TOWN OF MIAMI LAKES, FLORIDA
AGENDA
Regular Council Meeting

December 10, 2019
6:30 PM
Government Center
6601 Main Street Miami Lakes, FL33014

Video stream of meetings can be viewed here:

https://pub-miamilakes.escribemeetings.com

Pages

1. **SPECIAL PRESENTATIONS (Presentations shall take place prior to the commencement of the Regular Council Meeting, at 6:00 PM)**

2. **CALL TO ORDER**

3. **MOMENT OF SILENCE**

4. **PLEDGE OF ALLEGIANCE**

5. **ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS)**

6. **PUBLIC COMMENTS**

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

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

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

Remote Public Comments: Please register with the Town Clerk from the date

the agenda is released to the date before the meeting. If you submit a written public comment, it will be shared with the Mayor and Council Members prior to the meeting. Please take note that written public comments are not read out loud during the meetings, only the name of the person submitting the public comment and the subject matter will be read into the record. For additional information, please contact clerk@miamilakes-fl.gov

Live Remote Public Comments: Livestreamed meetings allow the submission of Live Remote Public Comments. The person wishing to submit the public comment will appear live on the Tv screens durign the meeting and will be afforded 3 minutes to speak. Please take note that written public comments are not read into the records.

If you wish to be part of the scheduled Zoom meeting, please join the meeting by clicking on the URL Link below:

Live Remote Public Comments

Also, please submit you first and last name and make sure that you have a working microphone and a working webcamera, so that you are able to participate in the livestreaming of the meeting.

You can test your connection to Zoom by clicking on the following link: https://zoom.us/test

7. APPOINTMENTS

8. COMMITTEE REPORTS

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a. **Approval of Minutes** 18

Attached please find the following minutes for your review and approval.

- **September 24, 2019 Special Call Meeting**
- **November 12, 2019 Regular Council Meeting**

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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.

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(Ruano)

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*This item requires the waiver of Section 7.2 of the Special Rules of Order

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c. Town Manager Monthly Police Report 388

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17. 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 & Councilmembers**

From: **Neighborhood Improvement Committee**

Subject: **Neighborhood Improvement Committee Report**

Date: **December 10, 2019**

Recommendation:

Please see attached report.

Town of Miami Lakes: Neighborhood Improvement Committee
Report to the Town Council: December 2019

MISSION STATEMENT: The mission of the Town of Miami Lakes Neighborhood Improvement Committee is to recommend, promote, and create projects and activities that will beautify and improve all its neighborhoods in a collaborative and comprehensive manner. It shall also promote efforts that encourage a physically active, sustainable, and engaged community in Miami Lakes

MEMBERSHIP:

Name	Committee Position	Nominated by:
Rudy LLoredo	Chairperson	Manny Cid
Mario Pinera	Vice Chairperson	Marilyn Ruano
Adrian Ardila	Secretary	Jeffrey Rodriguez
Eddie Blanco	Member	Carlos Alvarez
Felicia Salazar	Member	Carlos Alvarez
Helen Roldan	Member	Luis Collazo
Jacqueline Vaquer	Member	Josh Dieguez
Jason Van Katwyk	Member	Manny Cid
Javier Ley-Soto	Member	Jeffrey Rodriguez
Jesus Mendoza	Member	Marilyn Ruano
Marlene Diaz	Member	Josh Dieguez
Rafael Lopez	Member	Luis Collazo
Reynaldo Garcia	Member	Nelson Rodriguez
Tony Fernandez	Member	Nelson Rodriguez

NOTE: Currently, they are no vacancies in the NIC

BUDGET 2019 – 2020: $6,650

Beautification Contest	$750
HOA Quarterly Meetings	$200
Lake Quality Awareness	$200
Community Bike Rides	$5,500
TOTAL	$6,650

SCHEDULED EVENTS:

Event	Date	Budget	Attendance
Community Bike Rides	12/14/2019	$1,250	175
HOA Quarterly Meetings	1/16/2020	$50	31
Community Bike Rides	1/25/2020	$1,250	205
Community Bike Rides	2/22/2020	$1,250	150
Community Bike Rides	3/14/2020	$1,250	217
HOA Quarterly Meetings	4/16/2020	$50	25
HOA Quarterly Meetings	7/16/2020	$50	29
HOA Quarterly Meetings	10/15/2020	$50	26

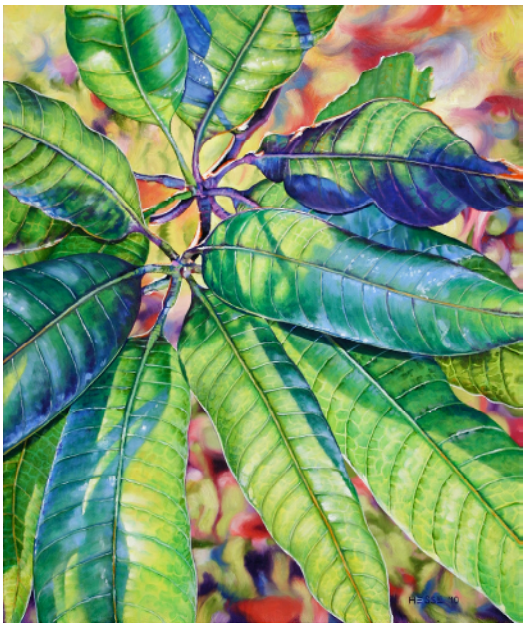
FUTURE PROJECTS/PENDING MATTERS/CONSIDERATION:

- Traffic light box beautification project

- Miami Lakes Residents Only Signs Located Thought the Town of Miami Lakes
- Committee Rules, Regulations and Procedures Review
- MiGlo Trail – Miami Foundation Public Space Challenge
- Time Capsule
- Miami Lakes Historical Tour Documentary
- The Big Bounce America (collaboration with YTA)
- Sustainability
- Mobility (Community Bike Rides, E-Scooters, Lime Bikes, Complete Streets)
- Father's Day Fishing Tournament (collaboration with CAC)
- Lake Awareness
- Neighborhood Matching Grant Program

Site 1

7881 NW 154 Street



Site 2

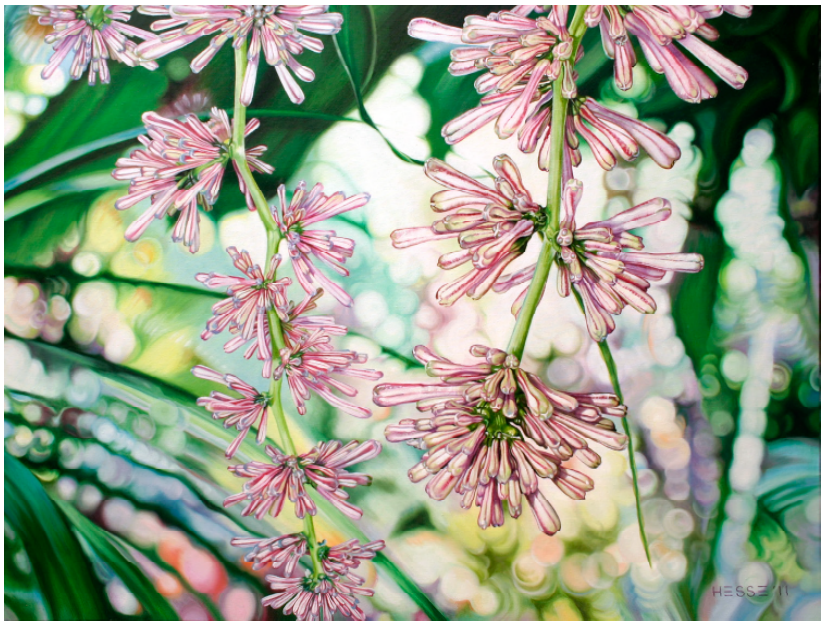
7793 NW 154 Street

Site 3

7704 NW 154 Street

Site 4

NW 67 Avenue & NW 154 Street



Site 5

Miami Lakes Drive & Miami Lakeway

Signs and Banners, LLC
4970 SW 72nd Ave unit 101
Miami, FL 33155
(305) 600-1349
jrivera@signsbannersco.com
www.signsbannersco.com

Estimate

ADDRESS
MIAMI LAKES TOWN
FOUNDATION

ESTIMATE # 1064
DATE 11/02/2019

DATE	ACTIVITY	QTY	RATE	AMOUNT
11/02/2019	**Adhesive Vinyl** Traffic light control boxes - Material 3M Film with UV Lamination - 5 years Warranty (5 Locations)	5	178.00	890.00

Traffic light control boxes

TOTAL **$890.00**

Accepted By

Accepted Date

All payments due within specified NET terms printed on receipt. A monthly finance charge of 1.5% will be assessed on past due balances. There is a $25 fee for return checks. In the event

Willie,

Here is the estimate you requested.

Project Name: ToML Traffic Light Control Boxes Beautification Project

MVP Turnkey Estimate for all 5 locations using 3M high quality vinyl and lamination substrates: $3,250

We will send our formal estimate by tomorrow afternoon.

Call with any questions.

Regards,

Scott
305.336.2350 wireless

Good afternoon,

We went yesterday to measure the one by the church on 154th.
They would be $350 each wrapped in 3M.
Please let me know if you need anything else.

Thank you,
George

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Gina Inguanzo, Town Clerk**

Subject: **Approval of Minutes**

Date: **December 10, 2019**

Recommendation:

Attached please find the following minutes for your review and approval.

- September 24, 2019 Special Call Meeting
- November 12, 2019 Regular Council Meeting

MINUTES
Special Call Meeting
September 24, 2019
8:00 P.M.
Council Chambers
6601 Main Street
Miami Lakes, Florida 33014

1. **SPECIAL PRESENTATIONS:** None

2. **CALL TO ORDER:**

   Mayor Manny Cid called the meeting to order at 8:10 P.M.

3. **ROLL CALL:**

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

4. **MOMENT OF SILENCE:**
   The Invocation was led by Councilmember Alvarez.

5. **PLEDGE OF ALLEGIANCE:**

   Councilmember J. Rodriguez led the Pledge of Allegiance.

6. **ORDER OF BUSINESS (DEFERRALS, ADDITIONS, AND DELETIONS)**

   Mayor Cid motioned to amend his business item 14 (b) to include in the discussion the Town's Complete Streets Plan and Greenways and Trails Plan. Vice Mayor N. Rodriguez seconded the motion. All were in favor.

   Councilmember Collazo motioned to accept the Order of Business and Councilmember Dieguez seconded the motion. All were in favor.

7. **PUBLIC COMMENTS:**

   Lisa Labine came to speak in favor of preserving the tree canopy. She explained her neighbors removed 3 oak trees on the swell area and it has caused her house to feel overheated. Due to this, she has a personal interest in saving the tree canopy and made some suggestions on how to do so.

   Joanie Graham came to speak in favor of preserving the tree canopy. She stated the Town needs to stop giving permission to cut trees.

Bonnie Citron came to speak in favor of preserving the tree canopy. She asked some questions to the council about deed restrictions and homeowners' fines for cutting trees. She stated she thought there was a lot of foot traffic in the area that was discussed by Celebration Point. She explained that Candlewood street area needs sidewalk replacement.

Hope Reynolds spoke against the removal of the trees for the larger sidewalks. She explained we need to comply with ADA but also keep the trees. The project also was not be a matching grant associated with it.

Derrick Citron stated he was happy about the tree mitigation plan, but that the Town needed to save more of the trees. He explained that it's detrimental properties to have larger sidewalks and no trees. He stated we live in different times and many kids do not walk to school.

George Slyer came to speak in favor of saving the tree canopy as much a possible. He stated the Town needs trees and not larger sidewalks.

Alex Riano came to speak on saving the trees and that the tree canopy is what makes The Town a hidden gem.

George Lozano came to speak on stopping the Safe Routes to School projects. He stated the Town needs to preserve the trees and more greenspace.

Mariana Bass had some questions for the council regarding the statistics of how many kids walk to school. She stated she was not in favor of the wider sidewalks around Celebration Point.

Albert Marquez stated he is a resident at Celebration Point. He preferred the existing sidewalk side and would not like the trees removed in his residential area. He stated he was interested to know exactly how many kids walk to school in his area.

Teresa Helms came to speak in favor of preserving the tree canopy. And she believes not many kids walk to school these days. She stated she wants to keep the existing sidewalk side.

Mirta Mendez came to speak on preserving the tree canopy. She believes we do not need to move forward with the project just because we received a grant for it. She would like to see the trees that have been removed to replaced.

Claudia Luces cam to speak in favor of the tree canopy. She explained the tree canopy is the essence of Miami Lakes. She stated the Town needs to make sure we are not overdeveloping. She believes that the widening of roads is due to the vertical development.

Angelo Garcia came to speak on preserving the tree canopy.

The Town Clerk received public comments via email in favor of preserving the tree canopy from the following: Daisy Estrada, Amy Alonso, Carolina Perez, Jaime, Miami Lakes Gardens Club, Christopher Burgeon, Felicia Salazar.

Public Comments were re-opened with Councilmember Ruano making a motion and Councilmember Collazo seconded the motion. All were in favor. The following individuals spoke:

Mirta Mendez thanked Mayor Cid and the council for listening to the residents, asked for more trees to be replaced in Lock Lomond.

Mariana Bass asked the council the question of what red ribbon on the trees meant.

Derrick Citron stated there needs to be more consequences for residents cutting down trees.

Albert Marquez pointed out the fact there were residents that spoke, and they are against the project.

Hope Reynolds stated that Israel encourages planting of trees and she traveled there with Father Murphy. She suggested the Town be like Israel.

8. APPOINTMENTS:

None.

9. COMMITTEES:

None

10. CONSENT CALENDAR:

None

11. ORDINANCES IN FIRST READING

None.

12. ORDINANCE IN SECOND READING

None

13. RESOLUTIONS

None.

14. NEW BUSINESS

A. To Discuss the Safe Routes to School Project (Collazo)

Councilmember Collazo motioned to waive the 3-minute special rules. Vice Mayor N. Rodriguez seconded the motion.

Councilmember Collazo stated that he called this special call due to the community outcry to preserve the existing canopy. He stated the Safe Routes to School Project has been a part of the Town's Greenways and Trails Plan to improve bicycle and pedestrian safety since 2008. Throughout this period, the council has sought funding and allocated expenditures for this project. In early part of 2019, Councilmember Collazo stated the scope of this project included removal of 50 trees due to an installation of 8 to 10 ft walking and biking path. He stated he met with Town Manager Edward Pidermann and staff to discuss the plan to remove trees along Miami Lakeway South and North. During these meetings, Councilmember Collazo stated he asked the Town Manager and staff to walk him through the project and asked why so many trees needed to be removed. On their scheduled site visit, the Town Manager Pidermann said he would re-visit this issue and asked staff to come up with tree mitigation plan.

Councilmember Collazo stated the commencement project was scheduled for the 1st week of October. He asked the Town Manager and staff to review the tree mitigation plan and the Town Manager and staff was able to drop only 20 trees to be removed. However, Councilmember Collazo said a part of the Safe Routes School Plan still impacts a large portion of the tree canopy near Celebration Point. He stated he is not comfortable with this and is asking the Town Manager and staff to mitigate more trees. He stated that if more trees are unable to be mitigated, then he is not in favor with moving forward with the Safe Routes to School project. He thanked staff and the Town Manager for trying to address all the concerns and is interested staff recommendations on how to address the tree mitigation.

The Town Manager Pidermann stated that staff has been working on tree mitigation plan and is trying to work under the confines of the FDOT grant guidelines and approved budget. Carmen Olazabal, the Town's Planning, CIP and Special Services Director, along with staff have tried to develop with solutions to mitigate trees as well as using different materials such as porous concrete along Miami Lakeway Drive. However, these changes will affect the project's cost to go up.

The Town Manager stated also that the staff came up with recommendations to interrupt the trail near Celebration Point. The trail would start from Miami Lakes K-8 center and it runs Northeast until the end of Miami Lakes K-8 Middle as the Town Manager explained. These changes would require the Town to go back to FDOT for more funding. The Town Manager stated he hoped the motion from the council would be to price out the options and meet with FDOT to see if its possible to interrupt the trail in this new plan. He stated no shade trees will be sacrifice. It will be 10 sable tress that are 14 inches in diameter or less, and 1 weeping bottlebrush tree.

After much discussion and public comments, Councilmember Collazo motioned to resind the commencement date of the project. Councilmember Dieguez seconded the motion. All were in favor.

Councilmember Dieguez asked the Town Manager what the consequences were if the Town backed out of the grant project and the Town Manager Pidermann said he would have to meet with FDOT to find out. He believes it would jeopardize future funding and certification with them.

Deputy Town Attorney Lorenzo Cobiella elaborated on the new Florida House Tree Bill. Deputy Town Attorney explained if the tree is on the swell area homeowners need to seek a permit from the Town that and the Town arborist must attest there is something wrong with the tree or is causing endangerment. The State law allows homeowners to cut down the tree on their property with out permitting. But homeowners still need to hire a certified arborist to state the tree is endangerment or it is sick.

Councilmember Dieguez asked the Town Manager what percentage of the project's funding was coming from FDOT or PTP and the Town Manager explained the percentage.

Councilmember Alvarez asked if the latest plan included using the Town 's budget money or just PTP or FDOT for the project. The Town Manager says he needs to work with staff to run the numbers to set how much mu\money is needed to offset set.

Councilmember Ruano asked how much money needs to be returned to FDOT and the Town Manager responded with $50,000. Councilmember Ruano suggested the project either needs to not happen if it can't incorporate the Miami Lakes way.

Councilmember J. Rodriguez stated he spoke with residents in the area where their driveways and walkway will be affected by installing a 10-foot sidewalk. The 14 residents are not happy about this he stated. He suggested to pause this project and analyze on how to improve it.

Vice Mayor N. Rodriguez mentioned that the 170th street sidewalk project was a success and is being used by pedestrians and children. But this project should not include cutting down 57 trees shade tree in order to accomplish this. The project needs to be put on paused and re-assessed.

Mayor Cid stated that after speaking with the Town Manager he is in favor of a walkability community and having safety for pedestrians, but he acknowledges that the canopy is important. The project needs to be paused.

Councilmember Alvarez motioned to amend the main motion to alter the plan to re-assessed effecting those 14 homes Councilmember J. Rodriguez spoke on. Councilmember Collazo seconded and all were in favor.

After much discussion on the sidewalk size and how to offset the costs, Councilmember added another amendment to the main motion. He motioned the Town Manager to meet with FDOT to discuss a new plan that includes more for tree canopy protection Councilmember J. Rodriguez spoke with residents to include 6-foot to 8-foot sidewalks. Furthermore, would like staff to come back with more cost assessments.

The Town Clerk called the roll, on the main motion as amended, and the motion passed 7-0.

Councilmember Collazo motioned that the Town Manager and staff re-examined all upcoming projects to identify similar impacts as this project has to the tree canopy. Councilmember Dieguez seconded. All were in favor.

Councilmember Collazo motioned to direct the Town Manager and staff to request a lower speed zone along the pedestrian path from Crooked Palm to Miami Lakes K-8 center. Vice Mayor N. Rodriguez seconded the motion.

Mayor Cid motioned to extend to 12 AM and Councilmember Collazo seconded the motion. All were in favor.

B. To Discuss the Florida Department of Transportation (FDOT) Safe Routes to School (SRTS) Program for the Bob Graham Education Center - $241,143 (Cid)

Mayor Manny Cid stated this project will not impact the tree canopy. The Town Manager Pidermann concurred. It's about adding crosswalks and some extension of sidewalks from 6- feet to 8-feet.

Councilmember Dieguez suggested this size of sidewalk be used for the Safe Routes School Project.

15. MANAGERS REPORT

None.

16. ADJOURMENT:

There being no further business to come before the Council, the meeting adjourned at 11:00 p.m.

Approved this _ day of December 2019.

_____

Manny Cid, Mayor

Attest:

_____

Gina Inguanzo, Town Clerk

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

1. SPECIAL PRESENTATIONS:

Special Presentations took place prior to the commencement of the Regular Council Meeting.

Mayor Cid and the Town Council presented a recognition to Mr. Michael Huffaker, for his contribution serving as the Chairman of the Economic Development Committee.

Mayor Cid and the Town Council recognized and thanked the following sponsors for their participation at the State of the Town Address: Nick Mastrovito, Music Director from Mater Lakes Academy, Eddie Escobar from Guachos Gourmet Market, Teacher and Chef David Nunez from Miami Lakes Educational Center Culinary program, and Mara Falero for Jetstream Financial Credit Union.

Councilmember Ruano and the Town Council recognized Jorge Quintero from Eastern Signs for his in-kind service in assisting the Town of Miami Lakes by moving the military banners at the last minute after the vendor installed the banners incorrectly.

Mayor Cid asked Chairman Tony Fernandez from the Youth Activity Task Force to come up to the podium and recognize Ariana Rejas and the members of the Orchestra for the Limitless Love Project. Tony Fernandez called up the members and read each certificate. The entire Town Council recognized them.

Mayor Cid asked Luis Reyes to come up to the podium and he spoke about **M**ovember, and his work raising awareness this month as an organization that supports foundations that support prostate cancer and mental health. He explained that November is themonth to create molre awareness and get your friends and family members tested.

Mayor Cid asked the Special Needs Advisory Board members to come up and for them to call up the sponsors, after the Gala Video was played. The Following sponsors were thanked and recognized: Fantasy Designers, Bacardi, Sergio's Cuban Café & Grill, Hope Foundation, Miami Dade Firefighter Local 1403, Popular Bank, Ana G. Mendez University, DraftPros, Joshua Hertz Law Firm, BankUnited, Stratwell Real Estate, Hialeah Park Racing & Casino, Commissioner Esteban Bovo Jr. District 13, Layer 8 Solutions, Sun City Strategies, Lake Orthodontics, Graham Companies, The Therapy

Labs Body 4 Yoga, Amerant Bank, Golden Corner Jewelry, Sharp Insurance, Vicky Bakery,Tower Pest Control, Miami Lakes Auto Mall, Disorderly Blondes,Hatuey Beer, Power 96, Oliva Cigars,,Events by Eli, Bustelo Café, Miami Luxury Auto Rent, Video Creations, MVP Advertising, Glenda Anders, SalsaSon Quintet, Light FX Pros, Azucar Ice Cream Company.

Mayor Cid asked the Town Manager to present the Proclamation to Eliezer Palacio, for his leadership and contributions as the Building Official of the Town of Miami Lakes.

Mayor Cid introduced the Property Appraiser of Miami Dade County, Mr. Pedro Garcia, who addressed the Town Council and spoke about his legislative priorities and how well the properties are doing in Miami Dade County. He also stated that he wants to sit down with the School Board and find a way to increase the salaries of the teachers but not to impose a tax increase from the residents of Miami Dade County.

Mayor Cid introduced Kevin Valido, who presented a Powerpoint on his Children's Story Book tilted Know me for my Ability Not My Disability".

Vice Mayor Rodriguez introduced the Civil Air Patrol group, who addressed the Town Council about encouraging to establish a squadron of the Civil Air Patrol division in the Town of Miami Lakes.

2. ROLL CALL:

Mayor Manny Cid called the meeting to order at 7:16 pm.

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

3. MOMENT OF SILENCE:

Mr. Richard Hubbard led the invocation.

Ariel Fernandez was present via video and presented his meditation video from "Better You Minute".

4. PLEDGE OF ALLEGIANCE:

Troop 584 from Miami Lakes did the Presentation of Colors and led the Pledge of Allegaince.

5. ELECTION OF VICE MAYOR:

The Town Council submitted their ballots to the Town Clerk and the Town Clerk read the ballots out loud, thereby casting their votes for Vice Mayor.

Councilmember Nelson Rodriguez received 4 votes, Councilmember Collazo received 1 vote, Councilmember Dieguez received 1 vote and Councilmember Ruano received 1 vote.

Thus, Councilmember Nelson Rodriguez became the Vice Mayor.

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

Mayor Cid requested from his colleagues to allow Mr. Pedro Garcia, the Property Appraiser, to give his presentation before Public Comments; also, Mayor Cid requested to move up, Item 14H and the Royal Oaks HOA Board and Item 14F to be heard after Public Comments; Vice Mayor Rodriguez requested for the Civil Air Patrol group to speak after item 14F. Councilmember Ruano motioned to adopt the Order of Business and it was seconded by Councilmember Collazo. All were in favor.

Before Public Comments, Mayor Cid asked for Order of Business to be re-opened. Vice Mayor Rodriguez moved it and Councilmember Collazo seconded. All were in favor. Mayor Cid then pulled Item 14D of the Agenda and stated that he will bring back this item in a future meeting. He stated that he wants feedback from the Economic Development Committee and that he will bring it back in a future date. Councilmember Rodriguez made a motion to move it and it was seconded by Councilmember Collazo. All were in favor.

7. PUBLIC COMMENTS:

The Town Clerk, Gina Inguanzo, read the instructions of proper decorum that are to be respected and followed in the Council Chambers of the Town of Miami Lakes.

Bonnie Cintron came before the Town Council to speak in favor of Item 14C; however, she asked the Town Council to be reminded that newly elected officials usually get sworn in during the December Council Meeting, so she recommended for the Swearing-in Ceremony to take place a few days after the elections.

Mirtha Mendez came before the Town Council to speak about the recent election of the Vice Mayor. She read a section from the Town Charter pertaining to the election of the Vice Mayor and stated that this title should be for a year and that the next year, somebody else gets to be vice mayor. She expressed that the intent was to rotate it and

not to keep it in somebody's hand forever. She told the Town Council that the recent Vice Mayor election was wrong.

Claudia Luces came before the Town Council to recognize the Veterans Day Parade Committee for all their work and congratulated Chairman Hassan for his leadership and an outstanding event. She stated that for her, this is the best event in the TOML and that she is very happy that the Town Council was able to find a way to fund it for the next year. She also expressed her concern with #palante campaign from Item 14D and she asked the Town Council to remember that taxpayers have invested time and money on the Growing Beautifully Campaign Logo and that the TOML should focus on this Logo, and on repaving 82nd Avenue. She stated that when this item is brought back to the Town Council, they need to remember how the town has been branded and that words can have a significant impact on this town and on our property values and she stated that we need to continue pushing forward "Growing Beautifully" and not reinvent the wheel.

8. APPOINTMENTS:

Mayor Cid recused himself because one of the appointees, Mr. Diuego Cifuentes, works for him at the Mayors Café. He asked Councilmember Collazo to preside the meeting on his absence.

Xiomara Castillo to the Elderly Affairs Committee, by Vice Mayor Rodriguez

Gaby Pineda to the Elderly Affairs Committee, by Mayor Cid

Larry Borman to the Veterans Affairs, by Vice Mayor Rodriguez

Diego Cifuentes to the Elderly Affairs Committee, by Councilmember J. Rodriguez

David Garces to the Elderly Affairs Committee, by Councilmember Alvarez

Rosario Navarro to the Elderly Affairs Committee, by Councilmember J. Rodriguez

Ruben Miguel to the Veterans Affairs, by Councilmember Alvarez

Nancy Matos to the Youth Activities Task Force by Councilmember Alvarez

Councilmember Ruano made a motion to approve the Committee Appointments. Councilmember Dieguez seconded the motion, and all were in favor.

9. COMMITTEE REPORTS

A. Public Safety Committee Report

The Chairwoman of the Public Safety Committee, Ms. Nancy Rogers, read the names of all the committee members. She presented to the Town Council the budget for 2019-2020, which was included in the Agenda.

B. Neighborhood Improvement Committee Report

The Chairman of the Neighborhood Improvement Committee, Mr. Rudy Lloredo, provided the Town Council with an update and stated that the NIC will be voting on the last proposal of the designs pertaining to the wrappings of the electrical boxes and he also added that the NIC will be deciding on the company that will be doing the designs of the wrappings of such electrical boxes.

Mayor Cid called Ms. Lynn Matos to speak on behalf of the World Kindness Day. She explained that last year, from the funds of the Food & Wine Festival, the Town Foundation presented a check to Bob Graham Education Center, for the "Throw Kindness Like Confetti" initiative. Ms. Matos stated that the new hashtag is #Drink wine, be kind".

10. CONSENT CALENDAR:

Vice Mayor Rodriguez made a motion to approve
the Consent Calendar. Councilmember Dieguez seconded the motion. All were in favor.

A. APPROVAL OF MINUTES

- October 3, 2019 Special Call Meeting
- October 8, 2019 Regular Council Meeting
- October 15, 2019 Workshop
- October 22, 2019 Attorney-Client Executive Session

B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER PURSUANT TO SECTION 7 OF ORDINANCE 17-203, TO ACCESS THE CITY OF MIAMI BEACH CONTRACT 2017-039-JC FOR PLUMBING SERVICES AS LONG AS BUDGETED FUNDS ARE AVAILABLE FOR THESE SERVICES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPENDED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, MODIFYING THE BUDGET APPROVED BY ORDINANCE NO. 18-230 AND AMENDED BY ORDINANCE 19-237 and 19-243; MODIFYING BUDGETED LINE ITEMS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Pidermann)

11. ORDINANCE – FIRST READING:

A. 8 FOOT FENCES (Cid)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO PERMITTED FENCE HEIGHTS FOR SINGLE-FAMILY AND TWO-FAMILY BUILDINGS; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE V, "ALLOWABLE ENCROACHMENTS INTO THE REQUIRED YARDS AND EXCEPTIONS TO THE MAXIMUM PERMITTED HEIGHTS", AT SECTION 13-1509, "FENCES, WALLS AND GATES,"; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Cid)

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

Mayor Cid made a motion to approve the ordinance in first reading and Councilmember Dieguez seconded. The Town Clerk called the roll and ordinance in first reading passed, 6-0, with Councilmember Alvarez being absent.

12. ORDINANCE – SECOND READING:

None

13. RESOLUTIONS:

None

14. NEW BUSINESS ITEMS

A. 20% Reserves (Dieguez)

Councilmember Dieguez made a motion to amendment the reserve ordinance and change the unassigned reserves balance from 15% to 20% of the budget and to do this

gradual increase over the next three fiscal years. Councilmember J. Rodriguez seconded the motion and all were in favor.

Mayor Cid stated that he would like to see a model similar to the one in the City of Altamonte Springs, which is the most healthy financially speaking city in the state of Florida.

B. Neighborhood Service Districts Capital Improvement Straw Ballot (Collazo)

Councilmember Collazo made a motion to request a straw ballot question of the residents residing within the district, when a capital improvement project within that district is proposed, which will exceed 15% of the operating budget for that specific district. Councilmember Dieguez seconded the motion.

It was discussed, that the straw ballot question would be sent to the people paying into the district. It was also stated that during the budget process, during the end of the third quarter, the straw ballot question would be mailed out. The cost of the straw ballot question is to be funded from their own district budgets. Mayor Cid stated that he would like each district committee (each Board) to decide and vote this item up or down. After the discussion, the motion passed 5-1, with Mayor Cid voting in opposition and Councilmember Alvarez being absent.

C. Change Council's Month Off (J. Rodriguez)

Councilmember Rodriguez motioned to have a regular council meeting in the month of August and instead, not have a regular council meeting during the month of December, Also, he motioned to have the regular council meetings of July, November and January during the third Tuesday of the month. Councilmember Ruano seconded the motion.

After some discussion, Councilmember J. Rodriguez re-stated his motion and stated that he would like to amend the Special Rules or Order, for there to be a regular council meeting during the month of August, for no regular council meeting to take place during the month of December and for the regular council meetings to be moved to the third Tuesday's of every month effective January 2020. The motion was seconded by Councilmember Dieguez. Mayor Cid requested for the March 2020 and July 2020 Regular Council Meeting to stay during the 2nd Tuesday and Councilmember Rodriguez accepted his request. The motion passed 6-0, with Councilmember Alvarez being absent.

D. Main Street Movie Theater (Cid)

This item was pulled during the New Order of Business Section of the Agenda.

E. Neighborhood Service Districts Budgeted Reserves (Collazo)

Councilmember Collazo made a motion relating to the Neighborhood Service Districts, to set a threshold limiting yearly reserves to no more than 15% reserves in our neighborhood service districts. Councilmember Ruano seconded the motion. The motion passed 5-1, with Mayor Cid voting in opposition and Councilmember Alvarez being absent.

F. Girls Scouts Event at Miami Lakes United Methodist Church (Cid)

Mayor Cid introduced the Girls Scouts Troop 472 and asked them to present the item. Victoria Cuervo explained that the four members worked on their Silver Knight Award. She explained what the Silver Knight Award is and stated that their idea was to create awareness to anti-bullying and so they organized a color run race at the Methodist Church. Rebekah Tannehill stated that her role was financing and graphic design and mental bullying. Yazmin Leon stated that she was the pledge collector and she spoke about physical bullying. Aranza Yanes stated that she was the contact adviser and she was in charge of speaking about the different types of cyber bullying and their effects.

Mayor Cid made a motion to officially endorse this yearly Color Run to happen at the Methodist Church. The motion was seconded by Vice Mayor Rodriguez. The motion passed and they were all in favor. Councilmember Alvarez was absent.

G. Hire a Veteran (Ruano)

Councilmember Ruano made a motion for Town Staff to diligently work in having a Veteran Hire Policy and for Town Staff to reach out to the Economic Development Committee and ask them to help us achieve this goal. The Town Manager explained that Ms. Alejo has been diligently working in making a better impact with hiring more veterans and that she has been training to make the Town of Miami Lakes into a more veteran friendly town.

H. Royal Oaks East & West (Cid)

Councilmember Collazo made a motion to waive the Special Rules of Order, Councilmember Rodriguez seconded the motion and all were in favor.

Mayor Cid made a motion to combine Royal Oaks Guard Gate District East & West under one umbrella. Councilmember Collazo seconded the motion. Mayor Cid stated that members from the HOA Association were present in Council Chambers and that they wanted to address the Town Council.

The Following individuals from the HOA addressed and answered questions posed by the Town Council:

William Garciga, resident for 20 years from the Royal Oaks East came before the Town Council and stated that Royal Oaks Association "owns" (applies) to 53% of all the homes of the community; he explained that it has been very challenging to find quorum for the Royal Oaks West and he mentioned that he believes that by combining both the East and the West under one umbrella, they would get better negotiating power from the vendors and that it would make the decision making process better; that by having a single special taxing district for both, he proposed it should be composed of 4 members of the HOA and in addition, 3 members of the non-HOA, totaling 7 members. He also stated that he believes it would help the decision-making process and reduce the political battles among different groups, and that it would enhance the area.

Homero Cruz, resident of Royal Oaks, agreed with the statement given by Mr. Garciga. He did mentioned that he would suggest maybe increasing the number from 7 to 9 members and explained that the Royal Oaks Association Board has 5 members, and that he would like all 5 members to be part of the Special Taxing District and then bring on 4 non-HOA members (2 from the East and 2 from the West) and have these 9 members be part of the combined Special Taxing District. Mr. Cruz also acknowledged that the Special Taxing District only makes recommendations and that the final decisions are to be made by the Town Council. He also stated that there are 1,250 homes in the Special Taxing District and 666 homes are in the Royal Oaks Association; so, about 53% of all the homes are in the Royal Oaks Association.

Maria Barreto, from the GRS Management, Inc. explained that the Royal Oaks Association is composed of 666 homes and about 10 of them do not belong to the Special Taxing District.

