC. In this case, the process will involve the Special Magistrate.
- (3) A request for reasonable accommodation to permit a community residence for more than three disabled individuals for which there is no license or certification available shall also meet the standards for the similar proposed size and type of community resident in subsection 13-901(b) or (c), as applicable. In this case, the process will involve the Special Magistrate. In addition, the applicant must demonstrate that the proposed community residence will be operated in a manner effectively similar to that of a licensed or certified community residence, that the staff will be adequately trained, that the home will emulate a biological family and be operated to achieve normalization and community integration, and that the rules and practices governing how the home is operated will actually protect residents from abuse, exploitation, fraud, theft, insufficient support, use of illegal drugs or alcohol, and misuse of prescription medications.
- (4) The foregoing shall be the basis for a written decision with findings of fact upon a reasonable accommodation request made to the Special Magistrate.
- (e) Special Magistrate review and decision. When a reasonable accommodation request form has been completed and submitted to the Town, it will be referred to the Special Magistrate for review and consideration. The Special Magistrate shall conduct a noticed public hearing to receive input and information from the public. The Special Magistrate shall thereafter issue a written determination within thirty (30) calendar days of the date of receipt of a completed application and may, in accordance with federal law, (1) grant the accommodation request, (2) grant a portion of the request and deny a portion of the request, or impose conditions upon the grant of the request, or (3) deny the request, in accordance with federal law. Any such denials shall be in writing and shall state the grounds therefore. All written determinations shall give notice of the right to appeal. The notice of determination shall be sent to the requesting party (i.e. the disabled individual or his/her representative) by certified mail, return receipt requested or hand delivery, receipt signed by the recipient. If reasonably necessary to reach a determination on the request for reasonable accommodation, the Special Magistrate may, prior to the end of said thirty (30) calendar day period, request additional information from the requesting party, specifying in sufficient detail what information is required. The requesting party shall have fifteen (15) calendar days after the date of the request for additional information to provide the requested information. In the event a request for additional information is made, the forty five (45) calendar day period to issue a written determination shall no longer be applicable, and the Special Magistrate shall issue a written determination within thirty (30) calendar days after receipt of the additional information. If the requesting party fails to provide the requested additional information within said fifteen (15) calendar day period, the Special Magistrate shall issue a written notice advising that the requesting party had failed to timely submit the additional information and therefore the request for reasonable accommodation shall be deemed abandoned or withdrawn and no further action by the Town with regard to said reasonable accommodation request shall be required.
- (f) Appeal. An appeal from a decision of the Special Magistrate shall be handled exclusively by petition for writ of certiorari within thirty (30) days from the date of filing the written order of the Special Magistrate with the Town Clerk.

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- (g) *Stay of enforcement*. While a request for reasonable accommodation for a community residence, or appeal of a determination of same, is pending before the Town, the Town will not enforce the subject zoning ordinance, rules, policies, and procedures against the requesting or appealing party.
- (h). *Expiration of approvals*. Approvals of requests for reasonable accommodation shall expire within one hundred and eighty (180) days if not implemented.

(i) <u>Recertification</u>. All reasonable accommodation requests approved by the Special Magistrate and implemented by the requesting party pursuant to section 13-902, are valid for no more than one (1) year and shall require annual recertification each year on or before April 1st. Failure to recertify annually shall result in the revocation of the approved reasonable accommodation. Recertification requests shall follow the same requirements and procedures provided in section 13-902, except the recertification notice will be sent annually by regular mail or hand delivered.

ARTICLE VI. - SUPPLEMENTARY REGULATIONS

#### **DIVISION 1. – GENERALLY**

#### Sec. 13-1600. – Minimum Housing Standards.

- No person shall let to another for occupancy, any dwelling or dwelling unit for the purpose of living therein, which does not comply with the following requirements:
- (1) Every dwelling unit shall contain a minimum gross floor area of at least 600 square feet for the first occupant, 100 square feet for each of the next two (2) occupants, and at least 75 square feet for each occupant thereafter. Floor space shall be calculated on the basis of total habitable room area excluding bathrooms and closets.
- (2) Every dwelling unit shall have at least one room of not less than 120 square feet net floor area, every other habitable room, except the kitchen shall have a minimum net floor area of at least 70 square feet. Every room occupied for sleeping purposes by more than one (1) occupant shall have a minimum gross floor area of 75 square feet per occupant. Every room used for sleeping purposes shall have a minimum width of eight (8) feet. Kitchens shall not be used for sleeping purposes. Porches shall not be used as permanent sleeping quarters.
- (3) At least one-half of the floor area of every habitable room having a sloped ceiling shall have a ceiling height of at least seven (7) feet. Any portion of a room having a ceiling height of less than five (5) feet shall not be considered in computing the total floor area of such room.
- (4) No dwelling or dwelling unit containing two (2) or more sleeping rooms shall be so arranged that access to a bathroom, shower room, or water closet compartment intended for use by occupants of more than one (1) sleeping room can be had only by going through another sleeping room or outside the structure, nor shall room arrangements be such that access to a sleeping room can be had only by going through another sleeping room, bathroom, shower room, or water closet compartment.
- (5) No cellar or basement space shall be used as a habitable room or dwelling unit.



Department of Planning, Zoning and Code Compliance 6601 Main Street • Miami Lakes, Florida 33014 Office: (305) 364-6100 • Fax: (305) 558-8511 Website: <u>www.miamilakes-fl.gov</u>

Staff Analysis and Recommendation

To: Honorable Mayor and Members of the Town Council

From: Alex Rey, Town Manager

Subject: Community Homes and Minimum Housing Standards

Date: October 2, 20018

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO COMMUNITY **RESIDENCES;** AMENDING CHAPTER 13. "LAND **DEVELOPMENT CODE", AT ARTICLE VI, "ZONING DISTRICT REGULATIONS", PROVIDING FOR FINDINGS OF FACT, INTENT** AND PURPOSE; PROVIDING DEFINITIONS FOR TERMS; **PROVIDING MINIMUM HOUSING STANDARDS; ALLOWING** COMMUNITY HOMES IN ALL RESIDENTIAL DISTRICTS; **PROVIDING FOR REGISTRATION OF COMMUNITY HOMES; PROVIDING FOR RENEWAL AS WELL AS TERMINATION OF REGISTRATIONS: PROVIDING FOR CERTIFICATION** OR LICENSING REQUIREMENTS; PROVIDING FOR COMPLIANCE BY **EXISTING BUT UNREGISTERED** COMMUNITY **RESIDENCES;** PROVIDING FOR APPLICATION **REOUIREMENTS: PROVIDING FOR DISTANCE SEPARATION:** PROVIDING FOR REASONABLE ACCOMODATIONS; **PROVIDING FOR CONDITIONAL USE PERMITS; PROVIDING** FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR **SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE;** AND PROVIDING FOR AN EFFECTIVE DATE.

#### A. BACKGROUND

On June 5, 2018, the Town Council directed the Town Attorney to explore amendments to the Town Code that would articulate a procedure to adequately provide for community homes in residential districts. Examination of the code yielded insufficient language regarding the protection of disabled individuals residing in community homes, as well as minimum housing standards for all residential properties. While the Fair Housing Act as amended (42 U.S.C. §3601) and American with Disabilities Act (42 U.S.C. ch. 126 § 12101 et seq) provide protections for persons with

disabilities and prohibit housing discrimination of disabled individuals, it is important that the Town's Land Use Code reflect these protections and, at the same time, ensure that appropriate provisions exist to ensure that disabled individuals can benefit from residence and rehabilitation in community residences that function as families, in order to achieve normalization and community integration. A close examination of the Code found four deficiencies that needed to be addressed. The first related to a lack of language requiring certification or licensing of community residences by the appropriate agencies. The second related to lack of reasonable minimum housing standards, that can prevent overcrowding of residences. The third deficiency was the provisions did not provide for minimum distance separation between community residences to prevent clustering. And third, the LDC lacked provision for reasonable accommodations as well as conditional use standards for the successful establishment of community homes in residential neighborhoods. Language requiring registration of Community Residences was added as well, in order to ensure that the town can establish whether all previously mentioned requirements are satisfactorily met.

#### **B. PROPOSED CHANGES**

The following described elements are presented in the same order that they appear in the proposed ordinance.

*Addition of minimum Housing Standards*. The first deficiency of the Town's Code is a lack of housing standards to prevent overcrowding of residential homes and community homes. The proposed amendment adopts standards loosely based on Miami Dade's standards as well as other nearby municipalities, to ensure that all Town of Miami Lakes residents enjoy suitable housing. This amendment properly aligns the LDC with the Housing Element of the Town's Comprehensive Development Master Plan (CDMP).

Adjustment of language throughout Article VI. – Zoning District Regulations. Language in all zoning districts currently allowing residential uses was amended in order to clarify that community residences are an allowed residential use.

*Creation of Division 27.* The rest of the adjustments are achieved via the introduction of Division 27 detailing particulars regarding the need for registration, licensing and/or certification, distance separation, as well as providing for procedures to allow for reasonable accommodations and conditional uses as warranted by the individual circumstances of each community home. The new language also provides procedures for existing homes to come into compliance within 60 days, as well as for loss of certification or license, as required.

#### C. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance allowing community homes in residential districts.

#### D. 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 Section "A", Background and Section "B", Proposed Changes of this report. As presented in Sections "A" and "B", the proposed ordinance provides regulations consistent with State and Federal Law to permit community homes in all districts that allow residential uses. The ordinance also provides for minimum housing standards in order to prevent overcrowding, as well a minimum distance separation to prevent clustering. The ordinance, as proposed conforms to the following policy of CDMP below:

- Policy 3.4.1: Provisions of opportunities for group, assisted living and foster care homes will be provided in residential districts in the Miami Lakes Land Development Code.
- Policy 3.5.1: Within one year of plan adoption, incorporate appropriate architectural and site design regulations to improve the structural and aesthetic qualities of single-family and multi-family units in Miami Lakes.

*Finding:* Complies

# 2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.

*Analysis:* See Section "A", Background and Section "B", Proposed Changes of this report. The proposed ordinance conforms with the Town's LDC's. A review of the LDC's found no conflicts. The amendment brings the Town's code into alignment with Fair Housing Act, American with Disabilities Act and the Town's CDMP.

#### Finding: Complies.

# 3. Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether such changes support or work against the proposed change in land use policy.

*Analysis:* See Section "A", Background and Section "B", Proposed Changes of this report. The current LDC is reflective of changes introduced prior to current case law regarding application of the Fair Housing Act and the American with Disabilities Act to community residences housing individuals with addictions. This update properly aligns the LDC to current application and interpretation of those Acts.

#### 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 Section "A", Background and Section "B", Proposed Changes of this report, and Criteria 1 and 3. The proposed ordinance properly aligns the LDC code with the Town's CDMP.

Finding: Complies.

5. Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

6. Whether, and the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of any groundwater aquifers, wildlife habitats, and vegetative communities.

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

## 7. Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.

*Analysis:* See Section "A", Background and Section "B", Proposed Changes of this report. The proposed ordinance properly aligns the LDC provisions with the Town's CDMP and State and Federal law while also ensuring the Town has at its capacity to ensure the protection of vulnerable populations. The result is increased clarity and appropriate procedures to safeguard the general welfare.

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 Section "A", Background, Section "B", Proposed Changes, and Criterion 7 of this report. Community residences are primarily a residential use and as such are allowed in residential districts.

Finding: Complies.

## 9. Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of this chapter.

*Analysis:* See Section "A", Background, Section "B", Proposed Changes, and Criteria 1, 3, and 7 of this report. No portion of the proposed amendment is in conflict with the existing regulations of the LDC. The proposed ordinance provides an opportunity for to ensure the Town has the capacity to provide services demanded by its residents.

Finding: Complies.

# 10. Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.

*Analysis:* See Summary Section and all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed LDC amendment is appropriate and consistent with the public interest.

Finding: As determined by the Town Council.

Delray Beach, Florida: Principles to Guide Zoning for Community Residences for People With Disabilities



Prepared by Daniel Lauber, AICP

River Forest, Illinois May 2017

### Law Office **Daniel Lauber**

Attorney/Planner: Daniel Lauber, AICP

Published by:

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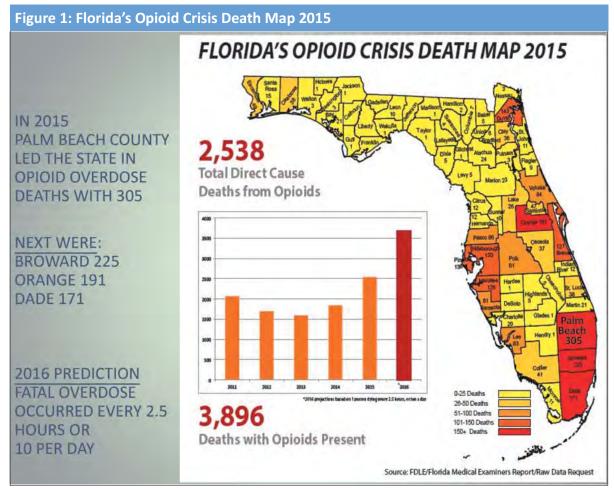
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### Introduction

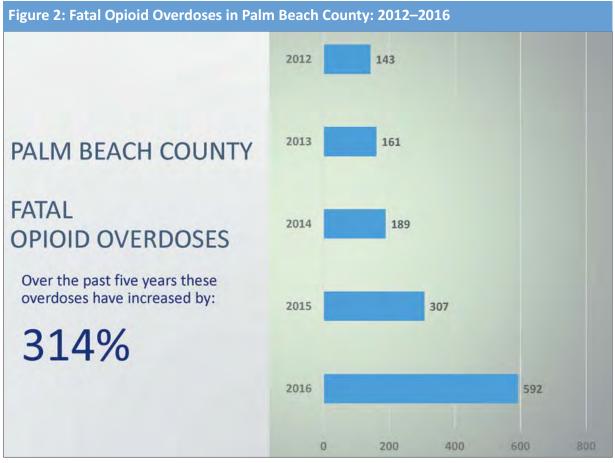
For more than a decade, the United States has been in the midst of an opioid, drug, and alcohol addiction epidemic of unprecedented proportions as it continues to struggle to win the War on Drugs. One of the most essential weapons in the War on Drugs is the sober home, recovery community, or recovery residence. Properly operated and located, these types of community residences offer a supportive family–like living environment of normalization and community integration that leads to long–term, permanent sobriety for most of their residents.

The State of Florida has been experiencing an "Opioid Crisis" with opioids the direct cause of 2,538 deaths in 2015 and present in 3,896 deaths. As the figure below shows, opioid deaths are concentrated in southeast Florida with the most deaths due to opioid overdoses occurring in Palm Beach County.



Source: Palm Beach County, Addressing the Opioid Epidemic: County Staff Report to the Board of County Commissioners (April 4, 2017) 5.

The frequency of fatalities due to opioid overdoes has been accelerating at an alarming rate during the past five years, The number of fatalities in Palm Beach County due to opioid overdoses soared by 314 percent from 2012 through 2016.



Source: Palm Beach County, Addressing the Opioid Epidemic: County Staff Report to the Board of County Commissioners (April 4, 2017) 2.

Sober living homes or recovery communities are a crucial component to achieve long-term recovery and sobriety. Delray Beach, smack dab in the middle of the opioid epidemic, has been "the recovery capital of America," as the newspaper of record put it a decade ago, The *New York Times* reported that "Delray Beach, a funky outpost of sobriety between Fort Lauderdale and West Palm Beach, is the epicenter of the country's largest and most vibrant recovery community, with scores of halfway houses, more than 5,000 people at 12-step meetings each week, recovery radio shows, a recovery motorcycle club and a coffeehouse that boasts its own therapy group.... Delray Beach is in a class by itself, experts say, because of its compact geography and critical mass of recovering addicts who cross paths daily in the shops and bistros along Atlantic Avenue."<sup>1</sup>

<sup>1.</sup> Jane Gross, "In Florida, Addicts Find an Oasis of Sobriety," *New York Times*, Nov. 11, 2007. Available online at http://www.nytimes.com/2007/11/16/us/16recovery.html



As noted on page 23 of this report, there are at least 183 verified recovery residences in Delray Beach plus at least another 64 that are thought to be recovery residences but not confirmed as such. In more than 40 years of working on zoning for community residences for people with disabilities, the author of this study has rarely seen such a large number and intense concentration of community residences of any type in a single town of any size.

As this report explains, clustering community residences — especially recovery residences — on a block and neighborhood reduces their efficacy by obstructing their ability to foster normalization and community integration. For the residents of these homes to achieve long-term sobriety, it is critical to establish regulations and procedures that assure a proper family-like living environment, free of drugs and alcohol, that weed out the incompetent and unethical operators, and protect this vulnerable population from abuse, mistreatment, exploitation, enslavement, and theft.

The Palm Beach County media have been reporting<sup>2</sup> on ongoing criminal investigations of sober living operators. These investigations have found so-called sober homes that allow residents to continue to partake of illegal drugs, patient brokering, enslavement of residents into prostitution, kickbacks, bribery, and other abuses.

In the absence of mandatory state licensing or certification of recovery residences, a key expert estimates that 80 percent of the sober homes in Delray Beach do *not* comply with the minimum standards that the National Alliance of Recovery Communities has published.<sup>3</sup>

This failure to comply with even minimal standards of the recovery industry and the clustering of community residences in Delray Beach may help explain the inability of so many sober living homes in Delray Beach and Palm Beach County to achieve sobriety among their residents and for high recidivism rates. These failures are in contrast to the much lower recidivism rates around the country of residents of certified sober living homes and of homes in the Oxford House network which are subject to the demanding requirements of the Oxford House Charter and an inspection regime Oxford House maintains.<sup>4</sup>

4. L. Jason, M. Davis, and J. Ferrari, The Need for Substance Abuse Aftercare: Longitudinal Analysis of Oxford House, 32 Addictive Behaviors (4), (2007), at 803-818. For additional studies, also see

A sampling of articles: "Kenny Chatman pleads guilty to addiction treatment fraud," mypalmbeachpost.com (March 16, 2017); Christine Stapleton, "Three more sober home operators arrested in Delray Beach," Palm Beach Post (Feb. 27, 2017); Lynda Figueredo, "Two Delray Beach sober home owners arrested for receiving kickback," cbs12.com (Nov. 19, 2016); Pat Beall, "Patient-brokering charges against treatment center CEO ramped up to 95," mypalmbeachpost.com (Dec. 27, 2016).

<sup>3.</sup> Telephone interview with John Lehman, CEO and Board Chair, Florida Association of Recovery Residences (March 24, 2017).

The failure to comply with minimal standards was a focus of a grand jury that the Palm Beach County State Attorney's Office convened to investigate fraud and abuse in the addiction treatment industry. The grand jury reported:<sup>5</sup>

The Grand Jury received evidence from a number of sources that recovery residences operating under nationally recognized standards, such as those created by the National Alliance for Recovery Residences (NARR), are proven to be highly beneficial to recovery. The Florida Association of Recovery Residences (FARR) adopts NARR standards. One owner who has been operating a recovery residence under these standards for over 20 years has reported a 70% success rate in outcomes. The Grand Jury finds that recovery residences operating under these nationally approved standards benefit those in recovery and, in turn, the communities in which they exist.

In contrast, the Grand Jury has seen evidence of horrendous abuses that occur in recovery residences that operate with no standards. For example, some residents were given drugs so that they could go back into detox, some were sexually abused, and others were forced to work in labor pools. There is currently no oversight on these businesses that house this vulnerable class. Even community housing that is a part of a DCF [Department of Children and Families] license has no oversight other than fire code compliance. This has proven to be extremely harmful to patients.

The grand jury reported 484 overdose deaths in Delray Beach in 2016, up from 195 in 2015.<sup>6</sup> It recommended certification and licensure for "commercial recovery housing."<sup>7</sup> For full details on the grand jury's findings and recommendations, readers should see the grand jury's report.<sup>8</sup>

#### 

- 5. Palm Beach Grand Jury in the Circuit Court of the 15th Judicial Circuit In and For Plam Beach County, Florida, *Report on the Proliferation of Fraud and Abuse in Florida's Addiction Treatment industry*, (Dec. 8, 2016) 16–17.
- 6. Ibid. 99-101.
- 7. Ibid. 18. In contrast to the self-run Oxford Houses that adhere to the Oxford House Charter and are subject to inspections by Oxford House, "commercial recovery housing" is operated by a profit-making third party entity, sometimes affiliated with a specific treatment program, complete with supervisory staff like most community residences for people with disabilities. In Florida, as elsewhere, such homes are almost always requried to obtain a license from the state.
- 8. At http://www.trbas.com/media/media/acrobat/2016-12/70154325305400-12132047.pdf.



Office of Substance Abuse and Mental Health, *Recovery Residence Report Fiscal Year 2013–2014 General Appropriations Act*, Florida Department of Children and Families (Oct. 1, 2013), 21–25.

This report explains the basis for text amendments that will be proposed to revise the sections of Delray Beach's Land Development Regulations that govern community residences for people with disabilities. The proposed amendments based on this study will seek to make the reasonable accommodations for community residences for people with disabilities that are necessary to bring the city's zoning into full compliance with national law and sound zoning practices. The recommended zoning approach is based upon a careful review of:

- The functions and needs of community residences and the people with disabilities who live in them
- Sound city planning and zoning principles and policies
- The Fair Housing Amendments Act of 1988 (FHAA) and amended Title VIII of the Civil Rights Act of 1968, 42 U.S.C. Sections 3601–3619 (1982)
- Report No. 100–711 of the House Judiciary Committee interpreting the FHAA amendments (the legislative history)
- The HUD regulations implementing the amendments, 24 C.F.R. Sections 100–121 (January 23, 1989)
- Case law interpreting the 1988 Fair Housing Act amendments relative to community residences for people with disabilities
- Joint Statement of the Department of Housing and Urban Development and the Department of Justice, State and Local Land Use Laws and Practices and the Application of the Fair Housing Act (Nov. 10, 2016)<sup>9</sup>
- Florida state statutes governing local zoning for different types of community residences: Title XXIX Public Health, chapters 393 (Developmental Disabilities), 394 (Mental Health), 397 (Substance Abuse Services), 419 (Community Residential Homes); Title XXX, chapters 429 (Assisted Care Communities — Part 1: Assisted Living Facilities, Part II: Adult Family–Care Homes); and Title XLIV, Chapter 760 (Discrimination in the Treatment of Persons; Minority Representation) (2016)
- Florida state statute establishing voluntary certification of recovery residences: Title XXIX Public Health, chapter 397 (Substance Abuse Services) §397.487 (2016)
- The actual Florida certification standards for recovery residences as promulgated and administered by the certifying entity, the Florida Association of Recovery Residences based on standards established by the National Alliance of Recovery Residences
- The existing provisions of Delray Beach's Land Development Regulations

<sup>9.</sup> At http://www.justice.gov/crt/page/file/909956/download.