After the discussion, Mayor Cid summarized his motion the following way: Motion to combine the East and the West and become one committee, for Town Staff to come back in December with a resolution for the Town Council to approve or not approve. Town Manager added that staff will come back with an equitable distribution between HOA residents v. Non-HOA residents, and an equitable distribution between the west residents v. east residents and a fair process for selecting all these individuals.

All councilmembers were in favor.

15. MAYOR AND COUNCILMEMBER REPORTS:

Mayor Cid gave a detailed report on his trip to Tallahassee.

Councilmember Dieguez made a motion to withdraw the EOC Appropriations Request and the NW 87th Avenue Ramp Request from consideration of the Legislative Priorities. Palmetto expansion and the underpasses and to make it a Legislative Priority.

Councilmember Collazo made an amendment to include as part of our Legislative Advocacy, the removal of the Express Lane and to add that we are in full support of the Speaker and of several representatives that are trying to have the Palmetto Express lanes removed. Councilmember Dieguez seconded the motion and all were in favor.

16. MANAGER'S REPORTS

A. Egan Lane Street Closure & Safety Update

Carlos Acosta, Public Works Director, explained the Egan Lane Street Closure issue and the steps that the Town has taken to improve the safety in that road, by installing the traffic safety signs and by installing speed bumps in that area.

Full road closure report was rejected by the County. Partial closure of the road is what the consultant is looking into and town staff is looking into these options now.

B. Town Manager Monthly Police Report

Town Major, Javier Ruiz, provided the monthly crime report to the Town Council. He stated that the Police team has been providing extra protection to the shopping centers and provided assistance at the Halloween Event and the Veterans Parade.

17. ATTORNEY'S REPORTS:

The Town Attorney, Raul Gastesi, stated that regarding the Pizzi case, they are working again on the discovery phase and that they will be taking a deposition of Mr. Pizzi and following up on the Attorneys Fees expenditures.

Regarding the Bridge litigation, the County will be responding by November 15th.

18. ADJOURNMENT:

There being no further business to come before the Town Council, the meeting adjourned at 9:38 pm.

Approved this 10th day of December.

_____

Manny Cid, Mayor

Attest:

Gina Inguanzo, Town Clerk

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **ITB 2019-32 Refuse & Recycling Services**

Date: **December 10, 2019**

Recommendation:

It is recommended that the Town Manager award a contract to Great Waste and Recycling Services, LLC ("Great Waste"), the lowest responsive and responsible bidder, for Refuse and Recycling Services for Town Facilities in an amount not to exceed budgeted funds. The contract will be for a three (3) year period with two (2) one-year options to renew. Funds are budgeted for these services in the Parks – Community Services line items in the General Fund and the Facilities Maintenance Fund.

Background

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for Refuse and Recycling Services for the Government Center, Royal Oaks Park, Miami Lakes Optimist Park, Miami Lakes Picnic Park West, and the Youth Center ("Town Facilities").

The Town issued ITB 2019-32 for Refuse and Recycling Services for Town Facilities on July 25, 2019. The ITB was posted to DemandStar, 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 as a licensed waste hauler and recycler in the State of Florida; and
2. Provide verifiable client references demonstrating the successful completion of at least three (3) refuse and recycling projects of similar size, scope and complexity performed within the last seven (7) years.

On the date of the bid opening deadline, August 15, 2019, we received three (3) bids from the following Bidders:

1. Great Waste and Recycling Services, LLC ("Great Waste") - $75,760.80
2. Waste Management Inc. of Florida ("Waste Management") - $99,462.96
3. Coastal Waste & Recycling of Miami-Dade County, LLC ("Coastal Waste") - $104,314.90

Procurement performed a due diligence review of the bids for responsiveness and found that Great Waste, the lowest bidder, submitted a responsive bid. Procurement's due diligence review did not reveal any material defects in the bid, nor in Great Waste's qualifications. Great Waste has been in business for eight (8) years, is licensed to do the work, and provided three (3) positive references for projects completed for other agencies, including Miami-Dade County Public Schools, the City of Doral and Miami-Dade County. Procurement did not find any issues that would indicate that Great Waste was incapable of performing the work.

In accordance with Section B2.03 Estimated Quantities of the ITB, for purposes of keeping this service within budget, Procurement adjusted the pulls per week at Royal Oaks Park, Optimist Park, and Picnic Park West (See Exhibit A, attached hereto).

Based on our review of the bid submittals and the adjusted quantities, we have determined that Great Waste is still the lowest responsive and responsible bidder and their bid prices are fair and reasonable. As such, it is recommended that the Town Manager award a contract in an amount not to exceed budgeted funds to Great Waste and Recycling Services, LLC.

☐ Concur

☐ Reject

_____

Edward Pidermann, Town Manager

RESOLUTION NO. 19-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF CONTRACTS FOR ITB 2019-32, REFUSE AND RECYCLING SERVICES TO GREAT WATE AND RECYCLING SERVICES, LLC FOR TOWN FACILITIES 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 Invitation to Bid ("ITB") 2019-32 for Refuse and Recycling Services for Town Facilities; and

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

WHEREAS, the Town received three (3) Bids by the bid deadline from: (1) Great Waste and Recycling Services, LLC ("Great Waste") (2) Waste Management Inc. of Florida; and (3) Coastal Waste & Recycling of Miami-Dade County; and

WHEREAS, the Town's Procurement Department performed a due diligence review of the proposals for responsiveness and did not find any material defects in the bids or qualifications; and

WHEREAS, for purposes of keeping this service within budget, Procurement adjusted the pulls per week in accordance with Section B2.03 of the ITB as shown in Exhibit B; and

WHEREAS, the lowest responsive bidder is Great Waste; and

WHEREAS, Procurement recommends to award a contract Great Waste; and

WHEREAS, the Town Manager concurs with Procurement's recommendation and recommends the Town Council authorize the award of a contract to Great Waste in an amount not to exceed budgeted funds; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with Great Waste and Recycling Services, LLC in an amount not to exceed budgeted funds.

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

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

Section 2. Approval of the Contract. The Town Council hereby approves the award of a contract to Great Waste and Recycling Services, LLC in substantially the form attached hereto as Exhibit "A" for Refuse and Recycling Services for Town Facilities in an amount not to exceed budgeted funds (hereinafter referred to as "Contract").

Section 3. Authorization of Town Officials. The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

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

Section 5. **Execution of the Contract.** The Town Manager is authorized to execute a Contract with Great Waste and Recycling Services, LLC in an amount not to exceed budgeted funds and to execute any extension and/or amendments to the Contract, subject to approval as to form and legality by the Town Attorney.

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

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2019.

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

Mayor Manny Cid _____

Vice Mayor Nelson Rodriguez _____

Councilmember Carlos Alvarez _____

Councilmember Luis Collazo _____

Councilmember Joshua Dieguez _____

Councilmember Jeffrey Rodriguez _____

Councilmember Marilyn Ruano _____

_____
Manny Cid
MAYOR

Attest:

_____
Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

_____
Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and
Great Waste and Recycling Services, LLC
for
Refuse and Recycling Services for Town Facilities, ITB 2019-32

WASTE MANAGEMENT

					ORIGINAL BID AMOUNT				REVISED BID AMOUNT		
Item No	Location	Size of Dumpster	Quantity	Pulls per Week	Monthly Cost	Annual Cost	Cost Per Pull	Pulls Per Week	Monthly Cost	Annual Cost	GL #
1	Government Center	2 CY	2	2	$ 375.00	$ 4,500.00	$ 46.88	2	$ 375.00	$ 4,500.00	5011901-543000
2	Royal Oaks Park	8 CY 2 CY	2 1	6	$ 2,579.08	$ 30,948.96	$ 107.46	5	$ 2,149.23	$ 25,790.80	0017217-543000
3	Optimist Park	8 CY	2	6	$ 2,494.08	$ 29,928.96	$ 103.92	5	$ 2,078.40	$ 24,940.80	0017247-543000
4	Picnic Park West	8 CY	2	5	$ 2,078.40	$ 24,940.80	$ 103.92	4	$ 1,662.72	$ 19,952.64	0017237-543000
5	Youth Center	8 CY	2	2	$ 762.08	$ 9,144.96	$ 95.26	2	$ 762.08	$ 9,144.96	0017227-543000
TOTAL					$8,288.64	$99,463.68			$ 7,027.43	$ 84,329.20	

COASTAL WASTE & RECYCLING

					ORIGINAL BID AMOUNT				REVISED BID AMOUNT		
Item No	Location	Size of Dumpster	Quantity	Pulls per Week	Monthly Cost	Annual Cost	Cost Per Pull	Pulls Per Week	Monthly Cost	Annual Cost	GL #
1	Government Center	2 CY	2	2	$206.11	$ 2,473.32	$ 25.76	2	$ 206.11	$ 2,473.32	5011901-543000
2	Royal Oaks Park	8 CY 2 CY	2 1	6	$3,127.99	$ 37,535.88	$ 130.33	5	$ 2,606.66	$ 31,279.90	0017217-543000
3	Optimist Park	8 CY	2	6	$2,473.30	$ 29,679.60	$ 103.05	5	$ 2,061.08	$ 24,733.00	0017247-543000
4	Picnic Park West	8 CY	2	5	$2,061.08	$ 24,732.96	$ 103.05	4	$ 1,648.86	$ 19,786.37	0017237-543000
5	Youth Center	8 CY	2	2	$824.43	$ 9,893.16	$ 103.05	2	$ 824.43	$ 9,893.16	0017227-543000
TOTAL					$8,692.91	$104,314.92			$ 7,347.15	$ 88,165.75	

GREAT WASTE

					ORIGINAL BID AMOUNT				REVISED BID AMOUNT			
Item No	Location	Size of Dumpster	Quantity	Pulls per Week	Monthly Cost	Annual Cost	Cost Per Pull	Pulls Per Week	Monthly Cost	Annual Cost	FY 19 Budget Amount	GL #
1	Government Center	2 CY	2	2	$ 156.20	$ 1,874.40	$ 19.53	2	$ 156.20	$ 1,874.40	$1,787.88	5011901-543000
2	Royal Oaks Park	8 CY 2 CY	2 1	6	$ 2,104.70	$ 25,256.40	$ 87.70	5	$ 1,753.92	$ 21,047.00	$16,011.60	0017217-543000
3	Optimist Park	8 CY	2	6	$ 1,870.70	$ 22,448.40	$ 77.95	5	$ 1,558.92	$ 18,707.00	$10,661.40	0017247-543000
4	Picnic Park West	8 CY	2	5	$ 1,558.80	$ 18,705.60	$ 77.94	4	$ 1,247.04	$ 14,964.48	$8,174.40	0017237-543000
5	Youth Center	8 CY	2	2	$ 623.70	$ 7,484.40	$ 77.96	2	$ 623.70	$ 7,484.40	$3,959.76	0017227-543000
TOTAL					$ 6,314.10	$ 75,769.20			$ 5,339.77	$ 64,077.28	$40,595.04	

INVITATION TO BID

REFUSE AND RECYCLING SERVICES FOR TOWN FACILITIES

ITB No. 2019-32

The Town of Miami Lakes Council:

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

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	Thursday, July 25, 2019
Bids Due	3:00 PM, Thursday, August 15, 2019

Refuse and Recycling Services for Town Facilities

ITB 2019-32

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SECTION A. NOTICE TO BIDDERS

ITB Name:	Refuse and Recycling Services for Town Facilities
ITB No.:	2019-32
Bids Due:	3:00PM EST, Thursday, August 15, 2019

Solicitation Overview:

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for refuse removal and recycling services for the Town's facilities and parks ("Services"). 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 provide this service successfully and with minimal issues.

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 must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 3:00 PM on August 15, 2019,** 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 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 http://www.miamilakes-fl.gov/, under Current Solicitations on the Procurement Department page, on Public Purchase at www.publicpurchase.com, or on DemandStar's website at www.demandstar.com. 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 minimum of five (5) years of experience as a licensed waste hauler and recycler in the State of Florida; and
2. Provide verifiable client references demonstrating the successful completion of at least three (3) refuse and recycling projects of similar size, scope and complexity performed within the last seven (7) years;

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

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. **Recyclable Material** means any materials that is capable of being processed at a recycling or materials recovery facility, and includes, but is not limited to: corrugated cardboard, mixed office paper/colored paper, newspaper/magazines, fiber material, glass bottles/containers, steel/tin containers, aluminum containers, and plastic bottles/containers.
25. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
26. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
27. **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.
28. **Source-Separated Recyclable Materials** means Recyclable Material that are separated and sorted where the Recyclable Material is delivered for the purposes of recycling.
29. **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.
30. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
31. **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.
32. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
33. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.

34. **Trash Receptacle** means any container provided by the Contractor, including dumpsters, roll-off containers, recycling containers, etc. for the purpose of collecting waste, refuse, or Recyclable Material.

35. **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.

36. **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 blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(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. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions 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 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 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.

B2.08 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.

B2.09 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, 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.

B2.10 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.

B2.11 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.

B2.12 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.

B2.13 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).

B2.14 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 http://www.miamilakes-fl.gov.

B2.15 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.

B2.16 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.

B2.17 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 17-203, Section 16, which is available at http://www.miamilakes-fl.gov.

B2.18 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 found in Section F.

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

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

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

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

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

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

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

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

B3.04 PUBLIC RECORDS AFFIDAVIT

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

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

B3.05 PUBLIC ENTITY CRIMES ACT

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

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 under this Contractor is only permitted strictly for the physical sorting and disposal of the recyclable materials. 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 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.

C1.22 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.

C1.23 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.

C1.24 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).

C1.25 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.

C1.26 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.

C1.27 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.

C1.28 NOTICES

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

For Town:

Mr. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

Raul Gastesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
rgastesi@miamilakes-fl.gov

For Contractor:

Carlo Piccinonna
Manager
Great Waste and Recycling Services, LLC
6710 Main Street
Suite #237
Miami Lakes, FL 33014
Carlos@great-waste.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.

(1st) 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 clerk@miamilakes-fl.gov.

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 C1.28 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 http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&itemid=358.

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

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

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

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 C6.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

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

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 Services consist of furnishing all personnel, labor, materials, machinery, tools, means of transportation, supplies, equipment, services, supervision, and management necessary to provide refuse collection and disposal services and Recycling Services to the Town Facilities identified below in Section D2. The cost of disposal and all trash receptacles, including dumpsters, roll-off containers and recycling containers are included in the cost of the Services stated in the Bid Form.

D2 SERVICES PER LOCATION

Location	Address	Size of Dumpster	Quantity	Pulls per Week
Government Center	6601 Main Street	2 Cubic yards	2	2
Royal Oaks Park	16500 NW 87th Avenue	8 cubic yards 2 cubic yards	2 1	6
Miami Lakes Optimist Park	6411 NW 162nd Street	8 cubic yards	2	6
Miami Lakes Picnic Park West	15151 NW 82nd Avenue	8 cubic yards	2	5
Youth Center	6075 Miami Lakes Drive	8 cubic yards	2	2

D3 CONTRACT TERM

This Agreement shall be effective upon execution by both parties and shall continue for a period of three (3) years. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms.

D4 COMPENSATION/PRICE ADJUSTMENTS

Contractor will be paid based on the monthly rates established in the Contract.

Contractor's price(s) will remain fixed and firm during the term of Contract with the following exception:

Adjustments to the rates paid under this Contract may be annually indexed to inflation as defined by the Consumer Price Index (CPI). All Urban Consumers CPU-U All Items Miami-Ft. Lauderdale area as calculated by the U.S. Department of Labor. The All Urban Consumers figures used will be published and available ninety (90) days prior to the end of the Contract year and thereafter on an annual basis in the same way for succeeding years. Said increases must be requested in writing by the Contractor no later than thirty (30) days prior to the expiration of each Contract year and will be effective upon the commencement of each new Contract year. No increase will exceed three percent (3%) per year. Retroactive increases will not be permitted.

D5 INVOICING

Contractor will invoice once per month for the Services provided in the prior month using the Town's invoice form unless otherwise approved in writing by the Town's Procurement Manager. Contractor invoices, at a minimum, must include the following information:

- Name and address of Contractor
- Contract Number
- Date of invoice
- Invoice number (invoice number cannot be repeated)
- Timeframe covered by the invoice (Dates of Service)
- Site(s) (location) of Work performed
- Total Value of invoice
- Account Codes (if provided)

Separate line items on the invoice must be use used to reflect any fuel surcharges and credit/charges for Recyclable Materials.

D6 PAYMENTS

Payments shall be based on invoices submitted on a monthly basis for Work performed in the previous month. Contractor shall be paid for actual lane miles cleaned and accepted by the Town. The Town will not issue any payments based on a statement of accounts. Any reductions in the amount paid to the Contractor shall be done in accordance with Articles D5 of the Contract. All payments shall be made in accordance with the State of Florida Local Government Prompt Payment Act.

D7 EMPLOYEES

Contractor's employees must be identifiable by wearing a uniform bearing the Contractor name. Smoking is not permitted while on Town property.

D8 TRASH COLLECTION VEHICLES

Contractor's name, office telephone number and truck number must be properly displayed on all collection vehicles. Collection vehicles must be well-maintained and clean in appearance.

D9 TRASH RECEPTACLES

The Contractor must provide Trash Receptacles in good repair and is responsible to inspect all Trash Receptacles on a monthly basis and make all necessary repairs, maintenance, painting or sanitizing. The Contractor will, upon request of the Program Manager, repair, replace, sanitize or repaint the Trash Receptacle within forty-eight (48) hours of notification unless otherwise approved by the Program Manager in writing. Any drain plug will be replaced within seven (7) days of notification. All dumpsters will be steel-top loads with lift-up lids. No side door receptacles are permitted unless specifically requested or specified.

D10 SPILLAGE

The Contractor must not litter or cause any spillage to occur upon the premise, roadway or right-of-way wherein the collections will occur. Extra service effort will be required to ensure garbage or litter is picked up around the dumpsters if needed. During hauling, all material will be contained, enclosed and covered so that leaking, spilling and blowing is prevented. In the event of any spillage or leaking, including, but not limited to, hydraulic and other fluids from the collection vehicles or materials such as paint by the Contractor, for any reason or source, the Contractor will ensure that the vehicle stops immediately to prevent "fluid trails" and clean up all spillage and leakage immediately to the satisfaction of the Town, at no additional cost to the Town. If the Contractor fails to take prompt and effective remedial action and after notice to the Contractor, the Town is required to respond to clean up or repair, costs for such Town action will be deducted from the Contractor's monthly invoice.

D11 CONTRACTOR CAUSED MISSED PICK-UP

If a dumpster is not serviced (missed pick-up) within twelve (12) hours of a reported miss (verbal or written), the Town may assess a service charge based on the pro-rata monthly percentage for the monthly service at the specific Facility. The Town may deduct any assessed missed pick-up service charges from the Contractor's monthly invoice.

D12 ODOR CONTROL

Contractor will be responsible for all appropriate actions to minimize any offensive odors emanating from the Trash Receptacles.

D13 EMERGENCY SITUATIONS

In the event of an extreme weather event or some other emergency situation, it may be necessary for the Contractor to provide the labor necessary to remove solid waste as needed, in addition to the provided trash receptacles. It may be necessary for the Contractor to dedicate trucks or provide additional trash receptacles and sufficient staff to remove debris from Town sites after a storm or emergency situation.

D14 DISASTER STOP SERVICE REQUIREMENTS

In the event of a disaster such as a hurricane, the Contractor will be expected to continue with collection service until the Town declares a "State of Emergency" or until the Program Manager and Contractor agree that Service will be suspended due to unsafe conditions. At the present time, the Town's Disaster plan calls for the Contractor to resume and continue the collection schedule as soon as safely possible. Due to the magnitude of the disaster, if the Contractor is called upon to assist in debris clearing or other duties under "State of Emergency" (FEMA status), the Contractor may be eligible for additional compensation under rates and adjustments. No additional compensation should be expected for general windstorms, poor weather conditions or unusual events outside the "State of Emergency" declaration.

In instances where a Hurricane Warning has been issued, the Contractor may be required to pick up any construction type containers provided by the Contractor within four (4) hours.

D15 REPORTS

Contractor, on a monthly basis, simultaneous with the submission of its invoice(s) provide a report on the following:

- Number of tons of waste generated by Facility.
- Number of tons and value (if applicable) of Recyclable Material generated from each site. Value will be based on the price per ton stated in the Bid Form broken down by type/category of recycled materials. Actual weight not estimated.
- Report of any accidents or safety issues occurring on Town property.

D16 CONSTRUCTION TYPE CONTAINERS

Contractor may be required to provide construction type containers of various sizes during the term of the Contract. Initially, the Town will require one 20 cubic yard construction container with pulls being performed on an as-needed basis. The containers will be provided on a cost per pull basis based on the size of the container, which will include delivery and removal services.

D17 RECYCLING SERVICES

Recycling services will be provided in accordance with Section 15 of the Code of Miami-Dade County and all other applicable federal, state, county and local laws, rules and regulations. No estimating is permitted. Only actual reports are acceptable.

Contractor will accept and process for recycling a single stream of commingled Source-Separated Recyclable Materials including, at a minimum, all materials identified on the Bid Form. At a minimum, the Contractor will accept and process for recycling the following recyclable materials: corrugated cardboard, mixed office paper/colored paper, newspaper/magazines, fiber materials, glass bottles/containers, steel and/or tin containers, aluminum containers and/or plastic bottles/containers.

Contractor will not refuse to accept any Recyclable Material collected due to improper refuse being comingled in with the Recyclable Material unless the Program Manager has been provided written notification of the ongoing problem and the Town is provided the opportunity to investigate and take any necessary and appropriate action to correct the issue.

All Recycling Services will be performed at a properly licensed and permitted materials recovery facility.

Recycling Dumpsters will be provided as follows based on the number of dumpsters identified in Section D2:

- Government Center – One 2 cubic yard dumpster will be used for recycling.
- Royal Oaks Park – One 2 cubic yard dumpster will be used for recycling.
- All other locations – One 8 cubic yard dumpster at each site will be used for recycling.

END OF SECTION

SIGNATURE PAGE FOLLOWS

CONTRACT EXECUTION FORM

This Contract _____ 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 GREAT WASTE AND Recycling SERVICES 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

By: _____
Gina Inguanzo, Town Clerk

By: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____
Raul Gastesi, Town Attorney

Date: _____

Signed, sealed and witnessed in the presence of:

CONTRACTOR

GREAT WASTE AND RECYCLING SERVICES LLC.
(Contractor's Name)

By:_____

By: _____

Name: CARLO PIDDIMONNA

Title: MGRM

Date: 08/09/19

Section G. (*) 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.

Great Waste and Recycling Services LLC.

CORPORATE RESOLUTION

WHEREAS, GREAT WASTE AND RECYCLING SERVICES 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 DIRECTORS that the CARLO PICCININNA, MGRM.,
(type title of officer)

CARLO PICCININNA, 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 9th day of August, 2019.

Corporate Secretary

(Corporate Seal)

SECTION E. CONTRACTOR'S PROPOSAL

GREAT WASTE
Great Waste and Recycling Service LLC

INVITATION TO BID

REFUSE AND RECYCLING SERVICES FOR TOWN FACILITIES

ITB No. 2019-32

MIAMI LAKES
Growing Beautifully

The Town of Miami Lakes Council:

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

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	Thursday, July 25, 2019
Bids Due	3:00 PM, Thursday, August 15, 2019

GREAT WASTE
Great Waste and Recycling Service LLC

INVITATION TO BID

REFUSE AND RECYCLING SERVICES FOR TOWN FACILITIES

ITB No. 2019-32

MIAMI LAKES
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Edward Pidermann, Town Manager
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Date Advertised	Thursday, July 25, 2019
Bids Due	3:00 PM, Thursday, August 15, 2019

1

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Notice to Bidders
Terms & Conditions

2

Section E

Bid Form

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Section F

Attachments

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Addendums

5

Information

AVERY
600296

INVITATION TO BID

REFUSE AND RECYCLING SERVICES FOR TOWN FACILITIES

ITB No. 2019-32

MIAMI LAKES
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SECTION A. NOTICE TO BIDDERS

ITB Name:	Refuse and Recycling Services for Town Facilities
ITB No.:	2019-32
Bids Due:	3:00PM EST, Thursday, August 15, 2019

Solicitation Overview:

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for refuse removal and recycling services for the Town's facilities and parks ("Services"). 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 provide this service successfully and with minimal issues.

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 must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 3:00 PM on August 15, 2019,** 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 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 http://www.miamilakes-fl.gov/, under Current Solicitations on the Procurement Department page, on Public Purchase at www.publicpurchase.com, or on DemandStar's website at www.demandstar.com. 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 minimum of five (5) years of experience as a licensed waste hauler and recycler in the State of Florida; and
2. Provide verifiable client references demonstrating the successful completion of at least three (3) refuse and recycling projects of similar size, scope and complexity performed within the last seven (7) years;

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

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. **Recyclable Material** means any materials that is capable of being processed at a recycling or materials recovery facility, and includes, but is not limited to: corrugated cardboard, mixed office paper/colored paper, newspaper/magazines, fiber material, glass bottles/containers, steel/tin containers, aluminum containers, and plastic bottles/containers.
25. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
26. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
27. **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.
28. **Source-Separated Recyclable Materials** means Recyclable Material that are separated and sorted where the Recyclable Material is delivered for the purposes of recycling.
29. **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.
30. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
31. **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.
32. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
33. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
34. **Trash Receptacle** means any container provided by the Contractor, including dumpsters, roll-off containers, recycling containers, etc. for the purpose of collecting waste, refuse, or Recyclable Material.

35. **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.

36. **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 blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(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. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions 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 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 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.

B2.08 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.

B2.09 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, 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.

B2.10 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.

B2.11 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.

B2.12 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.

B2.13 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).

B2.14 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 http://www.miamilakes-fl.gov.

B2.15 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.

B2.16 AWARD OF CONTRACT(S) **Great Waste and Recycling Services LLC.**

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.

B2.17 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 17-203, Section 16, which is available at http://www.miamilakes-fl.gov.

B2.18 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 found in Section F.

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

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

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

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

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

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

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

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

B3.04 PUBLIC RECORDS AFFIDAVIT

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

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

B3.05 PUBLIC ENTITY CRIMES ACT

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

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 under this Contractor is only permitted strictly for the physical sorting and disposal of the recyclable materials. 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 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.

C1.22 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.

C1.23 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.

C1.24 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).

C1.25 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.

C1.26 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.

C1.27 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.

C1.28 NOTICES

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

For Town:

Mr. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

Raul Gastesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
rgastesi@miamilakes-fl.gov

For Contractor:

(To Be Determined)

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.

(1st) 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 clerk@miamilakes-fl.gov.

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 C1.28 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 http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&itemid=358.

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

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

The acceptance of final payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of

the Contract and identified by Contractor as unsettled at the time of the application for payment.

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 C6.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

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

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 Services consist of furnishing all personnel, labor, materials, machinery, tools, means of transportation, supplies, equipment, services, supervision, and management necessary to provide refuse collection and disposal services and Recycling Services to the Town Facilities identified below in Section D2. The cost of disposal and all trash receptacles, including dumpsters, roll-off containers and recycling containers are included in the cost of the Services stated in the Bid Form.

D2 SERVICES PER LOCATION

Location	Address	Size of Dumpster	Quantity	Pulls per Week
Government Center	6601 Main Street	2 Cubic yards	2	2
Royal Oaks Park	16500 NW 87th Avenue	8 cubic yards 2 cubic yards	2 1	6
Miami Lakes Optimist Park	6411 NW 162nd Street	8 cubic yards	2	6
Miami Lakes Picnic Park West	15151 NW 82nd Avenue	8 cubic yards	2	5

D3 CONTRACT TERM

This Agreement shall be effective upon execution by both parties and shall continue for a period of three (3) years. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms.

D4 COMPENSATION/PRICE ADJUSTMENTS

Contractor will be paid based on the monthly rates established in the Contract.

Contractor's price(s) will remain fixed and firm during the term of Contract with the following exception:

Adjustments to the rates paid under this Contract may be annually indexed to inflation as defined by the Consumer Price Index (CPI). All Urban Consumers CPU-U All Items Miami-Ft. Lauderdale area as calculated by the U.S. Department of Labor. The All Urban Consumers figures used will be published and available ninety (90) days prior to the end of the Contract year and thereafter on an annual basis in the same way for succeeding years. Said increases must be requested in writing by the Contractor no later than thirty (30) days prior to the expiration of each Contract year and will be effective upon the commencement of each new Contract year. No increase will exceed three percent (3%) per year. Retroactive increases will not be permitted.

D5 INVOICING

Contractor will invoice once per month for the Services provided in the prior month using the Town's invoice form unless otherwise approved in writing by the Town's Procurement Manager. Contractor invoices, at a minimum, must include the following information:

- Name and address of Contractor
- Contract Number
- Date of invoice

- Invoice number (invoice number cannot be repeated)
- Timeframe covered by the invoice (Dates of Service)
- Site(s) (location) of Work performed
- Total Value of invoice
- Account Codes (if provided)

Separate line items on the invoice must be use used to reflect any fuel surcharges and credit/charges for Recyclable Materials.

D6 PAYMENTS

Payments shall be based on invoices submitted on a monthly basis for Work performed in the previous month. Contractor shall be paid for actual lane miles cleaned and accepted by the Town. The Town will not issue any payments based on a statement of accounts. Any reductions in the amount paid to the Contractor shall be done in accordance with Articles D5 of the Contract. All payments shall be made in accordance with the State of Florida Local Government Prompt Payment Act.

D7 EMPLOYEES

Contractor's employees must be identifiable by wearing a uniform bearing the Contractor name. Smoking is not permitted while on Town property.

D8 TRASH COLLECTION VEHICLES

Contractor's name, office telephone number and truck number must be properly displayed on all collection vehicles. Collection vehicles must be well-maintained and clean in appearance.

D9 TRASH RECEPTACLES

The Contractor must provide Trash Receptacles in good repair and is responsible to inspect all Trash Receptacles on a monthly basis and make all necessary repairs, maintenance, painting or sanitizing. The Contractor will, upon request of the Program Manager, repair, replace, sanitize or repaint the Trash Receptacle within forty-eight (48) hours of notification unless otherwise approved by the Program Manager in writing. Any drain plug will be replaced within seven (7) days of notification. All dumpsters will be steel-top loads with lift-up lids. No side door receptacles are permitted unless specifically requested or specified.

D10 SPILLAGE

The Contractor must not litter or cause any spillage to occur upon the premise, roadway or right-of-way wherein the collections will occur. Extra service effort will be required to ensure garbage or litter is picked up around the dumpsters if needed. During hauling, all material will be contained, enclosed and covered so that leaking, spilling and blowing is prevented. In the event of any spillage or leaking, including, but not limited to, hydraulic and other fluids from the collection vehicles or materials such as paint by the Contractor, for any reason or source, the Contractor will ensure that the vehicle stops immediately to prevent "fluid trails" and clean up all spillage and leakage immediately to the satisfaction of the Town, at no additional cost to the Town. If the Contractor fails to take prompt and effective remedial action and after notice to the Contractor, the Town is required to respond to clean up or repair, costs for such Town action will be deducted from the Contractor's monthly invoice.

D11 CONTRACTOR CAUSED MISSED PICK-UP

If a dumpster is not serviced (missed pick-up) within twelve (12) hours of a reported miss (verbal or written), the Town may assess a service charge based on the pro-rata monthly percentage for the monthly service at the specific Facility. The Town may deduct any assessed missed pick-up service charges from the Contractor's monthly invoice.

D12 ODOR CONTROL

Contractor will be responsible for all appropriate actions to minimize any offensive odors emanating from the Trash Receptacles.

D13 EMERGENCY SITUATIONS

In the event of an extreme weather event or some other emergency situation, it may be necessary for the Contractor to provide the labor necessary to remove solid waste as needed, in addition to the provided trash receptacles. It may be necessary for the Contractor to dedicate trucks or provide additional trash receptacles and sufficient staff to remove debris from Town sites after a storm or emergency situation.

D14 DISASTER STOP SERVICE REQUIREMENTS

In the event of a disaster such as a hurricane, the Contractor will be expected to continue with collection service until the Town declares a "State of Emergency" or until the Program Manager and Contractor agree that Service will be suspended due to unsafe conditions. At the present time, the Town's Disaster plan calls for the Contractor to resume and continue the collection schedule as soon as safely possible. Due to the magnitude of the disaster, if the Contractor is called upon to assist in debris clearing or other duties under "State of Emergency" (FEMA status), the Contractor may be eligible for additional compensation under rates and adjustments. No additional compensation should be expected for general windstorms, poor weather conditions or unusual events outside the "State of Emergency" declaration.

In instances where a Hurricane Warning has been issued, the Contractor may be required to pick up any construction type containers provided by the Contractor within four (4) hours.

D15 REPORTS

Contractor, on a monthly basis, simultaneous with the submission of its invoice(s) provide a report on the following:

- Number of tons of waste generated by Facility.
- Number of tons and value (if applicable) of Recyclable Material generated from each site. Value will be based on the price per ton stated in the Bid Form broken down by type/category of recycled materials. Actual weight not estimated.
- Report of any accidents or safety issues occurring on Town property.

D16 CONSTRUCTION TYPE CONTAINERS

Contractor may be required to provide construction type containers of various sizes during the term of the Contract. Initially, the Town will require one 20 cubic yard construction container with pulls being performed on an as-needed basis. The containers will be provided on a cost per pull basis based on the size of the container, which will include delivery and removal services.

D17 RECYCLING SERVICES

Recycling services will be provided in accordance with Section 15 of the Code of Miami-Dade County and all other applicable federal, state, county and local laws, rules and regulations. No estimating is permitted. Only actual reports are acceptable.

Contractor will accept and process for recycling a single stream of commingled Source-Separated Recyclable Materials including, at a minimum, all materials identified on the Bid Form. At a minimum, the Contractor will accept and process for recycling the following recyclable materials: corrugated

cardboard, mixed office paper/colored paper, newspaper/magazines, fiber materials, glass bottles/containers, steel and/or tin containers, aluminum containers and/or plastic bottles/containers.

Contractor will not refuse to accept any Recyclable Material collected due to improper refuse being comingled in with the Recyclable Material unless the Program Manager has been provided written notification of the ongoing problem and the Town is provided the opportunity to investigate and take any necessary and appropriate action to correct the issue.

All Recycling Services will be performed at a properly licensed and permitted materials recovery facility.

Recycling Dumpsters will be provided as follows based on the number of dumpsters identified in Section D2:

- Government Center – One 2 cubic yard dumpster will be used for recycling.
- Royal Oaks Park – One 2 cubic yard dumpster will be used for recycling.
- All other locations – One 8 cubic yard dumpster at each site will be used for recycling.

END OF SECTION

SECTION E. BID FORM

This Bid is submitted on behalf of GREAT WASTE AND RECYCLING SERVICES LLC., (hereinafter "Bidder") located at

(Name of Bidder)

6710 MAIN STREET SUITE # 237
MIAMI LAKES FLORIDA 33014, submitted on AUGUST 15, 2019

(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for **ITB No.** 2019-32 **for**

REFUSE AND RECYCLING SERVICES FOR TOWN FACILITIES

(Solicitation Title)

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.

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.

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BID PRICE

Item No.	Location	Monthly Cost	Annual Cost
1	Government Center	$ 156.20	$ 1,874.40
2	Royal Oaks Park	$ 2,104.70	$ 25,256.40
3	Miami Lakes Optimist Club	$ 1,870.70	$ 22,448.40
4	Miami Lakes Picnic Park West	$ 1,558.80	$ 18,705.60
5	Youth Center	$ 623.70	$ 7,476.00

TOTAL ANNUAL COST $ 75,760.80

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Additional Services

**Additional Services shall be performed on an as-needed basis. Additional Services shall not be included in the determination of the lowest responsive and responsible Bidder. **

Item No.	Additional Service	Cost per Pull
AS1	Cost per pull for 20 cubic yard container	$ 345.00

Collection, Processing and Disposal of Recyclable Materials

**The Recycling Material price per ton will not be used to determine the lowest responsive and responsible bidder. **

1. If compensation is proposed as an incentive to share Recyclable Materials revenues with Town, or if zero processing cost is proposed, please insert a dollar amount as a positive per ton amount to be paid to Town, indicated with (+) sign or $0, as applicable:

   $ 0 (price per ton)

2. If a tipping fee to receive Recyclable Materials is proposed, please insert a dollar amount as a negative per ton amount to be paid by the Town, indicated with a (-) sign or $0, as applicable:

   $ 0 (price per ton)

Firm's Name: GREAT WASTE AND RECYCLING SERVICES LLC.

SSN or Federal ID No.: 45-2479744 Telephone No.: (305) 688-6188

E-Mail Address: CARLO@GREAT-WASTE.COM Facsimile No.: (786) 515-1049

Town/State/Zip: MIAMI LAKES FLORIDA 33014

Printed: CARLO PICCINONNA Name/Title: MGRM

Signature:

Town of Miami Lakes
Local Vendor Preference Certification

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 http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php.

By completing the information required below and submitting this form the business entity certifies that it meets the requirements the requirement for local preference as stipulated in the Procurement Ordinance. **This form must be submitted with 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 No. Title: Title

Mark each of the following as applicable:

- ☐ The business entity possesses a current business tax receipt, tax receipt no., issued 6 months prior to the solicitation being issued.
- ☐ The business entity possesses a current certificate of use, certificate no., issued 6 months prior to the solicitation being issued.
- ☐ At least 10% of the business entities workforce resides in Town of Miami Lakes prior to the solicitation being issued.
- ☒ Goods or services to be provided will be provided 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: Great Waste and Recycling Services LLC.

Address: 6710 Main Street Suite 237 Main Street Miami Lakes Florida 33014

Tax ID/FEIN/SSN: 45-2479744

Contact Name: William Hernandez Title: Marketing Member

Phone No.: 305-297-1530 E-Mail: willie@great-waste.com

Signature: _____ Date: 08/09/2019

BEFORE ME, the undersigned authority, personally appeared William Hernandez 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 William Hernandez executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 9 day of August, 2019

My Commission Expires:

_____

Notary Public State of Florida at Large

JENNIFER A MELENDEZ
MY COMMISSION # GG034417
EXPIRES September 28, 2020

MIAMI LAKES
Growing Beautifully

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? 8-YEARS

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

   2019-20 GENERAL HAULER PERMIT (PERMIT #16093) MAY 24, 2019
   2019-20 WASTE TIRE GENERATOR/HAULER (PERMIT 22492) MAY 24, 2019
   2019-20 MIAMI DADE LBT #7105745 SEPT. 30, 2019

   (*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: 45-2479744

   a. FEIN/EIN Number: 45-2479744

   b. Dept. of Business Professional Regulation Category (DBPR): N/A

      i. Date Licensed by DBPR: N/A

      ii. License Number: N/A

   c. Date registered to conduct business in the State of Florida: GREAT WASTE AND RECYCLING SERVICES LLC.

      i. Date filed: 06/08/2011

      ii. Document Number: L11000066819

   d. Primary Office Location: 6710 MAIN STREET SUITE 237 MIAMI LAKES FLORIDA 33014

Great Waste and Recycling Services LLC.

e. What is your primary business?

RECYCLING & WASTE COLLECTION AND DISPOSAL SERVICES

(This answer should be specific)

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

GREAT WASTE AND RECYCLING SERVICES LLC.

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

GREAT WASTE AND RECYCLING SERVICES LLC.

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
N/A		

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
CARLO PICCINONNA	MGRM	100%

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

N/A

b. 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)

Great Waste and Recycling Services LLC.

Name	Title	Signatory Authority All/Cost/No-Cost/Other
CARLO PICCIONNA	MGRM	ALL

Explanation for Other: _____

4. Employee Information

   a. Total No. of Employees: 50

   b. Total No. of Managerial/Admin. Employees: 50

   c. Number of Trades Personnel and total number per classification:
   (Apprentices must be listed separately for each classification)

5. Will a Labor Force Company be used to provide any workers? ☐ Yes ☑ No

6. Employer Modification Rating: ATTACHED CERTIFICATE

7. Insurance & Bond Information:

   a. Insurance Carrier name & address:
   SEE ATTACHED CERTIFICATE

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

   c. Insurance Experience Modification Rating (EMR): ATTACHED
   (If no EMR rating please explain why)

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

0

e. Bond Carrier name & address:

N/A

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

N/A

g. Number of Bond Claims paid out in the last 5 years & value of each:

N/A

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

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.

Great Waste and Recycling Services LLC

13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? ☐ Yes ☑ No
14. Provide an attachment listing all of the equipment and vehicles owned or under lease or rental agreement, which will be used in the performance of the Work in accordance with Section D1 of the ITB. Contractor must clearly identify which equipment and vehicles are owned versus rented or leased. Contractor must also provide the age of each piece of equipment or vehicle and must specify whether the equipment or vehicle will be dedicated for use solely on the Town's Street Sweeping Work. During the Bid evaluation process, the Town may request copies of rented or leased equipment. The Equipment and Vehicles form following this questionnaire has been provided to aid Bidders in submitting the requested information.

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

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: _____ 08/09/19
Signature of Authorized Officer — Date

Carlo Piermonte
Printed Name

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RRL Insurance Agency
4450 W Eau Gallie Blvd., #115
Melbourne FL 32934

CONTACT NAME: Tara Carney
PHONE (A/C, No, Ext): 321-421-6308 FAX (A/C, No):
E-MAIL ADDRESS: tcarney@rrl-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines	10172
INSURER B : Seneca Insurance Company	10936
INSURER C : Starr Surplus Lines Insurance Company	13604
INSURER D : Starr Indemnity & Liability Company	38318
INSURER E :	
INSURER F :	

INSURED GREATWAST
Great Waste & Recycling Services, LLC
3051 NW 129th Street
Opa Locka FL 33054

COVERAGES **CERTIFICATE NUMBER:** 2009773192 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY	Y	Y	1000066992191	6/17/2019	6/17/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Site Pollution	$ 1,000,000
	AUTOMOBILE LIABILITY	Y	Y	1000626078191	6/17/2019	6/17/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X PIP $10,000							$
C	UMBRELLA LIAB X OCCUR	Y	Y	1000337334191	6/17/2019	6/17/2020	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B A	Equipment Floater Pollution Liability			CIM2801550 G46866514001	5/21/2019 2/8/2019	5/21/2020 2/8/2020	Stated Amount Pollution Liab. Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ITB# 2019-32
Refuse and Recycling Services for Town Facilities

CERTIFICATE HOLDER

The Town of Miami Lakes
6601 Main Street
Miami Lakes FL 33014

CANCELLATION 30 Days

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Paul

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CERTIFICATE OF LIABILITY INSURANCE

Date 7/3/2019

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY Commercial General Liability Claims Made Occur General aggregate limit applies per: Policy Project LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY Occur Claims Made Deductible				Each Occurrence	
						Aggregate	
A	**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.		WC 71949	01/01/2019	01/01/2020	X WC Statutory Limits / OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000

Other **Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 07-65-304

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Great Waste and Recycling Services, LLC

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com

Project Name:

ISSUE 07-03-19 (KLR)

Begin Date: 9/12/2011

CERTIFICATE HOLDER

CITY OF HALLANDALE BEACH

400 S. FEDERAL HIGHWAY
HALLANDALE BEACH, FL 33009

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

6832092

BUSINESS NAME/LOCATION
GREAT WASTE & RECYCLING
SERVICES LLC
6710 MAIN ST STE 237
MIAMI LAKES, FL 33014

RECEIPT NO.
RENEWAL
7105745

EXPIRES
SEPTEMBER 30, 2019

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

OWNER
GREAT WASTE & RECYCLING
SERVICES
CARLO PICCINONNA MGR
Employee(s) 6

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 09/20/2018
0208-18-007802

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

MIAMI-DADE COUNTY

Solid Waste Management
2525 NW 62nd Street • 5100
Miami, Florida 33147
T.305-514-6666

miamidade.gov

May 24, 2019

Mr. Carlo Piccinonna, Manager
Great Waste and Recycling Services, LLC
6710 Main Street, Ste. 237
Miami Lakes, FL 33014

RE: 2019-20 General Hauler Permit Approval and Decals

Dear Mr. Piccinonna:

Thank you for your recent General Hauler Permit application. **Great Waste and Recycling Services, LLC** (Permit **#16093**) has been approved through **June 31, 2020** to transport solid waste in Miami-Dade County.

Enclosed you will find (**26**) decals, **(GH20-0916:0941)** for the vehicles approved under this permit account to transport solid waste in Miami-Dade County under this permit account.

Each decals should be permanently affixed on the inside windshield of the vehicles. Any vehicles observed transporting without a decal permanently affixed to the windshield are considered to be in violation as prescribed in Chapter 15-17 of the Code of Miami-Dade County.

Please note that the Department of Solid Waste Management (DSWM) has the authority at any time, to request an accounting of the following.

- A summary of the number of tons of solid waste collected quarterly based on schedule service, as of the reporting date.
- A summary of the number of tons of recyclable material collected and marketed quarterly, on a schedule and format prescribed by the department.

You are advised to maintain accurate records in the event such a request is made. It is also recommended that you keep this document on file as proof of your General Hauler Permit approval

In addition, General Haulers with solid waste accounts in unincorporated Miami-Dade County must report and pay on a monthly basis, a disposal facility fee on all accounts except recycling pickup or non-reoccurring C & D pickups.

Should you require additional information specific to your permit, contact the Permit Section at 305-514-6610. If you need assistance with the requirements of the Disposal Facility Fee, contact Xavier Peresrego at 305-514-6763.

Sincerely,

Michelle J. Jackson
Special Projects Administrator 2
Code Enforcement Division

Schedule of Approved Vehicles
Great Waste and Recycling Services, LLC
FOR THE PERIOD OF **May 2019 through June 2020**

26 Approved Vehicles
Decal Numbers: **GH20-0916** through **GH20-0941**

	Tag	Year	Make / Model	Vehicle Type	Decal Number
1.	P9586A	2016	Mack/GU813	LDFL Vehicle	GH20-0916
2.	P9587A	2012	Volvo/VHD	LDFL Vehicle	GH20-0917
3.	N9694W	2016	Mack/GU813	LDFL Vehicle	GH20-0918
4.	N2735Z	2006	Volvo/VHD	LDFL Vehicle	GH20-0919
5.	P9589A	2015	Mack/GU813	LDFL Vehicle	GH20-0920
6.	P9590A	2015	Mack/GU813	LDFL Vehicle	GH20-0921
7.	P9591A	2017	Mack/GU813	LDFL Vehicle	GH20-0922
8.	P9592A	2018	Mack/GU813	LDFL Vehicle	GH20-0923
9.	P3274B	2019	Mack/GU813	LDFL Vehicle	GH20-0924
10.	P9446A	2019	Mack/GU813	LDFL Vehicle	GH20-0925
11.	N4195Z	2003	Volvo/VHD	LDFL Vehicle	GH20-0926
12.	P9595A	2013	Volvo/VHD	LDFL Vehicle	GH20-0927
13.	N2737Z	1995	Freightliner/Century	LDFL Vehicle	GH20-0928
14.	P9593A	2001	Mack/MR688S	LDFL Vehicle	GH20-0929
15.	N2156U	2005	Mack/MR688S	LDFL Vehicle	GH20-0930
16.	N7332V	2015	Mack/MRU613	LDFL Vehicle	GH20-0931
17.	N9452V	2015	Mack/MRU613	LDFL Vehicle	GH20-0932
18.	N5053X	2016	Mack/MRU613	LDFL Vehicle	GH20-0933
19.	N9910X	2016	Mack/MRU613	LDFL Vehicle	GH20-0934
20.	N6724Y	2017	Mack/MRU613	LDFL Vehicle	GH20-0935
21.	N6723Y	2016	Mack/MRU613	LDFL Vehicle	GH20-0936
22.	N0559Z	2016	Mack/MRU613	LDFL Vehicle	GH20-0937
23.	N4185Z	2018	Mack/MRU613	LDFL Vehicle	GH20-0938
24.	P644B	2018	Mack/MRU613	LDFL Vehicle	GH20-0939
25.	P8664B	2019	Mack/MRU613	LDFL Vehicle	GH20-0940
26.	N4195Z	2019	Mack/MRU613	LDFL Vehicle	GH20-0941

Solid Waste Management
2525 NW 62nd Street • 5100
Miami, Florida 33147
T 305-514-6666

miamidade.gov

May 24, 2019

Mr. Carlo Piccinonna, Manager
Great Waste and Recycling Services, LLC
6710 Main Street, Ste. 237
Miami Lakes, FL 33014

RE: 2019-20 Waste Tire Generator/Hauler Service Permit Approval

Dear Mr. Piccinonna:

Thank you for your recent permit application. **Great Waste and Recycling Services, LLC** (Permit **#22492)** has been approved by the Department of Solid Waste Management (DSWM) to operate as a waste tire hauler and waste tire generator through **June 31, 2020.**

Enclosed you will find:

- (1) Decal: **#TG20-0395** for the waste tire generator sites located at **3051 NW 129th Street**.
- (13) Decals: **#TH20-0199:0211** for the **vehicles** permitted to transport waste tires in Miami-Dade County.

Waste Tire Generator (TG) decals must be displayed in an area visible to the public and to County Enforcement staff. Waste Tire Hauler (TH) decals must be permanently affixed to the inside windshield of every vehicle approved to transport waste tires within Miami-Dade County. Permittees not displaying the decals as instructed are subject to violations as prescribed by the Code of Miami-Dade County.

Please note that the DSWM has the authority at any time, to request an accounting of the following:

- The number of new, used and recapped tires received from suppliers
- The number of new, used and recapped tires transferred to others

You are advised to maintain accurate records in the event such a request is made. It is also recommended that you keep this document on file as proof of your Waste Tire Generator/Hauler Permit approval.

Should you require additional information, contact the Permit Section at 305-514-6610.

Sincerely,

Michelle J. Jackson
Special Projects Administrator 2
Code Enforcement Division

Schedule of Approved Vehicles
Great Waste and Recycling Services, LLC
FOR THE PERIOD OF **May 2019 through June 2020**

13 Approved Vehicles
Decal Numbers: **TH20-0199** through **TH20-0211**

Tag	Year	Make / Model	Vehicle Type	Decal Number
1. P9586A	2016	Mack/GU813	LDFL Vehicle	TH20-0199
2. P9587A	2012	Volvo/VHD	LDFL Vehicle	TH20-0200
3. N9694W	2016	Mack/GU813	LDFL Vehicle	TH20-0201
4. N2735Z	2006	Volvo/VHD	LDFL Vehicle	TH20-0202
5. P9589A	2015	Mack/GU813	LDFL Vehicle	TH20-0203
6. P9590A	2015	Mack/GU813	LDFL Vehicle	TH20-0204
7. P9591A	2017	Mack/GU813	LDFL Vehicle	TH20-0205
8. P9592A	2018	Mack/GU813	LDFL Vehicle	TH20-0206
9. P3274B	2019	Mack/GU813	LDFL Vehicle	TH20-0207
10. P9446A	2019	Mack/GU813	LDFL Vehicle	TH20-0208
11. N4195Z	2003	Volvo/VHD	LDFL Vehicle	TH20-0209
12. P9595A	2013	Volvo/VHD	LDFL Vehicle	TH20-0210
13. N2737Z	1995	Freightliner/Century	LDFL Vehicle	TH20-0211

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
GREAT WASTE AND RECYCLING SERVICES LLC

Filing Information

Document Number	L11000066819
FEI/EIN Number	45-2479744
Date Filed	06/08/2011
State	FL
Status	ACTIVE

Principal Address

6710 Main Street
#237
Miami Lakes, FL 33014

Changed: 04/09/2018

Mailing Address

6710 Main Street
#237
Miami Lakes, FL 33014

Changed: 04/09/2018

Registered Agent Name & Address

HOOPER, LARRY K
7181 COLLEGE PARK WAY
SUITE 14
FT MEYERS, FL 33907

Address Changed: 05/27/2016

Authorized Person(s) Detail

Name & Address

Title MGRM

PICCINONNA, CARLO
12330 SW 2 STREET
PLANTATION, FL 33325

Annual Reports

Report Year	Filed Date
2016	05/27/2016
2017	03/17/2017
2018	04/09/2018

Document Images

04/09/2018 -- ANNUAL REPORT	View image in PDF format
03/17/2017 -- ANNUAL REPORT	View image in PDF format
05/27/2016 -- ANNUAL REPORT	View image in PDF format
02/02/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
03/26/2013 -- ANNUAL REPORT	View image in PDF format
02/07/2012 -- ANNUAL REPORT	View image in PDF format
06/08/2011 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Great Waste & Recycling Service LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6710 Main Street Suite 237

Requester's name and address (optional)

6 City, state, and ZIP code
Miami Lakes, FL 33014

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
4 5 – 2 4 7 9 7 4 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/28/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MIAMI LAKES
Growing Beautifully

FORM CRL - Client Reference Letter

To Whom It May Concern,

Subject: Reference Letter for ITB 2019-32 Refuse and Recycling Services

Name of Bidder: GREAT WASTE AND RECYCLING SERVICES LLC.

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

Name of Public Entity: MIAMI-DADE COUNTY PUBLIC SCHOOLS

Name of Project: COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL

Scope of Work: PROVIDE DAILY SOLID WASTE COLLECTION FOR 180 INSTITUTIONS

Initial Value of Contract: $ 1,700,000/yr Is contract still active? [X] Yes [ ] No

Final Contract Value: $ 1,700,000/yr.

Was the work performed timely: [X] Yes [ ] No

Was the work performed to acceptable quality standards? [X] Yes [ ] No

Were the number of RFIs submitted reasonable for the scope of the project(s)? [ ] Yes [X] No NA

Number of Change Orders: NA Were any Contractor driven? [ ] Yes [X] No

Would you enter into a contract with the Contractor in the future? [X] Yes [ ] No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

ASSUMING RFI = REQUEST FOR INFORMATION, NO RFI'S WERE SUBMITTED. THE SOLID WASTE CONTRACT WAS AWARDED BASED ON LOW BID AND QUALITY OF SERVICE. - IT WAS NOT CONTRACTOR DRIVEN.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: MIAMI-DADE COUNTY PUBLIC SCHOOLS

Name of Individual completing this form: ALFREDO SARDIÑAS Date: 7/30/19

Signature: [signature] Title: DIRECTOR, ENERGY COSTS

Telephone: 305-995-1550 E-mail: energy@dadeschools.net

Sincerely,

Nathalie Garcia

Procurement Manager

Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board
Perla Tabares Hantman, Chair
Dr. Martin Karp, Vice Chair
Dr. Dorothy Bendross-Mindingall
Susie V. Castillo
Dr. Lawrence S. Feldman
Dr. Steve Gallon III
Lubby Navarro
Dr. Marta Pérez
Mari Tere Rojas

January 22, 2019

Letter of Recommendation for Mr. Carlo Piccinonna and Great Waste

To Whom It May Concern:

I have known Mr. Carlo Piccinonna since April 2008 when he assumed the leadership of Choice Environmental Services to manage operations during the period of contract (July 2005 — June 2010) with Miami-Dade County Public Schools for providing recycling and solid waste services to over 350 schools and facilities. And now under our present contract with Great Waste providing daily solid waste services to over 180 locations.

As with the old contract and with the present contract, Mr. Piccinonna has always strived to provide the best service possible as enforced by the fact that my office has not received one complaint about service since Great Waste started in January 2017. Also, after Hurricane Irma last year, Great Waste was instrumental in our overall effort to restore our schools to normalcy in providing expedient service beyond measure.

In my 30 years of overseeing the solid waste services contracts for Miami-Dade County Public Schools I have interacted with some of the top 5 waste companies in America and none of them can compare with the leadership and level of service that Mr. Piccinonna and Great Waste are providing now.

I am confident that Mr. Piccinonna and Great Waste will meet and exceed any requirement.

If you require additional information, please do not hesitate to contact me.

Sincerely,

Alfredo Sardiñas
Director II, Energy Cost
Miami-Dade County Public Schools
305-995-1550
energy@dadeschools.net

MIAMI LAKES
Growing Beautifully

FORM CRL - Client Reference Letter

To Whom It May Concern,

Subject: Reference Letter for ITB 2019-32 Refuse and Recycling Services

Name of Bidder: Great Waste and Recycling Services LLC

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

Name of Public Entity: City of Doral

Name of Project: waste and recycling services

Scope of Work: Remove waste and recycling from City facilities

Initial Value of Contract: $ Approx 27,000.00 annually Is contract still active? ☒ Yes ☐ No

Final Contract Value: $ " "

Was the work performed timely: ☒ Yes ☐ No

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

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☐ Yes ☐ No N/A

Number of Change Orders: Ø Were any Contractor driven? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☒ Yes ☐ No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: City of Doral

Name of individual completing this form: Michael Festa Date: 8/9/2019

Signature: Michael Festa Title: Parks Operations Administrator

Telephone: 305-593-6600 E-mail: Michael.Festa@cityofdoral.com

Sincerely,

Nathalie Garcia

Procurement Manager

MIAMI LAKES
Growing Beautifully

FORM CRL - Client Reference Letter

To Whom It May Concern,

Subject: Reference Letter for ITB 2019-32 Refuse and Recycling Services

Name of Bidder: GREAT WASTE AND RECYCLING SERVICES LLC.

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

Name of Public Entity: MIAMI-DADE COUNTY

Name of Project: GARBAGE COLLECTION AND DISPOSAL ITB: 6938-2/22

Scope of Work: GARBAGE COLLECTION AND DISPOSAL INTERNAL SERVICES DEPARTMENT

Initial Value of Contract: $14,136,000 Is contract still active? ☑ Yes ☐ No

Final Contract Value: $19,220,688

Was the work performed timely: ☑ Yes ☐ No

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

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☐ Yes ☐ No

Number of Change Orders: 1 Were any Contractor driven? ☐ Yes ☑ No

Would you enter into a contract with the Contractor in the future? ☑ Yes ☐ No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

PHCD has an allocation of $1,786,048.34; total value of the contract 19,220,688.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: Miami-Dade County

Name of Individual completing this form: Indira Rajkumar Date: 7/20/19

Signature: [signature] Title: PHCD Procurement Cont. Mgr.

Telephone: 786.469.4164 E-mail: indi@miamidade.gov

Sincerely,

Nathalie Garcia

Procurement Manager

MIAMI LAKES
Growing Beautifully

FORM CRL - Client Reference Letter

To Whom It May Concern,

Subject: Reference Letter for ITB 2019-32 Refuse and Recycling Services

Name of Bidder: GREAT WASTE AND RECYCLING SERVICES LLC.

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

Name of Public Entity: MIAMI-DADE COUNTY

Name of Project: GARBAGE COLLECTION AND DISPOSAL ITB: 6938-2/22

Scope of Work: GARBAGE COLLECTION AND DISPOSAL INTERNAL SERVICES DEPARTMENT

Initial Value of Contract: $14,136,000 Is contract still active? ☑ Yes ☐ No

Final Contract Value: $ 19,220,688

Was the work performed timely: ☑ Yes ☐ No

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

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☐ Yes ☐ No

Number of Change Orders: 1 Were any Contractor driven? ☐ Yes ☑ No

Would you enter into a contract with the Contractor in the future? ☑ Yes ☐ No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

PHCD has an allocation of $1,786,048.34; total value of the contract 19,220,688.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: Miami-Dade County

Name of Individual completing this form: Indira Rajkumar Date: 7/30/19

Signature: [signature] Title: PHCD Procurement Cont. Mgr.

Telephone: 786.469.4164 E-mail: indi@miamidade.gov

Sincerely,

Nathalie Garcia

Procurement Manager

From: Rajkumar-Futch, Indira (PHCD) <Indira.Rajkumar-Futch@miamidade.gov>
Sent: Friday, June 28, 2019 10:27 AM
To: Willie <willie@great-waste.com>
Subject: RE: Quick Performance Overview "Great Waste and Recycling Services LLC." ISD-6938 2/22

Good morning Willie,

At your request, please see below:

Public Housing and Community Development (PHCD) has Great Waste and Recycling Services as one of our service providers for Garbage Collection. The Great Waste has provided services for PHCD over the past three (3) years. To date, PHCD hasn't had any Vendor Non-performances with Great Waste and has had a great working relationship. When requested of the vendor to add or remove containers, the vendor complies without hesitation.

PHCD looks forward to continuing our working relationship with Great Waste.

Regards,

Indira Rajkumar-Futch, PHCD Procurement Contracting Manager
Miami Dade Public Housing & Community Development
701 NW 1st Court, 16th Floor | Miami, FL 33136
PH: 786-469-4164 | FAX: 786-469-4151
Email: indi@miamidade.gov

"Delivering Excellence"
www.miamidade.gov

Great Waste and Recycling Services LLC.

MIAMI LAKES
Growing Beautifully

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: ITB-2019-32

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

Addendum No. #1 Dated: 8/9/2019
Addendum No. #2 Dated: 8/9/2019
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: GREAT WASTE AND RECYCLING SERVICES LLC.

Authorized Representative's Name: CARLO PIDDINONNA

Title: MGRM

Authorized Signature: _____

Great Waste and Recycling Services LLC.

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of GREAT WASTE AND RECYCLING SERVICES LLC., a corporation organized and existing under the laws of the State of FLORIDA, held on the 8 day of 06, 2011, a resolution was duly passed and adopted authorizing (Name) CARLO PICCINONNA as (Title) MGRM 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 9, day of August, 2019

Secretary: _____ Print: Carlo Piccinonna

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of N/A, a partnership organized and existing under the laws of the State of _____, held on the ___day of _____, _____, a resolution was duly passed and adopted authorizing (Name)_____as (Title)_____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, 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: _____

Great Waste and Recycling Services LLC.

CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)

I HEREBY CERTIFY that, I (Name)_____N/A_____, individually and doing business as (d/b/a)

_____(If Applicable) have executed and am bound by the terms of the

Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

Print: _____

NOTARIZATION

STATE OF Florida)

) SS:

COUNTY OF Miami - Dade)

The foregoing instrument was acknowledged before me this 9 day of August, 2019, by Carlo Racinonna, who is personally known to me or who has produced _____ as identification and who (☑ did / ☐ did not) take an oath.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

Jennifer Melendez
PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

JENNIFER A MELENDEZ
MY COMMISSION # GG034417
EXPIRES September 28, 2020

Great Waste and Recycling Services LLC.

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 CARLO PICCINONNA, MGRM
[print individual's name and title]

for GREAT WASTE AND RECYCLING SERVICES LLC.
[print name of entity submitting sworn statement]

whose business address is

6710 MAIN STREET SUITE 237
MIAMI LAKES FLORIDA 33014

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-2479744

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

signing this sworn statement: N/A)

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 Carlo Piccinonna 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 Carlo Piccinonna executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 9 day of August, 2019.

My Commission Expires:

Notary Public State of Florida at Large

JENNIFER A MELENDEZ
MY COMMISSION # GG034417
EXPIRES September 28, 2020

Great Waste and Recycling Services LLC.

NON-COLLUSIVE AFFIDAVIT

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

CARLO PICCINONNA being first duly sworn, deposes and says that:

a) He/she is the M.G.R.M, (Owner, Partner, Officer, Representative or Agent) of GREAT WASTE AND RECYCLING SERVICES 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:

Witness

Witness

By:

CARLO PICCINONNA
(Printed Name)

MGRM
(Title)

BEFORE ME, the undersigned authority, personally appeared Carlo Piccinonna 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 Carlo Piccinonna executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 9 day of August, 2019.

My Commission Expires: 9/28/20

Notary Public State of Florida at Large

JENNIFER A MELENDEZ
MY COMMISSION # GG034417
EXPIRES September 28, 2020

Form NCA

Great Waste and Recycling Services LLC.

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 GREAT WASTE AND RECYCLING SERVICES LLC. or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: MGRM

BEFORE ME, the undersigned authority, personally appeared Carlo Riccinonna 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 Carlo Riccinonna executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 9 day of August, 2019

My Commission Expires: 9/28/20

_____
Notary Public State of Florida at Large

JENNIFER A MELENDEZ
MY COMMISSION # GG034417
EXPIRES September 28, 2020

Form AK

Great Waste and Recycling Services LLC.

CONFLICT OF INTEREST AFFIDAVIT

State of FLORIDA }
} SS:
County of MIAMI-DADE

CARLO PICCINONNA being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of GREAT WASTE AND RECYCLING SERVICES 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 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

By: _____

CARLO PICCINONNA
(Printed Name)

MGRM
(Title)

BEFORE ME, the undersigned authority, personally appeared Carlo Piccinonna 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 Carlo Piccinonna executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 9 day of August, 2019.

My Commission Expires:

Notary Public State of Florida at Large

JENNIFER A MELENDEZ
MY COMMISSION # GG034417
EXPIRES September 28, 2020

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;
2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.

(c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: GREAT WASTE AND RECYCLING SERVICES LLC

Authorized representative (print): CARLO PIETINONNA, MGRM

Authorized representative (signature): _____ Date: 8/9/19

Great Waste and Recycling Services LLC.

MIAMI LAKES

Growing Beautifully

PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: GREAT WASTE AND RECYCLING SERVICES LLC. Solicitation No.: ITB.2019-32

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.

NONE

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.

NONE

Last name First name Relationship

Last name First name Relationship

Last name First name Relationship

Authorized Signature

08/09/19

Date:

CARLO PIDDINONNA

Print Name

MGRM

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:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

GREAT WASTE AND RECYCLING SERVICES LLC. 08/09/19

Company Name: Date

Authorized Signature:

CARLO PICCINONNA

Printed Name and Title

Great Waste and Recycling Services LLC.

E-VERIFY COMPLIANCE CERTIFICATION

In accordance with County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the Town upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

COMPANY: GREAT WASTE AND RECYCLING SERVICES LLC.

ADDRESS: 6710 MAIN STREET SUITE 237 MIAMI LAKES FLORIDA 33014

NAME: CARLO RICCINONNA TITLE: M.G.R.M.

E-MAIL: CARLO@GREAT-WASTE.COM PHONE: (954) 496-3540

SIGNATURE: DATE: 08/09/19

Great Waste and Recycling Services LLC.

MIAMI LAKES
Growing Beautifully

LEASED EMPLOYEE AFFIDAVIT

Solicitation Title: ITB No. 2019-32

Solicitation Number: Refuse and Recycling Services for Town Facilities

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: Southeast Personnel Leasing, Inc.

Workers' Compensation Carrier: Lion Insurance Company

A.M. Best Rating of Carrier: AMB#12616 A.M. Best Company Rated A (Excellent)

Inception Date of Leasing Arrangement: 9/12/2011

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: Great Waste and Recycling Services LLC.

Signature of Owner/Officer: _____

Title: MGRM Date: 08/09/19

Great Waste and Recycling Services LLC.

MIAMI LAKES
Growing Beautifully

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
DRIVERS	25
HELPERS	4
MECHANICS	8

POLITICAL ACTIVITY AFFIDAVIT

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

CARLO PICCINONNA being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of GREAT WASTE AND RECYCLING SERVICES LLC. 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 Work or Services on behalf of the Town of Miami Lakes ("Town") that the owner, employees or any representatives of the Proposer **will not** 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 in-kind 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 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 of:

_____ By: _____

Witness

_____

Witness

CARLO PICCIONONNA

(Printed Name)

MGRM

(Title)

BEFORE ME, the undersigned authority, personally appeared Carlo Piccionnna 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 Carlo Piccionna executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 9 day of August, 2019

My Commission Expires: 9/28/20.

_____

Notary Public State of Florida at Large

JENNIFER A MELENDEZ
MY COMMISSION # GG034417
EXPIRES September 28, 2020

MIAMI LAKES
Growing Beautifully

ITB 2019-32
Refuse and Recycling Services
Addendum #1
Due Date: 3:00 PM, August 15, 2019

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

Clarifications

1. This addendum is issued, in part, to provide the current vendor's most recent invoice to provide the current rates at which they are billing the Town, attached hereto and provided as a separate attachment.
2. The Bid Sheets from 2014-07 Refuse and Recycling Services for Town Facilities are attach hereto and provided as a separate attachment.
3. Section D2, Services Per Location, of the ITB, is hereby amended as follows:

Location	Address	Size of Dumpster	Quantity	Pulls per Week
Government Center	6601 Main Street	2 Cubic yards	2	2
Royal Oaks Park	16500 NW 87th Avenue	8 cubic yards 2 cubic yards	2 1	6
Miami Lakes Optimist Park	6411 NW 162nd Street	8 cubic yards	2	6
Miami Lakes Picnic Park West	15151 NW 82nd Avenue	8 cubic yards	2	5
Youth Center	6075 Miami Lakes Drive	8 cubic yards	2	2

4. Section E. Bid Form is hereby revoked and replaced with Section E. Bid Form 1, attached hereto and provided as a separate attachment.
5.

Questions:

1. Who is the current service provider?

   Response: The current service provider is Progressive Waste Solutions of FL, Inc.

2. Are the service days for recycling the same as the solid waste container?

   Response: Yes.

MIAMI LAKES
Growing Beautifully

Acknowledgement:

Carlo Piccionnna
Name of Signatory

MGRM
Title

08/09/19
Date

Signature

Great Waste and Recycling Services LLC
Name of Bidder

MIAMI LAKES
Growing Beautifully

ITB 2019-32
Refuse and Recycling Services
Addendum #2
Due Date: 3:00 PM, August 15, 2019

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

Clarifications

1. This addendum is issued, in part, to omit Section F. Attachments, Form CQQ – Company Qualifications Questionnaire, #14, of the ITB.

Questions:

1. Should a franchise fee be added to the total monthly amount on the Bid Form?

   Response: No.

Acknowledgement:

CARLO PICCIONNA
Name of Signatory

MGRM
Title

08/09/19
Date

Signature

GREAT WASTE AND RECYCLING SERVICES LLC.
Name of Bidder

About Us

Great Waste is a family owned and operated full service waste and recycling company, providing services to Miami-Dade and Broward Counties. The Principals of Great Waste have been servicing South Florida since 1977 and have over 150 years combined experience in the waste industry. Great Waste provides "Same Day Service" and you will always speak to a live member.