# **Community Residences**

Community residences are crucial to achieving the adopted goals of the State of Florida and the United States of America to enable people with disabilities to live as normal a life as possible in the least restrictive living environment. We have made great strides from the days when people with disabilities were warehoused in inappropriate and excessively restrictive institutions, out of sight and out of mind.

People with substantial disabilities often need a living arrangement where they receive staff support to engage in the everyday life activities most of us take for granted. These sorts of living arrangements fall under the broad rubric "community residence" — a term that reflects their *residential nature and family–like living environment* rather than the institutional nature of a nursing home or hospital or the non–family nature of a boarding or lodging house. Their primary use is as a residence or a home like yours and mine, not a treatment center, an institution, nor a boarding house.

One of the core elements of community residences is that they seek to emulate a family in how they function. The staff (or in the case of a recovery community, the officers) function as parents, doing the same things our parents did for us and we do for our children. The residents with disabilities are in the role of the siblings, being taught or retaught the same life skills and social behaviors our parents taught us and we try to teach our children.

Community residences seek to achieve "normalization" of their residents and incorporate them into the social fabric of the surrounding community, often called "community integration." They are operated under the auspices of a legal entity such as a non-profit association, for-profit private care provider, or a government entity.

The number of people who live in a specific community residence tends to depend on its residents' types of disabilities as well as therapeutic and financial needs.<sup>10</sup> Like other cities across the nation, Delray Beach needs to adjust its zoning to enable community residences for people with disabilities to locate in all residential zoning districts as of right, subject to objective conditions via the least drastic means needed to actually achieve a legitimate government interest.

#### Since 1989, the nation's Fair Housing Act has required all cities,

<sup>10.</sup> While the trend for people with developmental disabilities is toward smaller group home households, valid therapeutic and financial reasons lead to community residences for people with mental illness or people in recovery from drug and/or alcohol addiction to typically house eight to 12 residents. However, all community residences must comply with minimum floor area requirements like any other residence. If the local building code or property maintenance code would allow only six people in a house, then six is the maximum number of people who can live in that house whether it's a community residence for people with disabilities or a biological family. *City of Edmonds v. Oxford House* 514 U.S. 725, 115 S.Ct. 1776, 131 L.Ed.2d 801 (1995).



counties, and states to make a "reasonable accommodation" in their zoning when the number of residents exceeds the local zoning code's cap on the number of unrelated people who can live together in a dwelling so that community residences for people with disabilities can locate in all residential zoning districts.

When President Reagan signed the Fair Housing Amendments Act of 1988 (FHAA), he added people with disabilities to the classes protected by the nation's Fair Housing Act (FHA). The 1988 amendments recognized that many people with disabilities need a community residence (group home, recovery community, sober living home, halfway house) in order to live in the community in a family–like environment rather than being forced into an inappropriate institution.

Consequently, the act requires all cities, counties, and states to allow for community residences for people with disabilities by making some exceptions in their zoning ordinance provisions that, for example, may limit how many unrelated people can live together in a dwelling unit.

People without disabilities and people with disabilities who pose "a direct threat to the health or safety of others" such as prison pre-parolees and sex offenders are **not** covered by the 1988 amendments to the Fair Housing Act. Therefore, cities do not have to make the same reasonable accommodation for them as cities must for people with disabilities who do not pose "a direct threat to the health or safety of others." The zoning amendments to be based on this study will not allow as a permitted use halfway houses for people who fall into these categories of dangerous people.

The Fair Housing Amendments Act's (FHAA) legislative history states that:

"The Act is intended to prohibit the application of special requirements through land—use regulations, restrictive covenants, and conditional or special use permits that have the effect of limiting the ability of such individuals to live in the residence of their choice within the community."<sup>11</sup>

While many advocates for people with disabilities suggest that the Fair Housing Amendments Act prohibits all zoning regulation of community residences, the Fair Housing Amendments Act's legislative history suggests otherwise:

> "Another method of making housing unavailable has been the application or enforcement of otherwise neutral rules and regulations on health, safety, and land-use in a manner which dis-

<sup>11.</sup> H.R. Report No. 711, 100th Cong., 2d Sess. 311 (1988), reprinted in 1988 U.S.C.C.A.N. 2173.

criminates against people with disabilities. Such discrimination often results from false or overprotective assumptions about the needs of handicapped people, as well as unfounded fears of difficulties about the problems that their tenancies may pose. These and similar practices would be prohibited."<sup>12</sup>

Many states, counties, and cities across the nation continue to base their zoning regulations for community residences on these "unfounded fears." The 1988 amendments require all levels of government to make a *reasonable accommodation* in their zoning rules and regulations to enable community residences for people with disabilities to locate in the same residential districts as other residential uses.<sup>13</sup>

It is well settled that for zoning purposes, a community residence is a residential use, not a business use. The Fair Housing Amendments Act of 1988 specifically invalidates restrictive covenants that would exclude community residences from a residential district. The Fair Housing Act renders these restrictive covenants unenforceable against community residences for people with disabilities.<sup>14</sup>

### **Types of community residences**

Within the broad category of community residences are two types of living arrangements that warrant slightly different zoning treatments tailored to their specific characteristics:

- **Family community residences** which include uses commonly known as group homes and those recovery communities and sober living homes that offer a relatively permanent living environment that emulates a biological family
- **Transitional community residences** which include such uses commonly known as halfway houses as well as those recovery communities and sober living homes that offer a relatively temporary living environment like a halfway house does

The label an operator places on a community residence does *not* determine whether it is a family or a transitional community residence. That is ascertained by the relevant performance characteristics of each community residence.

- 13. 42 U.S.C. §3604(f)(B) (1988).
- 14. H.R. Report No. 711, 100th Cong., 2d Sess. 311 (1988), reprinted in 1988 U.S.C.C.A.N. 2173, 2184. The overwhelming majority of federal and state courts that have addressesd the question have concluded that the restrictive covenants of a subdivision and the by–laws of a homeowner or condominium association that exclude businesses or "non–residential uses" do *not* apply to community residences for people with disabilities — even before passage of the Fair Housing Amendments Act of 1988.



<sup>12.</sup> Ibid.

### **Family Community Residences**

A *family community residence* offers a relatively permanent living arrangement for people with disabilities that emulates a family. They are usually operated under the auspices of an association, corporation, or other legal entity, or the parents or legal guardians of the residents with disabilities. Some, like recovery communities for people in recovery from alcohol and/or drug addiction, are self-governing.

Residence, not treatment, is the home's primary function. There is no limit to how long an individual can live in a family community residence. Depending on the nature of a specific family community residence, there is an expectation that each resident will live there for as long as each resident needs to live there. Tenancy is measured in years, not months. Family community residences are most often used to house people with developmental disabilities (mental retardation, autism, etc.), mental illness, physical disabilities including the frail elderly, and individuals in recovery from addiction to alcohol or drugs (legal or illegal) who are not currently "using."

Family community residences are often called *group homes* and, in the case of people with alcohol or drug addictions, *recovery communities, recovery residences*, or *sober living homes*.<sup>15</sup> *Their key distinction from transitional community residences* is that people with disabilities can reside, and are expected to reside in a family community residence for a year or longer, not just months or weeks. In a nation where the typical household lives in its home five to seven years, these are long-term, relatively permanent tenancies. There is no limit on how long someone can dwell in a family community residence as long as they obey the rules or do not constitute a danger to others or themselves, or in the case of recovering alcoholics or drug addicts, do not use alcohol or illegal drugs or abuse prescription drugs.

To be successful, a community residence needs to be located in a conventional residential neighborhood so that normalization can take place. The underlying rationale for a community residence is that by placing people with disabilities in as "normal" a living environment as possible, they will be able to develop to their full capacities as individuals and citizens. The atmosphere and aim of a community residence is very much the *opposite* of an institution.

The family community residence emulates a family in most every way. The activities in a family community residence are essentially the same as those in a dwelling occupied by a biologically-related family. Essential life skills are taught, just like we teach our children. Most family community residences provide "habilitative" services for their residents to enable them to develop their

<sup>15.</sup> While there may be exceptions, "sober living homes" are best characterized as transitional community residences since they tend to limit how long occupants may live there. It is crucial that any jurisdiction evaluate each proposed community residence on how it operates and *not* on how its operator labels it.

life skills to their full capacity. *Habilitation* involves learning life skills for the first time as opposed to *rehabilitation* which involves relearning life skills.

While recovery communities are like group homes in most respects, they tend to engage more in rehabilitation where residents relearn the essential life skills we tend to take for granted, although for some very long-term alcoholics or drug addicts in recovery, they may be learning some of these life skills for the first time. Recovery communities have been referred to as *three-quarter houses* because they are more family-like and permanent than the better known *halfway house* which falls under the *transitional community residence* category.

The original recovery community concept popularized by Oxford House does not limit how long somebody can live in one. In an Oxford House, the residents periodically elect officers who act in a supervisory role much like parents in a biological family while the other residents are like the siblings in a biological family. In a group home and in structured sober living homes, the staff functions in the supervisory parental role.

Recovery communities are essential for people in recovery for whom a supportive living environment is needed to learn how to maintain sobriety — *before* they can return to their family. Tenancy in a recovery community can last for years in contrast to tenancy in a sober living environment or small halfway house where there is a limit on length of tenancy measured in weeks or months.

Interaction between the people who live in a family community residence is essential to achieving normalization. The relationship of a community residence's inhabitants is much closer than the sort of casual acquaintances that occur between the residents of a boarding or lodging house where interaction between residents is merely incidental. In both family and transitional community residences, the residents share household chores and duties, learn from each other, and provide one another with emotional support — family–like relationships not essential for, nor present in lodging houses, boarding houses, fraternities, sororities, nursing homes, or other institutional uses. Table 1 illustrates the many functional differences between community residences for people with disabilities, institutional uses like nursing homes, and lodging or boarding houses.



# Table 1: Differences Between Community Residences, Institutions & Nursing Homes and Rooming or Boarding Houses

Characteristic	Community Residence for People With Disabilities	Institutional Uses Including Nursing Homes	Rooming or Boarding House
Proper Environment	Residential Home–like	Institutional Hospital–like	Residential Hotel–like
Appropriate Coning Districts	Single–family residential Multiple–family in limited instances	Commercial, medical, institutional	Multiple-family residential
Relationship of Residents	Sibling–like relationships essential Single housekeeping unit emulating a biological family	Relationships not planned nor essential Incidental friendships may develop	No dependency on other residents Incidental friendships may develop Relationships not planned nor essential
Supervision	Staff in the role of the parents	Total staff supervision	Landlord-tenant relationship
alues Fostered	Family values	None	None
Purpose	Achieve normalization and community integration Habilitation or rehabilitation	No effort to achieve normalization or community integration	No effort to achieve normalization, community integration, habilitation or rehabilitation
Primary Functions	Emulate a biological family Provides support in a family–like residential setting; residents dependent on each other like in a biological family Share family and household tasks Educate residents in areas in which parents normally educate their children: Personal health and hygiene Eating habits Dressing/clothing care Household duties and chores House maintenance House safety Developing social and interpersonal skills Developing shopping skills Developing recreational skills Using public transportation Use and value of money Using public facilities (stores, restaurants, theaters, recreational facilities, banks)	Provide medical treatment and institutional care No family–like living; not a residential nature No family tasks; patients are cared for No educational role	Lodging for unrelated individuals Residents are completely independent of each other Residents do not share household tasks; each boarder functions as an individual; no attempt to emulate a biological family No educational role

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As the courts have consistently concluded, community residences foster the same family values that even the most restrictive residential zoning districts promote. Family community residences comply with the purpose statements for each of Delray Beach zoning districts that allow residential uses.

Even before passage of the 1988 amendments to the Fair Housing Act, most courts concluded that family community residences for people with disabilities must be allowed as of right in all residential zones.<sup>16</sup>

### **Transitional Community Residences**

In contrast to the group homes and recovery communities that fit in the category of family community residences, *transitional community residences* are a comparatively temporary living arrangement that is not quite as family–like as a group home or recovery community. Residency is measured in weeks or months, not years. A recovery community or sober living residence that imposes a limit on how long someone can live there exhibits the performance characteristics of a transitional community residence, much like the better known small halfway house.<sup>17</sup>

Typical of the people with disabilities who need a temporary living arrangement like a halfway house are people with mental illness who leave an institution and need only a relatively short stay in a halfway house before moving to a less restrictive living environment. Similarly, people recovering from addictions to alcohol or drugs move to a halfway house, short-term recovery community, or sober living home following detoxification in an institution until they are capable of living in a relatively perma-

## Federal "Direct threat" exclusion

Individuals with disabilities who "constitute a direct threat to the health or safety of others" are not covered by the Fair Housing Amendments Act of 1988. 42 U.S.C. § 3602(f)(9) (1988). Consequently, licensing rules that prohibit such individuals from living in community residences are legal.

nent long-term recovery community or other less restrictive environment.

Halfway houses are also used for prison pre-parolees. *However, such individuals are not, as a class, people with disabilities.* Zoning can be more restrictive for halfway houses for people *not* covered by the Fair Housing Act. Consequently zoning codes can and should treat halfway houses for prison pre-parolees or other populations not covered by the Fair Housing Act differently than classes that the Fair Housing Act protects.

<sup>17.</sup> As used in this study, the term "halfway house" refers to the original halfway house concept that is small enough to emulate a biological family; not to the large halfway houses occupied by 20, 50, or 100+ people. The latter are mini–institutions and *not* residential uses. Consequently, sound zoning principles call for them to be located in commerical or institutional zoning districts. A residential neighborhood is not essential for them to function successfully.



<sup>16.</sup> However, a city can establish a rationally–based spacing distance between community residences and require a license or its equivalent.

The community residences for people with disabilities that limit the length of tenancy are residential uses that need to locate in residential neighborhoods if they are to succeed. But since they do not emulate a family as closely as a more permanent group home or recovery community does, and the length of tenancy is relatively temporary, it is likely that a jurisdiction can require a conditional use permit for them in single-family districts while allowing them as a permitted use in multiple family districts subject to the two requisite conditions explained later in this report. However, it is important to remember that a conditional use permit cannot be denied on the basis of neighborhood opposition rooted in unfounded myths and misconceptions about the res-

## Florida "Direct threat" exclusion

"Nothing in this section shall permit persons to occupy a community residential home who would constitute a direct threat to the health and safety of other persons or whose residency would result in substantial physical damage to the property of others." *Florida Statutes* §419.001 (10) (2016). This prohibition which applies to homes the state licenses is equivalent to the Fair Housing Act's exclusion for people who constitute a direct threat.

idents with disabilities of a proposed transitional community residence.<sup>18</sup>

# **Rational Foundations for Regulating Community Residences**

Community residences have probably been studied more than any other small land use. To understand the rationale for the guidelines to regulate community residences that are suggested in this report, it is vital to review what is known about community residences, including their appropriate location, number of residents needed to succeed both therapeutically and financially, means of protecting their vulnerable populations from mistreatment or neglect as well as excluding dangerous individuals from living in them, and their impacts, if any, on the surrounding community.

**Relative location of community residences.** For at least 40 years, researchers have found that some community residence operators will locate

<sup>18.</sup> Note that the proposed definitions of "community residence," "family community residence," and "transitional community residence" all speak of a family–like living environment. These definitions *exclude* the large institutional facilities for many more occupants that are often called "halfway houses."

The city's current zoning treatment of those large facilities will remain unchanged. The proposed zoning, however, will provide for an administrative "reasonable accommodation" process under which the operator of a proposed "community residence" for more than 12 individuals with disabilities can seek zoning approval if it can prove therapuetic and/or financial need for more than 12 residents and demonstrate that the home will emulate a biological family. Spacing and licensing/certification requirements would still apply.

their community residences close to other community residences, especially when zoning does not allow community residences for people with disabilities as of right in all residential districts. They tend to be clustered in a community's lower cost or older neighborhoods and in areas around colleges.<sup>19</sup> When conducting analyses of impediments to fair housing choice, we have found that community residences tend to cluster together in jurisdictions that do *not* require a rationally-based spacing distance between community residences allowed as of right. As discussed below, counterproductive clustering of community residences has developed in quite a few blocks and neighborhoods in Delray Beach.

Why clustering is counterproductive. Placing community residences too close to each other can create a *de facto* social service district and can seriously hinder their ability to achieve normalization for their residents — one of the core foundations on which the concept of community residences is based. In today's society, people tend to get to know nearby neighbors on their block within a few doors of their home (unless they have children together in school or engage in walking, jogging, or other neighborhood activities). The underlying precepts of community residences expect neighbors who live close to a community residence to serve as role models to the occupants of a community residence — which requires interacting with them.

For normalization to occur, it is essential that community residence residents have such so-called "able-bodied" neighbors as role models. But if another community residence is opened very close to an existing group home — such as next door or within a few doors of it — the residents of the new home may replace the "able-bodied" role models with other people with disabilities and quite possibly hamper the normalization efforts of the existing community residence. Clustering three or more community residences on the same block not only undermines normalization but could inadvertently lead to a *de facto* social service district that alters the residential character of the neighborhood. All the evidence recorded to date shows that one or two nonadjacent community residences for people with disabilities on a block do *not* alter the residential character of a neighborhood.<sup>20</sup>

The research strongly suggests that as long as several community residences are not clustered on the same block face they will not generate these adverse im-



<sup>19.</sup> See General Accounting Office, Analysis of Zoning and Other Problems Affecting the Establishment of Group Homes for the Mentally Disabled (August 17, 1983) 19 which found that 36.2 percent of the group homes for people with developmental disabilities surveyed were located within two blocks of another community residence or an institutional use. Also see Daniel Lauber and Frank Bangs, Jr., Zoning for Family and Group Care Facilities, American Society of Planning Officials Planning Advisory Service Report No. 300 (1974) at 14; and Family Style of St. Paul, Inc., v. City of St. Paul, 923 F.2d 91 (8th Cir. 1991) where 21 group homes that housed 130 people with mental illness were established on just two blocks.

<sup>20.</sup> See General Accounting Office, Analysis of Zoning and Other Problems Affecting the Establishment of Group Homes for the Mentally Disabled 27 (August 17, 1983).

pacts. Consequently, *when community residences are allowed as a permitted use*, it is most reasonable to impose a spacing distance between community residences that keeps them about a block apart in terms of actual walking distance, generally about 660 feet.<sup>21</sup> It is also reasonable to not allow another community residence to locate adjacent to an existing community residence *as a permitted use*. But there are times when locating another community residence within the spacing distance of an existing community residence will not interfere with normalization or community integration. Proposals to locate another community residence so close to an existing one warrant case—by—case consideration.

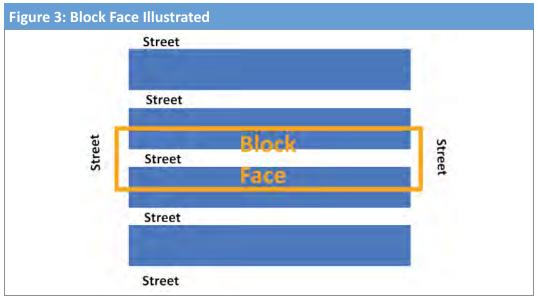
If the operator of a proposed community residence wishes to locate it within the spacing distance, then the heightened scrutiny of a conditional use permit is warranted. The conditional use permit process allows a jurisdiction to evaluate the cumulative effect of locating so close to an existing community residence and whether the proposed community residence would interfere with normalization at the existing community residence or alter the character of the neighborhood. For example, if there is a geographic feature such as a freeway, drainage channel, or hill between the proposed and existing community residences that acts as a barrier between the two, it is unlikely that allowing the proposed community residence would interfere with normalization or alter the community's character — and the conditional use permit should be granted.

To avoid any ambiguity, when a community residence is proposed, this spacing distance is measured from the lot line nearest the closest community residence along the public or private pedestrian right of way. The idea is to measure the actual distance people would have to walk to go from one community residence to another, as opposed to measuring as the crow flies. Therefore, it is necessary for the operator of every proposed community residence to complete the Zoning Compliance Application form that is recommended for Delray Beach's use so the city can measure spacing distances from existing community residences. The city should also continue to maintain a database and map of the

<sup>21.</sup> Some cities and counties establish a different spacing distance between community residences allowed as of right based on the density of the zoning district. The denser the district, the shorter the spacing distance. See Peter Natarelli, *Zoning for a New Kind of Family* 17 (Westchester County Department of Planning, Occasional Paper 5, 1976) where spacing distances vary by the number of persons per square mile. The spacing distance in Clark County, Nevada reduces the 660–foot spacing distance to 100 feet when there is a street, freeway, or drainage channel wider than 99 feet between community residences. See Table 30.44-1, *Clark County Code*, Section 4. Title 30, Chapter 30.44. Also see *An Ordinance Amending Title 6 of the Village of Lincolnshire Village Code (Community Residential Homes)*, Ordinance No. 90–1182–66, adopted December 10, 1990, Lincolnshire, Illinois, which established spacing distances ranging from 500 to 1,500 feet between community residences depending on the zoning district. Lincolnshire has some zoning districts with extremely large minimum lot sizes greater than an acre. Probably due to the complexity involved, very few jurisdictions establish different spacing distances in different zoning districts. Most use the same spacing distance throughout the city or county.

locations of all existing community residences so it can apply the spacing distance to any proposed community residence.  $^{\rm 22}$ 

**The technical explanation.** Normalization and community integration require that persons with disabilities substantial enough to need a supportive living arrangement like a community residence be absorbed into the neighborhood's social structure. Generally speaking, the existing social structure of a neighborhood can accommodate no more than one or two community residences on a single block face. Neighborhoods seem to have a limited absorption capacity for service-dependent people that should not be exceeded.<sup>23</sup>



The area within the orange rectangle is a "block face."