FACEBOOK.COM/GREATWASTESERVICE

INSTAGRAM.COM/GREAT_WASTE

@GREATWASTE

GREAT WASTE
Great Waste and Recycling Service LLC

Services

Roll Off Services

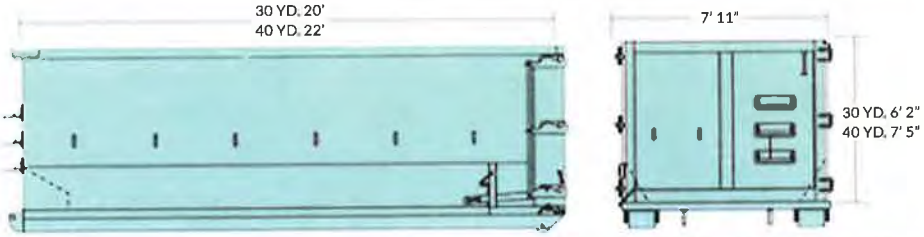
Over the past 6 years Great Waste has become the leading privately owned and operated hauler in South Florida, with over 150 combined years of experience and business in the tri-county area the principals and personnel of Great Waste will be able to handle all your needs. If you are looking for boutique service, quick turnaround process on containers as well as specialized service Great Waste is the company for you. Container sizes range from 10yd - 40yd

Commercial Services

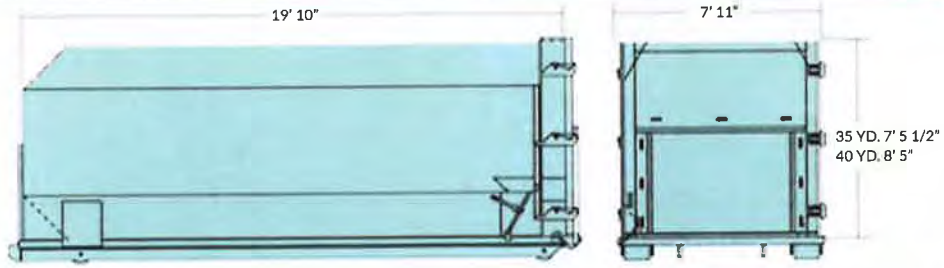
Great Waste specializes in Commercial Waste Removal programs.
Whether a small office, Shopping Plaza, Restaurant, Gas Station or Office Condominium we can provide the most efficient and customized service.We will provide you with new equipment, monitor your waste service and spray containers to maintain their appearance. Containers sizes range from 1yd- 8yd

Roll Off Containers

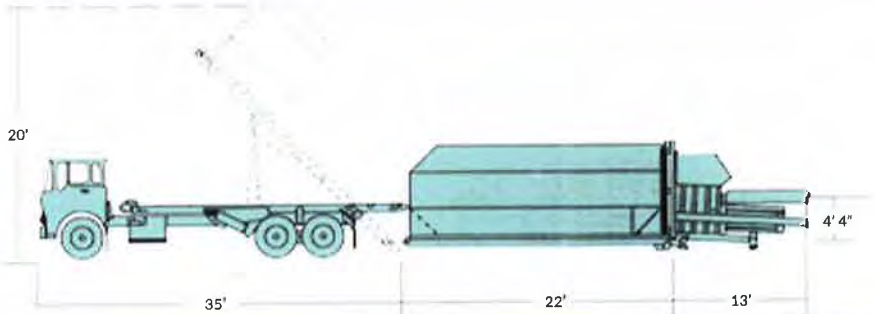
20 YARD OPEN TOP



30 & 40 YARD OPEN TOP



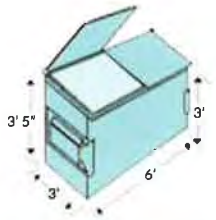
35 & 40 YARD COMPACTORS



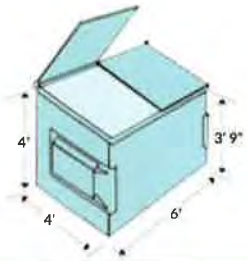
ROLL OFF VEHICLE CONFIGURATION

Note: Approximate specifications subject to change.

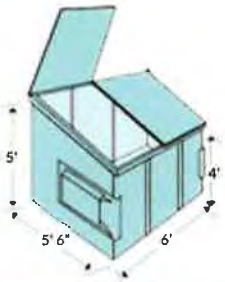
Commercial Containers



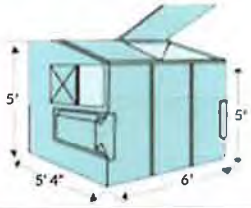
2 YARD



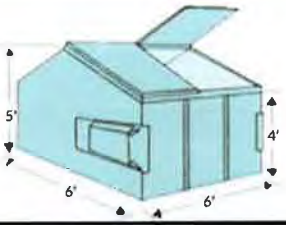
3 YARD



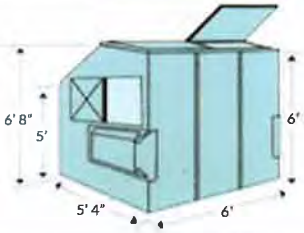
4 YARD



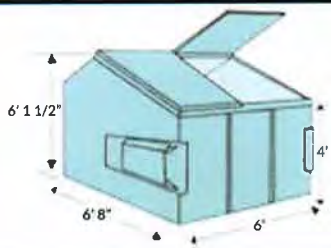
6 YARD



6 YARD SLANT



8 YARD



8 YARD SLANT

COLLECTION VEHICLE CONFIGURATION

Note: Approximate specifications subject to change.

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Award of a Contract for Miscellaneous Drainage and Roadway Services ITB No. 2020-04**

Date: **December 10, 2019**

Recommendation:

It is recommended that the Town Manager award contracts to National Concrete and Paving, LLC ("National Concrete"), the lowest responsive and responsible bidder, to act as the primary contractor, and GPE Engineering & General Contractor Corp ("GPE"), the second lowest responsive bidder, to act as the secondary contractor in the event National Concrete is non-responsive or unable to perform for ITB 2020-04, Miscellaneous Drainage and Roadway Services in amounts not to exceed budgeted funds. This contract will be for an initial term of three (3) years with two (2) one-year options to renew.

Background

The Town issued ITB 2020-04 for Miscellaneous Drainage and Roadway Services on Friday, October 18, 2019. The ITB was advertised in the Miami Daily Business Review, posted to DemandStar, Public Purchase, and posted in the Government Center Lobby.

To qualify for award, prospective Bidders were required to:

1. Possess a minimum of five (5) years of experience performing miscellaneous roadway and/or drainage projects;
2. Have completed at least five (5) projects of similar size, scope and complexity performed within the last three (3) years;
3. Possess a valid General Contractor or General Engineering Contractor license from the State of Florida, a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contractor;
4. Must self-perform thirty percent (30%) of multiple trade work; and
5. Provide at least three (3) verifiable client references.

On the date of the bid opening, November 15, 2019, we received seven (7) bids from the following Bidders:

1. Florida Blacktop, Inc. - $701,472.69
2. GPE Engineering & General Contractor Corp ("GPE")- $429,906.10
3. M&M Asphalt Maintenance, Inc. ("M&M")- $1,648,478.48
4. Maestre Construction, Inc. ("Maestre")- $774,896.40
5. Metro Express, Inc. ("Metro")- $541,640
6. National Concrete and Paving, LLC ("National Concrete")- $399,955.50
7. Southeastern Engineering Contractors, Inc. ("Southeastern") - $563,049.50

Procurement performed a due diligence review of the bids for responsiveness and found that both National Concrete and GPE met all the minimum requirements within the solicitation. Both submittals were complete and included all the necessary supporting documentation. Furthermore, the submittals met the minimum qualifications and Procurement did not find any significant issues had come up in their past performance that would indicate National Concrete or GPE was incapable of performing the Work.

National Concrete and GPE have been in business for five (5) years and 40 years respectively, provided three (3) positive client references and five (5) projects of similar size, scope and complexity within the last five (5) years, and are both able to self-perform at least thirty percent (30%) of the Work. Based on my review of the bid submittals, Procurement recommends awarding contracts to National Concrete to act as the primary contract. and GPE to act as the secondary contract.

☐ Concur

☐ Reject

_____

Edward Pidermann, Town Manager

RESOLUTION NO. 19-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF CONTRACTS FOR ITB 2020-04, MISCELLANEOUS DRAINAGE AND ROADWAY SERVICES ON AN AS-NEEDED BASIS TO NATIONAL CONCRETE AND PAVING LLC AS THE PRIMARY CONTRACTOR AND GPE ENGINEERING AND GENERAL CONTRACTOR CORP AS THE SECONDARY CONTRACTOR 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 Invitation to Bid ("ITB") 2020-04 for Miscellaneous Drainage and Roadway Services; and

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

WHEREAS, the Town received seven (7) Bids by the bid deadline from: (1) Florida Blacktop, Inc.; (2) GPE Engineering & General Contractor Corp. ("GPE"); (3) M&M Asphalt Maintenance, Inc.; (4) Maestre Construction, Inc.; (5) Metro Express, Inc.; (6) National Concrete and Paving, LLC ("National"); and (7) Southeastern Engineering Contractors, Inc.; and

WHEREAS, the Town's Procurement Department performed a due diligence review of the proposals for responsiveness and found that the two (2) lowest bids were responsive; and

WHEREAS, Procurement recommended awarded contracts to National as the primary contractor, and GPE as the secondary contractor in the event National is non-responsive or otherwise unable to perform ITB 2020-04 for an initial term of three (3) years with two (2) one year options to renew; and

WHEREAS, the Town Manager concurs with Procurement's recommendation and recommends the Town Council authorize the award of contracts to National and GPE provided budgeted funds are available; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into contracts with National as the primary contractor and GPE as the secondary in amounts not to exceed budgeted funds.

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

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

Section 2. Approval of the Contract. The Town Council hereby approves the award of contract to National Concrete as the primary and GPE as the secondary in substantially the form attached hereto as Exhibit "**A**" for Miscellaneous Drainage and Roadway Services in an amount not to exceed budgeted funds (hereinafter referred to as "Contract").

Section 3. Authorization of Town Officials. The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

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

Section 5. Execution of the Contract. The Town Manager is authorized to execute Contracts with National Concrete and GPE in an amount not to exceed budgeted funds and to execute any extension and/or amendments to the Contract, subject to approval as to form and legality by the Town Attorney.

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

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2019.

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

Mayor Manny Cid _____

Vice Mayor Nelson Rodriguez _____

Councilmember Carlos Alvarez _____

Councilmember Luis Collazo _____

Councilmember Joshua Dieguez _____

Councilmember Jeffrey Rodriguez _____

Councilmember Marilyn Ruano _____

_____
Manny Cid
MAYOR

Attest:

_____
Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

_____
Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and
National Concrete and Paving, LLC (primary) and
GPE Engineering and General Contractor Corp (secondary)
for
Miscellaneous Drainage and Roadway Services, ITB 2020-04

INVITATION TO BID

MISCELLANEOUS ROADWAY AND DRAINAGE SERVICES

ITB No. 2020-04

The Town of Miami Lakes Council:

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

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	Friday, October 18, 2019
Non-Mandatory Pre-Bid Conference	Tuesday, 10:00 AM, October 29, 2019
Bids Due	11:00 AM EST, November 15, 2019

Miscellaneous Roadway and Drainage Services

ITB 2020-04

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SECTION A. NOTICE TO BIDDERS

ITB Name:	Miscellaneous Roadway and Drainage Services
ITB No.:	2020-04
Non-Mandatory Pre-Bid Conference:	10:00 AM EST, Tuesday, October 29, 2019
Bids Due:	11:00 AM EST, Friday, November 15, 2019

Solicitation Overview:

The Scope of Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the repair and maintenance, on an as-needed basis, for various types of horizontal construction, including but not limited to: paving, milling, resurfacing, drainage, sidewalks, curbs and gutters. The Work will predominately involve multiple trades.

This Solicitation is for Projects that have an estimated construction cost for Work Orders will typically range up to $25,000. The Town anticipated value for the initial year of the Contract will be approximately $200,000. The Town anticipates maintaining the same levels of funding for the 2nd & 3rd years, which would result in an anticipated value of $600,000 during the initial three (3) year contract term.

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 must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00 AM on November 15, 2019,** at which time the Bids will be opened**.**

A Non-Mandatory, Pre-Bid Conference is scheduled for 10:00 AM, October 29, 2019, at Town Hall Community Conference Room. 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

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 http://www.miamilakes-fl.gov/, under Current Solicitations on the Procurement Department page, on Public Purchase at www.publicpurchase.com, or on DemandStar's website at www.demandstar.com. 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 minimum of five (5) years of experience performing miscellaneous roadway and/or drainage projects;
2. Must have completed at least five (5) projects of similar size, scope and complexity performed within the last three (3) years;
3. Possess a valid General Contractor or General Engineering Contractor license from the State of Florida, a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contract;
4. Must self-perform thirty percent (30%) of multiple trade work; and
5. Provide at least three (3) verifiable client references.

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 blue ink by an officer or employee having authority to bind the

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

(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. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions 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 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 33016 at 10:00 AM, on Tuesday, October 29, 2019.

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 submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, 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 http://www.miamilakes-fl.gov.

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 http://www.miamilakes-fl.gov.

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 found in Section H, together with the acceptable bonds as required in Section B2.20, Performance & Payment Bonds, below.

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 $100,000. 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 Section, each submit a response to an ITB~~,~~ such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

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

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

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

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

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

B3.04 PUBLIC RECORDS AFFIDAVIT

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

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

B3.05 PUBLIC ENTITY CRIMES ACT

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

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 Section 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 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.

C1.22 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.

C1.23 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.

C1.24 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).

C1.25 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.

C1.26 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.

C1.27 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.

C1.28 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 Section. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
cobiellal@miamilakes-fl.gov

For Contractor:

Fausto Padro
President
National Concrete and Paving, LLC.
15850 SW 170th Ave
Miami, FL 33187
fausto@nationalconcretepaving.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.

(1st) 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 clerk@miamilakes-fl.gov.

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

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 Section 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 Section C4.05.

Failure of Contractor to comply with Section 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 Sections 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 Section C1.26 within the timeframe established in Section 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 Section.

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 Section. 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 Section C4.03, and Section 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 Section 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 Section C5.03, Termination for Convenience.

If a Stop Work Order issued under this Section 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 Section 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 furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the repair, maintenance, roadways, drainage, sidewalks, curbs and gutters on an as-needed basis. The Work includes, but is not limited to; paving, milling, resurfacing, drainage, striping, asphalt patching, concrete sidewalks, curbs and gutters repairs, installation, and replacement. Work Orders may include more than one of these components of Work.

D2 LINE ITEM QUANITITES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible Bidders and only represent the Town's requirements for the first year of the Contract. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. As stated in Section B2.12, where the Town has determined that a Bidder has submitted an unbalanced Bid, said Bid will be rejected as non-responsive.

D3 WORK ORDERS

Work will be issued on an as needed basis through the issuance of Work Orders, which may contain multiple sites. The minimum value of any Work Order issued will be five thousand dollars ($5,000), utilizing the unit prices based on those stated in the Bid Form.

The Town will issue each Work Order in such a way that the work locations are grouped by vicinity and within a single 3000-feet radius area to minimize contractor mobilization time.

D4 ADDITIONAL LINE ITEM QUANITITES

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.

D5 CONTRACT TERM/ESTIMATED EXPENDITURE

This Agreement will be effective upon execution by both parties and will continue for a term of three (3) years from the date of execution by the Town or until the Contract value has been expended. No Work is to commence until a Work Order is issued.

D6 OPTION(S) TO RENEW

Prior to or upon completion of the initial term of the Contract or the expenditure of the total value of the contract award, the Town, at its sole discretion, will have an option to renew the Contract upon the same terms and conditions for two (2) additional one (1) year periods (the "Option" or "OTR"). The Town may at its sole discretion, exercise the Option to renew when the total value of the Contract for the initial term or Option year has been fully expended. Any Option will be effective upon receipt of a written notice from the Town Manager or Procurement Manager to the Contractor. The Town may, at its sole discretion may allow for price increases during the Option years due to extraordinary changes in market conditions and market pricing.

D7 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50.

Any Work to be performed outside these hours will require the prior written approval of the Project Manager. A Work Order may establish different working hours than those stated herein.

D8 COMPENSATION

Contractor can submit an invoice for payment for Work performed under a Work Order upon completion and acceptance of all of the Work by the Project Manager. Contractor may include more than one Work Order on the invoice form.

Contractor must use the Town's Standard Invoice Form ("Invoice") for all payment requests. The invoice must include the Work Order numbers to be paid as well as the amount to be paid for each Work Order. Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

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

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

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

The acceptance of 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.

D9 ESTIMATED QUANITITES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates it needs are for the initial year of the Contract. The Town anticipated expenditure for the initial year of the Contract will be approximately $200,000. The Town anticipates maintaining the same levels of funding for the 2nd & 3rd years, which would result in an anticipated expenditure of $600,000 during the initial three (3) year contract term.

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.

D10 LINE ITEM PRICING

Line item pricing must include all costs, both direct and indirect to perform the Work (including mobilization and MOT), except for those costs specifically identified as reimbursable costs as stated in Section D11. This includes any incidental costs associated with the Work under a Work Order not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

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

D11 REIMBURSABLE 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:

- Permits (from regulatory agencies or any other agency having jurisdiction)
- Police Officer costs when not provided by the Town
- Rental of equipment specifically identified as such in a Work Order.

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.

D12 SPECIFICATIONS

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

D13 AWARD OF PROJECTS

Work Orders will be issued to the Town for all Work. A Work Order may consist of one or more Projects. Work Orders will be issued in one of two ways.

1. Where a Project is based solely on pre-priced line item pricing the Project Manager will calculate the cost of the Project(s) by multiplying the estimated quantities for each line item times the line item price. The Project Manager will then provide the Contractor a written Work Order for a Project(s) and provide it with the spreadsheet used for the calculations (if one is required), the timeframe for completing the Project(s), and available drawings (if any), and any additional contract terms and conditions specific to the Project(s) or the Work Order, including but not limited to additional insurance, liquidated damages, etc.

   The Contractor is responsible to visit the site, review any drawings and the spreadsheet, to confirm that the proposed quantities and value stated in the Work Order for the Project(s) is correct. The Contract may request that the Project Manager meet in the field to review the Work Order. If the Contractor believes that that either the quantities, line items, scope or other details are incorrectly stated on the Work Order the Contractor is to notify the Project Manager is writing of their findings within forty-eight (48) hours or the Town will consider the Work Order as accepted by the Contractor. The Project Manager will review any recommended revisions and if necessary, make any revisions. Once revised and forwarded to the Contractor, the Contractor will have twenty-four (24) hours to accept or reject the Work Order. If rejected the Town may have the Work performed by others. Repeated rejections of Work Orders may result in termination of the Contract.

2. If a Project requires work that includes non-pre-priced work, then the Project Manager will request a written Work Order Proposal ("Proposal") from the Contractor. Upon receipt of the Proposal from the Contractor the Project Manager will review the Proposal and either accept, reject or negotiate the Proposal. Once finalized the Project Manager will issue a Work Order for the Work to be performed.

D14 LIQUIDATED DAMAGES

The Town may establish liquidated damages on a Work Order by Work Order basis. Where the Town determines that liquidated damages will apply to a Work Order the amount established will be stated in the Work Order.

The Contractor is obligated and guarantees to complete the Work Order in the established in the Work Order or any approved extension of time the Contractor may be granted by the Project Manager. In the event of a delay in completion beyond the date established in the Work Order, the Contractor must pay to the Town for each and every calendar day of unexcused delay, the sum stated in the Work Order, 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 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.

D15 RELEASE OF LIENSSUBCONTRACTOR'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 Section D8.

Conditional Release of Liens are not accepted by the Town.

D16 PURHCASE AND DELIVERY, STORAGE AND INSTALLATION

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

Contractor is responsible for the protection of all equipment and material(s) from adverse weather conditions, damage, deterioration, and theft until the Work has been accepted by the Town.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available at the website address identified in Section D8.

D17 TOWN FURNISHED DRAWINGS

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.

D18 REQUEST FOR INFORMATION

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

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

D19 WARRANTY

Contractor warrants to the Town that all materials and equipment furnished under the Work Order 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 Work Order and the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, the Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All Work must have a one (1) year warranty on labor from the date of acceptance of the Work by the Town under a Work Order. 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 completion and acceptance by the Town of the Work under the Work Order.

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.

D20 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.

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.

D21 STAGING SITE

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

D22 WORK ORDER COMPLETION, PUNCH LIST & FINAL COMPLETION

The Work under a Work Order will be complete ("Final Completion") when the Project Manager accepts all of the Work performed under a Work Order. Where the Project Manager determines that additional Work is required to complete a Work Order the Project Manager will create a punch list containing all of the Work to be performed to achieve Final Completion of the Work Order.

The Punch List is to 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 Punch List does not relieve the Contractor from completing the remaining Work to the satisfaction of the Project Manager.

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

D23 OWNERSHIP OF THE WORK

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

D24 RECORD SET

For Work Orders where the Town has provided a set of Plans for a Work Order the 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 of the Work Order 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.

END OF SECTION

CONTRACT EXECUTION FORM

This Contract 2020-04 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 National Concrete & Paving, LLC, hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

By: _____
Gina Inguanzo, Town Clerk

TOWN OF MIAMI LAKES

By: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____
Town Attorney

Date: _____

Signed, sealed and witnessed in the presence of:

By:_____

CONTRACTOR

National Concrete & Paving, LLC.
(Contractor's Name)

By:_____

Name: Fausto Padron

Title: Member

Date: 11/15/19.

(*) 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, National Concrete & Paving, ~~Inc.~~ LLC desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the Member (type title of officer), Fausto Padron (type name of officer), 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 15 day of Nov., 20 19.

Corporate Secretary

(Corporate Seal)

SECTION E. CONTRACTOR'S PROPOSAL

SECTION E. BID FORM

This Bid is submitted on behalf of National Concrete & Paving, LLC., (hereinafter "Bidder") located at

(Name of Bidder)

15850 SW 170th Ave Miami, Fl 33187, submitted on 11/15/2019,

(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for **ITB No.** 220-04 **for**

Miscellaneous Roadway & Drainage Services

(Solicitation Title)

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.

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 (Attachment PS) to be responsive. A printed copy of the MS Excel Bid Form should also be included as part of the Bid Submittal. **Do not** convert the MS Excel Bid Form to a .pdf form.

Pricing Details

The estimated quantities stated in Form-PS, the Price Sheet, are those that are anticipated for the first year of the initial three (3) year contract period. The Town anticipates that the quantities for the remaining two years of the initial term of the Contract will be the same the actual budget amounts will be determined on an annual basis. The estimated value for the 1st year is $200,000, which would reflect a potential total value of $600,000 over the initial three (3) year term.

Unit prices for the bid items are intended to establish a total price for completing a Project in its entirety.

The unit prices stated by the Bidder in Form-PS include all costs and expenses for labor, equipment, materials, maintenance of traffic (MOT) swale restoration, clearing and grubbing, demolition, debris removal, disposal, root pruning, preparation, compaction, restoration, temporary striping, inlet protection (Baled Hay, Straw, or Filter Fabric), contractor's overhead and profit. All work and incidental costs are to be included in the unit prices and no separate payments will be made for incidentals.

Bidders are bidding on a lump sum basis for the purpose of determining the lowest responsive and responsible Bidders. However, Contractors will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed.

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

Total Bid Amount: $ 399 955.50

BID ITEM NOTES

1. All items must follow the latest version of the FDOT Standard Specification and Design Standards unless otherwise specified in a Work Order or in plans accompanying a Work Order. Both references can be found at http://www.dot.state.fl.us/specificationsoffice/Implemented/SpecBooks/default.shtm and http://www.dot.state.fl.us/rddesign/DS/15/STDs.shtm respectively.
2. Bid Item 119-01 is a square yard pay item that includes all work associated with repairing or replacing concrete driveway aprons including disposal of all concrete removed. This pay item also includes matching stamped concrete driveway aprons and existing driveway apron colors.
3. Bid Item 119-02 is a square yard pay item that includes all work associated with repairing or replacing paver driveway aprons including disposal of all pavers removed.
4. Bid Items 120-1 and 120-4 include all cost associated with the excavation, transport, and if required disposal of excavated materials.
5. Bid Item 331-1 includes all costs associated with asphalt overbuild areas identified in the field. All asphalt costs associated with the trench/pavement restoration phase must be included in Bid Items 430-175115, 430-175118, 430-175124, 443-70-3, and 443-70-4 for bidding purposes, an average asphalt thickness of one (1) inch is to be used.
6. Bid Item 331-3 includes all costs associated with resurfacing the entire project area upon completion of the entire trench/pavement restoration phase. All asphalt costs associated with the trench/pavement restoration phase must be included in Bid Items 430-175115, 430-175118, 430-175124, 443-70-3, and 443-70-4.
7. Bid Item 334-2-2 includes all costs associated with asphalt overbuild areas identified in the field. All asphalt costs associated with the trench/pavement restoration phase must be included in Bid Items 430-175115, 430-175118, 430-175124, 443-70-3, and 443-70-4 for bidding purposes, an average asphalt thickness of one (1) inch is to be used.
8. Bid Item 334-2-1 includes all costs associated with asphalt overbuild areas identified in the field. All asphalt costs associated with the trench/pavement restoration phase must be included in Bid Items 430-175115, 430-175118, 430-175124, 443-70-3, and 443-70-4 for bidding purposes, an average asphalt thickness of one (1) inch is to be used.
9. Bid Item 380-1 includes responding and repairing pothole, within 24 hours of notification from the Town. The repair includes all work such as removal and replacement of existing base and asphalt for a complete and accepted pothole repair. Responding is making safe area with "cold" patch. This item does not qualify for MOB or ER pay items.
10. Bid Items 425-1204, 425-1311, 425-1321, 425-1331, 425-1341, 425-1351, 425-1361, 425-1521, 425-1541, 425-2-41, 425-2-42, 425-2-71, 425-2-72, 425-5, 425-6, 425-74-1, and 425-74-2 includes all costs associated with installing inlets and manholes, modifying/core drilling existing inlets, and all drainage pipe connections per the plans.
11. Bid Items 430-175115, 430-175118, 430-175124, 443-70-3, and 443-70-4 includes all costs associated with the trench excavation, protection of trench, management of excavated material, trench backfill and compaction, testing, and asphalt restoration per the plans on details.
12. Bid Items beginning with 522 may include pedestrian ramp.
13. All Bid Items beginning with 711, will include temporary striping.
14. Bid Items M-1, M-2, M-3, M4, M-5, AND M-6 include transportation and placement in designated areas

assigned by Town.

15. Bid Item M-4 to match color provided by the Town.
16. Bid Item 737-7 includes all necessary advanced explorations to verify and determine existing pipe invert elevations, material, and locations where conflicts with the proposed drainage system may occur (soft digs). Work also include verification and determination of interior dimensions and elevations (including pipe inverts) of any existing affected drainage structure. If a conflict is determined or a discrepancy with the plans is found, the Contractor is to notify the Project Manager and provide all pertinent field information to assist the resolution of the conflict. This Work is to be carried out in advance of construction.
17. M-1 must meet the quality requirements of FDOT Specification 901-1.4.
18. M-2 must meet the quality requirements of FDOT Specification 911.
19. M-3 must meet the quality requirements of FDOT Specification 902-3.3.
20. M-5 must meet FDOT Specification for Drainage – D-3 equivalent or better.
21. Emergency response is a Percentage pay item based on total items per WO (total amount not to include other items that are percentage base) will require the Contractor to mobilize at the Project Site within two hours of notification by the Project Manager, ready to perform work seven days per week between the hours of 7:00 am & 7:00 pm.

Firm's Name: National Concrete Paving, LLC.

SSN or Federal ID No.: 47-1078394 Telephone No.: 305-232-4887

E-Mail Address: fausto@nationalconcretepaving.com Facsimile No.: N/A

Town/State/Zip: Miami, FL 33187

Printed Name/Title: Fausto Padron / Member Signature:

Miscellaneous Roadway & Drainage Services

ITB 2020-04

Form PS (Bid Form)

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Total
104-11	FLOATING TURBIDITY BARRIER	50	LF	$ 10.00	$ 500.00
104-13-1	STAKED SILT FENCE, TYPE III	100	LF	$ 5.00	$ 500.00
119-01	DRIVEWAY RESTORATION (CONCRETE/STAMPED)	50	SY	$ 70.00	$ 3,500.00
119-02	DRIVEWAY RESTORATION (PAVERS)	50	SY	$ 70.00	$ 3,500.00
120-1	REGULAR EXCAVATION	100	CY	$ 11.00	$ 1,100.00
120-4	SUBSOIL EXCAVATION	100	CY	$ 17.00	$ 1,700.00
121-70	FLOWABLE FILL	10	CY	$ 135.00	$ 1,350.00
160-4	TYPE B STABILIZED SUB-BASE (12" THICK, LBR=40)	50	SY	$ 3.40	$ 170.00
210-1-8	REWORK LIMEROCK BASE (4" THICK) SINGLE COURSE PRIMED - INCLUDE MATERIAL	75	SY	$ 15.00	$ 1,125.00
210-1-1	REWORK LIMEROCK BASE (6" THICK) SINGLE COURSE PRIMED - INCLUDE MATERIAL	75	SY	$ 17.00	$ 1,275.00
285-70-4	OPTIONAL BASE (BASE GROUP 04)	50	SY	$ 18.00	$ 900.00
327-70-1	MILLING EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	100	SY	$ 5.00	$ 500.00
327 70 6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	100	SY	$ 6.00	$ 600.00
327 70 5	MILLING EXIST ASPH PAVT, 2" AVG DEPTH	100	SY	$ 7.00	$ 700.00
331-1	Type S (SP-12.5) Asphaltic Concrete (As directed)	500	SY	$ 9.00	$ 4,500.00
331-3	Type S-III (SP-9.5) Asphaltic Concrete Surface Course (3/4")	500	SY	$ 9.00	$ 4,500.00
334-2-1	FRICTION COURSE ASPH CONC, TRAFFIC B, FC-9.5 (1" THICK)	500	SY	$ 10.00	$ 5,000.00
334-2-2	SUPERPAVE ASPH CONC, TRAFFIC B, TYPE SP-12.5 (2" THICK)	500	SY	$ 17.00	$ 8,500.00
380-1	POTHOLE REPAIRS (TYPICAL SIZE 4' X 4')	50	SY	$ 60.00	$ 3,000.00
425-1204	INLETS, CURB, TYPE 9, J BOT, >10'	2	EA	$ 5,000.00	$ 10,000.00
425-1311	INLETS, CURB, TYPE P-1, <10'	2	EA	$ 3,500.00	$ 7,000.00
425-1321	INLETS, CURB, TYPE P-2, <10'	2	EA	$ 4,000.00	$ 8,000.00
425-1331	INLETS, CURB, TYPE P-3, <10'	2	EA	$ 4,500.00	$ 9,000.00
425-1341	INLETS, CURB, TYPE P-4, <10'	2	EA	$ 5,000.00	$ 10,000.00
425-1351	INLETS, CURB, TYPE P-5, <10'	2	EA	$ 5,000.00	$ 10,000.00
425-1361	INLETS, CURB, TYPE P-6, <10'	2	EA	$ 5,450.00	$ 10,900.00
425-1521	INLETS, DT BOT, TYPE C,<10'	2	EA	$ 3,300.00	$ 6,600.00
425-1541	INLETS, DT BOT, TYPE D, <10'	2	EA	$ 3,500.00	$ 7,000.00
425-2-41	MANHOLES, P-7, <10'	2	EA	$ 3,650.00	$ 7,300.00

425-2-42	MANHOLES, P-7, >10'	2	EA	$ 4,300.00	$ 8,600.00
425-2-71	MANHOLES, J-7, <10'	1	EA	$ 5,000.00	$ 5,000.00
425-2-72	MANHOLES, J-7, >10'	1	EA	$ 5,000.00	$ 5,000.00
425-5	MANHOLE, ADJUST	5	EA	$ 350.00	$ 1,750.00
425-6	VALVE BOXES, ADJUST	10	EA	$ 200.00	$ 2,000.00
425-74-1	MANHOLES & INLETS CLEANING & SEALING, <10'	4	EA	$ 1,200.00	$ 4,800.00
425-74-2	MANHOLES & INLETS CLEANING & SEALING, >10'	4	EA	$ 1,200.00	$ 4,800.00
430-94-1	DESILTING PIPE, 0 - 24"	150	LF	$ 15.00	$ 2,250.00
430-175115	PIPE CULVERT,HDPE,ROUND, 15"S/CD	100	LF	$ 120.00	$ 12,000.00
430-175118	PIPE CULVERT,HDPE,ROUND, 18"S/CD	100	LF	$ 120.00	$ 12,000.00
430-175124	PIPE CULVERT,HDPE,ROUND, 24"S/CD	100	LF	$ 130.00	$ 13,000.00
443-70-3	FRENCH DRAIN, 18"	100	LF	$ 125.00	$ 12,500.00
443-70-4	FRENCH DRAIN, 24"	100	LF	$ 140.00	$ 14,000.00
520-1-10	CONCRETE CURB AND GUTTER "F" (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	100	LF	$ 22.00	$ 2,200.00
520-2-4	CONCRETE CURB "D" (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	150	LF	$ 20.00	$ 3,000.00
520-2-8	CONCRETE CURB "RA" (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	100	LF	$ 19.00	$ 1,900.00
520-3	VALLEY GUTTER - CONCRETE (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	200	LF	$ 22.00	$ 4,400.00
520-70	CONCRETE SEPARATOR WITH "A" CURB (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	50	SF	$ 50.00	$ 2,500.00
522-1A	CONCRETE NEW EXISTING 4" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND	100	SY	$ 36.00	$ 3,600.00
522-1B	CONCRETE REPLACE EXISTING 4" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	200	SY	$ 42.00	$ 8,400.00
522-2A	CONCRETE NEW EXISTING 6" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	75	SY	$ 45.00	$ 3,375.00
522-2B	CONCRETE REPLACE EXISTING 6" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	150	SY	$ 46.00	$ 6,900.00
522-3A	CONCRETE NEW EXISTING 8" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	50	SY	$ 60.00	$ 3,000.00
522-3B	CONCRETE REPLACE EXISTING 8" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	100	SY	$ 65.00	$ 6,500.00
522-4-2	COLORED CONCRETE BUS BAY (12" THICK) SURFACE (INCLUDING 10" REINFORCED CONCRETE SLAB WITH #5 REBAR AT 10" O/C EACH WAY, REINFORCED STEEL & MORTAR BED)	50	SY	$ 100.00	$ 5,000.00
526 -1-1	PAVERS, ARCHITECHTURAL, ROADWAY	20	SY	$ 70.00	$ 1,400.00
526-1-2	PAVERS, ARCHITECHTURAL, SIDEWALK	20	SY	$ 120.00	$ 2,400.00
527-1	DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT	20		$ 150.00	$ 3,000.00

527-2	DETECTABLE WARNINGS	100	SF	$ 25.00	$ 2,500.00
536-1-0	GUARDRAIL -ROADWAY, GENERAL/LOW SPEED TL-2	500	LF	$ 20.00	$ 10,000.00
536-1-1	GUARDRAIL -ROADWAY, GENERAL TL-3	200	LF	$ 25.00	$ 5,000.00
536-2	GUARDRAIL (SHOP-BENT PANELS)	100	LF	$ 35.00	$ 3,500.00
536-7	SPECIAL GUARDRAIL POST	20	EA	$ 340.00	$ 6,800.00
536-7-1	SPECIAL GUARDRAIL POST- DEEP POST FOR SLOPE BREAK CONDITION-TIMBER OR STEEL	20	EA	$ 350.00	$ 7,000.00
570-1-2	PERFORMANCE TURF, SOD	500	SY	$ 11.50	$ 5,750.00
663-1	TRAFFIC LOOP REPLACEMENT	4	EA	$ 1,700.00	$ 6,800.00
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	4	AS	$ 205.00	$ 820.00
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	4	AS	$ 450.00	$ 1,800.00
706-3WR	REFLECTIVE PAVEMENT MARKERS (WHITE/RED)	300	EA	$ 4.25	$ 1,275.00
706-3B	REFLECTIVE PAVEMENT MARKERS (BLUE)	50	EA	$ 4.25	$ 212.50
706-3Y	REFLECTIVE PAVEMENT MARKERS (YELLOW)	200	EA	$ 4.25	$ 850.00
711-11111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	300	LF	$ 0.18	$ 53.47
711-11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	100	LF	$ 1.00	$ 100.00
711-11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	100	LF	$ 1.15	$ 115.00
711-11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	100	LF	$ 2.15	$ 215.00
711-11131	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	100	LF	$ 1.75	$ 175.00
711-11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	100	LF	$ 1.75	$ 175.00
711-11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	10	EA	$ 120.00	$ 1,200.00
711-11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	10	EA	$ 90.00	$ 900.00
711-11180	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE	50	LF	$ 13.00	$ 650.00
711-11211	THERMOPLASTIC, STANDARD,YELLOW, SOLID, 6"	300	LF	$ 0.41	$ 121.76
711-11223	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 12"	100	LF	$ 1.00	$ 100.00
711-11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	100	LF	$ 3.00	$ 300.00
711-11225	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 24"	50	LF	$ 2.00	$ 100.00
711-11231	THERMOPLASTIC, STANDARD, YELLOW, SKIP, 6"	300	LF	$ 2.00	$ 600.00
711-11241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	300	LF	$ 2.00	$ 600.00
711-12101	THERMOPLASTIC, REFURBISHMENT, WHITE, SOLID, 6"	300	LF	$ 2.00	$ 600.00
711-12131	THERMOPLASTIC, REFURBISHMENT, WHITE, SKIP, 6"	300	LF	$ 2.00	$ 600.00
711-12151	THERMOPLASTIC, REFURBISHMENT, WHITE, DOTTED/ GUIDELINE /6-10 GAP EXTENSION, 6"	100	LF	$ 2.00	$ 200.00

711-12160	THERMOPLASTIC, REFURBISH, WHITE, MESSAGE	5	EA	$ 130.00	$ 650.00
711-12170	THERMOPLASTIC, REFURBISH, WHITE, ARROWS	5	EA	$ 130.00	$ 650.00
711-12201	THERMOPLASTIC, REFURBISHMENT, YELLOW, SOLID, 6"	200	LF	$ 2.00	$ 400.00
711-12231	THERMOPLASTIC, REFURBISHMENT, YELLOW, SKIP, 6"	200	LF	$ 2.00	$ 400.00
711-300	THERMOPLASTIC, REMOVE	200	LF	$ 2.00	$ 400.00
737-7	ADVANCED UTILITY EXPLORATION (SOFT DIGS)	5	EA	$ 500.00	$ 2,500.00
M-1	NO. 4 STONE	30	CY	$ 25.00	$ 750.00
M-2	LIMEROCK, LBR 100	30	CY	$ 25.00	$ 750.00
M-3	FILL SAND	30	CY	$ 9.00	$ 270.00
M-4	NO. 57 STONE	30	CY	$ 25.00	$ 750.00
M-5	FILTER FABRIC	100	SY	$ 6.50	$ 650.00
M-6	UNI-LOCK 4X8 6CM HOLLANDSTONE PAVERS	50	SY	$ 110.00	$ 5,500.00
				Price Subtotal	$ 356,777.73

	Item Description	Value	Estimated Quantity	%	Total
	Mobilization (See Bid Item Note 7)			10%	$ 35,677.77
	Emergency Response (See Bid Item Note 1)	$ 25,000	2	15%	$ 7,500
				Total Bid Amount	$ 399,955.50

Bid Item Notes

1. Bidder is to enter the percentage value to identify the additional cost for an emergency response. An emergency response is defined as the Contractor mobilizing at the Project site within two hours of notification seven days per week between the hours of 7:00 am & 7:00 pm.
For purposes of evaluation only the value of $25,000 has been used for a work order to establish the total cost to be used in determining the lowest Bidder.
2. All bid prices shall be inclusive of all labor, equipment, material, machinery, tools, means of transportation, maintenance of traffic, supplies, equipment, applicable permitting coordination and services, testing costs, sales tax and all other applicable taxes and fees.

3. Reference ITB Section 5 for Bid Items notes.
4. It is the intention of the Town to award a contract to the lowest responsible Bidder based on the total amount of the bid.
5. Contractor will be paid based on actual work performed.
6. Quantites in Bid From 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.
7. Mobilizations to be paid once per Work Order at 10% of Work Order Subtotal.

MIAMI LAKES
Growing Beautifully

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?

   5

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

General Contractor , Spanioli Mark, CGC1504390	08/05/2019

   (*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:

   a. FEIN/EIN Number: 47-1078394

   b. Dept. of Business Professional Regulation Category (DBPR): Certified General Contractor

      i. Date Licensed by DBPR: 05/29/2002

      ii. License Number: CGC1504390

   c. Date registered to conduct business in the State of Florida: June,2014

      i. Date filed: 06/11/2014

      ii. Document Number: L14000093762

   d. Primary Office Location: 15850 SW 170 th Ave , Miami, FL 33187

   e. What is your primary business? General Contractor
   (This answer should be specific)

MIAMI LAKES
Growing Beautifully

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

Mark Spanioli, CGC1504390, Paid Employee

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

N/A

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
N/A		

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Fausto Padron	Member	100

b. Is any owner identified above an owner in another company? ☐ Yes ☒ No

If yes, identify the name of the owner, other company names, and % ownership

MIAMI LAKES
Growing Beautifully

N/A

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

Name	Title	Signatory Authority All	Cost	No-Cost	Other
Fausto Padron	Member	☒	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐

Explanation for Other: _____

4. Employee Information

a. Total No. of Employees: 50

b. Total No. of Managerial/Admin. Employees: 8

c. Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)

Superintendent - 3 Labors - 7
Foreman - 10 Operators - 6
Concrete Finisher - 6 Pipe Labors - 10

5. Will a Labor Force Company be used to provide any workers? ☐ Yes ☒ No

6. Employer Modification Rating: _____

7. Insurance & Bond Information:

a. Insurance Carrier name & address:

MIAMI LAKES
Growing Beautifully

J & A Insurance Services, Inc./ 12918 SW 133 Ct, Miami, FL 33186

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

Jessica Rivero /786-518-2989/ jainsuranceservices@gmail.com

c. Insurance Experience Modification Rating (EMR): 1.00
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 0

e. Bond Carrier name & address:

Nielson Hoover & Associates / 8000 Governors Square BLVD Suite 101, Miami Lakes , Fl 33016

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

Olga L. Iglesias, 305-722-2663,oiglesias@nielsonbonds.com

g. Number of Bond Claims paid out in the last 5 years & value of each:

0

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

MIAMI LAKES
Growing Beautifully

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
14. Project Management & Subcontract Details:
    a. Name the Project Manager ("PM") for this Project: Joniel Diaz
    b. How many years has the PM been with the Company: 1
    c. List all the PM's licenses & certifications:

       Civil Engineer Bachelor FIU

       Temporary Traffic Control Advance Course

       _____

    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.

       Navarro Hialeah , Pollo Tropical Pinecrest

       7-11-38187 Aldi Doral

       Wendy's Hollywood

    e. List all Subcontractors that will work on this project:

Name	Trade/Work	% of Work	License No.

MIAMI LAKES
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None

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

Paving, Drainage, Water, Sewer, Earthwork, Underground Utilities , Concrete (100%)

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: _____ 11/15/19
Signature of Authorized Officer Date

Fausto Padron

MIAMI LAKES
Growing Beautifully

Printed Name

MIAMI LAKES
Growing Beautifully

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: 2020-04

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

Addendum No. 1, Dated 10/29/19
Addendum No. 2, Dated 11/6/19
Addendum No. 3, Dated 11/12/19
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: National Concrete & Paving, LLC.

Authorized Representative's Name: Fausto Padron

Title: Member

Authorized Signature: _____

MIAMI LAKES
Growing Beautifully

ITB 2020-04
Miscellaneous Roadway and Drainage Services
Addendum #1
Due Date: 11:00 AM, November 15, 2019

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

Clarifications:

1. This addendum is issued, in part, to provide the bid tabulation from the previous solicitation, the two (2) current contracts, and work orders issued over the last year provided as separate attachments.

Questions and Answers:

1. Is a bid bond required with the submission of this bid?

   Response: No. There is no bid bond requirement for this bid.

Acknowledgement:

Fausto Padron
Name of Signatory

Signature

Member
Title

National Concrete & Paving, LLC.
Name of Bidder

10/29/19
Date

MIAMI LAKES
Growing Beautifully

ITB 2020-04

Miscellaneous Roadway and Drainage Services

Addendum #2

Due Date: 11:00 AM, November 15, 2019

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

Clarifications:

1. This addendum is issued to provide Form CRL – Client Reference Letter, attached hereto and provided as a separate attachment.

Acknowledgement:

Fausto Padron
Name of Signatory

Signature

Member
Title

National Concrete & Paving , LLC.
Name of Bidder

11/6/2019
Date

MIAMI LAKES
Growing Beautifully

ITB 2020-04

Miscellaneous Roadway and Drainage Services

Addendum #3

Due Date: 11:00 AM, November 15, 2019

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

Clarifications:

1. Minimum Requirements to Submit a Response is hereby amended as follows:
   "To be eligible for award of this project, bidder must:
   5. Provide at least three (3) verifiable client references"

Acknowledgement:

Fausto Padron
Name of Signatory

Signature

Member
Title

National Concrete & Paving, LLC.
Name of Bidder

11/12/2019
Date

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of National Concrete & Paving, LLC, a corporation organized and existing under the laws of the State of FLORIDA, held on the 11 day of June, 2014, a resolution was duly passed and adopted authorizing (Name) Fausto Padron as (Title) Member 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 14, day of November, 20 19.

Secretary: _____ Print: Fausto Padron

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ___day of _____, _____, a resolution was duly passed and adopted authorizing (Name)_____as (Title)_____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, 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 and doing business as (d/b/a)

_____ (If Applicable) have executed and am bound by the terms of the

Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

Print: _____

NOTARIZATION

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 14 day of November, 2019, by Fausto Padron, who is personally known to me or who has produced N/A as identification and who (☐ did / ☒ did not) take an oath.

Maelys Cabrera

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

Maelys Cabrera

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

MAELYS CABRERA
MY COMMISSION # GG 245000
EXPIRES: August 1, 2022
Bonded Thru Notary Public Underwriters

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 N/A or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: Member

BEFORE ME, the undersigned authority, personally appeared Fausto Padron 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 N/A executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 14 day of November, 2019.

My Commission Expires: August 1ST, 2022

Maelys Cabrera

Notary Public State of Florida at Large

MAELYS CABRERA
MY COMMISSION # GG 245000
EXPIRES: August 1, 2022
Bonded Thru Notary Public Underwriters

Form AK

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;
2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.

(c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: National Concrete & Paving, LLC.

Authorized representative (print): Fausto Padron

Authorized representative (signature): _____ Date: 11/14/2019

CONFLICT OF INTEREST AFFIDAVIT

State of FLORIDA }
} SS:
County of Miami Dade}

Fausto Padron being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of National Concrete & Paving 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 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

By: _____

Fausto Padron
(Printed Name)

Member
(Title)

BEFORE ME, the undersigned authority, personally appeared Fausto Padron to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Fausto Padron executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 14 day of November, 2019.

My Commission Expires: August 1ST, 2022

Marilyn Cabrera
Notary Public State of Florida at Large

Form COI

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

National Concrete & Paving, LLC.
Company Name:

November 14th, 2019
Date

Authorized Signature:

Fausto Padron, Member
Printed Name and Title

NON-COLLUSIVE AFFIDAVIT

State of Florida }
} SS:
County of Miami-Dade }

Fausto Padron being first duly sworn, deposes and says that:

a) He/she is the Member, (Owner, Partner, Officer, Representative or Agent) of National Concrete & Paving, 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:

Witness

Witness

By: _____

Fausto Padron
(Printed Name)

Member
(Title)

BEFORE ME, the undersigned authority, personally appeared Fausto Padron to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Fausto Padron executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 14 day of November, 2019.

My Commission Expires: August 1ST, 2022

Maelys Cabrera
Notary Public State of Florida at Large

MAELYS CABRERA
MY COMMISSION # GG 245000
EXPIRES: August 1, 2022
Bonded Thru Notary Public Underwriters

Form NCA

MIAMI LAKES
Growing Beautifully

PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: National Concrete & Paving, LLC. Solicitation No.: 2020-04

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

Proposer shall disclose to the Town:

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

N/A

Last name First name Relationship

Last name First name Relationship

Last name First name Relationship

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

N/A

Last name First name Relationship

Last name First name Relationship

Last name First name Relationship

Authorized Signature

Date: 11/14/2019

Fausto Padron

Print Name

Title: Member

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

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

1. This sworn statement is submitted to the Town of Miami Lakes

by Fausto Padron
[print individual's name and title]

for National Concrete & Paving, LLC.
[print name of entity submitting sworn statement]

whose business address is

15850 SW 170th Ave, Miami, Fl 33187

and (if applicable) its Federal Employer Identification Number (FEIN) is 47-1078394

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

signing this sworn statement: N/A)

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.]**

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

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

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

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

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

BEFORE ME, the undersigned authority, personally appeared Fausto Padron to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Fausto Padron executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 14 day of November, 2019.

My Commission Expires: August 1ST, 2022

Maelys Cabrera

Notary Public State of Florida at Large

MAELYS CABRERA
MY COMMISSION # GG 245000
EXPIRES: August 1, 2022
Bonded Thru Notary Public Underwriters

Attachment #1
Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
J&A Insurance Services, Inc
12918 SW 133 Ct
Miami FL 33186

CONTACT NAME: Jessica Rivero
PHONE (A/C, No, Ext): 786-518-2989 FAX (A/C, No): 305-233-4289
E-MAIL ADDRESS: jainsuranceservices@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Progressive Express Insurance Company	10193
INSURER B : Bridgefield Casualty Insurance Company	10335
INSURER C : AGCS	22837
INSURER D : United Specialty Insurance Company	12537
INSURER E :	
INSURER F :	

INSURED
National Concrete & Paving LLC
15850 SW 170 AVE
Miami FL 33187

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			DCI01279-00	11/08/2019	11/08/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			07832874-1	07/05/2019	07/05/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP	$ $10,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		196-47839	01/01/2019	01/01/2020	[ ] PER STATUTE [X] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Inland Marine			MIXI930798246043	02/01/2019	02/01/2020	Limit Ded Wind & Hail	2,248,186 $1,000AOP 5%

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Miami Lakes
6601 Main Street
Miami Lakes , Fl 33014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Attachment #2

Previous Experince

Project Name	Contract Amount	Description	Owner & Contact Information
Navarro Hialeah	$407,450.00	Paving, Drainage, Water, Sewer, Earthwork, Underground Utilities Concrete	Oak Construction Company 4000 SW 30th Ave , Ft Lauderdale, FL 33312 David Roland (954)-583-9625
7-11-33187	$273,000.00	Paving, Drainage, Water, Sewer, Earthwork, Underground Utilities Concrete	BRV Construction Services 12060 SW 129th Court (Suite 210) Miami , Fl 33186 Rembert Sanchez (305)283-7953
Wendy's Hollywood	$171,217.00	Paving, Drainage, Water, Sewer, Earthwork, Underground Utilities Concrete	Yagar Construction 2150 NW 9th ST Miami , FL 33125 Jorge Garcia(305)-649-7509
Pollo Tropical Pinecrest	$150,000.00	Paving, Drainage, Water, Sewer, Earthwork, Underground Utilities Concrete	Yagar Construction 2150 NW 9th ST Miami , FL 33125 Jorge Garcia(305)-649-7509
Aldi Doral	$640,106.00	Paving, Drainage, Water, Sewer, Earthwork, Underground Utilities Concrete	Oak Construction Company 4000 SW 30th Ave , Ft Lauderdale, FL 33312 David Roland (954)-583-9625
7-11 Gas Station	$258,360.00	Paving, Drainage, Water, Sewer, Earthwork, Underground Utilities Concrete	BRV Construction Services 12060 SW 129th Court (Suite 210) Miami , Fl 33186 Rembert Sanchez (305)283-7953

Attachment #3

Client Reference Letter

MIAMI LAKES
Growing Beautifully

CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for 2020-04 for Miscellaneous Roadway and Drainage Services

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: National Concrete & Paving LLC

Name of Project: Pollo Tropical Pinecrest

Scope of Work: site work

Initial Value of Contract: $ 150600 Is contract still active? ☐ Yes ☐ No

Final Contract Value: $ 150600

Was the work performed timely: ☒ Yes ☐ No

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

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☐ Yes ☐ No

Number of Change Orders: _____ Were any Contractor driven? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☒ Yes ☐ No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

_____

_____

_____

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: Yagar Construction

Name of individual completing this form: Jorge M. Garcia Jr Date: 11/14/19

Signature: [signature] Title: V.P.

Telephone: 305-469-4093 E-mail: jorgejr@yagarconstruction.com

Sincerely,

Nathalie Garcia
Procurement Manager

MIAMI LAKES
Growing Beautifully

CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for 2020-04 for Miscellaneous Roadway and Drainage Services

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: National Concrete & Paving, LLC.

Name of Project: West Hollywood Plaza

Scope of Work: drainage, paving, curbing concrete for an entire shopping center

Initial Value of Contract: $1,200,000 Is contract still active? ☐ Yes ☐ No

Final Contract Value: $1,200,000.00

Was the work performed timely: ☒ Yes ☐ No

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

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☐ Yes ☐ No

Number of Change Orders: _____ Were any Contractor driven? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☒ Yes ☐ No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

successful project w/ a great sub. Please feel free to call me anytime to discuss further.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: Oak Construction

Name of individual completing this form: David Roland Date: 11/14/19

Signature: _____ Title: Senior Project Manager

Telephone: 954-579-1071 E-mail: davidr@oakconstruction.com

Sincerely,

Nathalie Garcia
Procurement Manager

MIAMI LAKES
Growing Beautifully

CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for 2020-04 for Miscellaneous Roadway and Drainage Services

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: National Concrete & Paving, LLC.

Name of Project: Drainage & Surface Restoration.

Scope of Work: drainage, paving, concrete, etc..

Initial Value of Contract: $ 22 000 Is contract still active? ☐ Yes ☐ No

Final Contract Value: $ 22000

Was the work performed timely: ☑ Yes ☐ No

Was the work performed to acceptable quality standards? ☑ Yes ☐ No NONE

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☑ Yes ☐ No

Number of Change Orders: 0 Were any Contractor driven? ☐ Yes ☐ No NONE

Would you enter into a contract with the Contractor in the future? ☑ Yes ☐ No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: Town of Davie

Name of individual completing this form: Abidemi Ajayi Date: 11/14/19

Signature: Title: Assistant Town Engineer

Telephone: 954-797-1096 E-mail: aajayi@davie-fl.gov

Sincerely,

Nathalie Garcia
Procurement Manager

Attachment #4

License

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

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

SPANIOLI, MARK

NATIONAL CONCRETE AND PAVING LLC
15850 SOUTHWEST 170TH AVENUE
MIAMI FL 33187

LICENSE NUMBER: CGC1504390

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.

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Amendment of Special Rules**

Date: **December 10, 2019**

Recommendation:

It is recommended that the Town Council approve the corrections made to the Special Rules of Order regarding the Town Council.

Background:

Throughout 2019, the Town Council has provided instruction to Staff to amend sections of the Council's Special Rules of Order in order to clarify time limits and provide for electronic participation among others. The proposed resolution and attached amendment takes into account these changes and modifies the rules accordingly.

RESOLUTION NO. 19 -_____

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

WHEREAS, Section 4.1 of the Charter of the Town of Miami Lakes, Florida (the "Town") provides that the Town Council shall determine its own rules of procedure and order of business; and

WHEREAS, in Resolution No. 01-37, the Town Council adopted the Comprehensive Council Meeting and Agenda Procedures and thereafter amended them by Resolution No. 03-122, No. 07-516, No. 07-557, No. 07-592, No. 14-1256, No. 15-1272, No. 15-1324, and 19- 1601 and which are now known as the "Special Rules of Order of the Town of Miami Lakes" (collectively, "Special Rules of Order"); and

WHEREAS, the Town Council desires to provide amendments and corrections to the Special Rules of Order in order to streamline and correct inconstancies; and

WHEREAS, the Town Council finds that amending the Special Rules of Order in this manner is in the best interest of the Town.

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

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

Section 2. Amending the Special Rules of Order. The Town Council hereby amends the Special Rules of Order in its entirety as attached hereto in Exhibit "**A**."

***

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

Passed and adopted this 11th day of December 2019

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

Mayor Manny Cid _____

Vice Mayor Nelson Rodriguez _____

Councilmember Carlos O. Alvarez _____

Councilmember Luis Collazo _____

Councilmember Josh Dieguez _____

Councilmember Jeffrey Rodriguez _____

Councilmember Marilyn Ruano _____

_____
Manny Cid
MAYOR

Attest:

_____
Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT "A"

SPECIAL RULES
(Deleted Language shall appear with ~~Strikethroughs~~ and additions underlined)

Special Rules of Order of the Town of Miami Lakes

Section 1. Town Council Meetings.

1.1 Regular Meetings. The Town Council shall hold regular meetings once or twice a month as may be determined by the Council on the ~~second~~ third and/or fourth Tuesday of each month, except for the month of December, at 6:30 p.m. in Town Hall or such other location as may be designated by the Town Council from time to time. All regular meetings shall be open to the public and shall be publicly noticed as may be required by Florida Law. Copies of the agenda shall be made available to the public upon entering the Town Council Chambers for all public meetings. A link of the Regular Council Meeting Agenda shall be sent to the Town residents, as determined by the Town Manager. Council meetings will be conducted in a businesslike yet open and friendly way, so as to allow the efficient accomplishment of Town business without unnecessary formalities or delays while respecting the right of each individual to express his/her opinion.

1.2 Special Meetings. Special meetings of the Town Council may be held upon the call of at least four (4) Councilmembers. Whenever a Special Meeting is called, forty-eight (48) hour notice, which is defined as two full calendar days, shall be given to the public. Shorter time may be given as the majority of the Council determines necessary, in case of an emergency affecting life, health, property or the public peace. Notice to the public shall be posted at Town Hall and other advertisements that may be required by law. Notices shall state the place, date and hour of the meeting and the purpose for which such meeting is called, and no further business shall be transacted at the meeting except as stated in the notice. A complete agenda package shall also be posted on the Town's website. All meetings shall be open to the public, except as may be expressly exempted by state law.

1.3 Robert's Rules of Order. Except as expressly provided in these procedures, all meetings of the Town Council shall be governed by the rules of procedure provided by Robert's Rules of Order, Newly Revised Edition, as amended from time to time. All items placed on the Special Meeting or Regular Meeting Agenda are actionable, unless expressly prohibited by a special rule or existing law.

1.4 Majority Defined. Subject to any restrictions in the Town Charter, the term majority as stated in these rules shall be defined as more than half of the Council Members present at any meeting at which a quorum exists.

1.5 Parliamentarian. The Town Attorney shall serve as the Parliamentarian and shall advise and assist the Council on matters of parliamentary law. Two-thirds of the Council can request the services and advice of a professional parliamentarian on a specific issue.

1.6 Participation and Attendance by Electronic or Telephonic Means. An absent member of the Town Council may participate and attend a Town Council meeting by electronic or telephonic means and may vote on all matters which come before the Council for a vote, but, said absent member shall not count toward determining the presence of a quorum.

Section 2. Duties and Responsibilities of the Mayor.

2.1 Mayor to Serve as Presiding Officer. The Mayor shall be the presiding officer at all Town Council meetings. The Vice Mayor shall act as the presiding officer during the absence of the Mayor. In the absence of both the Mayor and Vice Mayor, the remaining Council Members shall, by majority vote, select a presiding officer to carry out the functions of Mayor as defined in this Resolution. The Mayor shall decide on all questions of order subject to Roberts Rules of Order or these Procedures with the assistance of the Parliamentarian. Unless a conflict of interest precludes voting, the Mayor shall vote on all questions and items and be called last. The Vice Mayor shall be called before the Mayor. The Mayor shall introduce agenda items by the agenda item number. The Town Attorney shall read the titles of legislation as requested by the Mayor. Thereafter, the Mayor may call upon the Town Manager to give any needed explanation of the item up for consideration. Following this, the item shall be opened for Town Council discussion or public hearing as required by the item under the guidelines established herein. When an agenda item is sponsored by a member of the Council, the Mayor shall call on that member for opening comments. All comments or questions by the attending public shall be directed to the Mayor. At the discretion of the Mayor, voting upon a motion may be by voice vote, other than for ordinances. When roll call votes are necessary, the Town Clerk, at the direction of the Mayor, shall call the roll and record the vote. The Town Clerk shall for each succeeding roll call vote, rotate the order of Council Members' votes.

2.2 **Mayor to Maintain Decorum At Council Meetings.** The Mayor and Council will develop, foster and encourage open, honest, but gentle, communication between all Members of the Council and the public. All speakers must address their remarks to the Mayor, or the presiding officer in the Mayor's absence, in a courteous tone. 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 to be accompanied, if necessary, by the Sergeant-At-Arms. In the event the audience or a part thereof becomes unruly or disruptive, the Mayor may either recess or adjourn the meeting. Any person who makes threats of physical violence shall be subject to immediate ejection from the meeting.

2.3 **Sergeant-At-Arms.** A Town of Miami Lakes police officer shall serve as the Sergeant-At-Arms and carry out all orders and instructions given by the Mayor or a majority of the Council for the purpose of maintaining order and decorum at Town Council meetings.

Section 3. Order of Business.

3.1 **Order of Business.** The order of business of the Town Council at its regular meetings shall be as follows:

(1) Special Presentations shall take place prior to the commencement of the Regular or Special Meeting

(2) Call to Order
(3) Roll Call
(4) Invocation
(5) Pledge of Allegiance
(6) Order of Business: Deferrals, Additions and Deletions
(7) Public Comments
(8) Appointments
(9) Committee Reports
(10) Consent Calendar
(11) Ordinances – First Reading (No Public Hearing)
(12) Public Hearings – Ordinances – Second Reading
(13) Resolutions
(14) New Business

(15) Reports
(16) Adjournment

Section 4. Council Discussion.

4.1 Discussion by Council Members. Initial discussion by Members of the Town Council, including the Mayor, on any agenda item shall be limited to three (3) minutes, and, if they so desire be afforded one (1) minute for incremental rebuttal. The sponsoring Councilmember shall have two (2) minutes to introduce the item/motion. The Town Clerk shall keep the time of the speeches and rebuttals and shall report the same when asked by the Mayor or a Council Member through the Mayor (See Section 4.3 entitled Closing Debate). The aforementioned time limits may be amended during a discussion on a particular agenda item by a majority vote of the Town Council. A Council Member, once recognized by the Mayor, shall direct all comments or questions on the subject matter being discussed to the Mayor only. Council Members shall not engage in cross conversation with other members of the public. Members of the Town Council shall not interrupt another member who has the floor. The Mayor shall not unreasonably withhold or delay recognition of any Member of the Town Council desiring to speak. The Mayor shall recognize other members of the Council in rotation and not call on any member a second time or subsequent time until such time as all members who wish to have had an opportunity to speak.

4.2 Questions by Council Members. In the event a Council Member wishes to direct questions to another Member or to the public during a public meeting or presentation, the questions shall be directed to the Mayor who, in turn, will recognize the Council Member or member of the public who wishes to answer the specific questions. In the event a member wishes to direct a question to the Town Manager or Town Attorney, the question shall be directed through the Mayor who will, in turn, recognize the member. All questions of Town staff shall be made through the Town Manager.

4.3 Closing Debate. The motion to close debate shall be approved be an affirmative vote of two-thirds of quorum. Calling the questions to close debate shall take precedence in such circumstances and shall be voted on with no further discussion.

Section 5. Public Participation and Discussion.

5.1 **Public Hearings.** Individuals wishing to speak on matters that appear on the agenda as "Public Hearings" shall fill out a speaker's card. Speakers cards shall be delivered to the Town Clerk who shall retain possession of the cards for the entirety of the meeting. Speakers shall be called to the podium by the Town Clerk in the order that the speaker's cards are received and shall be recognized by the Mayor. The public shall be permitted to speak after the Mayor opens an item for Public Hearing. After the Public Hearing is closed by the Mayor, only members of the Town Council or Administration shall discuss the item.

5.2 **Addressing Council, Manner and Time.** To ensure the orderly conduct of 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, after due consideration that others have had an opportunity to speak. Any extension granted should apply to other individuals speaking on the same subject. Each person who wishes to address the Council ~~shall fill out a speaker's card and~~ shall step up to the speaker's podium and shall give his/her name and address when called to the podium by the ~~Town Clerk~~ Mayor. ~~Speakers Cards shall be delivered to the Town Clerk who shall retain possession of the cards for the entirety of the meeting. Speakers shall be called to podium by the Town Clerk in the order that the speaker's cards are received and shall be recognized by the Mayor.~~ 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. All questions from the public to the Council shall be addressed through the Mayor.

5.3 **Public Comments.** An individual may speak during the Public Comments portion of the agenda and/or may speak on a particular agenda item during the Council discussion on the particular item. If speaking on a particular Agenda item, the speaker shall limit his/her comments to the subject of the Agenda item under consideration. The Mayor may limit irrelevant or repetitive comments to ensure the orderly conduct and efficiency of the meeting.

5.4 **Remote Public Comments.** Remote pre-recorded or live public comments are permissible. All remote public comments shall adhere to the rules as stated in Section 5.3 in its entirety.

Section 6. **Council Meeting Items.**

6.1 **Special Presentations.** This section of the agenda is reserved for presentations, proclamations or special recognition made by the Mayor or Council Member(s). Council Members may request that proclamations be processed and prepared by the Mayor's Office for the next Town Council meeting. During the Special Presentations section of the agenda, the Mayor will recognize the recipient(s) and acknowledge the Council Member who requested the Special Presentation who will then present the presentation, proclamation or special recognition.

6.2 **Consent Calendar.** There shall be a consent agenda during each regular Town Council meeting. The consent calendar shall contain resolutions, approval of minutes, motions, and other pertinent matters which, in the opinion of the Town Manager, may be handled and implemented without necessity for discussion. Unless a Council Member specifically requests that an item be removed from the consent calendar, such items shall be approved and adopted by a main motion and majority vote.

6.3 **Ordinances – First Reading.** Ordinances for first reading are placed on the agenda to determine if a majority of the Town Council decides that the matter should proceed to a public hearing. As such, there shall be no discussion either by the public or the Council unless a majority of the Council decides by vote to waive the rule.

6.4 **Public Hearings.** Ordinances for second reading or items requiring a public hearing shall be placed on this portion of the agenda.

6.5 **Ordinance Renewal.** Once action is taken on a proposed Ordinance, or Resolution, neither the same matter its repeal or rescission may be brought before the Council again during the six (6) months period following the said action. Two-thirds of the Council may agree to waive the rule.

6.6 **Resolutions.** Resolutions not included on the consent agenda shall be placed on this portion of the agenda.

6.7 Mayor and Councilmember Reports. This section of the agenda shall be utilized for the Mayor and Councilmembers to provide informational reports. Such reports ~~are non~~ may be actionable ~~and this provision shall not be waived~~. The Mayor and Councilmembers will be limited to two (2) reports per meeting each. A written memorandum or form provided for such purposes shall state the purpose and title of the report. The Mayor and Town Councilmembers shall update the Council on conferences attended on behalf of the Town. The conference update shall be under the Report section of the agenda, provided however, that such updates shall not be considered part of the two (2) report maximum provided in this section.

6.8 Town Manager and Town Attorney Reports. This section of the agenda shall be utilized for the Town Manager and Town Attorney to provide informational reports, which may be actionable. All reports shall state (along with a description of the item) whether they are informational or seek direction from the Town Council.

6.9 New Business. While the Town Manager may initiate the preparation of policy legislation or action by the Town Attorney, a Council Member who wishes to request the preparation of policy legislation by the Town Attorney or Administration shall place such requests for consideration by the Town Council under this section of the agenda. A signed, written memorandum or form provided for such purposes shall state the purpose of the item/action, the major points to be covered, the reasons for necessary action, the action desired by the Council Member, and a gross estimate of the Fiscal Impact of the item and the portions of the Town's Strategic Plan which are satisfied by the New Business Item. If, during discussion of the New Business item, there are material changes to the item, then before the New Business item returns to the Council for action, the Town Manager shall provide a report at the next regularly scheduled Council meeting, with a revised gross estimate of the Fiscal Impact of the changed New Business Item. Items not approved by the Council under New Business cannot come back before the Council for six (6) months. The Mayor and Councilmembers will be limited to three (3) New Business items per meeting. Said document shall be provided to the Town Manager prior to the deadline for closing the agenda and placed in the agenda packages. The request shall not be acted upon until such request is approved by a majority vote of the Town Council.

6.10 Adjournment. All meetings of the Town Council, whether they are special or regular meetings, shall be adjourned at no later than 11:00 p.m. The Town Council may, by affirmative vote of two-thirds of Councilmembers present at the meeting, extend the meeting beyond the time limit. In that event, the motion to continue the meeting must provide for a specific time for adjournment which the Town Council will honor for the purposes of continuing the meeting.

Section 7. **Council Agenda Preparation**.

7.1 **Placement of Items on Agenda.** Resolutions, ordinances, reports and New Business shall be identified on the agenda as to the sponsoring Council Member or Mayor or as a recommendation from the Town Manager. Ordinances, resolutions and reports will be placed on the agenda on a first come basis. New Business items will be placed on the agenda on first come basis. ~~However, all first priority items will be placed on the agenda prior to any second priority items. All second priority items will be placed on the agenda prior to any third priority items. All items that are deferred from a meeting will need to be resubmitted and will be placed on the agenda as per the above criteria without giving any additional priority in its placement on the agenda.~~

7.2 **Agenda Closing Dates.** All information relating to items to be placed on the agenda shall be submitted by a Council Member to the Town Manager by 12:00 p.m. (noon), the Thursday two weeks prior to a regular meeting. All appropriate background material shall accompany the item in the form of a signed memorandum. The Town Clerk shall provide Council Members all the new business items and reports by 6 p.m. of that same day. A complete package of all agenda materials shall be delivered electronically or by other means to the Members of the Town Council by the Town Clerk no later than Wednesday prior to the date of the meeting. In addition, a complete agenda package shall also be posted on the Town's website and a paper copy available at Town Hall for citizen review by the close of business on Thursday prior to the date of the meeting. In the event pertinent information relating to an agenda item is missing or unaccounted for prior to the meeting, the Mayor or a Council Member may invoke the four (4) day rule, which automatically and without discussion removes the item from the agenda at the meeting.

7.3 **Additional Items After Agenda Closing.** No additional items shall be added to the agenda after the agenda package has been delivered to the Council unless it is deemed to be an emergency. An item requiring Council action and not included in the agenda may be added to the agenda by five (5) affirmative votes of the Town Council upon a determination that the items is necessary and an emergency, in which case the four-day rule shall be waived. Copies of all backup material shall be made available to the public on the date of the meeting.

7.4 **Preparation of Legislation.** All Ordinances and Resolutions shall show the name of each Council Member and whether such Member voted for, against, or failed to vote. All Ordinances and Resolutions, once approved by the Town Council, shall be executed by the Mayor and attested to by the Town Clerk.