Social scientists note that this capacity level exists, but an absolute, precise level cannot be identified. Writing about service-dependent populations in general, Jennifer Wolch notes, "At some level of concentration, a community may become saturated by services and populations and evolve into a service-de-

- 22. It is critical to note that when the number of occupants of a community residence falls within the zoning code's cap on unrelated individuals permitted in the city's definition of "family," "household," or "single housekeeping unit," the community residence must always be treated as a "family" or "household" to do otherwise would constitute discrimination on its face in violation of the Fair Housing Act. Such homes *cannot* be used to calculate spacing distances. Spacing distances are applicable only to community residences for people with disabilities that exceed the cap on unrelated people in the definition of "family," "household," or "single housekeeping unit." This principle is most clearly explained in *United States v. City of Chicago Heights*, 161 F. Supp. 2nd 819 (N.D. III. 2001). *Also see* Joint Statement of the Department of Housing and Urban Development and the Department of Justice, *State and Local Land Use Laws and Practices and the Application of the Fair Housing Act* (Nov. 10, 2016) 10–12.
- 23. Kurt Wehbring, Alternative Residential Facilities for the Mentally Retarded and Mentally III 14 (no date) (mimeographed).



pendent ghetto."24

According to one leading planning study, "While it is difficult to precisely identify or explain, 'saturation' is the point at which a community's existing social structure is unable to properly support additional residential care facilities [community residences]. Overconcentration is not a constant but varies according to a community's population density, socio–economic level, quantity and quality of municipal services and other characteristics." There are no universally accepted criteria for determining how many community residences are appropriate for a given area.<sup>25</sup>

This research strongly suggests that there is a legitimate government interest to assure that community residences do not cluster. While the research on the impact of community residences makes it abundantly clear that two community residences separated by at least several other houses on a block produce no negative impacts, there is very credible concern that community residences located more closely together on the same block — or more than two on a block can generate adverse impacts on both the surrounding neighborhood and on the ability of the community residences to facilitate the normalization of their residents, which is, after all, their raison d'être.

**Maximum number of residents.** The majority view of the courts, both before and after enactment of the Fair Housing Amendments Act of 1988, is that community residences constitute a functional family and that zoning should treat the occupants of a community residence as a "family." However, in 1974 the U.S. Supreme Court ruled that a jurisdiction can establish a cap on the number of unrelated persons who can occupy a dwelling unit.<sup>26</sup> The Fair Housing Act requires jurisdictions to make a reasonable accommodation for community residences for people with disabilities by making narrow exceptions to these caps.

In *Belle Terre*, the U.S. Supreme Court upheld the resort community's zoning definition of "family" that permitted no more than two unrelated persons to live together. It's hard to quarrel with the Court's concern that the specter of "boarding housing, fraternity houses, and the like" would pose a threat to establishing a "quiet place where yards are wide, people few, and motor vehicles restricted.... These are legitimate guidelines in a land–use project addressed to family needs...."<sup>27</sup> Unlike the six sociology students who rented a house during summer vacation in Belle Terre, Long Island, a community residence emulates

27. Ibid. at 7-9.

<sup>24.</sup> Jennifer Wolch, "Residential Location of the Service–Dependent Poor," 70 Annals of the Association of American Geographers, at 330, 332 (Sept. 1982).

<sup>25.</sup> S. Hettinger, A Place They Call Home: Planning for Residential Care Facilities 43 (Westchester County Department of Planning 1983). See also D. Lauber and F. Bangs, Jr., Zoning for Family and Group Care Facilities at 25.

<sup>26.</sup> Belle Terre v. Borass, 416 U.S. 1 (1974).

a family, is not a home for transients, and is very much the antithesis of an institution. In fact, community residences for people with disabilities foster the same goals that zoning districts and the U.S. Supreme Court attribute to single–family zoning.

One of the first community residence court decisions to distinguish *Belle Terre* clearly explained the difference between community residences and other group living arrangements like boarding houses. In *City of White Plains v. Ferraioli*,<sup>28</sup> New York's highest court refused to enforce the city's definition of "family" against a community residence for abandoned and neglected children. The city's definition limited occupancy of single–family dwellings to related individuals. The court found that it "is significant that the group home is structured as a single housekeeping unit and is, to all outward appearances, a relatively normal, stable, and permanent family unit...."<sup>29</sup>

Moreover, the court found that:

"The group home is not, for purposes of a zoning ordinance, a temporary living arrangement as would be a group of college students sharing a house and commuting to a nearby school. (c.f., *Village of Belle Terre v. Boraas*, [citation omitted]). Every year or so, different college students would come to take the place of those before them. There would be none of the permanency of community that characterizes a residential neighborhood of private homes. Nor is it like the so-called 'commune' style of living. *The group home is a permanent arrangement and akin to the traditional family, which also may be sundered by death, divorce, or emancipation of the young.... The purpose is to emulate the traditional family and not to introduce a different 'life style.'*"<sup>30</sup>

The New York Court of Appeals explained that the group home does not conflict with the character of the single–family neighborhood that *Belle Terre* sought to protect, "and, indeed, is deliberately designed to conform with it."<sup>31</sup>

In *Moore v. City of East Cleveland*,<sup>32</sup> Justice Stevens favorably cited *White Plains* in his concurring opinion. He specifically referred to the New York Court of Appeals' language:

"Zoning is intended to control types of housing and living and not the genetic or intimate internal family relations of human

30. Ibid. at 758 [citation omitted]. Emphasis added.

31. Ibid.

32. 431 U.S. 494 (1977) at 517 n. 9.



<sup>28. 313</sup> N.E.2d 756 (N.Y. 1974).

<sup>29.</sup> Ibid. at 758-759.

beings. So long as the group home bears the generic character of a family unit as a *relatively permanent household*, and is not a framework for transients or transient living, it conforms to the purpose of the ordinance."<sup>33</sup>

Justice Stevens' focus on *White Plains* echoes the sentiments of New York Chief Justice Breitel who concluded that "the purpose of the group home is to be quite the contrary of an institution and to be a home like other homes."<sup>34</sup>

Since 1974, the vast majority of state and federal courts have followed the lead of *City of White Plains v. Ferraioli* and treated community residences as "functional families" that should be allowed in single–family zoning districts despite zoning ordinance definitions of "family" that place a cap on the number of unrelated residents in a dwelling unit. In a very real sense, the Fair Housing Amendments Act of 1988 essentially codifies the majority judicial treatment of zoning ordinance definitions with "capped" definitions of "family."

Delray Beach's definition of "family" allows a single housekeeping unit of up to three unrelated people to live together. The full definition reads:<sup>35</sup>

"Family" shall mean two (2) or more persons living together and interrelated by bonds of consanguinity, marriage or legal adoption, and/or a group of persons not more than three (3) in number who are not so interrelated, occupying the whole or part of a dwelling as a separate housekeeping unit with a single set of culinary facilities. Any person under the age of 18 years whose legal custody has been awarded to the State Department of Health and Rehabilitative Services or to a child–placing agency licensed by the Department, or who is otherwise considered to be a foster child under the laws of the state, and who is placed in foster care with a family, shall be deemed to be related to and a member of the family for the purposes of this definition. Occupancies in excess of the number allowed herein shall have twelve (12) months from the date of the enactment of this definition or the termination of the current lease agreement to come into compliance, whichever occurs first. Anyone who has applied for or received a reasonable accommodation from this definition prior to June 16, 2009 shall be allowed to proceed under the definition in existence on June 16, 2009 with the total number granted under the reasonable accommodation without having to re-file an application for a reasonable accommodation.

Any community residence for people with disabilities that would house more than the three unrelated individuals allowed under the city's definition of "fam-

- 34. City of White Plains v. Ferraioli, 313 N.E. 2d at 758.
- 35. City of Delray Beach Land Development Regulations, Appendix A, 19.

<sup>33.</sup> Ibid. Emphasis added.

ily" is entitled to a "reasonable accommodation" which is the regulatory landscape this study proposes for Delray Beach's Land Development Regulations within the precepts of the nation's Fair Housing Act. As explained below, *no matter what cap a city's zoning code places on the number of unrelated individuals who constitute a "family," the building code applicable to all residential uses determines the maximum number of people who can occupy any type of residence.*<sup>36</sup>

**The U.S. Supreme Court brought this point home in its 1995 decision** in *City of Edmonds v. Oxford House.*<sup>37</sup> The Court ruled that housing codes that "ordinarily apply uniformly to all residents of all dwelling units ... to protect health and safety by preventing dwelling overcrowding" are legal.<sup>38</sup> Zoning ordinance restrictions that focus on the "composition of households rather than on the total number of occupants living quarters can contain" are subject to the Fair Housing Act.<sup>39</sup>

As the discussion above implies, classifying community residences on the basis of the number of residents is inappropriate. A more appropriate and rational approach is proposed beginning on page 34 of this report.

**Protecting the residents.** People with disabilities who live in community residences constitute a vulnerable population that needs protection from possible abuse and exploitation. Community residences for these vulnerable individuals need to be regulated to assure that their residents receive adequate care and supervision. Licensing and certification are the regulatory vehicles used to assure adequate care and supervision.<sup>40</sup> Florida, like many other states, has not established licensing or certification for some populations with disabilities that community residences serve. In these situations, certification by an appropriate national certifying organization or agency that is more than simply a trade group can be used in lieu of formal licensing. Licensing or certification also tends to exclude from community residences people who pose a danger to others, themselves, or property. As noted earlier, such people are *not* covered by the Fair Housing Act.

Therefore, there is a legitimate government interest in requiring that a community residence or its operator be licensed in order to be allowed as of right as a permitted use. If state licensing does not exist for a particular type of commu-

- 36. Delray Beach has adopted the Southern Building Code Congress, International, Inc., *Standard Housing Code* (1994).
- 37. 514 U.S. 725, 115 S.Ct. 1776, 131 L.Ed.2d 801 (1995).
- 38. Id. at 1781[*emphasis added*]. See the discussion of minimum floor area requirements beginning on page 18.
- 39. Id. at 1782.
- 40. Any local or state licensing must be consistent with the Fair Housing Act. Joint Statement of the Department of Housing and Urban Development and the Department of Justice, *State and Local Land Use Laws and Practices and the Application of the Fair Housing Act* (Nov. 10, 2016) 13.



nity residence, the residence can meet the certification of an appropriate national certifying agency, if one exists, or is otherwise sanctioned by the federal or state government.<sup>41</sup> Florida law appears to allow a city or county to establish its own licensing requirements for community residences not covered by state licensing. If there is no governmental or quasi–governmental body that requires licensing or certification for a particular type of community residence and no level of government has sanctioned it, then the heightened scrutiny of a conditional use permit is warranted so the city can make sure that the residents of a proposed community residence are protected.

The State of Florida does not *require* licensing or certification of recovery residences. Instead, in 2015, the state established *voluntary certification* for recovery residences.<sup>42</sup> The state statute required the state's Department of Children and Family Services to approve at least one credentialing entity by December 1, 2015.<sup>43</sup> The department named the Florida Association of Recovery Residences as a credentialing entity. As §397.487 mandates, the association promulgated and administers requirements for certifying recovery residences and established procedures for the application, certification, recertification, and disciplinary processes. It has established a monitoring and inspection compliance process, developed a code of ethics, and provided for training for owners, managers, and staff.<sup>44</sup>

As the state statute requires, the operator of a proposed recovery residence must submit with its application and fee a policy and procedures manual that includes job descriptions for all staff positions; drug-testing requirements and procedures; a prohibition of alcohol, illegal drugs, and using somebody else's prescription medications; policies that support recovery efforts; and a good neighbor policy.<sup>45</sup> Each certified recovery residence must be inspected at least once a year for compliance.

The state's voluntary certification process and standards are comparable to the licensing processes and standards adopted elsewhere.

42. Florida State Statutes, §397.487 (2016).

43. Ibid. at §397.487(2).

44. Ibid. The standards that the Florida Association of Recovery Residences adopted are based on the nationally–accepted standards of the National Alliance of Recovery Residences.

<sup>41.</sup> For example, the U.S. Congress has recognized and sanctioned the recovery communities that operate under the auspices of Oxford House. Oxford House maintains its own procedures and staff to inspect and monitor individual Oxford Houses to enforce the organization's strict charter and standards designed to protect the residents of each Oxford House and foster community integration and positive relations with its neighbors. An Oxford House can lose its authorization if found in violation of the Oxford House Charter.

<sup>45.</sup> Ibid. at §397.487(3).

**Impacts of community residences.** The impacts of community residences have been studied more than those of any other small land use. Over 50 statistically-valid studies have found that licensed community residences *not clustered* on a block face do not generate adverse impacts on the surrounding neighborhood. They do not affect property values, nor the ability to sell even the houses adjacent to them. They do not affect neighborhood safety nor neighborhood character — *as long as they are licensed and not clustered on a block face.* They do not create excessive demand on public utilities, sewer systems, water supply, street capacity, or parking. They do not produce any more noise than a conventional family of the same size. All told, *licensed, unclustered* group homes, recovery communities, and small halfway houses have consistently been found to be as good a neighbor as biological families.

Clustering community residences only undermines their ability to achieve their core goals of normalization and community integration. A community residence needs to be surrounded by so-called "normal" or conventional households, the sort of households this living arrangement seeks to emulate. Clustering community residences adjacent to one another or within a few doors of each other increases the chances that their residents will interact with other service-dependent people living in a nearby community residence rather than conventional households with non-service dependent people who, under the theory and practice that provide the foundation for the community residence concept, are to serve as role models.

Appendix B is an annotated bibliography of representative studies. The evidence is so overwhelming that few studies have been conducted in recent years since the issue is well settled: *Community residences that are licensed and not clustered on a block face do not generate adverse impacts on the surrounding community.* 

# **Clustering and** *De Facto* **Social Service Districts in Delray** Beach

Planning Department staff at the City Delray Beach have compiled the following maps that show three categories of community residences for people with disabilities:

- 1 "Community Residences" which are community residences for people with disabilities that have been established under the city's *Land Development Regulations*. The vast majority of these are sober living homes.
- 2 "Reasonable Accommodations" which are sober living homes that have been granted a reasonable accommodation to exempt them from the cap of three unrelated people that can constitute a "family" under the city's *Land Development Regulations*.

3 "Unconfirmed Community Residences" which are locations at which the city's police department believes, but has not confirmed, that a sober home is operating. These would be among the numerous sober living homes with more than three residents that have been opened



illegally without going through the zoning or reasonable accommodation processes.

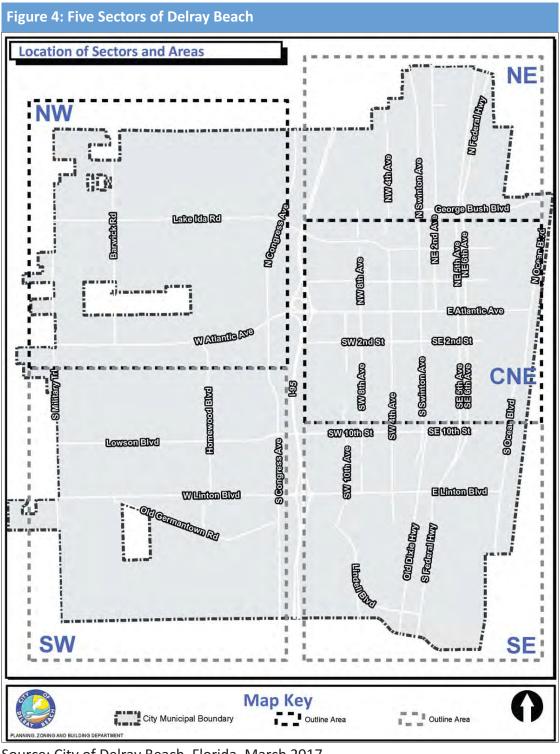
To facilitate analysis, the maps divide the city into five sectors as shown in the map below. The maps that follow show the relative locations of community residences for people with disabilities in each of the five sectors based on whether they were established as "community residences" under the city's zoning or through the city's reasonable accommodation process, or are an unconfirmed location.

Overall, there appear to be at least 183 community residences for people with disabilities in Delray Beach, which is an unusually large number for a community of around 100,000 residents, much less Delray Beach with about 66,000 year-round residents. In addition, the city has identified 64 other dwelling units (category 3 listed above) that appear to be operating as recovery communities that have not yet been confirmed that appear to be community residences that did not go through the zoning process including seeking a "reasonable accommodation."

Delray Beach officials are aware of instances where operators have deviated from the sober home model to create segregated mini-institutions under the guise of recovery residences. In the absence of any required spacing distances between recovery residences, at least one operator has filled an entire multifamily complex in Delray Beach with people in recovery, creating what amounts to a segregated mini-institution that does not fit within the fundamental precepts of community residences for people with disabilities.

Similarly, at least one operator has filled a string of adjacent houses on a block with people in recovery. This, too, creates a segregated living environment and departs from the core principles underlying community residences.

These kinds of *de facto* social service districts fall far outside the foundations upon which the courts have long based their decisions to treat community residences as residential uses including emulating a biological family and utilizing nearby neighbors without disabilities as role models to help achieve normalization as well as participation in the nondisabled community to achieve community integration.



Source: City of Delray Beach, Florida, March 2017.



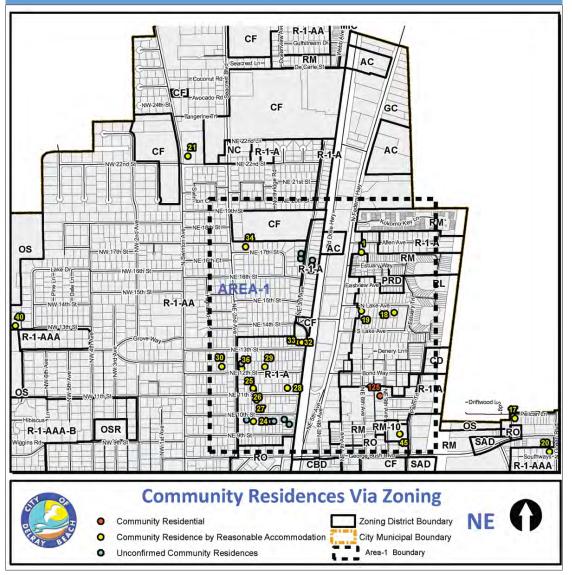


Figure 5: Locations of Known and Unconfirmed Community Residences for People With Disabilities in Northeast Delray Beach as of March 2017

In Delray Beach's Northeast Sector, there are just four confirmed community residences for people with disabilities outside of Area-1. Within Area-1, there are 15 confirmed community residences. However, Figure 5 above reveals more than a half dozen instances of mild clustering within Area-1. Nearly all are west of Dixie Highway. The most intense concentration is between NE 2nd Avenue on the west and Dixie Highway on the east, NE 9th Street on the south and S Lake Avenue on the north. This concentration suggests that a *de facto* social service district is developing here.

The city has identified nine sites within Area-1 that may be community residences (i.e., the "Unconfirmed Community Residences"), further contributing to development of a *de facto* social service district.

Source: City of Delray Beach, Florida, March 2017.

This fledgling *de facto* social service district at the south end of the Northeast Sector extends further south into the north end of the Central Northeast Sector as shown in the map below.

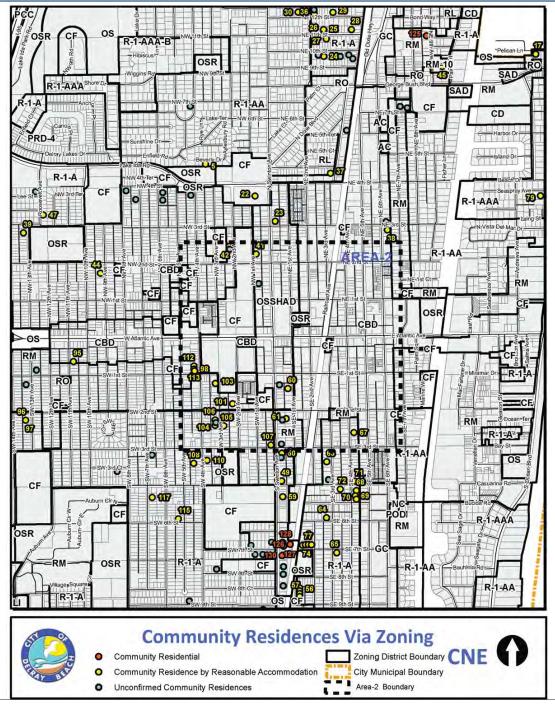


Figure 6: Locations of Known and Unconfirmed Community Residences for People With Disabilities in Central Northeast Delray Beach as of March 2017

Source: City of Delray Beach, Florida, March 2017.



The Central Northeast Sector hosts the most community residences in Delray Beach. Thirty are concentrated within Area-2 with another 29 in the rest of the sector. While most of those in the rest of the sector are scattered, there are numerous instances of clustering, especially at the north and south ends of the sector. There appear to be 31 sites of unconfirmed community residences outside Area-2 with six unconfirmed sites in Area-2 — all of which contribute to these concentrations and development of a *de facto* social service district.

The clustering of community residences at the north end of the Central Northeast Sector is more intense than the clustering at the south end of the adjacent Northeast Sector. While there is scattered clustering throughout the Central Northeast Sector, the clustering gets increasingly intense in the middle of Area-2 and moving south to very intense clustering south of SE 6th Street down to SE 10th Street, between SW 2nd Avenue on the west and SE 5th Avenue to the east. This area exhibits the characteristics of a *de facto* social service district that obstructs the core normalization and community integration goals of community residences for people with disabilities, very possibly altering the character of the neighborhood.

#### **Delray Beach's Current Zoning Treatment of Recovery Residences**

In the absence of *required* state licensing or certification and city zoning provisions that specifically govern recovery residences, Delray Beach offers operators of proposed recovery homes a "reasonable accommodation" under §2.4.7(G) of the city's *Land Development Regulations*. Requests may be written or oral. There is no fee to apply. The city manager or designee handles these requests administratively and issues a written determination. A negative determination can be appealed to the City Commission which holds a public hearing and renders a decision within 60 days. A granted reasonable accommodation is valid for one year and must be "recertified" by April 1 of each subsequent year.

The zoning revisions proffered in this report establish a less burdensome zoning process with much greater certainty, clear objective standards, and protections to foster the safety of sober home residents, prevent abuse, and facilitate the normalization and community integration that are integral to the successful functioning of recovery residences and to achieving long-term recovery and sobriety.

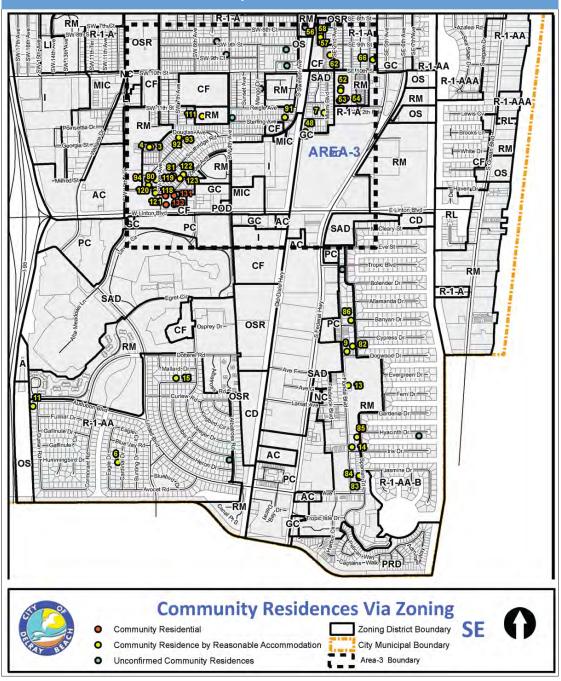


Figure 7: Locations of Known and Unconfirmed Community Residences for People With Disabilities in Southeast Delray Beach as of March 2017

Source: City of Delray Beach, Florida, March 2017.

The *de facto* social service district extends further south into the Southeast Sector as shown in Figure 7 above. Just a few blocks west and southwest of this *de facto* social service district is an even more intense concentration of community residences in the west end of Area–3, south of Douglas Avenue, north of West Linton Boulevard and east of SW 10th Avenue and west of SW 4th Avenue. The city has identified seven sites in Area–3 that it thinks, but has not con-



firmed, are community residences.

Other community residences are scattered throughout most of the Southeast Sector with some mild clustering along Florida Boulevard between Banyan and Dogwood drives and between Hyacinth and Avenue L. The city believes, but has not confirmed, that three locations outside Area–3 are operating as community residences.

As Figure 8 below shows, the city has identified just three community residences for people with disabilities in its Southwest Sector. All are located in the sector's northeast corner on SW 20th Avenue and on Zomo Way. Two sites south of SW 11th Court are believed, but not confirmed, to be community residences.

### Voluntary Certification of Sober Homes in Delray Beach

Since the state's voluntary certification law described beginning on page 21 went into effect, 11 different providers have received certification for 78 recovery residence dwelling units at 27 locations in Delray Beach. Currently, 323 individuals live in the certified recovery residences.<sup>46</sup>

Since April 1, 2016, 45 programs have applied for certification. Two have been denied and ten have withdrawn their applications. As of this writing, there are applications for certification pending from 24 providers with 89 dwelling units and 445 beds in 38 locations.

<sup>46.</sup> Email from the Florida Association of Recovery Residences to Daniel Lauber, Law Office of Daniel Lauber (March 28, 2017, 11:15 am.m CST) (on file with the Law Office of Daniel Lauber).

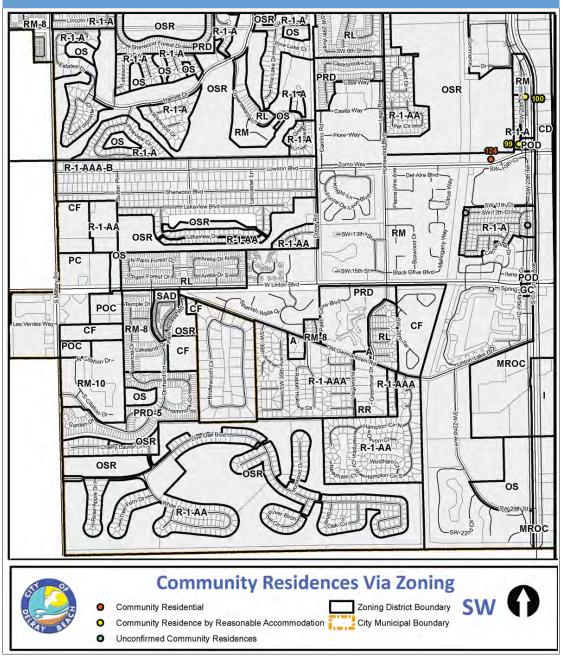
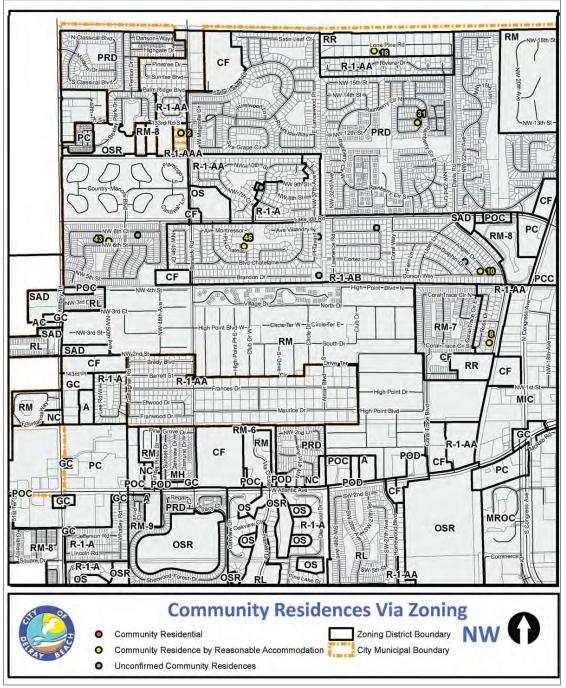


Figure 8: Locations of Known and Unconfirmed Community Residences for People With Disabilities in Southwest Delray Beach as of March 2017

Source: City of Delray Beach, Florida, March 2017.





# Figure 9: Locations of Known and Unconfirmed Community Residences for People With Disabilities in Northwest Delray Beach as of March 2017

Source: City of Delray Beach, Florida, March 2017.

Seven community residences are scattered in the northern two-thirds of the Northwest Sector of Delray Beach. Another six properties are believed, but not confirmed, to be operating as community residences. These two are scattered. As explained beginning on page 14, the clustering of community residences for people with disabilities in the Northeast, Central Northeast, and Southeast sectors of Delray Beach runs counter to the underlying principles of community residences and interferes with achieving their core goals of normalization and community integration. In addition, clustering can effectively create a *de facto* social service district with characteristics quite different than those of residential zoning districts.

In the western portions of Delray Beach, there is some mild clustering of community residences for people with disabilities. However, the clusters consist of just two or three community residences within a block or so of each other — far less intense than in the three eastern sectors of the city.

# **Recommended regulatory approach**

The 1988 amendments to the nation's Fair Housing Act require all government jurisdictions to make a "reasonable accommodation" in their zoning codes and other rules and regulations to enable group homes and other community residences for people with disabilities to locate in the residential districts essential to them succeeding. The zoning ordinance amendments that will be proposed for Delray Beach make this reasonable accommodation that the Fair Housing Amendments Act of 1988 requires for those people with disabilities who wish to live in a community residence. The legislative history of the Fair Housing Amendments Act of 1988 makes it clear that jurisdictions *cannot* require a conditional or special use permit in residential districts for family community residences for people with disabilities. It does *not*, however, prohibit requiring a conditional or special use permit in single–family districts for transitional community residences. Nor does the Fair Housing Amendments Act of 1988 require that a city allow community residences for persons who do *not* have disabilities in residential districts.

**General principles from the case law.** Like any other dwelling, when a community residence — whether it be "family" or "transitional" — fits within the cap on the number of unrelated persons the zoning definition of "family" or "single housekeeping unit" sets, it must be allowed as of right in *all* residential districts the same as any other family or single housekeeping unit. No additional zoning restrictions can be imposed on the community residence for people with disabilities. Licensing cannot be required; a spacing distance between community residences or any other use cannot be imposed.

As explained beginning on page 19, Delray Beach's *Land Development Regulations* allow up to three unrelated people living in a single housekeeping unit to be a family. A explained earlier, any community residence for people with disabilities that fits within this cap of three must be treated as a "family" and it cannot be used for calculating spacing distances as explained in a footnote beginning on page 16.

But when a proposed community residence would house more than the maximum of three unrelated individuals that Delray Beach's zoning code allows to



live together as a single housekeeping unit, the zoning must make a "reasonable accommodation" to enable these homes to locate in the residential districts in which they need to locate to attain their purpose.

Taken as a whole, the case law suggests that any reasonable accommodation must meet these three tests:

- The proposed zoning restriction must be *intended* to achieve a legitimate government purpose.
- The proposed zoning restriction must *actually achieve* that legitimate government purpose.
- The proposed zoning restriction must be the *least drastic means necessary to achieve* that legitimate government purpose.

In *Bangerter v. Orem City Corporation*, the federal Court of Appeals said the same thing a bit differently, "Restrictions that are narrowly tailored to the particular individuals affected could be acceptable under the FHAA if the benefits to the handicapped in their housing opportunities clearly outweigh whatever burden may result to them."<sup>47</sup>

But the nation's Fair Housing Act is not the only law that affects how cities and counties in Florida can regulate community residences for people with disabilities. The State of Florida has adopted several statutes that restrict local zoning of community residences for specific populations with disabilities that the state licenses.

The proposed zoning amendments take into account both federal fair housing law and the Florida statutes that restrict local zoning.<sup>48</sup>

The proposed zoning amendments seek to enable community residences to locate in all residential zoning districts through the least drastic regulation needed to accomplish the legitimate government interests of preventing clustering (which undermines the ability of community residences to accomplish their purposes and function properly, and to maintain the residential character of a neighborhood) and of protecting the residents of the community residences from improper or incompetent care and from abuse. They are narrowly tailored to the needs of the residents with disabilities to provide greater benefits than any burden that might be placed upon them. And they constitute the requisite legitimate government purpose for regulating community residences for people with disabilities.

47. 46 F.3d 1491 (10th Cir. 1995) 1504.

<sup>48.</sup> Our review suggests that there is a need to coordinate the state statutes and revise them to eliminate their weaknesses and facilitate more rational zoning treatment of community residences for people with disabilities throughout the State of Florida. The state statutes contain provisions that likely do not fully comply with the nation's Fair Housing Act.

Key to establishing a zoning approach in compliance with the Fair Housing Act is classifying community residences on the basis of functionality rather than on the number of people living in the community residence — at least as much as the legal provisions of Florida statutes allow.

As they are now, community residences for people with disabilities (both family and transitional) that house no more than Delray Beach's cap of three unrelated residents in a single housekeeping unit would be treated the same as any other family and would not be included when calculating spacing distances between community residences for people with disabilities.

### **Community residences in general**

As emphasized throughout this report, emulating a biological family is an essential core characteristic of every community residence. It is difficult to imagine how more than ten to 12 individuals can successfully emulate a biological family. Once the number of occupants exceeds a dozen, the home tends to take on the characteristics of a mini–institution rather than a family or a residential use. Delray Beach should consider defining community residences as housing no more than a dozen people, while allowing for a reasonable accommodation process for proposed community residences that demonstrate they can emulate a family and need more than 12 residents for therapeutic and/or financial reasons.<sup>49</sup>

The precise language of the zoning amendments will need to make allowances for the legal provisions in the Florida state statutes on zoning for certain types of community residences for people with specific disabilities.

Note that the state statute governing local zoning for most types of community residences for people with disabilities (called "community residential homes") allows local governments to adopt zoning that is less restrictive than the state statute.<sup>50</sup> While the zoning proposed here is broader in scope than the state statute — covering all types of community residences for all types of disabilities — some of the suggested zoning regulations fall within this statutory provision.

The state statutes, however, do not establish any zoning standards for recovery residences — sober homes, recovery communities, and small halfway

- 49. As explained beginning on page 38, community residences for people with disabilities are subject to the building code provisions to prevent overcrowding that apply to all residential uses. So if the building code would allow just seven people in a dwelling unit, then that is the maximum number of people who can live in that dwelling unit whether it is occupied by a biological family, children in foster care, or the functional family of a community residence for people with disabilities.
- 50. *Florida Statutes*, §419.001(12). "State law on community residential homes controls over local ordinances, but nothing in this section prohibits a local government from adopting more liberal standards for siting such homes."



houses for people in recovery. As discussed earlier, the state statutes do establish a voluntary credential for recovery residences. The credentialing standards and processes are as substantial or even more substantial than some existing licensing laws in other states.

While there are no Oxford Houses in Florida as of this writing, local zoning provisions for community residences must provide for these unstructured, self-operated recovery communities. Oxford House has been recognized by Congress and has its own internal monitoring system in place to inspect and maintain compliance with the Oxford House Charter.<sup>51</sup> The standards and procedures that both Oxford House and the State of Florida's voluntary certification of recovery residences employ are functionally comparable to licensing requirements and procedures for recovery communities in other states.

### Family community residences

Unlike the transitional community residences discussed below, tenancy in family community residences is relatively permanent. There is no limit on how long people can live in them. In terms of stability, tenancy, and functionality, family community residences for people with disabilities are more akin to the traditional owner–occupied single–family home than are transitional community residences for people with disabilities.

To make this reasonable accommodation for more than three people with disabilities who wish to live in a community residence, the proposed zoning ordinance amendments will make family community residences for four to 12 people with disabilities a permitted use in all zoning districts where residential uses are currently allowed, subject to two objective, nondiscretionary administrative criteria:

The specific community residence or its operator must receive authorization to operate the proposed family community residence by receiving the license or certification that the State of Florida requires, certification from an appropriate national accrediting agency, recognition or sanctioning by Congress, or Delray Beach's own local licensing ordinance (if the city chooses to adopt one);<sup>52</sup> and

<sup>51.</sup> Oxford House does not allow its recovery communities to be established in a state until Oxford House has established its monitoring and inspection processes to assure Oxford Houses will operate within the standards established by the Oxford House Charter.

<sup>52.</sup> There appears to be no legal reason why any local Florida jurisdiction could not require recovery residences to obtain certification from the State of Florida to satisfy this criterion. As noted above, Oxford House, which is recognized by Congress, maintains its own standards and procedures that are comparable to the standards and procedures of licensing laws in jurisdictions outside Florida. Consequently, Oxford Houses, as well as recovery residences certified by the State of Florida, would meet this first criterion.

• The proposed family community residence is not located within a rationally-based distance (660 feet, the length of a typical block) of an existing community residence as measured from the nearest lot lines along the public and private pedestrian right of way.

### **Transitional community residences**

Residency in transitional community residences is more transitory than in family community residences because transitional community residences impose a maximum time limit on how long people can live in them.<sup>53</sup> Tenancy is measured in months or weeks, not years. This key characteristic makes a transitional community residence more akin to multiple–family residential uses with a higher turnover rate typical of rentals and condominiums than single–family dwellings with a lower turnover rate typical of single–family ownership housing. Even though multiple–family uses are not allowed in single–family districts, the Fair Housing Act requires every city and county to make a "reasonable accommodation" for transitional community residences for people with disabilities. This reasonable accommodation can be accomplished via the heightened scrutiny of a conditional use permit when an operator wishes to locate a transitional community residence in a single–family district.

However, in multiple–family districts, a transitional community residence for four or more people with disabilities should be allowed as a permitted use subject to two objective, nondiscretionary administrative criteria:

- The specific community residence or its operator must receive authorization to operate the proposed transitional community residence from a license or certification the State of Florida requires, certification from an appropriate national accrediting agency, recognition or sanctioning by Congress, or Delray Beach's own local licensing ordinance (if the city chooses to adopt one);<sup>54</sup> and
- The proposed transitional community residence is not located within a rationally-based distance (660 feet, the length of a typical block) of an existing community residence as measured from the nearest lot lines along the public and private pedestrian right of way.

<sup>54.</sup> There appears to be no legal reason why any local Florida jurisdiction could not require recovery residences to obtain certification from the State of Florida to satisfy this criterion. As noted above, Oxford House, which is recognized by Congress, maintains its own standards and procedures that are comparable to the standards and procedures of licensing laws in jurisdictions outside Florida. Consequently, Oxford Houses, as well as recovery residences certified by the State of Florida, would meet this first criterion.



<sup>53.</sup> Time limits typically range from 30 days to 90 days, and as long as six, nine, or 12 months, depending on the nature of the specific transitional community residence and the population it serves. With no time limit, residents of family community residences can live in them for many years, even decades.

### **Conditional use permit backup**

Sometimes an operator will seek to establish a new community residence within the spacing distance of an existing community residence. For some types of community residences, the local jurisdiction, the State of Florida, and the federal government may not require a license, certification, or accreditation, nor recognize or sanction the congregate living arrangement. In these situations, the heightened scrutiny of a conditional use permit review is warranted to protect the occupants of the prospective community residence from the same mistreatment, exploitation, incompetence, and abuses from which licensing, certification, accreditation, or recognition from Congress protects them. There are two circumstances under which a conditional use permit could be sought:

> (1) **Locating within the spacing distance.** To determine whether a community residence should be allowed within the 660-foot spacing distance from an existing community residence, Delray Beach needs to consider whether allowing the proposed community residence will hinder the normalization for residents and community integration in the existing community residence and/or whether the proposed community residence would alter the character of the neighborhood.

> (2) When no local, state, or federal licensing, certification, or accreditation program or recognition applies. If the operator of a proposed community residence seeks to establish a community residence in Delray Beach for which the city, State of Florida, or the federal government does not require or offer a license or certification (nor shows its approval through sanctioning the use), the operator must show that the proposed community residence will be operated in a manner that protects the health, safety, and welfare of its residents that is comparable to typical licensing standards.<sup>55</sup>

Under the proposed zoning amendments if the required license, certification, or accreditation has been denied to a proposed community residence or its operator, it is ineligible for a conditional use permit and cannot be located in Delray Beach.

In evaluating an application for a conditional use permit, a city *can* consider the cumulative effect of the proposed community residence because altering the character of the neighborhood or creating a *de facto* social service district interferes with the normalization and community integration at the core of a com-

<sup>55.</sup> When evaluating a proposed recovery residence's application for a conditional use permits under these circumstances, a local jurisdiction would be perfectly within its rights to apply the standards for the state's voluntary credentialing program in the interest of protecting the health, safety, and welfare of the residents of the proposed recovery home.

munity residence. A city can consider whether the proposed community residence in combination with any existing community residences will alter the character of the surrounding neighborhood by creating an institutional atmosphere or by creating a *de facto* social service district by concentrating community residences on a block.

It is vital to stress that the decision on a conditional use permit must be based on a record of factual evidence and not on neighborhood opposition rooted in unfounded myths and misconceptions about people with disabilities. As explained earlier in this report, restrictive covenants cannot exclude a community residence for people with disabilities — and such restrictions are, of course, irrelevant when evaluating an application for the conditional use permit.

### Maximum number of occupants

State licensing regulations for community residences often establish the maximum number of individuals who can live in a community residence. Even with these state—imposed caps, the number of residents *cannot* exceed the number permissible under the occupancy provisions of Delray Beach's building code that apply to *all* residences. For example, if the formula in the city's housing or building code limits the number of residents in a dwelling unit to five, no more than five people can live there whether the residence is occupied by a biological family or a functional family of a community residence.

Delray Beach adheres to the *Standard Housing Code 1994 Edition* which establishes minimum dwelling space requirements to prevent overcrowding.<sup>56</sup> The code requires a minimum of 150 square feet of floor space for the first occupant of a dwelling unit and at least 100 additional square feet for each additional occupant, based on the total area of all habitable rooms.<sup>57</sup>

The code also requires a minimum of 70 square feet of floor area for the first occupant of every room occupied for sleeping purposes plus at least 50 square feet for each additional bedroom occupant.<sup>58</sup> These minimum floor area requirements apply to all residences in Delray Beach, including community residences for people with disabilities.

Under this formula, a bedroom in which only one person sleeps could be no smaller than seven feet by ten feet or other dimensions that add up to 70 square feet. A bedroom in which two people sleep could be no smaller than 120 square

58. Ibid. at §306.2.



<sup>56.</sup> Standard Housing Code 1994 Edition (Birmingham, AL: Southern Building Code Congress International, 1994) §306.2. In 1996, Delray Beach adopted this housing code by reference in Section 7.4.1 of the city's Land Development Regulations.

<sup>57.</sup> Ibid. at §306.1.

feet, or ten feet by 12 feet, for example.<sup>59</sup> Keep in mind that these are minimum criteria to prevent overcrowding based on health and safety standards. Bedrooms, of course, are often larger than these minimums. This sort of provision is the type that the U.S. Supreme Court has ruled applies to all residences including community residences.<sup>60</sup>

Under fair housing case law, it is quite clear that *for determining the maximum number of occupants*, community residences established in single-family structures are to be treated the same as all other single-family residences. Those located in a multiple-family structure are to be treated the same as all other multiple-family residences. The number of occupants is typically regulated for health and safety reasons. Delray Beach's current occupancy provisions meet these criteria.

Under the Fair Housing Act, it is clearly improper to apply building or housing code standards for institutions, lodging houses, boarding houses, rooming houses, or fraternities and sororities to community residences for people with disabilities.

However, given that emulation of a biological family is a core component to community residences for people with disabilities, it is reasonable for a jurisdiction to establish the maximum number of individuals in a community residence that certainly can emulate a biological family. It is likely that as many as ten to 12 unrelated individuals in a community residence can emulate a biological family. It is very doubtful if larger aggregations can. Consequently the proposed zoning amendments will cap community residences at 12 occupants and establish a structured administrative "reasonable accommodation" procedure to lift the cap for a specific community residence on a case-by-case basis. The burden will be on the applicant to show the therapeutic or financial need for more than 12 residents and to demonstrate how the residents will emulate a biological family. The proposed community residence will be subject to the spacing and licensing/certification requirements applicable to all community residences for people with disabilities.

<sup>59.</sup> Obviously these dimensions are examples. A 120 square foot room could also be 8 feet by 15 feet as well as other dimensions that total 120 square feet.