7.5 **Sequence of Agenda Items.** Upon request by the Mayor and/or other Members of the Council, items on the agenda may be moved out of sequence in order to expedite the matters before the Town Council, upon a two-thirds vote of the Council.

7.6 **Amendment of Special Rules of Order.** These Special Rules of Order may be amended by a vote of two-thirds of quorum.

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Ordinance Prohibiting the sale of E-cigarettes by minors**

Date: **December 10, 2019**

Recommendation:

It is recommended that the Town adopt an Ordinance prohibiting the sale and use of E-Cigarettes by minors. This Ordinance will also place signage requirements on business owners.

Background

During the September 2019 Town of Miami Lakes (the "Town") Council Meeting, the Town Council voted in favor of adopting a ban on the sale and possession of e-cigarettes by minors and provided instruction to the Town Attorney to develop an Ordinance in furtherance of the ban.

E-cigarettes have become a pandemic crisis among middle and high-schoolers throughout the nation. E-cigarettes sleek and conspicuous design, their range of flavored high nicotine concentrate liquid nicotine products are attractive to youth and create addiction. CDC and Attorney General Reports have found that E-cigarette use among minors is a growing concern, due to the devastating long term effects that nicotine can have on the developing brain and organs.

Similar Ordinances have been passed in neighboring municipalities and by Miami-Dade County. This Ordinance will serve as a deterrent for minors and business owners engaging in the sale of e-cigarettes and e-cigarette accessories and liquid nicotine.

Attachments:

Ordinance

ORDINANCE NO. 2019 - _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING CHAPTER 12, LAW ENFORCEMENT, CREATING ARTICLE IV, TITLED "SALE OF NICOTINE VAPORIZERS (E-CIGARETTES), LIQUID NICOTINE TO MINORS AND POSSESSION BY MINORS PROHIBITED, PROVIDING FOR SIGNAGE REQUIREMENTS"; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. (Nelson Rodriguez)

WHEREAS, according to recent news reports, the use of flavored electronic cigarettes (e-cigarettes) among minors has grown at an alarming rate, especially among middle and high school students; and

WHEREAS, based on information, e-cigarettes are designed to be sleek, dispense high-amounts of nicotine per use, and provide a variety of chemically created Liquid Nicotine cartridges intended to induce use and addiction amount minors; and

WHEREAS, a 2016 Report of the U.S. Surgeon General, entitled "E-Cigarette Use Among Youth and Young Adults," concluded that the use of nicotine in any form by youth is unsafe, and that nicotine exposure during adolescence can cause addiction and can harm the developing adolescent brain; and

WHEREAS, during the September 2019 Town of Miami Lakes (the "Town") Council Meeting, the Town Council provided the Town Attorney with instruction to draft an Ordinance for consideration which would prohibit the use of e-cigarettes among minors within the Town; and

WHEREAS, the Town Council finds that it is necessary to protect the health, safety, and welfare of the residents and visitors of the Town to prohibit the sale of e-cigarettes, e-cigarette accessories, and liquid nicotine to minors.

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

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

Section 2. **Creation of Article IV, of Chapter 12:** Article IV, of Chapter 12 is hereby enclosed in Exhibit "**A**."

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

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

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

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

FIRST READING

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

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

Passed on first reading this ___ day of December, 2019.

[THIS SPACE INTENTIALLY LEFT BLANK]

SECOND READING

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

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

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

_____
Manny Cid
MAYOR

Attest:

_____
Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

_____
Raul Gastesi, Jr.
TOWN ATTORNEY

CHAPTER 12
LAW ENFORCEMENT

° ° ° °

ARTICLE IV – Sale of Nicotine Vaporizers (E-Cigarettes) and Liquid Nicotine to Minors Prohibited; Possession by Minors Prohibited; Signage Requirements for Retailers

Section 12-54 – Definitions: For purposes of this article the following definitions apply:

(1) *Delivery sale* means any sale of Nicotine Vaporizers or Liquid Nicotine to a consumer within the Town for which the consumer submits the order for the sale by telephonic or other voice transmission, by mail, by delivery service, or by the internet or other online service, or the Nicotine vaporizers or Liquid Nicotine are delivered by use of mail or a delivery service.

(2) *Liquid Nicotine* means any liquid product composed either in whole or in part of pure nicotine which can be used with Nicotine Vaporizers.

(3) *Minor* means a person under the age of eighteen (18).

(4) *Nicotine Vaporizer* means any electronic or battery-operated nicotine dispensing device that can be used to deliver an inhaled dose of nicotine or other substance, and any device that can by used to deliver nicotine by inhaling caporized nicotine from the device, including, but not limited to those devices composed of a mouthpiece, heating element, or mechanism and batter or electronic circuits that provide a vapor of Liquid Nicotine or other substances to the user. This term shall include, but is not limited to, such devices as an electronic cigarette, an electronic cigar and electronic cigarillo, and electronic pipe, and electronic hookah, and any device that is rechargeable by a USB port or other method, whether they are manufactured, distributed, marketed, or sold under any other product name, and includes any replacement nicotine cartridge, replaceable nicotine pod, liquid nicotine vial, or other container used to refill or replace nicotine for the device or product.

(5) *Retailer* means any person, business, or establishment who is in possession of Nicotine Vaporizers or Liquid Nicotine for the purposes of selling the Nicotine Vaporizers or Liquid Nicotine to consumers, individuals, or the general public.

Section 12-55 – Prohibitions:

(1) It shall be unlawful to sell, give, furnish, barter, or make available directly or indirectly a Nicotine Vaporizer or Liquid Nicotine to a minor. The buyer or recipient's identification shall be examined to confirm that the buyer or recipient is at least 18 years of age.

(2) In order to minimize the physical accessibility to minors, no person shall sell or offer for sale Nicotine Vaporizers or Liquid Nicotine by means of self-service merchandising or any other means other than vendor-assisted sales, unless access to the premises by person under the age of eighteen (18) is prohibited by the person, business tobacco retailer or other establishment or prohibited by law.

(3) A retailer or any other establishment that sells Nicotine Vaporizers or Liquid Nicotine may not place such procducts or devices in an open display unit unless the unit is located in an area to which access is prohibited by persons under the age of eighteen (18).

(4) It shall be unlawful for a person under the age of eighteen (18) to possess Nicotine Vaporizers, or Liquid Nicotine.

SECTION 12-56 – Signage Requirements for Retailers.

(1) Any retailer or any other establishment that sells Nicotine Vaporizers or Liquid Nicotine shall post a clear and conspicuous sign where such products are sold which substantially states the following:

> "THE SALE OF NICOTINE PRODUCTS OR NICOTINE DISPENSING DEVICES TO PERSONS UNDER THE AGE OF 18 IS AGAINST FLORIDA LAW. PROOF OF AGE IS REQUIRED FOR PURCHASE."

Failure to post this sign shall be deemed a violation of this section.

SECTION 12-57 – Prohibitions and Requirements Regarding Mail Order, Internet, and Remote Sales of Nicotine Vaporizer and Liquid Nicotine.

(1) A person, business, tobacco retailer, or other establishment may not make a delivery sale of Nicotine Vaporizer and Liquid Nicotine to a minor. Each person accepting an order for a delivery sale must comply with the age-verification requirements set forth as follows: A person may not mail, ship, or otherwise deliver Nicotine Vaporizer and Liquid Nicotine in connection with an order for a delivery sale unless, before the delivery to the consumer, the person accepting the order for the delivery sold, obtains from the individual submitting the order a certification that includes:

a. Reliable confirmation that the individual is over the age of eighteen (18); and

b. Makes a good faith effort to verify the information contained in the certification provided by the individual against a commercially available database that may be reasonably relied upon for accurate age information; and

c. Obtains a photocopy or other image of a valid government-issued identification card stating the date of birth or age of the individual.

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Ordinance Adjusting Mobility Fee Calculation Prcedures**

Date: **December 10, 2019**

Background

On April 25, 2016 the Town Council adopted a mobility fee ordinance as an alternative to traffic concurrency to allow for the mitigation of transportation impacts of development that will more equitably fund multimodal mobility improvements rather than only automobile related improvements, as well as encourage better quality development and be more business friendly by providing for a simpler and less time-intensive approval process.

On February 2019 the Town Council approved a new business item instruction staff to assess the performance of the mobility fee since adoption, commission a study to establish new rates, and recommend any changes in language that may improve processes. This ordinance is reflects the changes staff finds necessary in order to improve the process of calculating the trips and assessing the mobility fee.

On December 3 2019 the Planning and Zoning Board, acting as the Local Planning Agency, heard the item and voted to recommend approval on the condition that definitions be added to describe the different uses cited on the Flat Trip Chart.

Recommendation:

Staff recommends approval of the attached ordinance.

Attachments:

Ordinance
Mobility Fee Study by Corradino

ORDINANCE NO. 19- _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO MOBILITY FEES; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE X, "CONCURRENCY REGULATIONS AND MITIGATION OF DEVELOPMENT IMPACTS", DIVISION 2, "MOBILITY FEE"; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, on April 25, 2016 the Town Council adopted a mobility fee ordinance as an alternative to traffic concurrency to allow for the mitigation of transportation impacts of development that will more equitably fund multimodal mobility improvements rather than only automobile related improvements, as well as encourage better quality development and be more business friendly by providing for a simpler and less time-intensive approval process;

WHEREAS, on February 2019 the Town Council approved a new business item instructing staff to assess the performance of the mobility fee since adoption, commission a study to establish new rates, and recommend any changes in language that may improve processes.

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

WHEREAS, on _____, 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.

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

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

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

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

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

Section 2. Adoption of Amendments to Town Code. The Town Council hereby adopts the amendments to Article III, Article X and Article XI of the Town LDC, which are attached hereto as Exhibits A, B and C, respectively, and incorporated herein.[1]

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

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

Section 5. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of Exhibits A, B and C 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.

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

Section 6. Effective date. This Ordinance shall become effective immediately upon its adoption on second reading.

FIRST READING

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

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

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

[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 _____ and upon being put to a vote, the vote was as follows:

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

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

_____
Manny Cid
MAYOR

Attest:

_____
Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A

ARTICLE X. - CONCURRENCY REGULATIONS AND MITIGATION OF DEVELOPMENT IMPACTS

* * * *

DIVISION 2. - MOBILITY FEE

* * * *

Sec. 13-2004. - Timing of calculation and payment of mobility fee due.

(a) All development projects occurring within the incorporated area of the Town shall pay the mobility fee established in this division, except as explicitly otherwise provided for herein. For purposes of this division, the term "development projects" shall include any construction activity, or the establishment of a land use or change of a land use and any activities appurtenant thereto.

(b) Except as otherwise provided in this division, the mobility fee shall be paid directly to the Town prior to the issuance of a building permit or a certificate of use, as applicable, whichever occurs earlier.

(c) Where a development project or change of use requires a conditional use, site plan or plat approval prior to issuance of a building permit, the amount of the mobility fee due may, at the option of the applicant, be calculated and established as part of one of those processes, and such amount when established shall remain in effect ~~u~~ntil the conditional use, site plan or plat approval expires or a full calendar year, whichever comes first, regardless of any changes in the rate per daily trip that may occur in the interim between such approval and the issuance of a building permit or certificate of use, as applicable. However, if such approval is subject to a request for an extension, either administrative or granted by the State of Florida, the mobility fee due shall be reevaluated as part of the extension application and any changes in the rate per daily trip that have occurred in the interim between the original approval and the expiration of the approval (regardless of when the application for extension is submitted) shall be applied.

(d) For development projects involving the subdivision of land into single family or two-family lots, the entire mobility fee due shall be paid prior to issuance of the first building permit in the subdivision, regardless of whether such permit authorizes construction of a residential structure or other structure, such as a club house, guard house or similar common amenity.

(e) For proposed development other than subdivision into single family or two-family lots, the mobility fee due shall be paid prior to issuance of the first building permit that includes authorization to begin work on a structure or paving.

(Ord. No. 16-192, § 2, 4-25-2016)

Sec. 13-2005. - Calculation of mobility fee due.

(a) The mobility fee due for a development project shall be calculated as follows:

(1) The project's net daily person-trip generation, as determined according to the procedures in this section, shall be multiplied by the rate per daily trip established according to the procedures in Section 13-2006.

(2) From the result of Subsection (a)(1), subtract the value of any mobility credits earned according to Section 13-2007. The result is the mobility fee due.

(b) A development project's net daily person-trip generation shall be determined by one of the following methods:

(1) The development project's net daily person-trip shall be calculated by multiplying the number of units of the proposed use by the amount shown in the following Flat Trip Chart:

Residential --- Single Family and Town home (per unit)	9.44
Residential --- Multifamily (per unit)	7.32
Commercial --- Retail (per 1000 sf or portion thereof)	61.64
Commercial --- Restaurant full service (per 1000 sf or portion thereof)	112.18
Commercial --- Restaurant fast food (per 1000 sf or portion thereof)	470.95
Office --- General (per 1000 sf or portion thereof)	9.74
Office --- Medical (per 1000 sf or portion thereof)	34.80
Industrial (per 1000 sf or portion thereof)	1.94

~~(1)~~(2) The greater of either the weekday or weekend trip generation rate of the land use(s) proposed in the development project, ~~minus the pass-by rate,~~ as calculated, signed and sealed by a duly licensed traffic engineer and according to the most current edition of the Trip Generation Manual, published by the Institute for Transportation Engineers (ITE) (hereafter "Trip Generation Manual"). Thereafter, multiply the result by the mean auto occupancy of trips generated by that land use, determined according to Subsection (b)(2). In the event that a development project involves a land use not included in the Trip Generation Manual, the Administrative Official shall calculate the appropriate mobility fee. The Administrative Official shall utilize as a standard in this determination the trip generation rates in the most similar land use category or any other generally accepted standard source of transportation engineering or planning.

~~(2)~~(3) The mean auto occupancy of trips generated for each land use shall be established, and amended from time to time, by resolution of the Town Council. Mean auto occupancy shall be based on the best available data, and shall initially be determined by the October 2000 Southeast Florida Regional Travel Characteristics Study. Upon the publication of more recent, professionally-accepted data and analysis appropriate to establish mean auto occupancy, the Town Council shall amend the mean auto occupancy by land use by resolution.

~~(3)~~(4) Alternative trip generation study.

a. In the event an applicant reasonably believes that the daily trip generation pursuant to Subsection (b)(1) does not reasonably approximate the likely actual trip generation of the proposed development, then the applicant may, prior to issuance of a building permit for such development project, file with the Administrative Official an alternative trip generation study, along with the fee prescribed by Article XI, that seeks to establish an alternative fee. This study shall be based on standard engineering and planning practice, using the Trip Generation Manual as a base. The Administrative Official shall review the alternative calculations and make a determination within 30 days of submittal as to whether such calculation complies with the requirements of this section. Failure to render a decision within 30 days shall be deemed a denial.

b. If the Administrative Official determines that the data, information and assumptions utilized by the applicant to establish an alternative trip generation is more appropriate, then the mobility fee assessed shall be paid based on the alternative methodology.

c. If the Administrative Official determines that the data, information and assumptions utilized by the applicant to establish an alternative trip generation does not demonstrate that it is a more appropriate approximation of the likely actual daily trip generation of the development project, then the Administrative Official shall provide to the applicant written notification of the rejection of the alternative trip generation and the reasons therefore, including notification that the mobility fee as applicable, shall be paid in accordance with the provisions of this division.

d. An applicant who submits a proposed alternative trip generation pursuant to this subsection and desires the issuance of a building permit prior to the resolution of a pending alternative fee shall pay the applicable mobility fee prior to or at the time said applicant desires the building permit. Said payment shall be deemed paid "under protest" and shall not be construed as a waiver of any rights. Any difference in the amount of the fee after resolution of the pending alternative fee shall be refunded to the applicant or owner.

(d) In the event a development project involves a mixed-use project, the Administrative Official shall calculate the mobility fee based upon the sum of each land use category included in the proposed mixed use project~~, and the proportion of the total project represented by each land use category.~~

(e) An applicant may appeal any determination of the Administrative Official under the provisions of this section in accordance with Subsection 13-302(i).

(Ord. No. 16-192, § 2, 4-25-2016)

* * * *

Sec. 13-2007. - Mobility fee credits.

The Town Council finds that certain improvements or actions instituted or committed to as part of a development project tend to partially mitigate the development's impact upon the transportation system, reduce peak hour traffic congestion and/or shift trips from single-occupant vehicle travel to other modes. Therefore, those improvements or actions, when not otherwise required by local, state or federal laws or regulations, may reduce the mobility fee due for a development project, as further set out herein.

(1) A developer wishing to receive a mobility fee credit shall submit an application to the Administrative Official with the fee prescribed in Article XI of the chapter. The application shall set forth what improvements or actions, not otherwise required by local, state or federal laws or regulations, are proposed and what mobility fee credit is due for those improvements or actions; In reviewing the application, the Administrative Official shall follow the procedures for applications as enumerated in Section 13-301. The Administrative Official shall take action on the application by written development order, and may approve, approve with modifications and/or conditions or deny the application. Where the application for a mobility fee credit is submitted in conjunction with another application under this chapter, the Administrative Official may combine the development order under this subsection with that of the other application. Any appeals of the Administrative Official's decision shall be in accordance with Subsection 13-302(i).

(2) The following table sets forth the improvements or actions eligible for a mobility fee credit, and the amount of such credit:

Improvement or Action	Type of Eligible Project	Credit Available (Daily Trips)	Special Requirements
Bicycle parking spaces on-site	All types of development/uses other than single family and two-family projects. However, bicycle parking spaces developed as part of a single family or two family development as part of common areas may, at the discretion of the Administrative Official, be eligible so long as said bicycle parking spaces are accessible to the general public.	One-half trips [trip] per bicycle parking space not located on a site adjacent to a designated greenway. One trips [trip] per bicycle parking space located on a site adjacent to a designated greenway.	All bicycle parking spaces used for mobility fee credit shall be over and above those otherwise required by the LDC or which are provided as part of another incentive program under the LDC. In order to receive mobility fee credits for bicycle parking spaces, said spaces be must accessible to the general public and so located on the site as to encourage bicycle use, as determined by the Administrative Official.
Mixed-Use Development	Projects that include at least two different general types of land uses (i.e. residential, commercial, office and industrial) wherein no one use category exceeds 75 percent of the total floor area.	Up to ten percent of daily trips, at the discretion of the Administrative Official.	Applicants must demonstrate that the mixed use project is so designed to achieve internal trip capture and encouragement of alternative modes. The percent of daily trips credited shall be based on the level

			of mitigation of transportation impacts expected due to the mixed use nature of the development, supported by data and analysis submitted by the applicant.
~~Preferred parking for carpools~~	~~Nonresidential development~~	~~Three trips for preferred carpool parking space, up to ten percent of daily trips.~~	~~Preferred parking for carpools shall be demonstrated to be advantaged over other parking spaces at the facility.~~
Pedestrian throughways and bicycle facilities.	All	Maximum of three percent of daily trips.	Applicant must demonstrate that the proposed pedestrian throughway will contribute to creating a safe, comfortable and convenient pedestrian and bicycle network in Miami Lakes, or will help to complete a designated greenway. Any such facility receiving a mobility fee credit shall be accessible to the general public. One or more easements for public access may be required, at the discretion of the Administrative Official.
Placing parking in the rear	Nonresidential, mixed use and multifamily residential development	Maximum of three percent of daily trips.	The amount of credit given shall be based on the proportion of parking placed in the rear of the building. All parking must be placed in the rear in order to receive the full three percent credit.
~~Flexible work arrangements and/or staggered work arrangements~~	~~Nonresidential development and uses~~	~~Up to five percent of daily trips~~	
~~Employer provided~~	~~Any property or use, other than single family, two-family~~	~~One percent for each~~	~~One transit pass shall equal a Miami-Dade County transit~~

~~transit passes~~	~~and townhouse properties, which has employees on site.~~	~~pass purchased.~~	~~pass that will allow an employee to access the site for work for one year. Employers must demonstrate good faith in encouraging use of transit, and making reasonable scheduling accommodation to account for transit schedules.~~
Developer or employer sponsored transit	Office and industrial development or uses cumulatively accounting for at least 150 employees. More than one employer on a single site or on more than one site that are located within one-quarter mile of a central point may jointly apply to receive this credit.	Up to three and one-half percent of daily trips	The applicant or applicants for developer or employer sponsored transit shall submit a plan to be considered for approval by the Administrative Official.
Dollar-for-Dollar contribution	All projects	At the sole discretion of the Town, an applicant may elect to construct, pay for, or contribute, a qualified capital improvement or right-of-way contribution to a mobility facility in the mobility network in order to satisfy its mobility fee obligation on a dollar-for-dollar basis against the value of said contributed, qualified capital improvement	Qualified capital improvements will include technology improvements that the Town has identified, adopted, and prioritized as part of its strategic planning

~~(3) Mobility fee credits to be received via flexible work arrangements, staggered work schedules, or developer or employer sponsored transit must include, along with the application for mobility fee credits, a detailed plan for how these arrangements will be implemented and, upon approval by the Administrative Official, a declaration of restrictions, in a form acceptable to the Administrative Official and the Town Attorney, shall be executed and recorded by the property owner to ensure continued implementation of the plan.~~

~~(4)~~ (3) Failure to implement construct or maintain any plan or facility pursuant to Subsection (~~3~~ 2) shall be punishable by any lawful means available to the Town, including but not limited to code enforcement proceedings. In addition, any trips previously credited will be due and payable as a mobility fee at the rate in place at the time of failure or removal of facilities that generated the credit.

(Ord. No. 16-192, § 2, 4-25-2016)

MEMORANDUM

2019 Update to Town of Miami Lakes Mobility Fee

Background

The Miami Lakes Mobility Fee was adopted via Ordinance 16-192 on December 1, 2015. Its purpose is to ensure that multimodal transportation infrastructure, necessary to support level of service standards, is in place at the time of development. It also creates a platform for developments to contribute to the funding and implementation of those projects in order to mitigate the developments impact to the multimodal transportation network, as well as fund multimodal mobility enhancements not just automobile related improvements. The mobility fee encourages better quality development and is more business friendly as it provides for an easier approval process.

Per the recommendation of the Alternative to Concurrency Study, the Town Council established a Mobility Fee in lieu of traditional transportation concurrency. Chapter 13 Land Development Code Division 2 Sec. 13-2006 (a) states:

The rate per daily trip, and subsequent amendments thereto, shall be established by the Town Council by resolution, based on the methodology as described in subsection (b) of this section. The rate per daily trip shall be reviewed by the Town Council at least once every three years but may be reviewed more frequently. The initial and each review thereafter shall consider changes to the demand component of the mobility fee equation, changes to the Town's CIE, changes in construction, land acquisition and related costs, changes in historical and projected funding, adjustments to the assumptions and conclusions or findings set forth in the Study.

Analysis

The 2019 Mobility fee update will review the above as required by Ordinance 16-192, as included in the Miami Lakes Land Development Code and other technical aspects of the fee schedule. Changes in growth rates, traffic generation rates, and land use changes will also be documented in this update memorandum. Any updates to the Mobility Fee proposed will continue to support the funding of multi-modal transportation projects within the Town of Miami Lakes. In addition, any changes to the Mobility Fee will only be based on the most current data per Florida Statutes. The Miami Dade County Long Range Transportation Plan 2045 is not complete, as such it will not be referenced in this update.

This memo documents updates to technical aspects of the fee schedule, such as lower anticipated growth rates, changes in transportation revenue programs, and increased costs of providing transportation facilities and services. Some of the specific changes incorporated include:

- Updating traffic generation rates for some land uses to address a newly- released version of the Institute of Transportation Engineers Trip Generation reference
- Proposing Flat Trip Generation Rates for specific use types
- Gas Station/Service Station with Convenience Store Analysis

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- Fast-Casual Restaurant Analysis
- Trip Generation based on vested and committed development projects

Recommendations

Trip characteristics utilized in the Mobility Fee were taken from the Institute of Transportation Engineers' (ITE) Trip Generation reference report 9th Edition. Changes in this report include updated traffic generation rates provided in the 10th Edition Institute of Transportation Engineers' Trip Generation reference, released in late 2017. The changes are listed below:

- 230 Condominium/Townhouse is no longer a land use in the ITE 10th edition
- 231 Mid-Rise Residential with 1st Floor Commercial and 232 High-Rise Residential with 1st Floor Commercial were added as they are in the ITE manual 10th edition
- 492 Racquet Club/Health Club/Spa/Dance Studio and 437 Bowling Alley rates were changed because of the time period in which the rate was taken. In the 9th edition the weekday period was used. However, the 10th edition does not have this time period as an option. The rates for these land uses were taken from the weekday, PM peak hour time period.
- 820 Retail (1,000-50,000 s.f) thru 820 Retail (greater than 500,000 s.f.) is one single land use 820 Shopping Center. The 10th edition land use is incorporated.
- 120 General Heavy Industrial is no longer a land use and there is no alternative in the 10th edition
- 152 High-Cube Warehouse is no longer a land use, 154-157 were added and are included in the 10th edition

Another recommendation is to assess a flat trip rate that is justifiable to apply against acreage and dwelling units. Flat trip rates have now been added as part of the mobility fee update. For the chart below, the trip generation rates for residential land uses are trips/dwelling unit. For commercial, institutional, and industrial, the trip generation rates are per 1000 sq. ft.

Flat Trip Rate for Residential Low Density	**7.23**
Flat Trip Rate for Residential Low-Med Density	**7.32**
Flat Trip Rate for Residential Med Density	**2.87**
Flat Trip Rate for Residential Med-High Density	**0.31**
Flat Trip Rate for Recreational	**78.92**

Flat Trip Rate for Institutional	**7.69**
Flat Trip Rate for Commercial (includes Transient, Office and Retail)	**61.64**
Flat Trip Rate for Industrial	**1.94**

Gas Stations/Convenience Stores

An additional recommendation for the revision to the Mobility Fee Schedule is to the gas stations with convenience stores use. A recent trend is larger convenience markets with more fueling stations. It is recommended that an amendment be made to pass-by trip percentage from 66% to 77% based on FDOT Trip Generation Recommendations for Convenience Markets with Gas Pumps. There has been an increase in the size on convenience stores and number of fueling positions. These new facilities offer additional services, such as car washes, larger markets, fast food restaurants, and the ability to pay at the pump, have changed travel characteristics.

Fast-Casual Restaurant

An emerging trend in the area is the Fast-Casual Restaurant. Including Fast- Casual Restaurant (930) in the Mobility Fee Schedule is another recommendation. A fast-casual restaurant is a sit-down restaurant with no wait staff or table service. Customers typically order off a menu board, pay for food before the food is prepared, and seat themselves. The menu generally contains higher quality made to order food items with fewer frozen or processed ingredients than fast food restaurants. The website tripgeneration.org (accessed on 7/19/2018) provided a database of four studies of Fast- Casual restaurants, yielding an average rate of 179.78 trip- ends per 1,000 s.f. The percent new trips and trip length values from the High- Turnover, Sit- Down restaurant were found to be suitable and were applied to this land use. Miami Lakes is a prime location for the development of fast-casual/food hall type dining. The average vehicle trip rate per 1,000 s.f. is 315.17 based on the 10th Edition Trip Generation Manual.

Trips

Per Ordinance 16-192(b), the rate per daily trip shall be calculated by determining the difference between current development and projected future development levels. The vested and committed projects were reviewed. Based on the total vested and committed projects for 2016-2019 newly approved projects (as compared to when the fee was first adopted), there is an additional 16,684 trips. The following lists trips generated by use:

Total Residential Trips	6,798
Total Multi Use Trips	4,065
Total Commercial Trips	1,443
Total Industrial Trips	310
Total Institutional Trips	934
Total Services Trips	3,134
Total New Trips	16,684

In determining the maximum allowed built capacity, the 2013-2017 ACS housing units (10,397) were subtracted from the FLU maximum allowed built capacity (27,746 d/u), which totaled 17,349 dwelling units. Vested units amount to 1,472. Therefore, there are now 15,876 units of remaining capacity. This is a reduction from the original study from 18,172 housing units, as there are now pending developments.

The total maximum allowed built capacity in acres (taking into consideration the FAR and height) for each land use category is 259 acres for commercial and 528 acres for industrial. There was a reduction in the total maximum allowed built capacity in acres from 555.98 as part of the original study to 528 acres for industrial and from 260 to approximately 259 acres of commercial, due to pending developments within the land use categories. Additionally, 25.09 acres of Commercial and 42.05 acres of Industrial land uses are currently vested. Remaining assessable capacity then, are 234.2 acres for commercial and 485.95 acres for industrial.

As noted previously, there were some changes to the daily weekday person-trip generation due to changes in the Trip Generation Manual 10th Edition. Also, flat trip rates have now been added as part of the mobility fee update.

To keep the fee accurate as time progresses, an annual adjustment based on inflation should be made to the assessments of the remaining transportation projects. This adjustment can come from a variety of sources – the Bureau of Labor Statistics maintains a Consumer Price Index as a benchmark, as does the Florida Department of Transportation, in regards to transportation projects, in the form of a Work program inflation factor; the current model accounts for this change by recommending an annual change rate based on the Florida Department of Transportation's rate, given its closer relationship with transportation infrastructure development. Transportation improvement costs from the Town's Capital Improvements Element (CIE), and other adopted Town transportation mobility plans and policies were computed. Costs were adjusted from the time of their original estimation to account for inflation, according to the "Inflation Factors" published by the Florida Department of Transportation (FDOT).

As the impact fee is contingent on the trips generated versus the infrastructure necessary to support the incoming population, as large scale amendments to the future land use accrue, staff should carefully evaluate and consider amendments to the fee in order retain appropriate levels of justification relative to the changes in the build out model utilized in the designation of the fee. Based on evidence that there was very few large-scale amendments, it has been determined after careful review that no future land use amendments since the adoption of the Mobility Fee have a large enough impact on trips generated versus infrastructure to make any changes to the actual fee structure. However, recommended changes are due to updates in the ITE 10th Edition Manual.

Credits

After a full review of the existing mobility fee credits, minor changes are recommended for the mobility fee credit system. These changes include the considerations for technology improvements enhancing local mobility as desired by the Town, and removal of several existing credit categories.

The Town should continue to issue mobility fee credits to developments with the following types of development for the following improvement types:

- Bicycle Parking Spaces
- Mixed Use Development
- Pedestrian Throughways and Bicycle Facilities
- Rear Parking
- Developer/Employer sponsored Transit

No changes to established ratios within the current code is recommended at this time. It is recommended that the Town, similar to other entities in Florida which are adopting Mobility Fees, continue to utilize the 3-year period as the mandated update to review the fee and associated assumptions.

Due to the difficulties in administration, it is recommended that the Town remove the following fee credits:

- Preferred Parking Carpools
- Flexible/Staggered Work Arrangements
- Employer provided Transit Passes

It is recommended that the Town consider the following additions to the fee system:

- Dollar-for-Dollar contribution – It is recommended that the Town include the following in its consideration for text amendments:

  "At the sole discretion of the Town, an applicant may elect to construct, pay for, or contribute, a qualified capital improvement or right-of-way contribution to a mobility facility in the mobility network in order to satisfy its mobility fee obligation on a dollar-for-dollar basis against the value of said contributed, qualified capital improvement."

  In consideration of application of this ordinance, the Town should indicate that qualified capital improvements will include technology improvements that the Town has identified, adopted, and prioritized as part of its strategic planning.

Exemptions
There are no recommended changes to Sec. 13-2009. Exemptions.

As projects become fully funded, they should be removed from the list of planned infrastructure requiring funding. These projects, once implemented, will thus not be impacted by annual increases based on inflation. As newer development is approved and funding from the impact is assessed, the impact of that development, both in population growth and trips generated, as well as the fees assessed, count towards both ends of the fee's model structure, which is based on cost per trips generated. The application of reduction of both trips and fees assessed keeps the fees model in equation; as long as the fees assessed are based on trips. Only two of the projects listed as Mobility Fee Expenditures are listed on the Existing Transportation Projects list.

- Initiative 1.1.6 Incorporate Greenway Path (0.38 miles) along NW 60th Avenue from NW 154 (Miami Lakes Drive) to NW 138th Street- Phase 1 – Total estimated project cost is $1.3 million. $300,000 Mobility Fee Expenditure

- Initiative 1.9.1 Incorporate Adaptive Signalization along NW 154th - $80,940 Mobility Fee Expenditure

When comparing the mobility fee revenues vs expenditures, mobility fees collected in Fiscal Years 2017 and 2018 amount to $761,271. Expenditures in those same years amount to $751,503. There was a balance of $9,768. Projected revenues for Fiscal Years 2019 and 2020 amount to $1,686,688. This depends on the actual future development permits being processed as proposed. Thus far all mobility funds are accounted for. However, there are a number of transportation projects from the 2014 list that have not been completed. The overall transportation projects list has been updated in order to project cost estimates for the designation of future mobility fees.

Mobility Fee

The following represents the methodology to construct and maintain the impact fee system as well as the recommended update to the actual mobility fee.

1. Determine increase in socio-economic data from base year to target future year (20 years). Determination of this factor is based upon the difference between current development levels and future development levels. To accomplish this, the future land use must be employed and compared to existing development.

	2019
Residential	15,876 dwelling units
Commercial	234.2 acres
Industrial	485.95 acres

It is important to note there was an assumed land use spread when calculating the rate for commercial with 20% transit-oriented development/mixed use, 30% office, and 50% retail.

2. Determine trip generation rates for resulting land use increases from step 1 above using daily trip rates (weekday) from ITE Trip Gen Handbook 9th Edition and Household Survey Model. The updated rates from the ITE Trip Generation Handbook 10th Edition were used as part of this update.

	2019 Trips
Residential	86,557
Commercial	522,329
Industrial	16,525
Total	625,411

However, a proportion of this must be taken to relate to the same timeframe as the existing current projects, as this is for 20 years and the CIP is for 5 years. Growth is not linear, but rather based on existing market conditions – this is a primary reason why the fee must be

adjusted with new assumptions every 3 years. For the current cycle, we expect growth to continue at similar pace as before, with some slowdown due to the amount of existing growth, and assume a slower 10% growth in trips.

Assuming 10% the daily trips generated is:

2019 daily trips
62,541

3. Compute transportation improvement costs from the Town's Capital Improvement Element (CIE), Transportation Master Plan (TMP), the Town's transportation mobility plans, and Unfunded Projects from the MPO's Long Range Transportation Plan (LRTP).

   Using the compiled transportation projects master list (Attachment C), an aggregate cost to complete all the projects can be constructed. In considering the various projects that can be built, it is importation to consider that there are projects which may have funding that is reasonably expected from outside funding sources, including grants. In cases where this funding is reasonably expected, these projects should not be included in the computation costs.

   Rationale: Not Included = Projects fully funded in the MPO's Transportation Improvement Program (TIP) and those from their LRTP where funding is reasonably expected (federal, state, county and other). Included = Projects included in the Town's Transportation Master Plan (TMP) and the Capital Improvement Element (CIE) such as roadway widening, roadway reconstruction, road resurfacing, lighting, traffic signals, roadway drainage, intersection improvements, roadway landscaping, sidewalks, bike paths.

   The costs as noted in the previous report were current at that time. However, as the projects were carried over for multiple years, inflation factors were included using the FDOT Work Program inflation factors.

   Additional projects have been placed in the Town's Master Plan, resulting in a need to adjust the fee.

2014	2019
$12,549,293	$35,170,229

For the 2019 numbers, it should be noted that $1,114,086 has been previously collected for local improvements. In addition, the Town is slated to receive $9,096,994 in grants. The remaining $ 24,959,149 are unvested and unfunded items the Town intends to assess as part of the mobility fee. $ 12,479,575 of the projects should be assessed to implement the new multimodal facilities to mitigate future impact of trips.

In addition, the Town's recently adopted SMART Technology Implementation Plan 2020-2035 contains $15,194,500 of projects for implementation, of which $14,309,500 is eligible as mobility-based projects. Given the timeframe and adopted strategic action items, the combination of master plan and technology implementation plan is $26,789,075.

4. Compute Total Cost per Daily Trip
   For the purposes of this calculation, we are utilizing the Total cost per daily trip as indicated by the expected daily trips based on the designated build out, as this is a more accurate representation of expected development in the time period.

   Total cost per daily trip = Total Cost/daily trips generated

2014 Total Cost per daily trip	2019 Total Cost per daily trip
$160.00 per trip	$428.34 per trip

   The per fee trip has increased due to a change in the number of trips resulting from the update of the ITE Trip Generation Manual and due to the increase in the cost and number of transportation projects, which added approximately $2.7 million in additional costs. The latter factor is the primary factor in the increase. As stated previously, the 9th Edition was used for the previous study.

5. Add 5% administrative costs.

   Total Per Trip Fee $449.76.

In summary, costs were updated to take into account inflation, updates to the Town's TMP, CIE, and the MPO's LRTP, and newly approved developments.

Operational improvements:

During the course of the study, it was indicated that certain land use categories have higher than average fees due to the potential for high trip calculations. In those cases, it is recommended that the Town utilize a pass-through factor mutually agreed upon by both the Town and the applicant to reduce the number of trips in unique cases. Pass through rates are provided within the ITE Trip Generation Manual, 10th Edition, and have been updated from the prior 9th Edition Manual.

Further, the current ordinance provides that Council may, at its discretion, agree to lower the fee assessment on a case by case basis. It is recommended that the Town continue to keep this provision of the ordinance and exercise as needed in unique cases such as with the above.

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Eight-foot fence**

Date: **December 10, 2019**

Background

On September 10 2019 Mayor Cid introduced a new business item instructing staff to prepare an ordinance for consideration by the Town Council allowing for fences eight feet in height wherever a single family home abuts a different use.

On October 23 2019 the Planning and Zoning Board in their capacity as the Local Planning Board Considered the item as proposed and recomended amending the proposed ordinance to include additional language allowing hedges up to 8 feet in height in all interior side or rear single family property lines that do not abut a water way or are located in the required front yard.

On November 12, 2019 the Town Council heard the item on first reading and voted to approve the ordinance.

Recommendation:

Staff recommends adding language regarding hedge height as advised by the Local Planning Agency and approval of the attached ordinance.

Attachments:

Ordinance
Staff Report

ORDINANCE NO. 19- _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO PERMITTED FENCE HEIGHTS FOR SINGLE-FAMILY AND TWO-FAMILY BUILDINGS; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE V, "ALLOWABLE ENCROACHMENTS INTO THE REQUIRED YARDS AND EXCEPTIONS TO THE MAXIMUM PERMITTED HEIGHTS", AT SECTION 13-1509, "FENCES, WALLS AND GATES,"; 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, Objective 1.2 of the Town's Comprehensive Plan states that the Town shall maintain an effective and efficient Land Development Code (LDC); and

WHEREAS, the Town Council desires to modify allowed fence and wall heights on single-family and two-family residences where an abutting property includes a more intensive use; and

WHEREAS, on October 23, 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 _____, the Town Council at a duly noticed public hearing, moved the item on First Reading; and

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

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

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

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

Section 2. **Amendment.** Section 13-1509, of the Town's Land Development Code is hereby amended as provided at Exhibit A:

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

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

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

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

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

FIRST READING

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

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

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

[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 _____ and upon being put to a vote, the vote was as follows:

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

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

_____
Manny Cid
MAYOR

Attest:

_____
Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT A

ORDINANCE

Chapter 13 - LAND DEVELOPMENT CODE

* * *

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

* * *

Sec. 13-1509. - Fences, walls and gates.

* * *

(b) This Subsection (b) applies to single-family and two-family residences.

* * *

(2) *Height.*

a. Where permitted, the maximum height of all fences, walls or decorative columns located within a required yard shall be six feet. Decorative open see-through type gates and decorative columns that are not more than 16 inches wide and spaced a minimum of eight feet apart, shall be permitted to exceed the maximum permitted height of the wall by 18 inches.

b. Height between different districts. Where an RU District abuts another district, a fence or wall on the RU property may be erected or maintained on the common property line at the height permitted in the abutting district.

(c) *Height where residential use abuts a differing use*. Wherever any portion of a residential use rear or interior side property line abuts either a commercial, office, industrial use or multifamily residential use, a masonry wall, opaque fence or hedge of up to eight feet in height shall be permitted.

(d) *Height in AU and GU Districts.* In AU and GU Districts, the height of any fence, wall or hedge shall not exceed six feet when located within the required front or side street setback areas; at other points in such districts, fences, walls or hedges shall not exceed eight feet in height. The Director may authorize hedges of a greater height for windbreaks for groves when necessary to protect same.

(e) *Height in BU and IU Districts.* In the BU and IU Districts, the height of any wire fence shall not exceed eight feet when located within the required front or side street setback areas; when

located between the building line and other property lines, not to exceed eight feet in height. Walls and hedges, when located within the required front and side street setback areas shall not exceed four feet in height; when located between the building line and other property lines, walls and hedges shall not exceed eight feet in height.

(f) *IU Districts, fence in lieu of wall.* In IU Districts, a wire fence shall be permitted in lieu of a masonry wall as required in the Industrial Districts under the following conditions:

(1) That the property concerned is zoned industrial and the adjacent property, either abutting on or across the street from where the fence is to be erected is zoned industrial.

(2) The storage within such fences be limited to vehicles, equipment and new materials.

(3) That all required parking be excluded from the fenced-in area, unless otherwise approved by the Director.

(4) Where abutting property is other than industrial, or where the property on the street opposite the industrial site concerned is zoned other than industrial, a concrete wall will be erected as otherwise provided for in this chapter.

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Staff Analysis and Recommendation

To: **Honorable Mayor and Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Eight-foot fences**

Date: **December 10, 2019**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATING TO PERMITTED FENCE HEIGHTS FOR SINGLE-FAMILY AND TWO-FAMILY BUILDINGS; AMENDING CHAPTER 13, "LAND DEVELOPMENT CODE", AT ARTICLE V, "ALLOWABLE ENCROACHMENTS INTO THE REQUIRED YARDS AND EXCEPTIONS TO THE MAXIMUM PERMITTED HEIGHTS", AT SECTION 13-1509, "FENCES, WALLS AND GATES,"; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Cid)

A. BACKGROUND

On September 10, 2019 Mayor Cid introduced a new business item instructing staff to prepare an ordinance for consideration by the Town Council allowing for fences eight feet in height wherever a single family home abuts a different use.

On October 23 2019 the Planning and Zoning Board in their capacity as the Local Planning Board Considered the item as proposed and recommended amending the proposed ordinance to include additional language allowing hedges up to 8 feet in height in all interior side or rear single family property lines that do not abut a water way or are located in the required front yard.

On November 12, 2019 the Town Council heard the item on first reading and voted to approve the ordinance.

B. PROPOSED CHANGES

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

Sec. 13-1509. - Fences, walls and gates. Language was added and amended to allow walls and fences up to eight feet in height wherever single-family homes abut a property with a different use.

C. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance amending Section 13-1509 as it relates to height of walls and fences.

E. ANALYSIS

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

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

Analysis: See Sections "A", Background; and "B", Proposed Changes, of this report. the proposal has no impact on levels of service or concurrency management programs.

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 proposed ordinance seeks to clarify and extend existing regulations regarding walls and fences in residential districts. The proposed amendment does not conflict with any of the Town's existing provisions.

Finding: Complies.

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

Analysis See Sections "A", Background; and "B", Proposed Changes, of this report. The existing regulations allow for six-foot fences along interior side and rear property lines and eight-foot hedges wherever a single-story home abuts a two-story home. Single-family homes that abut multifamily, commercial, or industrial uses, have the option to erect eight-foot hedges, but not walls or fences. Under some conditions, hedges are insufficient as a barrier as they fail to block smells and noise.

Finding: Complies.

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

Analysis: See Sections "A", Background; and "B", Proposed Changes, of this report. The proposed amendment seeks to remedy existing de-facto incompatibilities between adjoining land uses of different natures.

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, of this report. Single family properties that share property lines with more intensive uses can have their property values adversely affected if proper barriers are not allowed by the Town Code. As such, the proposed ordinance is in the interest of the general welfare of the Town and its residents.

Finding: Complies.

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

Analysis: See Sections "A", Background; and "B", Proposed Changes; and Criteria 1, 2, 4, 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 1, 2, 4, 6, and 7 of this report.

Finding: Complies.

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

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

Finding: As determined by the Town Council.

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Senior Village Site Plan Amendment**

Date: **December 10, 2019**

Background

On June 6 2017 the Town Council approved Resolution 17-1455, a site plan application by The Graham Companies for the project known as "The Residences at Governor Square" or the Senior Village, located on the west side of Commerce Way and NW 146th street. The conditions of approval for the siteplan include, among others, requirements that an Asisted Living Facility be developed concurrently with the residential portion. In addition, the Graham Companies proffered a Declaration of restrictions dealing with particular provisions as to age of residents date of occupancy and other specifications dealing with the operations of the residential portion of the project, as well as a Memorandum of Understanding proferring the donation of both land and shell structure for a Senior Center to be run and operated by the Town of Miami Lakes

On the same June 6 2017 hearing, the Town Council heard and approved and application by Miami Jewish Health Systems for a site plan, conditional use and parking variance for the development, construction and operation of the Asisted Living Facility required by the conditions of Resolution 17-1455.

Miami Jewish Health Systems has since withdrawn from the project and The Graham Companies have began to search for a new operator for the ALF. The search process is burdened by the fact that the resolution repeatedly refers to Miami Jewish Health Center as the developer and operator of the Asisted Living Facility component of the project. In addition, the residential portion of the project will be ready to begin construction shortly, while any new operator for the ALF will need to get through the siteplan and conditional use approval process.

The application before the Town Council requests the removal of Miami Jewish Health Systems as operator of the ALF, as well as removal of the requirement that both projects be developed simultaneously.

Recommendation:

Staff recommends consideration of the attached resolution.

Resolution
Letter of Intent
RES 17-1455
Ord. 17-206

RESOLUTION NO. 19-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PERTAINING TO A REQUEST IN ACCORDANCE WITH SECTION 13-304 OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR AN AMENDMENT TO A SITE PLAN APPROVAL AS PROVIDED AT EXHIBIT "A"; FOR THE PROPERTY LCOATED ON THE WEST SIDE OF COMMERCE WAY AND N.W. 146TH STREET, AS MORE PARTICULARLY DESCRIBED AT EXHIBIT "B", BEARING FOLIO NO. 32-2022-008-0010; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR VIOLATION OF CONDITIONS, PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On June 6th, 2017 the Town Council via resolution RES 17-1455 issued a development order for a site plan entitled "The Residences at Governor's Square", dated stamped received May 9, 2017, consisting of 64 sheets, as prepared by Roger Fry and Associates; and

WHEREAS, at the time of site plan approval the Applicant proffered a Declaration of Restrictions as part of the application request, that among other items, addresses residency age restrictions, date of occupancy, and term of agreement; and has provided a Letter of Mutual Understanding regarding coordination for use of on-site amenities for senior recreational programing, all of which are incorporated into Staff's analysis and recommendation; and

WHEREAS, said Development Order included references to Miami Jewish Health Systems Assisted Living Facility to be developed on a nearby parcel simultaneously; and,

WHEREAS, Miami Jewish Systems has since withdrawn from the project, and the Residences at Governor Square is actively searching and negotiating with alternative developers and operators for the Assisted Living Facility; and

WHEREAS, in accordance with Section 13-309 of the Town LDC, proper notice was mailed to the appropriate property owners of record, notice was posted at the property, and the duly advertised in the newspaper; for a quasi-judicial public hearing on the amendment to the Site Plan as noticed for Tuesday, December 10, 2019, at 6:30 P.M. at Town Hall, 6601

Main Street, Miami Lakes, Florida; and all interested parties had the opportunity to address their comments to the Town Council; and

WHEREAS, the Town Council now desires to conditionally approve the Applicant's Site Plan amendment request.

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

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

Section 2. Findings. In consideration of all the submitted evidenced, both verbal and written, as provided at the June 6, 2017 quasi-judicial hearing, the Town Council finds, in accordance with Section 13-304(h), that the Application conditionally meets the criteria for Site Plan Approval which are as follows:

(1) In what respects the plan is or is not consistent with the Comprehensive Plan, the purpose and intent of the zoning district in which it is located and any design or planning studies adopted by the Town Council that include recommendations applicable to the design of the site under review.

(2) In what respects the plan is or is not in conformance with all applicable regulations of the zoning district in which it is located.

(3) In what respects the plan is or is not in conformance with the Town requirements including the design and construction of streets, utility facilities and other essential services.

(4) In what respects the plan is or is not consistent with good design standards in respect to all external relationships including but not limited to:

a. Relationship to adjoining properties, including the arrangement of buildings and landscape to produce spatial relationships that are compatible with, and complementary to, the development and zoning in adjoining areas.

b. Internal and external circulation, including vehicular, bicycle and pedestrian. Circulation systems shall serve the needs of the development and be compatible with, and functionally integrate with, circulation systems outside the development. Vehicular traffic from non-residential development shall be routed so as to minimize impact on residential development. Disposition of open space, use of screening or buffering where appropriate to provide a logical transition to existing, permitted or planned uses on adjoining properties.

d. Landscaping that enhances architectural features, strengthens vista and important axes, provides shade, blocks noise generated by major roadways and intense-use areas and, to the maximum extent practicable, preserves existing trees on-site.

e. Appropriate scale of proposed structures to be compatible with and complementary to existing, permitted or planned uses on adjoining properties and in the immediate area.

f. All outdoor lighting, signs or permanent outdoor advertising or identification features shall be designed as an integral part of and be harmonious with building design and the surrounding landscape.

g. Service areas which may be provided shall be screened and so located as not to be visible from the public right-of-way and other properties.

h. Design of the site shall ensure adequate access for emergency vehicles and personnel.

1. Design of the site shall utilize strategies to provide for the conservation of energy and natural resources, including water.

(5) In what respects the plan is or is not in conformance with the Town Policy in respect to sufficiency of ownership, guarantee for completion of all required improvements and the guarantee for continued maintenance.

Section 3. Approval of Site Plan Amendment. Pursuant to Section 13-304, the proposed Site Plan entitled "The Residences at Governor's Square", dated stamped received May 9, 2017, consisting of 64 sheets, as prepared by Roger Fry and Associates, for property located on the west of side Commerce Way and NW 146th Street, bearing Miami-Dade Tax Folio No. 32-2022-068-0010, is hereby amended as per Exhibit A:

Section4. Violation of Conditions. Failure to adhere to the terms and conditions of this Resolution shall be considered a violation of the Town LDC and persons found violating the conditions shall be subject to the penalties prescribed by the Town LDC, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town LDC before it may commence operation, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town LDC.

Section 5. Appeal. In accordance with Section 13-310 of the Town LDC, the Applicant, or any affected party may seek review of development orders of the Town Council

by the filing of an appeal or writ of certiorari in the appropriate court as prescribed in the Florida Rules of Appellate Procedure.

Section 6. Final Order.

This is a Final Order.

Section 7. Effective Date. This Resolution shall become effective immediately upon adoption hereof.

PASSED AND ADOPTED this _____day of December, 2019.

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

FINAL VOTE AT ADOPTION

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

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

_____
Manny Cid
MAYOR

Attest:

_____
Gina Inguanzo
TOWN CLERK

Approved as to Form and Legal Sufficiency:

_____

Raul Gastesi
TOWN ATTORNEY

This Resolution was filed in the Office of the Town Clerk on this ____ day of _____, 2019.

_____

Gina Inguanzo
Town Clerk

EXHIBIT A

RES 17-1455

* * * *

Section 3. Approval of Site Plan. Pursuant to Section 13-304(h), the proposed Site Plan entitled "The Residences at Governor's Square", dated stamped received May 9, 2017, consisting of 64 sheets, as prepared by Roger Fry and Associates, a copy of the Site Plan (the "Site Plan") being attached hereto as Exhibit "A"; for property located on the west of side Commerce Way and NW 146th Street, bearing Miami-Dade Tax Folio Nos. 32-2022-008-0013, 32-2022-001-0220, and 32-2022-001-0230, as more particularly described on the survey at Exhibit "B" ("Property"), and containing approximately 9.445 +/- acres of land, is hereby Approved with the following conditions:

1. That the following Zoning Hearing companion items be approved:
   a. FLUM amendment of the property described at Exhibit "B" of the Resolution from Industrial Office to Medium High Residential; and
   b. Rezoning of the property described at Exhibit "B" of the Resolution from IU-C, Industrial Office – Conditional to RM-36; and
   c. Plat for entire 19.5 acre site; and
   d. ~~Miami Jewish Health Systems conditional use and site plan~~.
2. Issuance of permits for the 220 unit Senior Housing Village adult community and the Miami Jewish Health Systems facility within two (2) years of this approval. Completion of construction of both projects to final certificate of occupancy within five (5) years of this approval. Failure to achieve permits or certificate of occupancy as prescribed herein shall subject the property to rezoning to its prior district and re-designation to its prior FLUM designation Industrial Office designation. One (1) extension may be granted administratively for a period not to exceed 180 days. All other extensions may be granted by the Town Council upon of showing of good cause, at an advertised quasi-judicial public hearing.

3. All permits be issued for the projects described in Condition 1 prior to the expiration of any existing vested transportation concurrency rights. Should existing transportation concurrency vesting expire, any permitting for this property shall be subject to mobility fees.
4. As provided in the Applicant's Letter of Intent and as attached to their application, they proffer a voluntary covenant regarding the occupancy of the 220 unit Senior Housing Village adult community as follows:
   a. Each occupied unit shall have at least one individual aged 62 years or older; and
   b. Except as may be required by Federal and State Law, or as recommended by Fair Housing guidelines, no units shall be occupied by anyone under the age of 19; and
   c. Occupancy of the development shall not occur sooner than January 1, 2020; and
   d. If three (3) years after January 1st, 2020 or three years after issuance of a certificate of occupancy, whichever comes last, the vacancy rate of the apartment falls 5 percent below the average vacancy rate of other similar residential rental properties within the Town owned by The Graham Companies and/or its affiliates, then each occupied unit shall have at least one person 55 years of age or older; and
   e. The term of the Declaration of Restrictions shall expire in 30 years with three (3), ten (10) year automatic renewals thereafter; and
   f. The term of the covenant shall expire in 30 years with three (3), ten (10) year automatic renewals thereafter.
5. As provided in the Applicant's Letter of Intent attached to their application, they proffer and shall donate 1.3 acres of land, to include the completion of an approximate 6,000 square foot building with completed exterior finishes, in fulfillment of the 'small park' concurrency requirement, prior to the issuance of any certificate of occupancy issued to the property described at Exhibit "C" of the Resolution.
6. The Applicant shall pay a 'large park' concurrency impact fee to the Town, to be calculated at the time of permitting, pursuant to Chapter 33H of the Miami-Dade County Code of ordinances, or donate a minimum of 1.51 acres of land to contribute to a large park, with said impact fee/donation to be tendered prior to the issuance of any building permit issued to the property described at Exhibit "B" of the Resolution.
7. As provided in the Applicant's Letter of Intent attached to their application, they shall coordinate with the Town regarding programming/scheduling of the swimming pool/gym amenity to be constructed on the property identified at Exhibit "B" of the Resolution.

8. As provided in the Applicant's Letter of Mutual Understanding dated May 22nd, 2017, that the Town and the Applicant work together in coordination of use of the available amenities available at the development.
9. Notwithstanding Condition 2 above, the ordinance shall not become effective earlier than 31 days after approval on second reading by the Town Council, or if challenged, when the state Land Planning Agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.
10. A construction staging plan shall be submitted at time of permitting to Town's Building Department for its review. No building permit shall be issued until the construction staging plan is deemed acceptable by the Town's Building Official. The plan shall provide for the construction of perimeter fencing in advance of the issuance of any other structural permits associated with the site. The plan shall at a minimum address staging of equipment, deliveries, site access, temporary construction trailers, mitigation of dust, phasing of development, and any other requirement deemed appropriate by the Building Official to mitigate any unintended impacts to adjacent properties that may be caused by the associated construction activity.
11. Compliance with all other applicable laws not specifically identified herein.
12. All cost recovery fees associated with this request that are owed to the Town be paid in full.

EXHIBIT B

SURVEY

EXHIBIT C

PARK PROPERTY

GRAHAM COMPANIES
6843 Main Street • Miami Lakes, Florida 33014 • 305-821-1130 • www.miamilakes.com

October 8, 2019

Ms. Susana Alonso
Town Planner
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
Delivered by email

Dear Ms. Alonso,

We kindly request an amendment to Resolution No. 17-1455 approving the site plan for "The Residences at Governor's Square". In particular, in Section 3 No. 2, the resolution required the issuance of permits for the Miami Jewish Health Systems ("MJHS") facility as well as completion of construction of the Miami Jewish Health Systems facility within certain designated timeframes. As you are aware, Miami Jewish is not proceeding with their project in Miami Lakes and therefore these conditions cannot be met as prescribed in the resolution.

We ask that the amended resolution be silent on the requirements on the parcel that was previously contemplated for development by MJHS so that The Graham Companies ("TGC") may proceed with development and construction of the senior community center and the 220-unit age-restricted adult community. TGC has been in serious and extensive discussions over the past 10 months with numerous providers of senior housing and it has become evident that this revision will be necessary in order to attract a well-respected and well-funded operator to provide the assisted living component of the senior village.

TGC is very much committed to the original vision of developing a world class senior living village in Miami Lakes and to that end, is willing to proffer a covenant to be placed on the land where MJHS was going to build their facility that will limit uses on that parcel to senior independent living, assisted living, memory care, skilled nursing and other services that are primarily geared towards serving the elderly community in Miami Lakes. Site plan and conditional use approvals on the site will require approval by the Town Council.

I look forward to your expedited response and hope that we can get the amended resolution approved at the November hearing.

Sincerely,

Luis O. Martinez
Senior Executive Vice President

RESOLUTION NO. 17-1455

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PERTAINING TO A REQUEST IN ACCORDANCE WITH SECTION 13-304(h) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR A SITE PLAN APPROVAL AS PROVIDED AT EXHIBIT "A"; FOR THE PROPERTY LOCATED ON THE WEST SIDE OF COMMERCE WAY AND N.W. 146TH STREET, AS MORE PARTICULARLY DESCRIBED AT EXHIBIT "B", BEARING FOLIO NOS. 32-2022-008-0013, 32-2022-001-0220, AND 32-2022-001-0230; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR VIOLATION OF CONDITIONS, PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Subsection 13-304 of the Town of Miami Lakes ("Town") Land Development Code ("LDC"), The Graham Companies (the "Applicant") applied to the Town for approval of a Site Plan, entitled "The Residences at Governor's Square", dated stamped received May 9, 2017, consisting of 64 sheets, as prepared by Roger Fry and Associates, a copy of the Site Plan (the "Site Plan") being attached hereto as Exhibit "A"; for property located on the west of side Commerce Way and NW 146th Street, bearing Miami-Dade Tax Folio Nos. 32-2022-008-0013, 32-2022-001-0220, and 32-2022-001-0230, as more particularly described on the survey at Exhibit "B" ("Property"), and containing approximately 9.445 +/- acres of land; and

WHEREAS, the Applicant has proffered a Declaration of Restrictions as part of the application request, that among other items, addresses residency age restrictions, date of occupancy, and term of agreement; and has provided a Letter of Mutual Understanding regarding coordination for use of on-site amenities for senior recreational programing, all of which are incorporated into Staff's analysis and recommendation; and

WHEREAS, in accordance with Section 13-309 of the Town LDC, proper notice was mailed to the appropriate property owners of record, notice was posted at the property, and the duly advertised in the newspaper; for a quasi-judicial public hearing on the Variance

Requests and Site Plan as noticed for Tuesday, June 6, 2017, at 6:30 P.M. at Town Hall, 6601 Main Street, Miami Lakes, Florida; and all interested parties had the opportunity to address their comments to the Town Council; and

WHEREAS, on June 6th, 2017, at the properly noticed quasi-judicial hearing held by the Town Council of the Town of Miami Lakes, after hearing testimony from staff, the applicant, the public, and other testimony, both verbal, and written, as incorporated herein by reference, the Town Council determined that the submitted site plan conditionally meets the criteria of section 13-304(h) for approval; and

WHEREAS, the Town Council now desires to conditionally approve the Applicant's Site Plan request.

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

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

Section 2. Findings. In consideration of all the submitted evidenced, both verbal and written, as provided at the June 6, 2017 quasi-judicial hearing, the Town Council finds, in accordance with Section 13-304(h), that the Application conditionally meets the criteria for Site Plan Approval which are as follows:

(1) In what respects the plan is or is not consistent with the Comprehensive Plan, the purpose and intent of the zoning district in which it is located and any design or planning studies adopted by the Town Council that include recommendations applicable to the design of the site under review.

(2) In what respects the plan is or is not in conformance with all applicable regulations of the zoning district in which it is located.

(3) In what respects the plan is or is not in conformance with the Town requirements including the design and construction of streets, utility facilities and other essential services.

(4) In what respects the plan is or is not consistent with good design standards in respect to all external relationships including but not limited to:

a. Relationship to adjoining properties, including the arrangement of

buildings and landscape to produce spatial relationships that are compatible with, and complementary to, the development and zoning in adjoining areas.

b. Internal and external circulation, including vehicular, bicycle and pedestrian. Circulation systems shall serve the needs of the development and be compatible with, and functionally integrate with, circulation systems outside the development. Vehicular traffic from non-residential development shall be routed so as to minimize impact on residential development. Disposition of open space, use of screening or buffering where appropriate to provide a logical transition to existing, permitted or planned uses on adjoining properties.

d. Landscaping that enhances architectural features, strengthens vista and important axes, provides shade, blocks noise generated by major roadways and intense-use areas and, to the maximum extent practicable, preserves existing trees on-site.

e. Appropriate scale of proposed structures to be compatible with and complementary to existing, permitted or planned uses on adjoining properties and in the immediate area.

f. All outdoor lighting, signs or permanent outdoor advertising or identification features shall be designed as an integral part of and be harmonious with building design and the surrounding landscape.

g. Service areas which may be provided shall be screened and so located as not to be visible from the public right-of-way and other properties.

h. Design of the site shall ensure adequate access for emergency vehicles and personnel.

1. Design of the site shall utilize strategies to provide for the conservation of energy and natural resources, including water.

(5) In what respects the plan is or is not in conformance with the Town Policy in respect to sufficiency of ownership, guarantee for completion of all required improvements and the guarantee for continued maintenance.

Section 3. Approval of Site Plan. Pursuant to Section 13-304(h), the proposed Site Plan entitled "The Residences at Governor's Square", dated stamped received May 9, 2017, consisting of 64 sheets, as prepared by Roger Fry and Associates, a copy of the Site Plan (the "Site Plan") being attached hereto as Exhibit "A"; for property located on the west of side Commerce Way and NW 146th Street, bearing Miami-Dade Tax Folio Nos. 32-2022-008-0013, 32-2022-001-0220, and 32-2022-001-0230, as more particularly described on the survey at Exhibit "B" ("Property"), and containing approximately 9.445 +/- acres of land, is hereby Approved with the following conditions:

1. That the following Zoning Hearing companion items be approved:
   a. FLUM amendment of the property described at Exhibit "B" of the Resolution from Industrial Office to Medium High Residential; and
   b. Rezoning of the property described at Exhibit "B" of the Resolution from IU-C, Industrial Office – Conditional to RM-36; and
   c. Plat for entire 19.5 acre site; and
   d. Miami Jewish Health Systems conditional use and site plan.
2. Issuance of permits for the 220 unit Senior Housing Village adult community and the Miami Jewish Health Systems facility within two (2) years of this approval. Completion of construction of both projects to final certificate of occupancy within five (5) years of this approval. Failure to achieve permits or certificate of occupancy as prescribed herein shall subject the property to rezoning to its prior district and re-designation to its prior FLUM designation Industrial Office designation. One (1) extension may be granted administratively for a period not to exceed 180 days. All other extensions may be granted by the Town Council upon of showing of good cause, at an advertised quasi-judicial public hearing.
3. All permits be issued for the projects described in Condition 1 prior to the expiration of any existing vested transportation concurrency rights. Should existing transportation concurrency vesting expire, any permitting for this property shall be subject to mobility fees.
4. As provided in the Applicant's Letter of Intent and as attached to their application, they proffer a voluntary covenant regarding the occupancy of the 220 unit Senior Housing Village adult community as follows:
   a. Each occupied unit shall have at least one individual aged 62 years or older; and
   b. Except as may be required by Federal and State Law, or as recommended by Fair Housing guidelines, no units shall be occupied by anyone under the age of 19; and
   c. Occupancy of the development shall not occur sooner than January 1, 2020; and
   d. If three (3) years after January 1st, 2020 or three years after issuance of a certificate of occupancy, whichever comes last, the vacancy rate of the apartment falls 5 percent below the average vacancy rate of other similar residential rental properties within the Town owned by The Graham Companies and/or its affiliates, then each occupied unit shall have at least one person 55 years of age or older; and
   e. The term of the Declaration of Restrictions shall expire in 30 years with three (3), ten (10) year automatic renewals thereafter; and
   f. The term of the covenant shall expire in 30 years with three (3), ten (10) year automatic renewals thereafter.
5. As provided in the Applicant's Letter of Intent attached to their application, they proffer and shall donate 1.3 acres of land, to include the completion of an approximate 6,000 square foot building with completed exterior finishes, in fulfillment of the 'small park' concurrency requirement, prior to the issuance of any certificate of occupancy issued to the property described at Exhibit "C" of the Resolution.
6. The Applicant shall pay a 'large park' concurrency impact fee to the Town, to be calculated at the time of permitting, pursuant to Chapter 33H of the Miami-Dade County Code of ordinances, or donate a minimum of 1.51 acres of land to contribute to a large park, with said impact fee/donation to be tendered prior to the issuance of any building permit issued to the property described at Exhibit "B" of the Resolution.

7. As provided in the Applicant's Letter of Intent attached to their application, they shall coordinate with the Town regarding programming/scheduling of the swimming pool/gym amenity to be constructed on the property identified at Exhibit "B" of the Resolution.
8. As provided in the Applicant's Letter of Mutual Understanding dated May 22nd, 2017, that the Town and the Applicant work together in coordination of use of the available amenities available at the development.
9. Notwithstanding Condition 2 above, the ordinance shall not become effective earlier than 31 days after approval on second reading by the Town Council, or if challenged, when the state Land Planning Agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.
10. A construction staging plan shall be submitted at time of permitting to Town's Building Department for its review. No building permit shall be issued until the construction staging plan is deemed acceptable by the Town's Building Official. The plan shall provide for the construction of perimeter fencing in advance of the issuance of any other structural permits associated with the site. The plan shall at a minimum address staging of equipment, deliveries, site access, temporary construction trailers, mitigation of dust, phasing of development, and any other requirement deemed appropriate by the Building Official to mitigate any unintended impacts to adjacent properties that may be caused by the associated construction activity.
11. Compliance with all other applicable laws not specifically identified herein.
12. All cost recovery fees associated with this request that are owed to the Town be paid in full.

Section4. Violation of Conditions. Failure to adhere to the terms and conditions of this Resolution shall be considered a violation of the Town LDC and persons found violating the conditions shall be subject to the penalties prescribed by the Town LDC, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town LDC before it may commence operation, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town LDC.

Section 5. Appeal. In accordance with Section 13-310 of the Town LDC, the Applicant, or any affected party may seek review of development orders of the Town Council by the filing of an appeal or writ of certiorari in the appropriate court as prescribed in the Florida Rules of Appellate Procedure.

Section 6. Final Order.

This is a Final Order.

Section 7. Effective Date. This Resolution shall become effective immediately upon adoption hereof.

PASSED AND ADOPTED this 6th day of June, 2017.

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

FINAL VOTE AT ADOPTION

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

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to Form and Legal Sufficiency:

Raul Gastesi
TOWN ATTORNEY

This Resolution was filed in the Office of the Town Clerk on this 9th day of June, 2017.

Gina Inguanzo
Town Clerk

EXHIBIT A

SITE PLAN

EXHIBIT B

SURVEY

EXHIBIT C

PARK PROPERTY

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Mobility Fee Rate per Daily Trip**

Date: **December 10, 2019**

Background:

On April 25, 2016 the Town Council adopted a mobility fee ordinance as an alternative to traffic concurrency to allow for the mitigation of transportation impacts of development that will more equitably fund multimodal mobility improvements rather than only automobile related improvements, as well as encourage better quality development and be more business friendly by providing for a simpler and less time-intensive approval process. Trip. The ordinance provided for the establishment by Resolution of the Rate per Daily Trip, and for the periodic reevaluation of said rate.

On February 2019, the Town Council approved a new business item instructing staff to assess the performance of the mobility fee since adoption, commission a study to establish new rates, and recommend any changes in language that may improve processes. A study was commissioned according to the methodology established by the code. The study by Corradino and Associates, see attached, reaches the conclusion that the appropriate rate per daily trip at this time is $449.76.

Recommendation:

Staff recommends approval of the attached ordinance establishing the rate per daily trip as $449.76.

Attachments:

Resolution
Corradino Mobilty Fee Report

RESOLUTION NO. 19- _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ESTABLISHING THE RATE PER DAILY TRIP UNDER THE TOWN OF MIAMI LAKES MOBILITY FEE ORDINANCE; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council has adopted Ordinance No. 16-192, known as the "Town of Miami Lakes Mobility Fee Ordinance"; and

WHEREAS, the Town of Miami Lakes Mobility Fee Ordinance requires that the Town Council establish the "rate per daily trip" by resolution; and

WHEREAS, the Town Council finds that the method for determining the rate per daily trip in accordance with the Town of Miami Lakes Mobility Fee Ordinance results in a rate per daily trip of $449.76.

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

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

Section 2. Establishing "Rate Per Daily Trip." The Town Council of the Town of Miami Lakes hereby establishes the "rate per daily trip" under the Town of Miami Lakes Mobility Fee Ordinance as $449.76 per daily person-trip.

Section 3. Implementation. The Town Manager and/or his/her designee is authorized to take all actions necessary to implement this resolution and the Town of Miami Lakes' Mobility Fee Rate Per Daily Trip as set forth in Exhibit "A" attached hereto.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

Passed and adopted this _____day of _____, 2019.