<sup>60.</sup> City of Edmonds v. Oxford House, Inc., 514 U.S. 725, 115 S.Ct. 1776, 131 L.Ed.2d 801 (1995). "Maximum occupancy restrictions... cap the number of occupants per dwelling, typically in relation to available floor space or the number and type of rooms. See, e. g., International Conference of Building Officials, Uniform Housing Code § 503(b) (1988); Building Officials and Code Administrators International, Inc., BOCA National Property Maintenance Code §§ PM-405.3, PM-405.5 (1993) (hereinafter BOCA Code); Southern Building Code Congress, International, Inc., Standard Housing Code §§ 306.1, 306.2 (1991); E. Mood, APHA—CDC Recommended Minimum Housing Standards § 9.02, p. 37 (1986) (hereinafter APHA— CDC Standards).[6] These restrictions ordinarily apply uniformly to all residents of all dwelling units. Their purpose is to protect health and safety by preventing dwelling overcrowding. See, e. g., BOCA Code §§ PM-101.3, PM-405.3, PM-405.5 and commentary; Abbott, Housing Policy, Housing Codes and Tenant Remedies: An Integration, 56 B. U. L. Rev. 1, 41-45 (1976)." At 733. [Emphasis added]

#### Other zoning regulations for community residences

All regulations of the zoning district apply to a community residence including height, lot size, yards, building coverage, habitable floor area, off-street parking, and signage. There is no need for the land development code to repeat these requirements in its sections dealing with community residences.

The state's statute reinforces this basic concept:

A dwelling unit housing a community residential home established pursuant to this section shall be subject to the same local laws and ordinances applicable to other noncommercial, residential family units in the area in which it is established.<sup>61</sup>

**Off-Street Parking.** Even within the context of the state statute quoted immediately above, localities can establish off-street parking requirements for community residences for people with disabilities. Some community residences generate parking needs that exceed what a biological family might generate. However, there has to be a rational, factual basis for imposing other zoning requirements on community residences for people with disabilities that exceed the cap of three in Delray Beach's definition of "family." For example, different types of community residences may generate very different off-street parking needs. Generally the residents of community residences do not drive. People with developmental disabilities and the frail elderly do not drive and will not generate a need for off-street parking for their occupants. They will get around town in a vehicle the operator provides. A very small percentage, if any, of people with mental illness may drive.

But unlike the other categories of disabilities, people in recovery often drive and have a motor vehicle. A vehicle is critical for the recovery of many, especially if public transportation is not easily accessible. An essential component of their rehabilitation is relearning how to live on their own in a sober manner. So one of the most common conditions of living in a legitimate recovery community or sober living home is that each resident agrees to spend the day at work, looking for a job, or attending classes. They cannot just sit around the house during the day. Visitor parking can be accommodated on the street as it is for all residential uses.

It is, however, rational to require off-street parking for staff, whether it be live-in staff or staff that works on shifts. The city needs to carefully craft off-street parking requirements for community residences for people with disabilities that allow for the varying needs of community residences for people with different disabilities.



<sup>61.</sup> Florida Statutes, §419.001(8) (2016).

#### Factoring in the Florida state statute on locating community residences

The State of Florida has adopted statewide zoning standards for a mixed bag of what it calls "community residential homes" licensed by the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, the Department of Children and Families, or the Agency for Health Care Administration.<sup>62</sup> Some of these homes house people with disabilities while others do not.<sup>63</sup> This review focuses on community residences occupied by people with disabilities, the class protected under the nation's Fair Housing Act.

Before reviewing the impact of the State of Florida's statute on zoning for community residences, it is important to note that the statute gives localities some leeway to craft local zoning provisions:

> Nothing in this section requires any local government to adopt a new ordinance if it has in place an ordinance governing the placement of community residential homes that meet the criteria of this section. State law on community residential homes controls over local ordinances, but *nothing in this section prohibits a local government from adopting*

#### State Statute's Limited Scope

It is vital to remember that limitations on local zoning that the state statute on the location of "community residential homes" establishes apply only to the community residences licensed by the five state agencies. Local jurisdictions are perfectly free to establish different zoning regulations for community residences not licensed by these five state agencies. None of these five state agencies licenses recovery residences.

more liberal standards for siting such homes.<sup>64</sup>

<sup>62.</sup> The zoning standards appear in Title XXX, Social Welfare, Chapter 419, "Community Residential Homes," §419.001, "Site selection of community residential homes," *Florida State Statutes*, §419.001 (2016).

<sup>63.</sup> The nature of the residents of these homes are defined in *Florida State Statutes*. Among those with disabilities are "frail elder" as defined in §429.65, "person with handicap" as defined in §760.22(7)9(a), and "nondangerous person with a mental illness" as defined in §394.455. Two other categories that may or may not include people with disabilities are "child found to be dependent" as defined in §39.01 or §984.03 and "child in need of services" as defined in §984.03 or §985.03. As of this writing, the State of Florida does not require licensing of community residences that serve people in recovery, althought it offers voluntary credentialing.

<sup>64.</sup> Florida State Statutes, §419.001(10) (2016). Emphasis added.

Consequently, any local jurisdiction is free to adopt its own zoning regulations for community residences for people with disabilities that are "more liberal" or less restrictive than the state's.<sup>65</sup>

As will become apparent in the analysis that follows, the state statute is a bit confusing, seems to contradict itself, and contains a provision that, if challenged in court, would very likely be found to be not in compliance with the nation's Fair Housing Act.

No state law, including Florida's, provides a "safe harbor" for local zoning. A state statute that regulates local zoning for community residences for people with disabilities *can* run afoul of the nation's Fair Housing Act. For example, the State of Nevada had a state statute that required municipalities and counties to treat certain types of community residences for people with disabilities as residential uses, much like Florida's statute does. In 2008, a federal district court found that several other provisions in the Nevada's statute on community residences for people with disabilities violated the Fair Housing Act.<sup>66</sup>

When sued in 2015 over its zoning treatment of community residences for people with disabilities, Beaumont, Texas claimed that it was merely complying with a 1987 state law that established a half-mile spacing distance between community residences for people with disabilities. Beaumont was applying that spacing distance to group homes that fit within its zoning code's definition of "family" which limits to three the number of unrelated people that can constitute a "family." Beaumont settled the case for \$475,000 in damages while agreeing to discontinue imposing its unsupportable half-mile foot spacing distance as well as its excessive building code requirements.<sup>67</sup>

In Florida, the state statute defines "community residential home" as a dwelling unit licensed by one of the five state agencies listed above that "provides a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents."<sup>68</sup> This gives the impression that "community residential homes" house seven to 14 residents.

That's not the case. Later the statute speaks of "[h]omes of six or fewer residents which otherwise meet the definition of a community residential home shall be deemed a single-family unit and a noncommercial, residential use for



<sup>65.</sup> While the author has never before seen statutory language using the phrase "more liberal," the most rational interpretation of the phrase is that it means the same as "less restrictive."

<sup>66.</sup> Nevada Fair Housing Center, Inc. v. Clark County, 565 F.Supp.2d 1178 (D. Nevada, 2008).

<sup>67.</sup> United States of America v. City of Beaumont, Texas, Consent Decree Civil Action No. 1:15–cv–00201–RC (E.D. Texas, May 4, 2016).

<sup>68.</sup> Florida State Statutes, §419.001(1)(a) (2016)

the purpose of local laws and ordinances."69

Without any stated rational basis, the statute treats homes for up to six residents differently than those for seven to 14 residents. Community residential homes for up to six residents must "be allowed in single–family or multifamily zoning without approval by the local government, provided that such homes are not located within a radius of 1,000 feet of another existing such home with six or fewer residents or within a radius of 1,200 feet of another existing community residential home."<sup>70</sup> "Another existing community residential home" appears to mean a home for seven to 14 residents.

The smaller homes are not required to comply with the statute's notification provisions as long as, before it receives its license, the "sponsoring agency" supplies to the local jurisdiction the "most recently published data complied from the licensing entities that identifies all community residential homes within the jurisdictional limits of the local government in which the proposed site is to be located" to show that the proposed homes would not be located within the 1,000 foot spacing distance from an existing community residential home for six or fewer residents or the 1,200 foot spacing distance of an existing community residential home for seven to 14 individuals. When the home is actually occupied, the sponsoring agency is required to notify the local government that the requisite license has been issued.<sup>71</sup>

This statute does not affect the legal nonconforming use status of any community residential home lawfully permitted and operating by July 1, 2016.<sup>72</sup> In addition, the statute states that nothing in the statute "shall be deemed to affect the authority of any community residential home lawfully established prior to October 1, 1989, to continue to operate."<sup>73</sup>

The state statute departs from the rationality of sound planning and zoning practices when it flips basic concepts on their head and requires a more intensive review of "community residential homes" in multiple family zoning districts than in single–family districts.<sup>74</sup> Unlike in single–family districts, the

74. Florida's statute is the first time in more than 40 years of monitoring zoning regulations for community residences that the author has seen more heightened scrutiny for locating community residences in multiplefamily zones than in single –family zones. Normally the greater

<sup>69.</sup> Ibid. at §419.001(2) (2016).

<sup>70.</sup> Ibid.

<sup>71.</sup> Ibid. A sponsoring agency is "an agency or unit of government, a profit or nonprofit agency, or any other person or organization which intends to establish or operate a community residential home." At §419.001(1)(f) (2016).

<sup>72.</sup> Ibid.

<sup>73.</sup> Idid. At §419.001(9) (2016).

state statute gives local governments the ability to approve or disapprove of a proposed "community residential home."

When a site for a community residential home has been selected by a sponsoring agency in an area zoned for multifamily, the agency shall notify the chief executive officer of the local government in writing and include in such notice the specific address of the site, the residential licensing category, the number of residents, and the community support requirements of the program. Such notice shall also contain a statement from the licensing entity indicating the licensing status of the proposed community residential home and specifying how the home meets applicable licensing criteria for the safe care and supervision of the clients in the home. The sponsoring agency shall also provide to the local government the most recently published data compiled from the licensing entities that identifies all community residential homes within the jurisdictional limits of the local government in which the proposed site is to be located. The local government shall review the notification of the sponsoring agency in accordance with the zoning ordinance of the jurisdiction.75

If a local government fails to render a decision to approve or disapprove the proposed home under its zoning ordinance within 60 days, the sponsoring agency may establish the home at the proposed site.<sup>76</sup>

This provision appears to conflict with the earlier paragraph in the state statute establishing that "community residential homes" for six or fewer individuals "shall be allowed in single–family or multifamily zoning **without** approval by the local government" when the spacing distances are met.<sup>77</sup>

The state statute specifies three bases on which a local government can deny the siting of a "community residence home" if the proposed home:

- Doesn't conform to "existing zoning regulations applicable to other multifamily uses in the area"<sup>78</sup>
- Doesn't meet the licensing agency's applicable licensing criteria, "including requirements that the home be located to assure the safe



scrutiny is applied in single–family zones. The basis on which the legislature wrote this provision is an unknown.

<sup>75.</sup> Ibid. at §419.001(3)(a) (2016).

<sup>76.</sup> Ibid. at \$419.001(3)(b) (2016).

<sup>77.</sup> Ibid. at §419.001(2) (2016.

<sup>78.</sup> Ibid. at \$419.001(3)(c)1. (2016).

care and supervision of all clients in the home"79

• Would result in such a concentration of community residential homes in the area in proximity to the site selected, or would result in a combination of such homes with other residences in the community, such that the nature and character of the area would be substantially altered. A home that is located within a radius of 1,200 feet of another existing community residential home in a multifamily zone shall be an overconcentration of such homes that substantially alters the nature and character of the area. A home that is located within a radius of 500 feet of an area of single-family zoning substantially alters the nature and character of the area. A home that is located within a radius of 500 feet of an area of single-family zoning substantially alters the nature and character of the area."<sup>80</sup>

While the first criterion is most reasonable, it is also unnecessary because all residential uses are naturally required to conform to zoning regulations. It is unclear why the state statute needed to single out community residences for people with disabilities.

The second standard is unnecessary because a proposed home that doesn't meet the licensing agency's criteria, it would not receive the license required to operate. It is unclear what circumstances might exist where a community residence would receive a state license and then fail to "be located to assure the safe care and supervision of all clients in the home."

The third criterion almost certainly runs afoul of the nation's Fair Housing Act in several ways. The statute declares that locating a new community residence within the spacing distance constitutes "an overconcentration" of community residences "that substantially alters the nature and character of the area."<sup>81</sup>

In more than 40 years working with zoning for community residences for people with disabilities, we have never come upon any factual basis for that conclusion. The rationale behind this report's recommendation to require a conditional use permit for a community residence proposed to locate within the spacing distance is to enable a case—by—case examination of the facts to determine whether the proposed home would, indeed, interfere with the ability of any existing community residence to achieve its core functions of normalization and community integration of its residents. We are unaware of any factual information to suggest that the mere presence of another community residence within the spacing distances of an existing community residence always cre-

<sup>79.</sup> Ibid. at \$419.001(3)(c)2. (2016).

<sup>80.</sup> Ibid. at \$419.001(3)(c)3. (2016). Emphasis added.

<sup>81.</sup> Ibid. at §419.001(3)(c)3 (2016).

ates a overconcentration or that it always substantially alters the nature and character of any area.  $^{\rm 82}$ 

Finally, the statute's declaration that locating a community residential home within 500 feet of single-family zoning "substantially alters the nature and character of the area" simply lacks any factual foundation. It is difficult to imagine a scenario in which a legal challenge to this statutory provision would fail.

The state statute simply does not allow for the proper review of an application to establish a community residence within the spacing distance required to be allowed as of right. It is critical that zoning allow for the case-by-case review of proposals for such homes to evaluate on the facts presented whether allowing the proposed community residence would actually result in an overconcentration or actually alter the character of the surrounding neighborhood. The Florida statute effectively prevents the proper review.

These state statute provisions regarding overconcentrations and alteration of the nature and character of an area constitute unsubstantiated conclusions that obstruct the ability of a local jurisdiction to make the "reasonable accommodation" that the nation's Fair Housing Act requires for community residences for people with disabilities. The state needs to remove these provisions from the state law if it wishes to comply with the Fair Housing Act.

However, as explained beginning on page 41, the state statute allows local jurisdictions to adopt zoning provisions less restrictive than the state's — which authorizes cities and counties to ignore these unjustifiable and almost certainly illegal state provisions and avoid exposing themselves to legal liability for housing discrimination.

The statute's provision for measuring the spacing distances may also run afoul of the Fair Housing Act. The statute requires that they "be measured from the nearest point of the existing home or area of single–family zoning to the nearest point of the proposed home."<sup>83</sup> When the author of this report first proposed spacing distances in 1974, he suggested using a radius around an existing community residence. As the understanding of community residences grew during the subsequent decades and the case law developed, he recognized that using this "as the crow flies" radius made no sense. To achieve the purpose of the spacing distance, it should be measured from the nearest lot lines along the legal public or private pedestrian right of way as explained beginning on page 15.

The actual zoning amendments for community residences for people with



<sup>82.</sup> For a thorough discussion of these points, see American Planning Association, Policy Guide on Community Residences (Chicago: American Planning Association, Sept. 22, 1997) 8, and for more detailed analysis, Daniel Lauber, "A Real LULU: Zoning for Group Homes and Halfway Houses Under the Fair Housing Amendments Act of 1988" John Marshall Law Review, Vol. 29, No 2, Winter 1996, 369–407.

<sup>83.</sup> Florida State Statutes, §419.001(5) (2016).

disabilities will be crafted to comply with the provisions of the state statutes that do not run afoul of the nation's Fair Housing Act.<sup>84</sup>

#### Impact of Florida Statute on Vacation Rentals

The Florida legislature adopted a state statute that pre–empted home rule and now allows vacation rentals in residential zoning districts throughout the state. Local laws regulating vacation rentals, like Delray Beach's that were in place on June 1, 2011, were allowed to stand.<sup>85</sup>

The state law regarding vacation rentals and local zoning allowed to continue, however, have no impact on how a jurisdiction can zone for community residences for people with disabilities. Vacation rentals are nothing like community residences for people with disabilities. The former are commercial uses while the latter are residential uses. The former do not make any attempt to emulate a biological family; the host is a landlord and there is no effort for the guests to merge into a single housekeeping unit with the host household.

In contrast, a community residence, by definition, is a single housekeeping unit that seeks to emulate a biological family. Family community residences offer a relatively permanent living arrangement that can last for years — far different than a vacation rental. Transitional community residences establish a cap on length of residency that can be as much as six months or a year — yery different than vacation rentals. Unlike the guests in a vacation rental unit, the occupants of a community residence for people with disabilities constitute a vulnerable service-dependent population for which each neighborhood has a limited carrying capacity to absorb into its social structure. The occupants of a community residence are seeking to attain normalization and community integration — two core goals absent from vacation rentals. The occupants of a community residence rely on their so-called "able bodied" neighbors to serve as role models to help foster habilitation or rehabilitation. It is well-documented that the vulnerable occupants of a community residence need protection from unscrupulous operators and care givers. In terms of type of use, functionality, purpose, operations, nature of their occupants, and regulatory framework, there is nothing comparable between vacation rentals and community residences for people with disabilities.

<sup>84.</sup> Local governments have learned that state statutes that violate the Fair Housing Act do *not* offer a "safe harbor." The statutes of the State of Texas had required a plainly illegal 2,500 spacing distance between group homes for people with disabilities. Attempts by cities to justify their 2,500 foot spacing distances based on the state statute failed to shield them from being in violation of the Fair Housing Act.

<sup>85.</sup> Florida State Statutes, §509.032(7)(b) (2016).

### Summary

The proposed regulatory approach offers the least restrictive means needed to achieve the legitimate government interests of protecting people with disabilities from unscrupulous operators, assuring that their health and safety needs are met, enabling normalization to occur by preventing clustering of community residences, and preventing the creation of *de facto* social service districts. Protecting the residents of community residences for people with disabilities also protects the neighborhoods in which the homes are located. These provisions help assure that adverse impacts will not be generated. As with all zoning issues, city staff will enforce zoning code compliance.

The proposed amendments will not change the cap of three unrelated individuals functioning as a single housekeeping unit in the zoning code's definition of "family." The amendments will treat community residences that comply with the cap of three unrelated individuals in the city's definition of "family" the same as any other family. They will impose no additional zoning requirements upon them.

However, when the number of unrelated occupants in a proposed community residence exceeds three unrelated individuals, the proposed amendments will make "family community residences" for people with disabilities a permitted use in all residential districts subject to objective, rationally-based licensing and spacing standards. Transitional community residences will be permitted as of right in all multifamily districts subject to these same two criteria and allowed in single-family districts via a conditional use permit based on standards that are as objective as possible.

When a proposed community residence for four or more people does not satisfy the spacing and licensing criteria to be permitted as of right, the heightened scrutiny achieved by requiring a conditional use permit is warranted. Consequently, the operator would have to obtain a conditional use permit if her proposed community residence would be located within the 660 feet spacing distance from an existing community residence for four or more people or if the proposed home does not fit within any licensing, certification, or accreditation program of the State of Florida, the federal government, or that Delray Beach may adopt. The burden rests on the operator to show that the proposed home would meet the standards Delray Beach requires for issuing a conditional use permit. A community residence that has not been issued a *required* license, certification, or accreditation would *not* be allowed in Delray Beach at all. But when no certification, licensing, or accreditation is required or available, then the community residence operator can seek a conditional use permit under the conditional use permit backup provision.

Since the zoning amendments that will be proposed are strictly for community residences *for people with disabilities*, there will be no change in how Delray Beach regulates halfway houses for prison pre-parolees or sex offenders.

To implement and administer these amendments, the city will need to main-



tain a map and its own internal database of all community residences for people with disabilities within and around Delray Beach<sup>86</sup> — otherwise it would be impossible to implement the spacing distances required by the proposed zoning and by existing state licensing of some types of community residences. To balance the privacy interests of the residents of community residences for people with disabilities with implementing the zoning amendments, availability of the map should be limited to city staff and verified potential applicants seeking to establish a community residence for people with disabilities — as much as is permitted under federal and Florida law.

<sup>86.</sup> Since it is possible that community residences for people with disabilities may be located within whatever spacing distance the city chooses to adopt, it is critical that the city be fully aware of any community residences outside its borders, but within the chosen spacing distance. The adverse effects of clustering community residences do not respect municipal boundaries.

## **Appendix A: Sample Form for Zoning Compliance Application**

The next two pages offer a sample form that Delray Beach could use in addition to any current zoning compliance application forms. The information that the form requests makes it easy for planning officials to objectively determine if the proposed community residence complies with the city's *Land Development Regulations* and whether it should be allowed as of right or must obtain a conditional use permit.

It is crucial that the operators of all proposed community residences be required to complete this form so the city can identify spacing distances between community residences and determine appropriate zoning treatment. Completing this form places no burden on people with disabilities while offering them substantial benefits by helping to prevent clustering so that essential normalization and community integration can occur.

If the city wishes to use this form, it can quickly be converted into a PDF file with fields for the applicant to complete.



### Zoning Determination Application — Delray Beach, Florida

#### **Applicants: Please complete this form**

To establish a community residence for people with disabilities, the owner and/or operator must file this application for a zoning determination. If the application meets the criteria for a community residence for people with disabilities allowed by right in the Delray Beach *Land Development Regulations*, the city will issue a statement of approval within 15 calendar days. No public hearing is required. If staff determines that a conditional use permit is required, a public hearing is necessary and staff will provide instructions on how to apply for this permit. Be sure to keep a copy of this completed application for your records.

#### The applicant must provide all information requested. Please type or print clearly.

Date application submitted to the City of Delray Beach: \_\_\_\_\_, 20\_\_\_\_\_, 20\_\_\_\_\_, Full address of proposed community residence:

Zoning district in which the proposed community residence would be located: \_\_\_\_\_\_

#### **Applicant information:**

Print name of group or individual that will operate the proposed community residence:

Address:	
City-State-Zip Code:	
Telephone:	Cell phone:
Print applicant's name and title:	
Applicant's signature:	

#### Evidence of licensing or certification for proposed community residence or its operator:

- Check here if the State of Florida requires a license or certification to operate the proposed community residence
- Check here if there is *no* applicable national accreditation agency or body for the proposed use.

State or local licensing program under which the proposed community residence will be operated:

## Please submit a copy of any state or federal license or certification you have received to operate the proposed community residence.

Identify the licensing or certification agency (include address, telephone phone number, and, if possible, the contact person) that licenses or certifies the proposed community residence. If the applicant has not received a required license or certification, please explain why not. Use additional paper if needed.

Check and fill in the	maximum length c	of time residents car	n live in the	e proposed commu	nity residence:
🔲 days	months	years	•	_No limitation	
How long will a resi	dent typically live ir	n the home?	_ year(s)	month(s)	weeks

#### **Standard Housing Code Compliance:** Please provide the information requested in the following table:

	Width and length in feet of each bedroom <u>excluding c</u> losets	Total square feet in bedroom <u>excluding</u> closets	Number of residents (including staff, if any) to sleep in the bedroom	Total gross floor area of all habitable rooms of the dwelling unit
1				
2				If you are unsure how to measure this, please
3				ask the City Inspector for instructions.
4				Print the total square
5				footage in the cell
6				below.
Total	number of people to live	e in this dwelling unit:	people	square feet

Describe the general nature of the residents' disabilities (do not discuss specific individuals):

Maximum number of support staff who will live in the home (excludes shift staff): \_

The findings below indicate whether the applicant can establish the proposed community residence as a permitted use or whether a conditional use permit is required. Like all other residences, the proposed community residence must also comply with all other applicable Delray Beach codes.

#### FOR CITY STAFF USE ONLY:

Findings: [City staff person shall fill in or check the appropriate boxes.]

- Zoning district in which proposed use would be located
- \_\_\_\_\_ Number of residents including live—in staff
  \_\_\_\_\_ Number of residents who are people with disabilities

#### Proposed residence is:

- Family community residence
- Transitional community residence
- Not a community residence

- Proposed use or operator is or will be properly licensed, certified, accredited, or recognized by the State of Florida or the federal government (includes uses sanctioned by Congress such as Oxford House)
- The State of Florida does not require a license, certification, accreditation, or recognition for this type of community residence

Closest existing community residence is located \_\_\_\_\_\_ linear feet from the proposed community residence, as measured from the nearest lot lines along the legal public or private pedestrian right of way. List the addresses (and the distance) of all existing community residences within 660 feet:

Determination	
<ul> <li>Proposed use is allowed as of right</li> <li>Proposed use requires a conditional use permit</li> <li>Proposed use is not allowed as of right nor is it eligible for a conditional use permit. Application denied.</li> </ul>	Staff review conducted by: Signed: Date:, 20



# **Appendix B: Representative Studies of the Impacts of Community Residences**

More than 50 scientific studies have been conducted to identify whether the presence of a community residence for people with disabilities has any effect on property values, neighborhood turnover, or neighborhood safety. No matter which scientifically–sound methodology has been used, the studies have concluded that community residences that meet the health and safety standards imposed by licensing and that are not clustered together on a block have no effect on property values — even for the house next door— nor on the marketability of nearby homes, neighborhood safety, neighborhood character, parking, traffic, public utilities, nor municipal services.

The studies that cover community residences for more than one population provide data on the impacts of the community residences for each population in addition to any aggregate data.

The following studies constitute a representative sample. Few studies have been conducted recently simply because this issue has been studied so exhaustively and their findings of no adverse impacts have been so consistent. Consequently, funding just isn't available to conduct more studies on a topic that has been studied so exhaustively.

- Christopher Wagner and Christine Mitchell, Non–Effect of Group Homes on Neighboring Residential Property Values in Franklin County (Metropolitan Human Services Commission, Columbus, Ohio, Aug. 1979) (halfway house for persons with mental illness; group homes for neglected, unruly male wards of the county, 12–18 years old).
- Eric Knowles and Ronald Baba, *The Social Impact of Group Homes: a study of small residential service programs in first residential areas* (Green Bay, Wisconsin Plan Commission June 1973) (disadvantaged children from urban areas, teenage boys and girls under court commitment, infants and children with severe medical problems requiring nursing care, convicts in work release or study release programs).
- Daniel Lauber, *Impacts on the Surrounding Neighborhood of Group Homes for Persons With Developmental Disabilities*, (Governor's Planning Council on Developmental Disabilities, Springfield, Illinois, Sept. 1986) (found no effect on property values or turnover due to any of 14 group homes for up to eight residents; also found crime rate among group home residents to be, at most, 16 percent of that for the general population).
- Minnesota Developmental Disabilities Program, Analysis of Minnesota Property Values of Community Intermediate Care Facilities for Mentally Retarded (ICF–MRs) (Dept. of Energy, Planning and Development 1982) (no difference in property values and turnover rates in 14 neighborhoods with group homes during the two years before and after homes opened, as compared to 14 comparable control neighborhoods without group homes).
- Dirk Wiener, Ronald Anderson, and John Nietupski, Impact of Community–Based Residential Facilities for Mentally Retarded Adults on Surrounding Property Values Using Realtor Analysis Methods, 17 Education and Training of the Mentally Retarded 278 (Dec. 1982) (used real estate agents' "comparable market analysis" method to examine neighborhoods surrounding eight group homes in two medium–sized Iowa communities; found property values in six subject neighborhoods comparable to those in control areas; found property values higher in two subject neighborhoods than in control areas).

- Montgomery County Board of Mental Retardation and Developmental Disabilities, Property Sales Study of the Impact of Group Homes in Montgomery *County* (1981) (property appraiser from Magin Realty Company examined neighborhoods surrounding seven group homes; found no difference in property values and turnover rates between group home neighborhoods and control neighborhoods without any group homes).
- Martin Lindauer, Pauline Tung, and Frank O'Donnell, *Effect of Community Residences for the Mentally Retarded on Real–Estate Values in the Neighborhoods in Which They are Located* (State University College at Brockport, N.Y. 1980) (examined neighborhoods around seven group homes opened between 1967 and 1980 and two control neighborhoods; found no effect on prices; found a selling wave just before group homes opened, but no decline in selling prices and no difficulty in selling houses; selling wave ended after homes opened; no decline in property values or increase in turnover after homes opened).
- L. Dolan and J. Wolpert, Long Term Neighborhood Property Impacts of Group Homes for Mentally Retarded People, (Woodrow Wilson School Discussion Paper Series, Princeton University, Nov. 1982) (examined long-term effects on neighborhoods surrounding 32 group homes for five years after the homes were opened and found same results as in Wolpert, *infra*).
- Julian Wolpert, *Group Homes for the Mentally Retarded: An Investigation of Neighborhood Property Impacts* (New York State Office of Mental Retardation and Developmental Disabilities Aug. 31, 1978) (most thorough study of all; covered 1570 transactions in neighborhoods of ten New York municipalities surrounding 42 group homes; compared neighborhoods surrounding group homes and comparable control neighborhoods without any group homes; found no effect on property values; proximity to group home had no effect on turnover or sales price; no effect on property value or turnover of houses adjacent to group homes).
- Burleigh Gardner and Albert Robles, *The Neighbors and the Small Group Homes for the Handicapped: A Survey* (Illinois Association for Retarded Citizens Sept. 1979) (real estate brokers and neighbors of existing group homes for the retarded, reported that group homes had no effect on property values or ability to sell a house; unlike all the other studies noted here, this is based solely on opinions of real estate agents and neighbors; because no objective statistical research was undertaken, this study is of limited value).
- Zack Cauklins, John Noak and Bobby Wilkerson, *Impact of Residential Care Facilities in Decatur* (Macon County Community Mental Health Board Dec. 9, 1976) (examined neighborhoods surrounding one group home and four intermediate care facilities for 60 to 117 persons with mental disabilities; members of Decatur Board of Realtors report no effect on housing values or turnover).
- Suffolk Community Council, Inc., Impact of Community Residences Upon Neighborhood Property Values (July 1984) (compared sales 18 months before and after group homes opened in seven neighborhoods and comparable control neighborhoods without group homes; found no difference in property values or turnover between group home and control neighborhoods).
- Metropolitan Human Services Commission, *Group Homes and Property Values: A Second Look* (Aug. 1980) (Columbus, Ohio) (halfway house for persons with mental illness; group homes for neglected, unruly male wards of the county, 12–18 years old).
- Tom Goodale and Sherry Wickware, *Group Homes and Property Values in Residential Areas*, 19 Plan Canada 154–163 (June 1979) (group homes for children, prison pre–parolees).
- City of Lansing Planning Department, *Influence of Halfway Houses and Foster Care Facilities Upon Property Values* (Lansing, Mich. Oct. 1976) (No adverse impacts on property values due to halfway houses and group homes for adult ex–offenders, youth offenders, alcoholics).
- Michael Dear and S. Martin Taylor, *Not on Our Street*, 133–144 (1982) (group homes for persons with mental illness have no effect on property values or turnover).



- John Boeckh, Michael Dear, and S. Martin Taylor, *Property Values and Mental Health Facilities in Metropolitan Toronto*, 24 The Canadian Geographer 270 (Fall 1980) (residential mental health facilities have no effect on the volume of sales activities or property values; distance from the facility and type of facility had no significant effect on price).
- Michael Dear, *Impact of Mental Health Facilities on Property Values*, 13 Community Mental Health Journal 150 (1977) (persons with mental illness; found indeterminate impact on property values).
- Stuart Breslow, *The Effect of Siting Group Homes on the Surrounding Environs* (1976) (unpublished) (although data limitations render his results inconclusive, the author suggests that communities can absorb a "limited" number of group homes without measurable effects on property values).
- P. Magin, Market Study of Homes in the Area Surrounding 9525 Sheehan Road in Washington Township, Ohio (May 1975) (available from County Prosecutors Office, Dayton, Ohio). (found no adverse effects on property values.)



## Town of Miami Lakes Memorandum

To:Honorable Mayor and CouncilmembersFrom:Alex Rey, Town ManagerSubject:Hemp AmendmentDate:10/2/2018

#### **Recommendation:**

Staff recommends approval of the ordinance amending the definitions in section 13-799.7 to exclude hemp derived products and commercial and industrial activities related to hemp derived products from the objective of the ban.

#### **Background:**

On Tuesday, September 5, 2017, the Town Council of the Town of Miami Lakes considered and adopted Ordinance No. 17-210 creating section 13-799.7 in the Land Development Code, banning cannabis dispensaries, medical marijuana treatment facilities, and independent testing laboratories related thereto as provided for by Florida Statute 381.986(11)(b).

As a result of the new ordinance, all commercial and industrial activities related to the sale or manufacture of products within genus cannabis were banned within the boundaries of the Town. Staff has been made aware that the definition adopted via the ordinance, may have been unduly broad, and may have excluded otherwise legal commercial and industrial activities, that although they are related to products extracted from a plant within the genus cannabis they do not constitute a medical marijuana product, nor do they contain any of the psychoactive ingredients such as tetrahydrocannabinol (THC) in amounts large enough to have psychoactive effects.

#### ATTACHMENTS: Description

Ordinance Staff Report

#### ORDINANCE NO. 18-\_\_\_\_

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ZONING; AMENDING SECTION 13-799.7, "CANNABIS DISPENSARIES, MEDICAL MARIJUANA TREATMENT FACILITIES, AND INDEPENDENT TESTING LABORATORIES"; AMENDING DEFINITIONS; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature in 2014 enacted a Low-TCH (less then .8% THC) and High CBD (10% or more) Statute, also known as the "Compassionate Medical Cannabis Act of 2014" (codified as Section 381.986, Florida Statutes) ("Act").

WHEREAS, the Act authorized a limited number of large nurseries to cultivate, process, transport and dispense non-euphoric, Low-THC/High-CBD cannabis and operate as "Dispensing Organizations" for individuals with certain specified serious ailments; and

**WHEREAS,** THC is the byproduct of Cannabis associated with the psychotropic effect derived from the intake of Cannabis, also known as Marijuana.

WHEREAS, CBD is the byproduct of Cannabis associated with medicinal properties; and

WHEREAS, Low-THC/High-CBD products are commonly known as Hemp, and commonly sold as cannabidiols ("Hemp")

**WHEREAS,** in 2014, the U.S. Congress passed the "Farm Bill" which legalized the cultivation, production and use of Hemp; and

WHEREAS, on November 8, 2016, Florida's voters voted in favor of an amendment to the Florida Constitution, titled "Use of Marijuana for Debilitating Medical Conditions ("Amendment 2"); and

WHEREAS, Amendment 2 fully legalizes the medical use of high THC (more than .8%) marijuana ("Medical Marijuana") throughout the State of Florida for those individuals with specified debilitating conditions, and authorized the cultivation processing, distribution and sale of marijuana and related activities by licensed Medical Marijuana Treatment Centers; and

WHEREAS, as the result of the passing of Amendment 2, in 2016 the Florida Legislature amended the Compassionate Medical Cannabis Act (Section 381.986, Florida Statutes) to include the use of Medical Marijuana for eligible patients with terminal conditions; and

**WHEREAS,** Section 381.986(11)(b), Florida Statutes, permits municipalities to determine by ordinance to ban dispensing facilities and medical marijuana treatment facilities; and

WHEREAS, On Tuesday, September 5, 2017, the Town Council of the Town of Miami Lakes considered and adopted Ordinance No. 17-210 creating section 13-799.7 in the Land Development Code, banning cannabis dispensaries, medical marijuana treatment facilities, and independent testing laboratories related thereto as provided for by Florida Statute 381.986(11)(b).

Ordinance No. 18-\_\_\_\_ Page **3** of **9** 

WHEREAS, On April 12, 2018, Florida Department of Agriculture passed rule 5B-57.013 providing for Hemp planting pilot projects at University of Florida, Florida Agricultural and Mechanical University, and any other land grant university in the state that has a college of agriculture; and

WHEREAS, Cannabidiol or CBD oil is being studied for medicinal and nutritive purposes and is currently sold as a food additive or a nutraceutical; and

WHEREAS, Hemp has much lower tetrahydrocannabinol (THC) content (less than 0.3%) than medical marijuana (between 5 and 20%), and is therefore not a psychoactive agent; and

WHEREAS, the Administrative Official reviewed the proposed amendment to the and recommends approval, as set forth in the Staff Analysis and Recommendation dated October 2, 2018 and incorporated into this Ordinance by reference; and

WHEREAS, the Town Council appointed the Planning and Zoning Board as the Local Planning Agency (LPA) for the Town pursuant to Section 163.3174, Florida Statutes; and

WHEREAS, on October \_\_\_\_\_, 2018, after conducting a properly noticed public hearing, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, acted in accordance with state law, and in specific compliance with Section 163.3174, Florida Statutes and reviewed and recommended approval to the Miami Lakes Town Council; and

WHEREAS, on October \_\_\_\_, 2018, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official, the Town Council moved the proposed amendment on first reading

for second reading and consideration of adoption; and

**WHEREAS,** The Town Council finds that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for evaluation of an amendment to the Land Development Code found in Subsection 13-306(b) of the Town Code; and

WHEREAS, on October \_\_\_\_, 2018, after conducting a properly noticed public hearing and considering the recommendations of the public, the Local Planning Agency, and the Administrative Official, the Town Council finds it in the public interest to adopt the proposed ordinance.

## NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, HEREBY ORDAINS AS FOLLOWS.

**Section 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**Section 2. Findings.** After considering Staff's report, both submitted in writing and presented orally and the public, the Town Council finds, pursuant to Subsection 13-306(b) of the Town Code, that the proposed amendment is consistent with the Town of Miami Lakes Comprehensive Plan and the criteria for evaluation of an amendment to the Land Development Code found at Subsection 13-306(b) of the Town Code as provided for in the Staff Recommendation and Analysis Report.

**Section 3. Approval.** The Town Council hereby adopts the amendment as provided at Exhibit "A"

Section 4. Repeal of Conflicting Provisions. All provisions of the Code of the Town

Additions to the text are shown in <u>underlined</u>; deletions from the text are shown in <del>strikethrough</del>. Omitted portions of this ordinance are shown as "\* \* \*".

Ordinance No. 18-\_\_\_\_ Page 5 of 9

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.

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Ordinance No. 18-\_\_\_\_ Page **6** of **9** 

#### FIRST READING

The foregoing ordinance was offered by Councilmember	who	moved
its adoption on first reading. The motion was seconded by Councilmember _		
and upon being put to a vote, the vote was as follows:		

Mayor Manny Cid	
Vice Mayor Frank Mingo	
Councilmember Luis Collazo	
Councilmember Tim Daubert	
Councilmember Ceasar Mestre	
Councilmember Nelson Rodriguez	
Councilmember Marilyn Ruano	

Passed on first reading this \_\_\_\_\_ day of September, 2018.

#### [THIS SPACE INTENTIALLY LEFT BLANK]

Ordinance No. 18-\_\_\_\_ Page **7** of **9** 

#### **SECOND READING**

The foregoing ordinance was offered by Councilmember		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 CidVice Mayor Frank MingoCouncilmember Luis CollazoCouncilmember Tim DaubertCouncilmember Ceasar MestreCouncilmember Nelson RodriguezCouncilmember Marilyn Ruano		
Passed and adopted on second reading this day of		_, 2018.
Attest:	1	

Gina Inguanzo TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr. Gastesi & Associates, P.A. TOWN ATTORNEY

#### EXHIBIT A

#### Chapter 13 - LAND DEVELOPMENT CODE

\* \* \*

#### **ARTICLE IV. - ZONING DISTRICT REGULATIONS**

\* \* \*

# DIVISION 21. - ADDITIONAL BUSINESS, COMMERCIAL, INDUSTRIAL AND OTHER USE REGULATIONS

\* \* \*

## 13-799.7 Low THC Facilities, Cannabis Dispensaries, Medical Marijuana Treatment Facilities, and Independent Testing Laboratories.

With the exception of Low THC Cannabis, as defined in this Section, Cannabis Dispensaries, Medical Marijuana Treatment Facilities, and Independent Testing Laboratories are prohibited within the territorial jurisdiction of the Town of Miami Lakes as provided at Florida Statue 381.986.

**13-799.7(1) Definitions.** For purposes of this section, the following words terms and phrases, including their respective derivatives have the following meanings:

- a. *Cannabis* means all parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant and every compound, manufacture, salt derivative, mixture or preparation of the plant or its seeds or resin. Also known as marijuana.
- b. *Cannabis dispensary* means an establishment where the cultivation of the cannabis plant, sale of the cannabis plant, sale of any part of the cannabis plant, including its flowers and any derivative product of the cannabis plant, <u>not</u> including low-THC cannabis, is dispensed at retail.
- c. *Derivative product* means any form of cannabis suitable for routes of administration.
- d. *Independent testing laboratory* means a laboratory, including the managers, employees, or contractors of the laboratory, which has no direct or indirect interest in a dispensing organization.

Additions to the text are shown in <u>underlined</u>; deletions from the text are shown in <del>strikethrough</del>. Omitted portions of this ordinance are shown as "\* \* \*".

- e. *Low-THC cannabis* means a plant of the genus *Cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin that is dispensed only from a dispensing organization approved by the Florida Department of Health pursuant to Section 381.986, Florida Statutes.
- f. *Low-THC cannabis dispensary* means an establishment where low-THC cannabis is dispensed at retail.
- g. *Medical cannabis* means all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, sale, derivative, mixture, or preparation of the plant or its seeds or resin that is dispensed only from a dispensing organization for medical use by an eligible patient as defined in s. 499.0295, Florida Statutes.
- h. *Medical Marijuana Treatment Facility* means business entities that cultivate, process, and dispense cannabis for medicinal purposes to qualified patients.



Department of Planning, Zoning and Code Compliance 6601 Main Street • Miami Lakes, Florida 33014 Office: (305) 364-6100 • Fax: (305) 558-8511 Website: <u>www.miamilakes-fl.gov</u>

#### Staff Analysis and Recommendation

To: Honorable Mayor and Town Council

From: Alex Rey, Town Manager

Subject: Cannabidiol and Industrial Hemp products

Date: October 2, 2018

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO ZONING; AMENDING SECTION 13-799.7, "CANNABIS DISPENSARIES, MEDICAL MARIJUANA TREATMENT FACILITIES, AND INDEPENDENT TESTING LABORATORIES"; AMENDING DEFINITIONS; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

#### A. BACKGROUND

On Tuesday, September 5, 2017, the Town Council of the Town of Miami Lakes considered and adopted Ordinance No. 17-210 creating section 13-799.7 in the Land Development Code, banning cannabis dispensaries, medical marijuana treatment facilities, and independent testing laboratories related thereto as provided for by Florida Statute 381.986(11)(b).

As a result of the new ordinance, all commercial and industrial activities related to the sale or manufacture of products within genus *cannabis* were banned within the boundaries of the Town. Staff has been made aware that the definition adopted via the ordinance, may have been unduly broad, and may have excluded otherwise legal commercial and industrial activities, that although they are related to products extracted from a plant within the genus *cannabis* they do not constitute a medical marijuana product, nor do they contain any of the psychoactive ingredients such as tetrahydrocannabinol (THC) in amounts large enough to have psychoactive effects.

#### **B. STAFF RECOMMENDATION**

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending the definitions in section 13-799.7 to exclude hemp derived

products and commercial and industrial activities related to hemp derived products from the objective of the ban.

#### C. ANALYSIS

The Land Development Code (LDC) 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 proposed 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:* Although the Comprehensive Plan does not specifically address uses presented in the proposed ordinance, Objective 1.2 provides underlying intent to ensure the LDC's appropriately regulate the use of land reflective of the community's desires. Notwithstanding the Federal Government's laws pertaining to marijuana and/or its derivative products, supporting such uses within the Town's LDC may result in impacts that are not entirely foreseeable at this time.

Objective 1.2: LAND DEVELOPMENT CODE

Maintain an effective and efficient Land Development Code (LDC), which implements the community vision underlying the goals, objectives and policies of adopted Comprehensive Plan, regulates the quality, scope and impacts of new development and redevelopment, coordinates future land uses with topography and soil conditions, and incorporates innovative land development techniques.

Finding: Complies

# 2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.

*Analysis:* The proposed ordinance conforms with the Town's LDC's. A review of the LDC's found no conflicts. Further, as proposed, the ordinance is consistent with adopted Florida Senate Bill SB 8-A as provided at Section 381.986, Florida Statutes.

Finding: Complies.

# 3. Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether such changes support or work against the proposed change in land use policy.

*Analysis:* See Section "A", Background, of this report. The Background section of this report provides a fuller accounting of the evolution of legalized low THC cannabis and medical marijuana within the State of Florida.

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 Section "A", Background, of this report.

Finding: Complies.

5. Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

6. Whether, and the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of any groundwater aquifers, wildlife habitats, and vegetative communities.

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

7. Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.

Analysis: See Section "A", Background, of this report.

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 Section "A", Background, 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 Section "A", Background, of this report. No portion of the proposed amendment is in conflict with the existing regulations of the LDC.

Finding: Complies.

# 10. Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.

*Analysis:* See Summary Section and all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether the proposed FLUM amendment is appropriate and consistent with the public interest. The Analysis Section addressed the conditions suggested by the Planning and Zoning Board.

Finding: As determined by the Town Council.



## Town of Miami Lakes Memorandum

To:Honorable Mayor and CouncilmembersFrom:Alex Rey, Town ManagerSubject:Strategic Plan Update - New Initiatives, Goals, and Revised Strategic Priority AdoptionDate:10/2/2018

#### **Recommendation:**

It is recommended that the Town Council adopts new initiatives, goals, and revised strategic priority of the 2025 Strategic Plan for the Town of Miami Lakes and to actively pursue these initiatives, including the authority to make requests to appropriate agencies, to propose appropriate amendments to the Town Code and Comprehensive Plan, and to pursue appropriate grants and recommend appropriate appropriations to implement these initiatives.

#### **Background:**

In 2001, the Town of Miami Lakes (the "Town") created its first strategic plan in order to set forth a clear vision for the Town for the following five years. In 2006, via Resolution 2006-415, the Town Council adopted the Town's 2006-2011 Strategic Plan, and in 2015, via Resolution 2015-1333, the Town Council adopted the Town's 2015-2025 Strategic Plan.

In April 18, 2018, at the 1st New Initiatives 2025 Strategic Plan Workshop FY2018, the Council reviewed and discussed the White Papers submitted by the Staff in regard to the new initiatives proposed by the Mayor and Council prior the Workshop.

Based on inputs from the workshop, below is a list of the revised strategic priority, new goals, and new initiatives recommended for the Town to pursue, as well as those that are set as visionary (future) initiatives. If the Town's updated 2025 Strategic Plan is approved, staff would be authorized and have the Council's endorsement to pursue these initiatives with responsible outside agencies, make grant requests and recommend appropriations to implement them, as well as to add these new initiatives and goals into the long-term Funding Strategy Plan that presents a financial strategy towards the implementation of the plan. White papers with additional information on these items are attached as Exhibit A.

Revised Strategic Priority:

In light of the tragic events at Marjory Stoneman Douglas School (post 02-14-18), the Town Council approved amending the sixth (6th) strategic priority in order to reintroduce Safety as a key component of the

2015-2025 Strategic plan. The revised sixth (6th) strategic priority will be: Achieve National Recognition as a "Model Town" for Creativity, Education, Innovation, Use of Technology, and **Public Safety**.

New Initiatives and Goals:

Initiative (6.6.1) - Creation of Miami Lakes Autism Charter School in Conjunction with Private Providers

Initiative (6.6.2) – Create Special Population Center for Developmentally Disabled Adults Similar to Hialeah's Edgar J. Hall

Initiative (6.6.3) – Establish Autism Shines in Miami Lakes

Initiative (5.3.3) – Conduct a yearly survey to obtain resident feedback (Revised: Build Different Methodologies to Obtain Annual Satisfaction Feedback)

Amendment to initiative (2.3.1) – Develop Madden's Hammock Park to include assessing the opportunity of setting aside land as a permanent pasture for Dairy Cows with the intent to preserve the integrity of the Town's seal under existing goal (3.1) - Increase the Town of Miami Lakes' Brand Awareness so it Extends to all Offerings and Interactions.

Initiative (6.7.1) – Pursue alternatives and funding sources for Additional Security at our Local Schools

Initiative (1.9.4) - Incorporate Adaptive Signalization at the future planned intersection at NW 154th St and 77th Ave (Wellness WAY)

Initiative (1.6.4) - Add a P3 for a Proper Over Ground Pedestrian Connection on NW 67th Avenue Between both Sides of Main Street as a visionary project.

ATTACHMENTS:

Description Resolution Exhibit A

#### **RESOLUTION NO. 18-**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ADOPTING THE 2015-2025 STRATEGIC PLAN REVISED TOWN'S STRATEGIC PRIORITY, NEW GOALS AND NEW **INITIATIVES; AUTHORIZING THE TOWN MANAGER** TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE REVISED STRATEGIC PRIORITY, NEW GOALS, AND NEW INITIATIVES UNDER THE 2015-2025 STRATEGIC PLAN; PROVIDING FOR AN **EFFECTIVE DATE.** 

WHEREAS, in 2001, the Town of Miami Lakes (the "Town") created its first strategic plan to set forth a clear vision for the Town for the following five years; and

WHEREAS, in 2006, the Town adopted its second, five-year strategic plan (2006-2011), which was incorporated in Resolution 2006-415; and

WHEREAS, during the month of January 2014, the Town began work on a 2015-2025 strategic plan, and included the participation and input of Town residents and business leaders; and

WHEREAS, in 2015, the Town adopted its ten (10) year strategic plan (2015-2025), which was incorporated in Resolution 15-1333; and

WHEREAS, on April 18, 2018, the Town Council held a workshop to discuss their proposed new initiatives and revisions to the 2015-2025 strategic plan, and its findings and proposed amendments are attached hereto as Exhibit "A"; and

**WHEREAS,** the Town Manager recommends the adoption of the April 18, 2018 Workshop findings and the proposed amendments as described in Exhibit "A"; and WHEREAS, the Town Council believes that the adoption of the April 18, 2018 Workshop findings and the proposed amendments as described in Exhibit "A" are in the best interest of the Town.

## NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. <u>Recitals</u>. The foregoing Recitals are true and correct and incorporated herein by this reference.

#### Section 2. Adoption of the 2025 Strategic Plan Revised Strategic Priority,

<u>New Goals, and New Initiatives.</u> The Town Council hereby adopts the Town of Miami Lakes 2015-2025 Strategic Plan revised strategic priority, new goals, and new initiates, attached hereto as Exhibits "A".

Section 3. Authorization of Town Officials. The Town Manager and/or his designee are authorized to take all steps necessary to implement and promote the revised strategic priority, new goals, and new initiatives outlined in the Town of Miami Lakes 2025 Strategic Plan.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

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Page **3** of **3** Resolution No.

Passed and adopted this 17<sup>th</sup> day of July, 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 Frank Mingo Councilmember Luis Collazo \_\_\_\_\_ Councilmember Timothy Daubert \_\_\_\_\_ Councilmember Ceasar Mestre \_\_\_\_\_ Councilmember Nelson 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"

# NEW INITIATIVE (WHITE PAPER) FY2018 \*\* CREATION OF MIAMI LAKES AUTISM CHARTER SCHOOL IN CONJUNCTION WITH PRIVATE PROVIDERS \*\*

April 18, 2018

#### **Proposed by: Mayor Manny Cid**

#### 1. Strategic Structure

Strategic Priority (6) – Achieve National Recognition as a "Model Town" for Creativity, Education, Innovation, Use of Technology, and Public Safety

New Goal (6.6) - Establish an All-Inclusive Town

New Initiative (6.6.1) - Create Miami Lakes Autism Charter School Managed by Miami Dade County Public Schools Board

#### 2. Legality

According to the Florida statutes, charter school may be formed by creating a new school or converting and existing public school into a charter status.

#### 3. Funding Source & Cost Estimates

During the new business plan meeting, it was discussed that the School Board District would be willing to manage an autism charter school in Town as the managing entity while South Florida Autism Charter Schools (SFACS) would administer the day to day operations.

The District would be able to provide the building at HML to expand these services. South Florida Autism Charter Schools (SFACS) would manage the day to day operations which includes policing, books, facility maintenance, among other things.

The Charter School would be a K-12 facility.

Goleman H.S. and Bob Graham Ed. Center would continue having the programs they have today. These programs work well with highly functional people on the spectrum but, not so much with the other portion of the spectrum that is not as highly functional. This is the community that the TOML is trying to serve with this initiative.

#### 4. Responsible Organizational Units / Resource Requirements

Resource requirement will be low as the school board and SFAC will be handling the ongoing responsibilities. The Town will be facilitating the process as needed.

#### 5. High-Level Timeline/Schedule

Approximately a year to set up.

#### 6. Performance Tracking Measures Toward Achieving the Associated Goal

Completion of project and, maintain top rated school standard.

#### 7. Identify Synergies to other Goals or Strategies

Achieve recognition as "Model Town" for creativity, education, innovation, use of technology, and Public Safety

# 8. Feasible Alternative Strategies Addressing at a Minimum, Funding and Timeline, and may Provide Other Benefits of the Alternatives

Feasible alternative strategies include advising the community of programs like the South Florida Autism Charter School located at 18305 NW 75 Ave., which serves students from K-12.

However, SFAC is up to capacity at this point, which is why adding another charter school in the vicinity would help meet the existing demand.

# NEW INITIATIVE (WHITE PAPER) FY2018 \*\* CREATION OF A SPECIAL POPULATIONS CENTER FOR DEVELOPMENTALLY DISABLED ADULTS SIMILAR TO HIALEAH'S EDGAR J. HALL FACILITY \*\* May 1, 2018

Proposed by: Mayor Manny Cid

#### 1. Strategic Structure

Strategic Priority (6) - Achieve National Recognition as a "Model Town" for Creativity, Education, Innovation, Use of Technology, and Public Safety

New Goal (6.6) - Establish an All-Inclusive Town

New Initiative (6.6.2) - Creation of a Special Populations Center for Developmentally Disabled Adults similar to Hialeah's Edgar J. Hall Facility

#### 2. Legality

To create a Town Special Populations Center for Developmentally Disabled Adults similar to Hialeah's Edgar J. Hall Facility. The City of Hialeah's Edgar J. Hall Special Population Center, located at 2250 W 60 Street, offers a day and evening program for developmentally disabled adults. Participants enjoy fun social events, Special Olympics training and competitions, and day-to-day personal development activities. Parents of participants benefit from the shared community life that revolves around the center as well as a safe haven for their adults while they are away at work.

The Town would seek to enter into a private/public partnership to create a center within the Town. The Town will work with a third-party provider to determine a location for the center at an existing Town facility to start the program and begin building its user group. Thereafter, the Town will seek to change the use of the future 8,000 sq. ft. commercial space that will be provided to the Town under the development agreement for the Dunn properties from a senior center to allow this to be the future site of the Town's special populations center. The facility will need to meet all ADA regulations and all programming and staffing will need to obtain any licensing requirements to have this facility, as applicable.

#### 3. Funding Source & Cost Estimates

Our agreement would be with a third-party provider (we only provide the facility), the partner would operate the program, charge for services of the program, seek grants, (they are Medicaid eligible). The Town would seek reimbursement for janitorial services and facility wear and tear items similar to other third-party program providers. The Town could

estimate annual costs for utilities and general maintenance of the future 8,000 sq. ft. facility to be between \$75,000-\$150,000 annually.

#### 4. Responsible Organizational Units / Resource Requirements

The Community and Leisure Services Department will be the lead department for plan implementation. A full time special needs specialist or coordinator may be needed if Town supervised.

#### 5. High-Level Timeline/Schedule

TBD; 2-5 years depending on approach.

#### 6. Performance Tracking Measures Toward Achieving the Associated Goal

Completion and opening of facility; # of programs offered; participants attending

#### 7. Identify Synergies to other Goals or Strategies

Staff could look to partner with the City of Hialeah and third-party partners to for guidance during development. Potential grant funding opportunities may be available for this purpose, but funding may trigger new obligations.

# 8. Feasible Alternative Strategies Addressing at a Minimum, Funding and Timeline, and may Provide Other Benefits of the Alternatives

Staff could look to partner with the City of Hialeah to and subsidize programs at the existing center in Hialeah for the benefit of Town residents.

# NEW INITIATIVE (WHITE PAPER) FY2018 \*\* ESTABLISH AUTISM SHINES IN MIAMI LAKES \*\*

#### April 18, 2018

#### Proposed by: Councilmember Marilyn Ruano

#### 1. Strategic Structure

Strategic Priority (3) – Achieve National Recognition as a "Model Town" for Creativity, Education, Innovation, Use of Technology, and Public Safety

New Goal (6.6) - Establish an All-Inclusive Town

New Initiative (6.6.3) – Establish Autism Shines in Miami Lakes

#### 2. Description & Legality

In collaboration with the Center for Autism & Related Disabilities (CARD), the Town can engage in an economic development initiative that supports healthy interactions between businesses and their patrons with autism through Autism Shines Miami Lakes. The program, administered by CARD, would provide sensitivity training to potential employers in Miami Lakes. Once trained and ready to appropriately and effectively conduct business with persons on the spectrum, CARD provides an Autism Shines branded sticker for the business to place on their storefront thus promoting the Town's emerging Inclusion Policy.

The Program is provided by CARD. The relationship is between two private parties, the business and CARD. The Town would not carry any liability.

#### 3. Funding Source & Cost Estimates

The Program is funded by CARD. The Town's contribution would be to promote and acknowledge the efforts toward an all-inclusive community. Only staff time would be required to promote the Program through our media channels.

#### 4. Responsible Organizational Units / Resource Requirements

#### Community Engagement and Outreach

#### 5. High-Level Timeline/Schedule

Two to Six months to initiate the Program; depending on CARD's availability.

#### 6. Performance Tracking Measures Toward Achieving the Associated Goal

The performance metric would be the number of business who have been trained and desensitized as evident by the Autism Shines in Miami Lakes branded sticker on the storefront.

#### 7. Identify Synergies to other Goals or Strategies

Staff recommends, if adopted, that this initiative be within the Strategic Priority #6: Achieve National Recognition as a "Model Town" for Creativity, Education, Innovation, Use of Technology, and Public Safety. The new Goal would be: (6.6) Establish an All-Inclusive Town with supporting initiative (6.6.3) Establish Autism Shines in Miami Lakes.

# 8. Feasible Alternative Strategies Addressing at a Minimum, Funding and Timeline, and may Provide Other Benefits of the Alternatives

Opportunities for further development of the All-Inclusive Town Goal will be developed by the work of the Special Needs Advisory Board (SNAB)

# NEW INITIATIVE (WHITE PAPER) FY2018 \*\*CONDUCT A YEARLY SURVEY TO OBTAIN RESIDENT FEEDBACK (REVISED: BUILD DIFFERENT METHODOLOGIES TO OBTAIN ANNUAL SATISFACTION FEEDBACK) \*\*

April 18, 2018

Proposed by: Mayor Manny Cid

#### 1. Strategic Structure

Strategic Priority (5) - Achieve Better Communication, Transparency and Public Participation on all Issues

Goal (5.3) - Increase Public Participation

New Initiative (5.3.3) – Build Different Methodologies to Obtain Annual Satisfaction Feedback

#### 2. Legality

There are no legal restrictions, however, under Chapter 119 of the Florida Statue all municipal records are open for personal inspection and copying by any person. All records shall be stored and kept for the purposes of public records.

#### 3. Funding Source & Cost Estimates

There are several options to obtaining resident feedback. Non-scientific surveys and/or polls provided through either Survey Monkey or Social Media outlets provide real-time results at no cost. Telephone or Robo-Call Surveys range from \$5,000 to \$10,000; Mail-in Surveys range from \$2,500 to \$5,000; Randomly selected, statistically valid survey cost about \$25,000.

#### 4. Responsible Organizational Units / Resource Requirements

Community Engagement & Outreach Department.

#### 5. High-Level Timeline/Schedule

Annual or every other year survey to be issued during the 2Q-FY, survey tabulated and available to administration and legislative board during the 3Q-FY. Survey results may provide insight for budgeting purposes 4Q-FY.

#### 6. Performance Tracking Measures Toward Achieving the Associated Goal

Town-wide surveys can be designed to provide the administration and the legislative board with reliable feedback from a resident perspective. These surveys provide descriptive information that goes beyond that of performance measures as reported on the Quarterly Performance Reports; any complete measure of success would have to include input from the members of the community. By repeating survey questions annually, we can track performance over time.

#### 7. Identify Synergies to other Goals or Strategies

Replicating the survey on a periodic basis will provide administration and legislative board with regular and reliable information from the residents. The data gathered shall support the push to achieving the goal of mission statement adopted for the 2015 Strategic Action Plan: We want Miami Lakes to be the model of a friendly, open, innovative, effective, and efficient government for its residents and businesses.

# 8. Feasible Alternative Strategies Addressing at a Minimum, Funding and Timeline, and may Provide Other Benefits of the Alternatives

Leveraging partnerships with community organizations that perform surveys and population studies for key populations for data-sharing and data-mining.

AMENDMENT TO INITIATIVE (2.3.1) – DEVELOP MADDEN'S HAMMOCK PARK TO INCLUDE ASSESSING THE OPPORTUNITY OF SETTING ASIDE LAND AS A PERMANENT PASTURE FOR DAIRY COWS WITH THE INTENT TO PRESERVE THE INTEGRITY OF THE TOWN'S SEAL (WHITE PAPER) FY2018

April 18, 2018

Proposed by: Mayor Manny Cid

#### 1. Strategic Structure

Strategic Priority (3) – Expand Economic Growth and Enhance the Vibrancy of Community Hubs/Activity Centers

Goal (3.1) - Increase the Town of Miami Lakes' Brand Awareness so it Extends to all Offerings and Interactions

Amendment to Initiative (2.3.1) – Develop Madden's Hammock Park to include assessing the opportunity of setting aside land as a Permanent pasture for Dairy Cows with the intent to preserve the integrity of the Town's seal

#### 2. Description & Legality

On March 4, 2018, Mayor Manny Cid suggested an initiative that land be set aside within the Town to be utilized permanently for dairy cows. The initiative was driven by the idea of maintaining the integrity of the Town's seal which features such a landscape. The Town is at near build-out and as such, there exists limited options to provide such an amenity. However, a few undeveloped parcels do remain. The initiative was presented for discussion purposes at an April 18, 2018 Town Council Workshop. Madden's Hammock was identified as a potential site to achieve the desired objective given the Strategic Plan already identifies the property as a potential future park site. The Town currently owns approximately 6 +/- acres in the center of the property. That portion is heavily wooded. To achieve the desired pasture, the Town would have to pursue a portion of the remaining open land area.

To achieve the desired goal, the Town will have to acquire the land necessary to preserve a pasture in perpetuity. This could be accomplished either through direct purchase or as a donation from the Madden Hammocks' property owner.

#### 3. Funding Source & Cost Estimates

At present, there is no funding resource allocated or available for the purchase of land for a pasture. Short of a donation of land by a private property owner, the actual costs of land will be driven by availability and an owner's willingness to sell at any given price. Once the property is secured, use of the land should be leased to a dairy farm operator, to which they shall pay an established rent and any applicable property taxes.

At over 53 acres, Madden's Hammock offers some potential. The center portion of the land (not part of the 53-acre calculation) is already owned by the Town. The property has a zoning use designation of AU, Agricultural Use, and a land use designation of Parks and Recreation. The land does have archeological resources, although the site has not been thoroughly explored. The MDC Property Appraiser tags the land price at just over \$19,000,000, however it is unlikely the current owner would sell for such a low price. The property is large enough to arrive at a development plan that may satisfy the current owner's desire to develop residential while still providing a large open space park area, as well as a cutout of over 5 acres to accommodate a permanent pasture for dairy cows. Alternatively, the Town may choose to attempt a purchase of some portion of the land, however even that cost may be beyond the means of the Town.

#### 4. Responsible Organizational Units / Resource Requirements

The Community and Leisure Services Department will take the lead in this initiative with support from the Planning Department with regard to identification of the land. Purchasing, Legal, and Finance shall assist in the purchase of the land and securing agreements with regard to operation of the land. Additional staffing resources are not necessary to complete this objective.

#### 5. High-Level Timeline/Schedule

TBD; 2-15 years depending on availability of land and costs as applicable.

#### 6. Performance Tracking Measures Toward Achieving the Associated Goal

Completion, and operation of the pasture will support Goal (3.1) Increase the Town of Miami Lakes' Brand Awareness.

#### 7. Identify Synergies to other Goals or Strategies

Purchase of Madden's Hammocks Park

# NEW INITIATIVES (WHITE PAPER) FY2018 \*\* PURSUE ALTERNATIVES AND FUNDING SOURCES TO PROVIDE ADDITIONAL SECURITY AT OUR LOCAL SCHOOLS \*\*

#### April 18, 2018

#### Proposed by: Councilmember Marilyn Ruano

#### 1. Strategic Structure

Strategic Priority (6) – Achieve National Recognition as a "Model Town" for Creativity, Education, Innovation, Use of Technology, **and Public Safety** 

**New** Goal (6.7) - Rank in the Top 10 (currently #26) of the Safest Cities in Florida list by 2025 on the National Council for Home Safety and Security.

New Initiative (6.7.1) – Pursue alternatives and funding sources to provide Additional Security at our Local Schools.

#### 2. Description & Legality

The Miami Dade Police Department (MDPD), Town of Miami Lakes (TML) Police Section, currently works in conjunction with and support of Miami Dade County Schools Police Department (MDCSPD) in their policing effort. MDCSPD has jurisdiction over all 392 Miami Dade County Public Schools. Currently, the TML police section provides traffic control and police presence at the Miami Dade County Public Schools located within the TML, for both arrival in the morning, and dismissal in the afternoon.

In light of the tragic events at Marjory Stoneman Douglas School (post February 14th, 2018), there is a desire to pursue any and all alternatives to provide additional security at local schools. Presently, as an initial step, the TML Police Department has taken the following step to make our schools safer.

• The TML police section staffed one officer at each of the K-8 schools for the school hours between traffic details from April 3, 2018 through the end of the 2017-18 school year. This assignment was performed on an overtime basis. For the 2018-19 school year, the Town plans to have an officer stationed at each of the K-8 schools until the MDCPS can station an SRO at the facilities.

There are no legal issues that would preclude the TML Police Section from providing additional security outside of the schools and be able to enter in case of emergency. If the role of the TML police section were to cross in to the MDCSPD jurisdiction, a Memorandum of Understanding (MOU) between Miami Lakes and the School Board would be required.

The Town is presently reviewing an MOU provided by the School Board. In addition, the Town is hosting a school safety workshop in July 2018 to receive community feedback and discuss alternatives to provide additional security at local schools.

#### 3. Funding Source & Cost Estimates

MDCPS has indicated that they do not plan to share any of the State funding with the local municipalities for the provision of school security. General Fund revenues are eligible for public safety.

The annual cost of an officer is approximately \$167,000 /year including vehicle, insurance, repairs, and benefits. The cost of the temporary stop gap measures to cover the School Resource Officer state mandate at our local elementary and K-8 schools is approximately \$78/hour on overtime with the total amount TBD based on the length of time of the special assignment. The Town is reviewing alternatives to provide the additional officers potentially at a lower cost for the 2018-19 school year until the School Board can provide SROs at all local public schools.

#### 4. Responsible Organizational Units / Resource Requirements

TOML Police department on Special Services Units and, resource requirements TBD based on MDCSPD's needs and Town Council direction.

#### 5. High-Level Timeline/Schedule

TBD based on MDCSPD's needs, the ability to hire accredited officers and Town Council direction.

#### 6. Performance Tracking Measures Toward Achieving the Associated Goal

The Strategic Plan Objective most closely aligned with this initiative is (6) Achieve National Recognition as a "Model Town" for Creativity, Education, Innovation, Use of Technology, and Public Safety.

#### 7. Identify Synergies to other Goals or Strategies

Goal 6.4 Augment Educational Tutoring and Mentoring Programs.

# 8. Feasible Alternative Strategies Addressing at a Minimum, Funding and Timeline, and may Provide Other Benefits of the Alternatives

Keep track of the cost to the Town to use our officers to staff the schools with the intent to bill the School Board for reimbursement. Pursue grants to fund additional resources to support additional school security.

# NEW INITIATIVES (WHITE PAPER) FY2018 \*\* INCORPORATE ADAPTIVE SIGNALIZATION AT THE FUTURE PLANNED INTERSECTION AT NW 154<sup>TH</sup> ST AND 77<sup>TH</sup> AVE (WELLNESS WAY) \*\*

April 18, 2018

#### Proposed by: Councilmember Luis Collazo

1. Strategic Structure

Strategic Priority (1) – Enhance Mobility

Goal (1.9) - Improve Distribution of Traffic Flows (both spatially and timing)

New Initiative (1.9.4) - Incorporate Adaptive Signalization at the future planned intersection at NW 154<sup>th</sup> St and 77<sup>th</sup> Ave (Wellness WAY)

#### 2. Description & Legality

For phase I of this project, the Town of Miami Lakes executed an interlocal with Miami Dade County (MDC) which allows the Town to enter into a contract with Econolite to purchase and install the adaptive signal equipment. After the adaptive installation is accepted by the Town and the County, it will be passed on and maintained by MDC. A similar agreement can be reached for the extension of this system at the future planned intersection in NW 1554<sup>th</sup> and 77the Ave.

#### 3. Funding Source & Cost Estimates

The estimated cost is approx. \$50,000 for one intersection and it can be funded by impact fee or mobility fee funds.

#### 4. Responsible Organizational Units / Resource Requirements

Miami Dade County PW Dept. and the project manager

#### 5. High-Level Timeline/Schedule

FY2025. A study may be conducted to assess expected benefits and measure actual traffic flow improvements after installation.

#### 6. Performance Tracking Measures Toward Achieving the Associated Goal

Goal: 1.9- Improve the distribution of traffic flows.

#### 7. Identify Synergies to other Goals or Strategies

Enhance mobility

# 8. Feasible Alternative Strategies Addressing at a Minimum, Funding and Timeline, and may Provide Other Benefits of the Alternatives

The timeline for this initiative was for an implementation of 2025 as the new intersection will happen concurrently with the Palmetto lane expansion project. At that time, we should evaluate whether other technologies are available that may provide a more effective solution.

# NEW INITIATIVES (WHITE PAPER) FY2018 \*\* ADD P3 FOR ABOVE GROUND PEDESTRIAN CONNECTION OVER NW 67 AVENUE AND MAIN STREET\*\*

April 18, 2018

Proposed by: Mayor Manny Cid

#### 1. Strategic Structure

Strategic Priority (1) – Enhance Mobility

Goal (1.6) - Improve Pedestrian Mobility

New Initiative (1.6.4) - Add a P3 for a Proper Over Ground Pedestrian Connection on NW 67th Avenue Between both Sides of Main Street

#### 2. Description & Legality

To pursue a private/public partnership to create an above ground pedestrian connection over NW 67 Avenue and Main Street to allow for safe pedestrian access to the east and west sides of Main Street. With the recent Town Center development around Main Street, there is an expected increase in pedestrian traffic crossing NW 67 Avenue on Main Street.

The Town would need to find a private partner to develop the above ground connection and look for the revenue opportunities for a private partner to develop the connection, i.e. concession/vending sales, naming rights, advertisement, parking revenues etc. or utilize an alternative source of funding such as development/road impact fees, if applicable. The Town does not own any land in the vicinity as the right of way is County owned and the land that would serve as landings for the above ground bridge is privately owned. Also, with NW 67 Avenue being a Miami-Dade County road, it is likely that their approval will be needed. In addition, the above ground connection will need to meet certain requirements for height and may need to be ADA accessible via elevator or lift to be permitted over the roadway.

#### 3. Funding Source & Cost Estimates

None, if funded by a private party. Estimates could be as high as \$5 million for the connection construction. There are limited revenue generating opportunities to offset costs.

#### 4. Responsible Organizational Units / Resource Requirements

There would be three departments responsible for the development of this facility – Public Works, Building Department and Planning. Also, Miami-Dade County will likely be involved.

#### 5. High-Level Timeline/Schedule

3 to 5 years from approval for design, permitting and construction from the time a deal is in place.

#### 6. Performance Tracking Measures Toward Achieving the Associated Goal

Prior to full funding availability, develop a critical project path to consist of visiting and benchmarking against similar projects. Develop a realistic concept plan and vet it through the community.

#### 7. Identify Synergies to other Goals or Strategies

Goal 1.6 to Improve Pedestrian Mobility

# 8. Feasible Alternative Strategies Addressing at a Minimum, Funding and Timeline, and may Provide Other Benefits of the Alternatives

Alternatives are limited due to ownership constraints of the site. One alternative is to enhance pedestrian safety on ground with flashing crosswalks, additional signage, and slowing down the speed limit.



To:Honorable Mayor and CouncilmembersFrom:Honorable Councilmember Luis CollazoSubject:Renewal and Replacement FundDate:10/2/2018

#### **Recommendation:**

Over the years, the Town of Miami Lakes has made significant investments into our community and has built new or refurbished facilities such as our community centers, youth center, town hall, and park club-house. Funding future renewal and replacement of these facilities is crucial. Since I have been on the Council, I have seen how unexpected expenses can create shortages in requiring action on the part of the Manager/Council to correct. It is important that we begin funding future anticipated major expenses such as roofs, air conditioner, etc, to coincide with their expected life cycle. The Town took a great step forward this year when we began funding our renewal replacement schedule.

I would like support to propose an ordinance mandating that this "best practice" is institutionalized in future budgets, that the Town Manager and Town Council provide such funding and that this fund be kept in a separate account for this specific purpose.

Fiscal Impact: \$150,000 per year



To:Honorable Mayor and CouncilmembersFrom:Honorable Councilmember Nelson RodriguezSubject:New Manager SelectionDate:10/2/2018

#### **Recommendation:**

1. Soon after the November election, each Councilmember should received all final candidate's application package's including resume, questionnaire, and interviews.

2. A community meet and greet should be scheduled allowing candidates and residents to interact.

3. Schedule an evening round of interviews with each individual candidate and the Town Council over a one to two day period where each Councilmember asks one specific question and then 2 or 3 general questions. These interviews should be recorded and last about an hour to an hour and a-half and should not be uploaded online until all interviews are completed. After the Town Council interviews the candidates, I encourage all Councilmembers to meet one-on-one with each individual candidate.

4. Schedule a vote to select the new manager at the December meeting.

5. Discuss a January starting date for the new manager.

Fiscal Impact: Item 2 was approved by the Town Council at the September meeting. Funding has already been allocated to complete this process. Item 5 impacts will have to be included.



To:Honorable Vice Mayor and CouncilmembersFrom:Honorable Mayor Manny CidSubject:Special Taxing DistrictsDate:10/2/2018

#### **Recommendation:**

I would like to pass a resolution outlining the process as to which we receive yearly input on special taxing district budgets. This process should be similar to Town committees where staff has recommendations and the HOA's/residents provide feedback directly to the Council on level of service. The goal is to save taxpayer dollars while providing an efficient and effective service.

Fiscal Impact: Small



To:Honorable Mayor and CouncilmembersFrom:Honorable Councilmember Luis CollazoSubject:Contract Review Committee (Police Services)Date:10/2/2018

#### **Recommendation:**

The contract for police services with Miami Dade County Police Department is set to expire/renew in November of 2019. This contract represents over 50% of our Town's general fund expenses. While I believe that our current relationship with the Miami Dade County Police Department represents the best possible value with respect to cost vs. level of services, as we have done in the past, we should embrace as a "best practice" to convene a group of resident experts to review the contract, weigh our options, and provide feedback to the Council.

This process is not one which should be rushed and it was suggested in a previous budget workshop that (1) year would be ample time to convene, review, and provide recommendations to the Council.

I propose that the Town Council create an ad-hoc Police Services Contract Review Committee to convene for the purposes noted above, with a sunset provision after the Committee's recommendation to the Council.

Fiscal Impact: Medium



To:Honorable Mayor and CouncilmembersFrom:Honorable Councilmember Nelson RodriguezSubject:Miami Lakes Strategic PlanDate:10/2/2018

#### **Recommendation:**

I would like discuss with my colleagues the possibility of having a community Strategic Plan meeting or workshop. For some time, the Town Council has been discussing the service levels and quality of life in Miami Lakes. These meetings and workshops will allow our residents to review our current Strategic Plan and understand the priorities set by the Town Council three years ago.

After all the workshops and meetings take place, I would like to have a true Town Council retreat whereas the Council Members gather to prepare the suggestions taken from the workshops.

It is my opinion that we should schedule the workshops sometime after the new Town Manager has been hired. This will also be a great opportunity for the Council Members and new Town Manager to work together to review and/or develop changes to the Strategic Plan, if needed.

I bring this item up now because I believe we should give our Town Staff proper notice and time to prepare for these workshops.

Fiscal Impact: Approximately \$25,000 for consultant support



To:Honorable Vice Mayor and CouncilmembersFrom:Honorable Mayor Manny CidSubject:TOML Participatory BudgetingDate:10/2/2018

#### **Recommendation:**

I would like to pass an ordinance where all seven members of the Town Council are required to knock on 100 doors before the 1st budget hearing. There are seven precincts in Town and each member of the council will randomly be assigned 100 homes in one precinct neighborhood every year before the 1st budget hearing. This will help the Council, especially the new Council in November, to truly understand the concerns, ideas and wants of Miami Lakers. This type of budgeting flips the process to ensure that we go directly to the people instead of the expectation that the people come to us; which will ultimately bring us to a sample size of 700 homes before the budget is finalized. This will have a holistic impact on our decision making process. Vox Populi is our focus (The Voice of the People).

Fiscal Impact: Small



To:Honorable Vice Mayor and CouncilmembersFrom:Honorable Mayor Manny CidSubject:Sober Homes ResolutionDate:10/2/2018

#### **Recommendation:**

\*This item requires the waiver of Section 7.2 of the Special Rules of Order of the Town of Miami Lakes

According to the Florida League of Cities:

In 2008, Congress passed the Mental Health Parity and Addiction Equity Act, which made available additional insurance benefits to people with substance abuse disorders. The passage of the Affordable Care Act in 2010 authorized adults under the age of 26 to use their parents' insurance, required insurance providers to cover pre-existing conditions, and guaranteed coverage despite multiple drug relapses. These changes in insurance benefits opened the floodgates of money going to substance abuse treatment. As a result, recovery residences became big business. Florida has long been a destination for those trying to overcome an addiction. In 2016, a study by Minnesota-based health care company Optum found that more than 75 percent of young adults treated for substance abuse in Florida came from out of state. The increased regulation of pill-mills during this decade limited access to prescription narcotics and has led to an increase in the use of heroin and other more accessible synthetic opioids.

I would like to pass a resolution requesting that our Federal representatives repeal and replace the portions of federal law that created the sober home issue in our community.

Fiscal Impact: Low



To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Town Manager Monthly Police Activity Report
Date: 10/2/2018

#### **Recommendation:**

Please see attached Reports

ATTACHMENTS:

Description TML Targeted Crimes -August 2018 TML Monthly Town Council Meeting Crime Report





#### 095 - TOWN OF MIAMI LAKES

	2017 LYTD	2018 YTD	YTD % Change	Difference
01 Homicide	1	1	0.00%	0
02 Forcible Sex Offenses	5	0	-100.00%	-5
03 Robbery	5	7	40.00%	2
04 Larceny (Over)	83	84	1.20%	1
05 Auto Theft	53	63	18.87%	10
06 Burglary Commercial	9	6	-33.33%	-3
07 Burglary Residential	26	20	-23.08%	-6
08 Aggravated Assault	3	5	66.67%	2
09 Aggravated Battery	6	3	-50.00%	-3
TOTAL:	191	189	-1.05%	-2

/0 - Indicates that Percent Change formula cannot be divided by zero



#### MIAMI DADE POLICE DEPARTMENT CAS Compstat Targeted Crimes Year To Date - 74Y Report Filters



Incident Date Range: Jan 01, 2018 - Aug 31, 2018 Division: Agency: 095 Grids: For Agricultural Patrol Section: N Exclude UNFOUNDED cases Exclude AOA's Report Written = 'Y' CAS Package





#### Miami Dade Police Department, Town of Miami Lakes

#### TML Crime Report

### August, 2018

#### Section 1 – COMPSTAT CRIMES Crime Auto Theft (66 incidents as of 9/18/2018. Date of last incident 09/17/2018) Statistical Info Up 10 as opposed to prior year to date Vehicles stolen overnight from commercial Trends 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. Action Taken • 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. Current auto theft information as well as BOLOs and Informational flyers are regularly shared with the TML Officers. Officers continue to investigate Tow Trucks that are operating overnight. • Decoy vehicles continue to be deployed for enhanced visibility. · Comp Details are being scheduled for increased police visibility. • 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. 270 – (74 incidents as of 09/18/2018. Date Crime of last incident 09/14/2018) Statistical Info Up by 1 as opposed to PYTD Retail Theft, Unattended Property Trends Action Taken TML is utilizing decoy vehicles throughout the Town for heightened visibility.

· · · · · · · · · · · · · · · · · · ·
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.



Miami Dade Police Department, Town of Miami Lakes



# TML Crime Report

### August, 2018

#### Section 2 – SIGNIFICANT ARRESTS/ INCIDENTS

Day / Date / Time	Wednesday / September 5, 2018 / 1:00 am			
Location	7480 Miami Lakes Drive #G207			
On Wednesday, September 5, 2018, at 1:00 am, Officers responded to the above residence reference a woman heard screaming. Upon making contact with the female victim in the apartment, she advised that she was involved in a verbal dispute with her husband that escalated. The victim advised that her husband had pushed her onto the bed and put his hands on her stomach. The victim is seven months pregnant. The subject was arrested for Aggravated Battery (DV).				
Day / Date / Time	Thursday / September 6, 2018 / 5:30 pm			
Location	Northwest District Station			
On Thursday, September 6, 2018, Northwest District Officers arrested a subject for grand theft auto, possession of a stolen firearm and possession of various narcotics. Detectives from Sunrise and Davie Police Departments responded to interview the subject for incidents in their jurisdiction. The subject was also wanted by our GIU for several vehicle burglary incidents that occurred on August 14, 2018. TML Detectives interviewed the subjects and presented surveillance video images from several TML vehicle burglary cases. The subject identified himself in those images. The TML Detective submitted an electronic arrest affidavit for 3 counts of vehicle burglary. The TML Detective subsequently submitted four additional Arrest Affidavits for vehicle burglary incidents.				
Day / Date / Time	Saturday / September 8, 2018 / 8:30 pm			
Location	Northwest District Station			
On Saturday, September 8, 2018, at approximately 8:30 pm, a subject wanted by the TML GIU for several vehicle burglary incidents turned himself in at the Northwest District Station. Detectives responded to interview the subject and subsequently prepared and submitted four Arrest Affidavits for vehicle burglary incidents that occurred on August 14, 2018. On Sunday, September 09, at 12:15 am, the TML Detective submitted an additional Arrest Affidavit for the subject for regarding an August 29 <sup>th</sup> , grand theft auto incident, after a "print hit" identified him.				



To:Honorable Mayor and CouncilmembersFrom:Alex Rey, Town ManagerSubject:ROP Out ParcelDate:10/2/2018

#### **Recommendation:**

Please see the attached report

ATTACHMENTS: Description ROP Center Lot Project

# Royal Oaks Corner Lot Improvements

#### Summary

For some time now, the southwest corner of Royal Oaks Park has gone underutilized and vacant. While we still provide maintenance and keep the area well groomed, the opportunity to transform this piece of green space into a neighborhood passive, pocket park experience connected to royal oaks park will benefit the community. The concept creates a passive park with open space, trees, shade, pathways, benches, dog waste receptacles and future improvements include sensory features for elders and individuals with special needs.

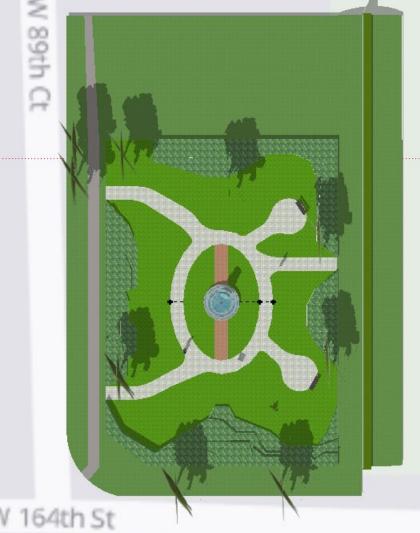
#### Current state



#### **Projected Cost**

Description	Price
Irrigation Installation	\$5,000.00
Concrete Pathway	\$3,200.00
Benches	\$2,000.00
Oak Trees	\$3,000.00
Fencing	\$8,000.00
Plant material	\$4,000.00
Fountain	\$4,000.00
Permits	\$650.00
Total	\$29,850.00

# NW 89th Ct

















To:Honorable Mayor and CouncilmembersFrom:Alex Rey, Town Manager

Fiolin. Alex Key, Iowii Mailag

Subject: Bob Grahams Fields

Date: 10/2/2018

#### **Recommendation:**

Please see attached report

ATTACHMENTS: Description TOML Operations Proposal



# PROPOSAL OPERATIONS

**Bob Graham Education Center Fields** 

# **Town of Miami Lakes**

6601 Main Street Miami Lakes, FL 33014 (305) 364-6100 Parks@miamilakes-fl.gov

MIAMI LAKES Growing Beautifully

# **Town of Miami Lakes: Proposal**

#### SHARED USE AGREEMENT PURPOSE

The Town of Miami Lakes aims to capitalize on existing grounds and facilities in order to offer more park and recreational experiences to its community and residents through a joint use agreement with the School Board.

It is a Town and School Board objective to increase general community access to and use of school facilities. While the focus and priority addressed in this proposal is on the Town of Miami Lakes and School Board access of their respective facilities, both agencies agree to cooperate to the extent possible to increase general community use.

Public facilities and grounds, under the jurisdiction of either Miami Dade School Board or the Town of Miami Lakes, shall benefit and be used by community children, adults, and families. The Town and School Board have mutual interests in helping young people learn and develop recreation skills, and in providing opportunities for people of all ages to participate in recreation activities within their communities.

#### **OPERATIONS GUIDE: BOB GRAHAM EDUCATION CENTER PLAYFIELDS**

Hours: 6pm-10pm (M-F) 8am-10pm (Sat & Sun)

**Programming:** Adult & youth soccer leagues, Adult & youth flag football league, Adult kickball league, and outdoor open space play (unorganized).

**Parking plans**: Utilize existing school parking spaces (western parking lots; 80 spaces on the south lot and 48 on the north lot). Signage to deter parking along interior road and roundabout may be warranted.

\*Additional parking can be discussed for the south east corner of the fields just outside the fence line.

Security: Town's park staff supervision & dedicated police patrols.

**Staffing:** Part time recreational aid to work in conjunction with current evening and weekend staff to open/close, setup, inspect and supervise grounds during operations.

#### **EXISTING CONDITION**



#### **PROPOPSED IMPROVEMENTS UNDER THIS USE:**

In order to provide an exceptional park experience the following renovations and or improvements will be made:

- Regrading for positive drainage of the large multipurpose field
- Irrigation Inspection & upgrades
- Demo, prep, furnish and install new sports turf (approximately 95,000sqft)
- Installation of sports field lighting
- Athletic Equipment: Soccer goals, basketball nets and rims, etc...

#### www.miamilakes-fl.gov

#### MAINTENANCE

A projected annual budget of approximately \$48,530.20 would be needed to maintain the fields and park grounds. This number was derived from the median of our two current athletic park grounds maintenance contractors.

• Maintenance practices include, but are not limited to, mowing, edging, trimming, fertilizing, weed control, insect control, litter control, landscape maintenance, field lining, top dressing, aeration, vertical cutting, spiking/slicing and general labor/supervision.

ITEM	COST
Field Lights	\$500,000.00
Seashore Paspalam (Demo, prep & Install)	\$160,000.00
Irrigation	\$70,000.00
Grading for Drainage (subbase grading)	\$107,000.00
Fence Work (to deter school access)	\$8,000.00
Prefabricated Restroom Facility	\$140,000.00
Goals/ Backstops	\$15,000.00
Total	\$1,000,000.00

#### ANTICIPATED BUDGET



To: Honorable Mayor and Councilmembers

From: Alex Rey, Town Manager

Subject: Federal Lobbying Assistance for Zip Code Issue

Date: 10/2/2018

#### **Recommendation:**

Verbal report.



To:Honorable Mayor and CouncilmembersFrom:Raul Gastesi, Town AttorneySubject:Attorney's ReportsDate:10/2/2018

#### **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.

#### **Background:**

MICHAEL PIZZI JR. v. TOWN OF MIAMI LAKES (Criminal Matter)

Additional fees have been incurred for the month of August and September in the amount of \$15,570.00 dollars. Additional funds nay be needed as the appeal process remains ongoing.

Manager Selection Committee: The Committee completed its work and recommendation to the Council.

Rody Blanco and Jenny Del Pino (Sober Home Matter): Update on litigation.

#### GENERAL LITIGATION:

The following are current miscellaneous matters. There are several routine foreclosures currently being handled, however there are no significant expenditure to report. There are three general matters that are current, and remain from the previous month which include: that some of which include:

#### JUAN VALIENTE v. TOWN OF MIAMI LAKES:

Additional costs are likely. Litigation has progressed.

#### LEMKE v. TOWN OF MIAMI LAKES:

There has been no activity. Matter is undergoing settlement negotiations. There may be some expenditure as matter is wound up.