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

Mayor Manny Cid _____

Vice Mayor Nelson Rodriguez _____

Councilmember Carlos O. Alvarez _____

Councilmember Luis Collazo _____

Councilmember Joshua Dieguez _____

Councilmember Jeffrey Rodriguez _____

Councilmember Marilyn Ruano _____

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

_____
Manny Cid
MAYOR

Attest:

_____
Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

_____
Raul Gastesi, Jr.
Town Attorney
Gastesi, Lopez and Mestre, PLLC

MEMORANDUM

2019 Update to Town of Miami Lakes Mobility Fee

Background

The Miami Lakes Mobility Fee was adopted via Ordinance 16-192 on December 1, 2015. Its purpose is to ensure that multimodal transportation infrastructure, necessary to support level of service standards, is in place at the time of development. It also creates a platform for developments to contribute to the funding and implementation of those projects in order to mitigate the developments impact to the multimodal transportation network, as well as fund multimodal mobility enhancements not just automobile related improvements. The mobility fee encourages better quality development and is more business friendly as it provides for an easier approval process.

Per the recommendation of the Alternative to Concurrency Study, the Town Council established a Mobility Fee in lieu of traditional transportation concurrency. Chapter 13 Land Development Code Division 2 Sec. 13-2006 (a) states:

The rate per daily trip, and subsequent amendments thereto, shall be established by the Town Council by resolution, based on the methodology as described in subsection (b) of this section. The rate per daily trip shall be reviewed by the Town Council at least once every three years but may be reviewed more frequently. The initial and each review thereafter shall consider changes to the demand component of the mobility fee equation, changes to the Town's CIE, changes in construction, land acquisition and related costs, changes in historical and projected funding, adjustments to the assumptions and conclusions or findings set forth in the Study.

Analysis

The 2019 Mobility fee update will review the above as required by Ordinance 16-192, as included in the Miami Lakes Land Development Code and other technical aspects of the fee schedule. Changes in growth rates, traffic generation rates, and land use changes will also be documented in this update memorandum. Any updates to the Mobility Fee proposed will continue to support the funding of multi-modal transportation projects within the Town of Miami Lakes. In addition, any changes to the Mobility Fee will only be based on the most current data per Florida Statutes. The Miami Dade County Long Range Transportation Plan 2045 is not complete, as such it will not be referenced in this update.

This memo documents updates to technical aspects of the fee schedule, such as lower anticipated growth rates, changes in transportation revenue programs, and increased costs of providing transportation facilities and services. Some of the specific changes incorporated include:

- Updating traffic generation rates for some land uses to address a newly- released version of the Institute of Transportation Engineers Trip Generation reference
- Proposing Flat Trip Generation Rates for specific use types
- Gas Station/Service Station with Convenience Store Analysis

- Fast-Casual Restaurant Analysis
- Trip Generation based on vested and committed development projects

Recommendations

Trip characteristics utilized in the Mobility Fee were taken from the Institute of Transportation Engineers' (ITE) Trip Generation reference report 9th Edition. Changes in this report include updated traffic generation rates provided in the 10th Edition Institute of Transportation Engineers' Trip Generation reference, released in late 2017. The changes are listed below:

- 230 Condominium/Townhouse is no longer a land use in the ITE 10th edition
- 231 Mid-Rise Residential with 1st Floor Commercial and 232 High-Rise Residential with 1st Floor Commercial were added as they are in the ITE manual 10th edition
- 492 Racquet Club/Health Club/Spa/Dance Studio and 437 Bowling Alley rates were changed because of the time period in which the rate was taken. In the 9th edition the weekday period was used. However, the 10th edition does not have this time period as an option. The rates for these land uses were taken from the weekday, PM peak hour time period.
- 820 Retail (1,000-50,000 s.f) thru 820 Retail (greater than 500,000 s.f.) is one single land use 820 Shopping Center. The 10th edition land use is incorporated.
- 120 General Heavy Industrial is no longer a land use and there is no alternative in the 10th edition
- 152 High-Cube Warehouse is no longer a land use, 154-157 were added and are included in the 10th edition

Another recommendation is to assess a flat trip rate that is justifiable to apply against acreage and dwelling units. Flat trip rates have now been added as part of the mobility fee update. For the chart below, the trip generation rates for residential land uses are trips/dwelling unit. For commercial, institutional, and industrial, the trip generation rates are per 1000 sq. ft.

Flat Trip Rate for Residential Low Density	**7.23**
Flat Trip Rate for Residential Low-Med Density	**7.32**
Flat Trip Rate for Residential Med Density	**2.87**
Flat Trip Rate for Residential Med-High Density	**0.31**
Flat Trip Rate for Recreational	**78.92**

Flat Trip Rate for Institutional	**7.69**
Flat Trip Rate for Commercial (includes Transient, Office and Retail)	**61.64**
Flat Trip Rate for Industrial	**1.94**

Gas Stations/Convenience Stores

An additional recommendation for the revision to the Mobility Fee Schedule is to the gas stations with convenience stores use. A recent trend is larger convenience markets with more fueling stations. It is recommended that an amendment be made to pass-by trip percentage from 66% to 77% based on FDOT Trip Generation Recommendations for Convenience Markets with Gas Pumps. There has been an increase in the size on convenience stores and number of fueling positions. These new facilities offer additional services, such as car washes, larger markets, fast food restaurants, and the ability to pay at the pump, have changed travel characteristics.

Fast-Casual Restaurant

An emerging trend in the area is the Fast-Casual Restaurant. Including Fast- Casual Restaurant (930) in the Mobility Fee Schedule is another recommendation. A fast-casual restaurant is a sit-down restaurant with no wait staff or table service. Customers typically order off a menu board, pay for food before the food is prepared, and seat themselves. The menu generally contains higher quality made to order food items with fewer frozen or processed ingredients than fast food restaurants. The website tripgeneration.org (accessed on 7/19/2018) provided a database of four studies of Fast- Casual restaurants, yielding an average rate of 179.78 trip- ends per 1,000 s.f. The percent new trips and trip length values from the High- Turnover, Sit- Down restaurant were found to be suitable and were applied to this land use. Miami Lakes is a prime location for the development of fast-casual/food hall type dining. The average vehicle trip rate per 1,000 s.f. is 315.17 based on the 10th Edition Trip Generation Manual.

Trips

Per Ordinance 16-192(b), the rate per daily trip shall be calculated by determining the difference between current development and projected future development levels. The vested and committed projects were reviewed. Based on the total vested and committed projects for 2016-2019 newly approved projects (as compared to when the fee was first adopted), there is an additional 16,684 trips. The following lists trips generated by use:

Total Residential Trips	6,798
Total Multi Use Trips	4,065
Total Commercial Trips	1,443
Total Industrial Trips	310
Total Institutional Trips	934
Total Services Trips	3,134
Total New Trips	16,684

In determining the maximum allowed built capacity, the 2013-2017 ACS housing units (10,397) were subtracted from the FLU maximum allowed built capacity (27,746 d/u), which totaled 17,349 dwelling units. Vested units amount to 1,472. Therefore, there are now 15,876 units of remaining capacity. This is a reduction from the original study from 18,172 housing units, as there are now pending developments.

The total maximum allowed built capacity in acres (taking into consideration the FAR and height) for each land use category is 259 acres for commercial and 528 acres for industrial. There was a reduction in the total maximum allowed built capacity in acres from 555.98 as part of the original study to 528 acres for industrial and from 260 to approximately 259 acres of commercial, due to pending developments within the land use categories. Additionally, 25.09 acres of Commercial and 42.05 acres of Industrial land uses are currently vested. Remaining assessable capacity then, are 234.2 acres for commercial and 485.95 acres for industrial.

As noted previously, there were some changes to the daily weekday person-trip generation due to changes in the Trip Generation Manual 10th Edition. Also, flat trip rates have now been added as part of the mobility fee update.

To keep the fee accurate as time progresses, an annual adjustment based on inflation should be made to the assessments of the remaining transportation projects. This adjustment can come from a variety of sources – the Bureau of Labor Statistics maintains a Consumer Price Index as a benchmark, as does the Florida Department of Transportation, in regards to transportation projects, in the form of a Work program inflation factor; the current model accounts for this change by recommending an annual change rate based on the Florida Department of Transportation's rate, given its closer relationship with transportation infrastructure development. Transportation improvement costs from the Town's Capital Improvements Element (CIE), and other adopted Town transportation mobility plans and policies were computed. Costs were adjusted from the time of their original estimation to account for inflation, according to the "Inflation Factors" published by the Florida Department of Transportation (FDOT).

As the impact fee is contingent on the trips generated versus the infrastructure necessary to support the incoming population, as large scale amendments to the future land use accrue, staff should carefully evaluate and consider amendments to the fee in order retain appropriate levels of justification relative to the changes in the build out model utilized in the designation of the fee. Based on evidence that there was very few large-scale amendments, it has been determined after careful review that no future land use amendments since the adoption of the Mobility Fee have a large enough impact on trips generated versus infrastructure to make any changes to the actual fee structure. However, recommended changes are due to updates in the ITE 10th Edition Manual.

Credits

After a full review of the existing mobility fee credits, minor changes are recommended for the mobility fee credit system. These changes include the considerations for technology improvements enhancing local mobility as desired by the Town, and removal of several existing credit categories.

The Town should continue to issue mobility fee credits to developments with the following types of development for the following improvement types:

- Bicycle Parking Spaces
- Mixed Use Development
- Pedestrian Throughways and Bicycle Facilities
- Rear Parking
- Developer/Employer sponsored Transit

No changes to established ratios within the current code is recommended at this time. It is recommended that the Town, similar to other entities in Florida which are adopting Mobility Fees, continue to utilize the 3-year period as the mandated update to review the fee and associated assumptions.

Due to the difficulties in administration, it is recommended that the Town remove the following fee credits:

- Preferred Parking Carpools
- Flexible/Staggered Work Arrangements
- Employer provided Transit Passes

It is recommended that the Town consider the following additions to the fee system:

- Dollar-for-Dollar contribution – It is recommended that the Town include the following in its consideration for text amendments:

  "At the sole discretion of the Town, an applicant may elect to construct, pay for, or contribute, a qualified capital improvement or right-of-way contribution to a mobility facility in the mobility network in order to satisfy its mobility fee obligation on a dollar-for-dollar basis against the value of said contributed, qualified capital improvement."

  In consideration of application of this ordinance, the Town should indicate that qualified capital improvements will include technology improvements that the Town has identified, adopted, and prioritized as part of its strategic planning.

Exemptions
There are no recommended changes to Sec. 13-2009. Exemptions.

As projects become fully funded, they should be removed from the list of planned infrastructure requiring funding. These projects, once implemented, will thus not be impacted by annual increases based on inflation. As newer development is approved and funding from the impact is assessed, the impact of that development, both in population growth and trips generated, as well as the fees assessed, count towards both ends of the fee's model structure, which is based on cost per trips generated. The application of reduction of both trips and fees assessed keeps the fees model in equation; as long as the fees assessed are based on trips. Only two of the projects listed as Mobility Fee Expenditures are listed on the Existing Transportation Projects list.

- Initiative 1.1.6 Incorporate Greenway Path (0.38 miles) along NW 60th Avenue from NW 154 (Miami Lakes Drive) to NW 138th Street- Phase 1 – Total estimated project cost is $1.3 million. $300,000 Mobility Fee Expenditure

- Initiative 1.9.1 Incorporate Adaptive Signalization along NW 154th - $80,940 Mobility Fee Expenditure

When comparing the mobility fee revenues vs expenditures, mobility fees collected in Fiscal Years 2017 and 2018 amount to $761,271. Expenditures in those same years amount to $751,503. There was a balance of $9,768. Projected revenues for Fiscal Years 2019 and 2020 amount to $1,686,688. This depends on the actual future development permits being processed as proposed. Thus far all mobility funds are accounted for. However, there are a number of transportation projects from the 2014 list that have not been completed. The overall transportation projects list has been updated in order to project cost estimates for the designation of future mobility fees.

Mobility Fee

The following represents the methodology to construct and maintain the impact fee system as well as the recommended update to the actual mobility fee.

1. Determine increase in socio-economic data from base year to target future year (20 years). Determination of this factor is based upon the difference between current development levels and future development levels. To accomplish this, the future land use must be employed and compared to existing development.

	2019
Residential	15,876 dwelling units
Commercial	234.2 acres
Industrial	485.95 acres

It is important to note there was an assumed land use spread when calculating the rate for commercial with 20% transit-oriented development/mixed use, 30% office, and 50% retail.

2. Determine trip generation rates for resulting land use increases from step 1 above using daily trip rates (weekday) from ITE Trip Gen Handbook 9th Edition and Household Survey Model. The updated rates from the ITE Trip Generation Handbook 10th Edition were used as part of this update.

	2019 Trips
Residential	86,557
Commercial	522,329
Industrial	16,525
Total	625,411

However, a proportion of this must be taken to relate to the same timeframe as the existing current projects, as this is for 20 years and the CIP is for 5 years. Growth is not linear, but rather based on existing market conditions – this is a primary reason why the fee must be

adjusted with new assumptions every 3 years. For the current cycle, we expect growth to continue at similar pace as before, with some slowdown due to the amount of existing growth, and assume a slower 10% growth in trips.

Assuming 10% the daily trips generated is:

2019 daily trips
62,541

3. Compute transportation improvement costs from the Town's Capital Improvement Element (CIE), Transportation Master Plan (TMP), the Town's transportation mobility plans, and Unfunded Projects from the MPO's Long Range Transportation Plan (LRTP).

   Using the compiled transportation projects master list (Attachment C), an aggregate cost to complete all the projects can be constructed. In considering the various projects that can be built, it is importation to consider that there are projects which may have funding that is reasonably expected from outside funding sources, including grants. In cases where this funding is reasonably expected, these projects should not be included in the computation costs.

   Rationale: Not Included = Projects fully funded in the MPO's Transportation Improvement Program (TIP) and those from their LRTP where funding is reasonably expected (federal, state, county and other). Included = Projects included in the Town's Transportation Master Plan (TMP) and the Capital Improvement Element (CIE) such as roadway widening, roadway reconstruction, road resurfacing, lighting, traffic signals, roadway drainage, intersection improvements, roadway landscaping, sidewalks, bike paths.

   The costs as noted in the previous report were current at that time. However, as the projects were carried over for multiple years, inflation factors were included using the FDOT Work Program inflation factors.

   Additional projects have been placed in the Town's Master Plan, resulting in a need to adjust the fee.

2014	2019
$12,549,293	$35,170,229

For the 2019 numbers, it should be noted that $1,114,086 has been previously collected for local improvements. In addition, the Town is slated to receive $9,096,994 in grants. The remaining $ 24,959,149 are unvested and unfunded items the Town intends to assess as part of the mobility fee. $ 12,479,575 of the projects should be assessed to implement the new multimodal facilities to mitigate future impact of trips.

In addition, the Town's recently adopted SMART Technology Implementation Plan 2020-2035 contains $15,194,500 of projects for implementation, of which $14,309,500 is eligible as mobility-based projects. Given the timeframe and adopted strategic action items, the combination of master plan and technology implementation plan is $26,789,075.

4. Compute Total Cost per Daily Trip
   For the purposes of this calculation, we are utilizing the Total cost per daily trip as indicated by the expected daily trips based on the designated build out, as this is a more accurate representation of expected development in the time period.

   Total cost per daily trip = Total Cost/daily trips generated

2014 Total Cost per daily trip	2019 Total Cost per daily trip
$160.00 per trip	$428.34 per trip

   The per fee trip has increased due to a change in the number of trips resulting from the update of the ITE Trip Generation Manual and due to the increase in the cost and number of transportation projects, which added approximately $2.7 million in additional costs. The latter factor is the primary factor in the increase. As stated previously, the 9th Edition was used for the previous study.

5. Add 5% administrative costs.

   Total Per Trip Fee $449.76.

In summary, costs were updated to take into account inflation, updates to the Town's TMP, CIE, and the MPO's LRTP, and newly approved developments.

Operational improvements:

During the course of the study, it was indicated that certain land use categories have higher than average fees due to the potential for high trip calculations. In those cases, it is recommended that the Town utilize a pass-through factor mutually agreed upon by both the Town and the applicant to reduce the number of trips in unique cases. Pass through rates are provided within the ITE Trip Generation Manual, 10th Edition, and have been updated from the prior 9th Edition Manual.

Further, the current ordinance provides that Council may, at its discretion, agree to lower the fee assessment on a case by case basis. It is recommended that the Town continue to keep this provision of the ordinance and exercise as needed in unique cases such as with the above.

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **To Award Contract to Valley View**

Date: **December 10, 2019**

Background:

The Town of Miami Lakes uses Valley View Consulting, L.L.C. as a financial advisor for the investment of unrestricted town funds. The advisor does NOT manage or hold assets, investments nor is compensated based on investment strategies, returns or goal, returns or goals. However, the advisor strictly helps with the following:

1. Cash flow projections.
2. Suggests investments strategies based on market conditions.
3. Helps the town attain investment objectives.
4. Advises the town on market conditions, general information and current economic data.
5. Analyses risk/return relationship between various investment alternatives.
6. Analyses the town's portfolio performance, reports and meets with the town's investment committee on a triannual basis.
7. Manages Certificate of Deposit solicitations.
8. Advises on any other investment need that might arise.

Recommendation:

The investment committee unanimously agreed with staff that Valley View provides the following:

- Concise and consistent professional services.
- Unique and proprietary customer service.
- Accurate, precise and current economic information.
- A fixed, fair and below market price.
- Independent advice in the absence of managing assets and benefiting financially from the process.
- Responds to staff or committee questions and inquiries in a timely manner.
- Have always been instrumental in protecting the town's assets in consideration of banks, types of investments and economic times.

It is recommended that we renew our contract with Valley View LLC, with two additional annual renewals.

This is a contact for $7,000 per year.

RESOLUTION NO. 19-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT WITH VALLEY VIEW CONSULTING, LLC AS INVESTMENT ADVISOR 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, the Town of Miami Lakes (the "Town") Finance Department has relied on the professional services of Valley View Consulting, LLC ("Valley View") for the provision of investment consultations regarding investable Town monies; and

WHEREAS, the Town has come to rely and trust the advice provided by Valley View, and desire to continue its relationship with Valley View; and

WHEREAS, Valley View's current agreement with the Town has expired; and

WHEREAS, Valley View has provided the Town with a three (3) year, seven thousand dollar annual fee-for-service agreement with a provision for two (2), one (1) year extensions at the Town's discretion in substantially the same form as attached in Exhibit "**A**"; and

WHEREAS, Section 2-155(a)(2) permits the Town Manager to execute contracts for professional services that do not exceed $25,000; and

WHEREAS, the potential of this agreement to exceed the Manager's signatory authority exists. Accordingly, in an abundance of caution, the Town Manager requests the Council's consideration of the Valley View Agreement; and

WHEREAS, Section (d) of Section 2-155 of the Town of Miami Lakes Code affords the Town Manager the authority to request a waiver of the Procurement Code where, based on specific circumstances, it is not practical to comply with the requirements of the Procurement Code; and

WHEREAS, Valley View provides the Town with unique propriety services, accurate and trustworthy financial information, and a focus on fiduciary responsibility to Town Council, Staff and Residents; and

WHEREAS, based on Valley View's unique and specialized services, it is impractical to comply with the procurement code's solicitation requirements; and

WHEREAS, for all the above-mentioned reasons, the Town Manager recommends approval of the agreement with Valley View in substantially the same form as attached hereto in Exhibit "**A**"; and

WHEREAS, the Town Council finds that execution of an agreement with Valley View for Investment Services is in the Town's best interest.

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

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

Section 2. Approval of the Contract. The Town Council hereby approves the award of contract to approval of the agreement with Valley View Consulting, LLC in

substantially the same form as attached hereto in Exhibit "**A**"; in an amount not to exceed budgeted funds (hereinafter referred to as "Contract").

Section 3. Authorization of Town Officials. The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

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

Section 5. Execution of the Contract. The Town Manager is authorized to execute Contracts with Valley View Consulting, LLC in an amount not to exceed budgeted funds and to execute any extension and/or amendments to the Contract, subject to approval as to form and legality by the Town Attorney.

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

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2019.

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

Mayor Manny Cid _____

Vice Mayor Nelson Rodriguez _____

Councilmember Carlos Alvarez _____

Councilmember Luis Collazo _____

Councilmember Joshua Dieguez _____

Councilmember Jeffrey Rodriguez _____

Councilmember Marilyn Ruano _____

_____
Manny Cid
MAYOR

Attest:

_____
Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

_____
Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and
VALLEY VIEW CONSULTING, LLC

AGREEMENT
BY AND BETWEEN
THE TOWN OF MIAMI LAKES, FLORIDA
AND
VALLEY VIEW CONSULTING, L.L.C.

It is understood and agreed that the Town of Miami Lakes (the *Investor*) will have from time to time money available for investment (the *Investable Funds*) and Valley View Consulting, L.L.C. (the *Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreemen*t) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.

2. The Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.

3. The Advisor agrees to perform the following duties:

a. Assist the Investor in developing cash flow projections,

b. Suggest appropriate investment strategies to achieve the Investor's objectives,

c. Advise the Investor on market conditions, general information and economic data,

d. Analyze risk/return relationships between various investment alternatives,

e. Attend occasional meetings as requested by the Investor,

f. Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Investor's Investment Policy.

g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,

h. Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,

i. Assist the Investor in creating monthly portfolio accounting reports, and

j. Assist the Investor in selecting a primary depository services financial institution.

4. The Investor agrees to:

a. Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto,

b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,

c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,

d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and

e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall remain in effect from October 1, 2019 until September 30, 2022, with the option of the Investor to extend this Agreement two additional one year periods under the same terms and conditions. Provided, however, the Investor or Advisor may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Termination with cause may be immediate. In the event of termination, it is understood and agreed that only the amounts due to the Advisor for services provided, and accepted by the Investor, and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall

have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.

9. The Advisor shall not assign this Agreement without the prior written consent of the Investor.

10. The Investor acknowledges that:

1) _____ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or

2) _____ Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.

3) __X__ Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

11. To the extent allowed by law, Advisor agrees not to divulge, furnish or make available to any third person, firm or organization any deliverables, materials, data, transactions of all forms, financial information, documents or other similar information or documentation, without Town Manager's or designee's prior written consent unless required by law. This includes all Investor employee information and Investor financial information, which shall be considered confidential information. Advisor is to immediately notify the Investor of any disclosure of such information by its employees or agents. The Investor may seek injunctive relief to restrain any such breach or potential breach.

12. Advisor acknowledges and agrees that the Investor retains all rights, title, and interest in any and all materials, data, documentation, and copies of thereof furnished by the Investor to the Advisor.

All documents, data, computer files, and/or reports prepared or obtained under this Agreement by the Advisor, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies shall be considered works made for hire and are the property of the Investor. The Investor shall retain all rights, title, and interest and neither the Advisor nor its employees or agents shall have any proprietary or ownership rights to any of the above.

13. Advisor and the Investor 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.

14. This Agreement shall 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, shall be brought in Miami-Dade County, Florida. Each party shall bear its own attorney's fees and costs.

15. If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

16. This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Investor and the Advisor 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 shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

17. Advisor shall invoice the Investor for fees due the Advisor in accordance with the Agreement. The Advisor shall attach to the invoice all supporting data for payments. All invoices must have a unique invoice number and include the Investor's contract number and purchase order number. Advisor shall use the Town's Standard Invoice Form.

All payments shall be made in accordance with the Florida Statute 218.74, which is also known as the Local Government Prompt Payment Act.

18. Advisor 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, shall be kept in accordance with statute. Otherwise, the records and documentation will be retained by Advisor for a minimum of three (3) years from the date of final payment or termination of this Agreement. Investor, or any duly authorized agents or representatives of Investor, shall have 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 shall be conducted only during normal business hours. The Advisor agrees to furnish copies of any records necessary, in the opinion of the Town Manager or designee, to approve any requests for payment by the Advisor.

Advisor shall also comply with the following requirements of the Florida Public Records Law including:

a) The Advisor must keep and maintain al public records required by the Investor in order to perform services under this Agreement.
b) Upon request from the Investor's custodian of public records, The Advisor shall provide the Investor with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise provided in law.
c) The Advisor shall ensure that public records that are exempt or confidential and exempt for public records disclosure requirements are not disclosed except as

authorized by law for the duration of the Agreement term and following completion of the Agreement if the Advisor does not transfer the records to the Investor.

d) Upon completion of the Agreement, the Advisor shall transfer, at no cost, to the Investor all public records in the possession of the Advisor, or keep and maintain public records required by the Investor to perform the service under the Agreement. If the Advisor transfers all public records to the Investor upon completion of the Agreement, the Advisor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Advisor keeps and maintains public records upon completion of the Agreement, the Advisor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Investor, upon request from the Investor's custodian of public records, in a format that is compatible with the information technology systems of the Investor.

IF THE ADVISOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ADVISOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE INVESTOR'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x1138; EMAIL CLERK@MIAMILAKES-FL,GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.

19. Notification of Parties shall be to the following addresses:

Town of Miami Lakes
Edward Pidermann
Town Manager
6601 Main Street
Miami Lakes, FL 33014
305.364.6100
reya@miamilakes-fl.gov

With Copy to
Nathalie Garcia
Procurement Manager
6601 Main Street
Miami Lakes, FL 33014
305.364.6100
fabrikantg@miamilakes-fl.gov

Valley View Consulting, L.L.C.
Richard Long
2428 Carters Mill Road
Huddleston, VA 24104
540.297.3419
rglong@valleyviewconsultingllc.com

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified.

Respectfully submitted,

Richard G. Long, Jr.
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of the Town of Miami Lakes, Florida.

By _____

Town of Miami Lakes

Name: _____

Title: _____

Date: _____

Attest:

_____

Town Clerk

Date: _____

APPENDIX A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its fee will be an annual fee of $7,000.00. Said fee shall cover three prepared investment reports, three Investment Committee or other meetings via conference call, and four competitive investment transaction solicitations. The annual fee shall be prorated and due and payable at the end of each investment quarter.

Should the Investor request additional prepared investment reports, a fee of $500.00 per report shall apply.

Should the Investor request additional Investment Committee or other meetings via conference call, a fee of $500.00 per meeting shall apply.

Should the Investor request additional competitive investment transaction solicitations, a fee of $400.00 per transaction shall apply.

Should the Investor request assistance with monthly investment portfolio accounting, additional fees shall apply. Said fee shall not exceed $3,000.00 per year.

Should the Investor request assistance with primary depository bank selection, additional fees may apply. Said fee shall not exceed $6.500.00 per request for proposal.

The fiscal year accumulated fees referenced above shall not exceed $25,000.

Should the Investor issue debt and select a bond proceeds investment strategy that incorporates a flexible repurchase agreement or other structured investment, fees will be determined by any applicable I.R.S. guidelines and industry standards.

Said fee includes all costs of services related to this Agreement, and all travel and business expenses related to attending regularly scheduled meetings. The Advisor may also request reimbursement for special meeting or travel and business expenses. Any meeting, travel and business expenses shall be paid in accordance with State of Florida Statutes and require prior written approval of the Investor. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Any other fees retained by the Advisor shall be disclosed to the Investor.

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Miami-Dade County (MDC) 2020 Neat Streets Miami's Street Tree Matching Grant Program**

Date: **December 10, 2019**

Recommendation:

It is recommended that the Town Council authorize the Town Manager, to apply for, and if awarded, expend budgeted funds for the 2020 Street Tree Matching Grant Program in an amount not to exceed $41,470 to assist in funding the Miami Lakes West Lake Reforestation Phase 4 Project. The Town's match source is budgeted under Tree Permitting Revenue and $41,470 is available for this Project.

Background

The Miami-Dade County Neat Streets Miami's Street Tree Matching Grant Program aims to reach the Million Trees Miami goal of planting one million trees to achieve a 30 percent tree canopy in Miami-Dade County. The Grant engages municipalities, non-profits and community organizations in planting native or Florida-friendly trees on the County's corridors and gateways. The goal of this program is to leverage the County's street tree program by encouraging investments on County or local streets. Grants will be awarded to those communities who can demonstrate the greatest benefits for residents, employers and visitors. Agencies are invited to submit applications for projects that can be developed for Fiscal Year 2020.

The Neat Streets Miami's Street Tree Matching Grant will assist the Town in funding the Miami Lakes West Lake Reforestation Phase 4 Project. The Project's goals are to enhance tree canopy, provide shade, and create memorable landscape aesthetics in an area of the Town in desperate need of canopy trees. The Project will plant an estimated 130 Florida Friendly trees from a variety of species at various locations to include:

1) NW 144th Terrace, between NW 89th Avenue and NW 92nd Avenue

2) NW 145th Street, between NW 89th Avenue and NW 92nd Avenue

3) NW 145th Lane, between NW 89th Avenue and NW 92nd Avenue

4) NW 147th Lane, between NW 87th Avenue and NW 89th Avenue

5) NW 88th Place, between NW 147th Lane and NW 148th Terrace

The Project is estimated at $82,940. The Grant requires a 50% local match and no more than 50% of the total project costs will be awarded to any single applicant. The Town's match source is budgeted under Tree Permitting Revenue and the local match of $41,470 is available for this Project.

The Board of County Commissioners of Miami-Dade County, through Resolution No. R-475-18, directed the County Mayor or County Mayor's Designee to develop an interlocal agreement, to be entered into between the County and municipalities located within Miami-Dade County, for municipalities engaged in tree planting to provide periodic reports to the County regarding their tree plantings. In 2019, the Town entered into an interlocal Tree Planting Reporting Agreement with Miami-Dade County. The Agreement is in effect for a three-year period and is included with this Memorandum as "Exhibit A".

Studies show that trees contribute significantly to the environment, human health, energy savings, and quality of life. The Town successfully completed the West Lake Reforestation Phase 1, Phase 2, and Phase 3 Projects in partnership with the Neat Streets Miami Street Tree Matching Grant Program. The Miami Lakes West Lake Reforestation Phase 4 Project will complete the next phase as part of the Town's Strategic Plan and Beautification Master Plan and will assist Miami-Dade County with reaching its Million Trees Miami goal to achieve a 30 percent tree canopy for Miami-Dade County.

Attachments:

Resolution
Interlocal Tree Planting Reporting Agreement

RESOLUTION NO. 19- _

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND ACCEPT THE 2020 MIAMI-DADE COUNTY NEAT STREETS TREE MATCHING GRANT PROGRAM; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE 2020 MIAMI-DADE COUNTY NEAT STREETS TREE MATCHING GRANT PROGRAM; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a key component to the Town of Miami Lakes (the "Town") comprehensive master plan is the preservation of our existing tree canopy; and

WHEREAS, the Miami-Dade County Neat Streets Tree Matching Grant Program aims to reach Miami-Dade County's goal of planting 1 million trees throughout Miami-Dade County in order to achieve a thirty (30) percent tree canopy in Miami-Dade County; and

WHEREAS, the Town has relied on Miami-Dade County Neat Streets Tree Matching Grant Program to complete its Phase 1, 2, and 3 West Lakes Reforestation Projects; and

WHEREAS, the Street Tree Matching Grant provides a one-to-one match contribution to the Applicant not to exceed the maximum grant amount of $50,000 for the current cycle;"

WHEREAS, the Town has set aside $41,470.00 for the completion of Phase 4 of the West Lakes Reforestation Project; and

WHEREAS, the cost to compete the Phase 4 of the Town's West Lakes Reforestation Project is estimated to cost the Town $82,940.00; and

WHEREAS, Miami-Dade County Neat Streets Tree Matching Grant Program will assist the Town in obtaining the necessary funds to complete Phase 4 of the West Lakes Reforestation Project; and

WHEREAS, the Town Council finds that it is in the best interest that the Town Manager apply for the 2020 Miami-Dade County Neat Streets Tree Matching Grant Program, and if granted execute the grant and expend budgeted funds up to an amount of $41,470.00 towards completion of Phase 4 of the West Lakes Reforestation Project.

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

Section1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section2. Apply for and Accept Grant. The Town Council hereby authorizes the Town Manager to apply for the 2020 Miami-Dade County Neat Streets Tree Matching Grant Program, and if awarded execute such grant agreements, contracts and documents as necessary, and take such other acts as may be necessary to bind the Town and accomplish the intent of this Resolution.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the 2020 Miami-Dade County Neat Streets Tree Matching Grant Program. The Town Clerk is hereby directed to send copies of this Resolution to necessary government officials.

Section4. Authorization of Matching Funds. If awarded the grant, the Town agrees to commit up to $41,470.00 annually of budgeted funds, as matching funds to implement the terms and conditions of the Agreement.

Section 5. Execution of the Agreement. The Town Manager is authorized to execute the Agreement with Florida Department of Transportation on behalf of the Town.

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

********** THIS SPACE IS LEFT INTENTIONALLY BLANK **********

Passed and adopted this _____ day of _____ 2019

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

Mayor Manny Cid _____

Vice Mayor Nelson Rodriguez _____

Councilmember Carlos O. Alvarez _____

Councilmember Luis Collazo _____

Councilmember Josh Dieguez _____

Councilmember Jeffrey Rodriguez _____

Councilmember Marilyn Ruano _____

_____
Manny Cid
MAYOR

Attest:

_____
Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

_____
Raul Gastesi, Jr.
Gastesi, Lopez and Mestre, PLLC
TOWN ATTORNEY

Miami- Dade County
Parks, Recreation, and Open Spaces Department

TREE PLANTING REPORTING AGREEMENT

This Interlocal Agreement (the "Agreement") is made and entered into this 5th day of May, 2019, between Town of Miami Lakes (the "Municipality") and Miami-Dade County (the "County"), hereinafter called the "County."

Recitals

WHEREAS, the Board of County Commissioners of Miami-Dade County, through Resolution No. R-475-18, directed the County Mayor or County Mayor's Designee to develop an interlocal agreement, to be entered into between the County and municipalities located within Miami-Dade County, for municipalities engaged in tree planting to provide periodic reports to the County regarding their tree plantings; and

WHEREAS, the purpose of the Resolution and this Agreement is to encourage municipalities located within Miami-Dade County to provide periodic reports to the County (no less than quarterly) regarding the number of trees planted within their municipality; and

WHEREAS, Neat Streets Miami is desirous of receiving accurate and timely data regarding tree plantings from municipalities; and

WHEREAS, this Board desires to assist Neat Streets Miami in obtaining accurate and timely data from municipalities; and

WHEREAS, the County and the Municipality desire to undertake such activities,

NOW THEREFORE, the County and Municipality agree as follows:

Terms and Conditions of Agreement

Municipality's Responsibilities. The Municipality shall be responsible for providing periodic reports to the County (no less than quarterly) regarding the number of trees planted within the municipality to include the number of trees planted and the species of the trees planted.

County's Responsibilities. The County shall be responsible for compiling and maintaining a listing of the number and species of trees planted by the Municipality, based upon the information provided by the Municipality, and will provide the Municipalities that participate in the reporting program an annual report on the number and species of trees planted in Miami-Dade County by the program participants.

(1) **Indemnification.** The Municipality shall indemnify and hold harmless the County its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Municipality or its employees, agents, servants, partners principal or subcontractors. The Municipality shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

The County shall indemnify and hold harmless the Municipality and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Municipality may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the County. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes.

(2) **Term and Termination.** The Agreement shall remain in effect for a three-year period. The County or Municipality may terminate this Agreement for any reason, including for its own convenience, by written notice, without any liability to either party. The County and Municipality may renew the Agreement for additional three-year periods upon mutual agreement of the parties.

(3) **Assignment.** This Agreement is non-transferrable and non-assignable in whole or in part without the written consent of the County and the Municipality.

(4) **Compliance with Laws.** The County and Municipality agree that each party shall, at all times, comply with all applicable local, state, and federal laws, ordinances, codes, statutes, and rules and regulations.

(5) **Authority of Signatories.** The undersigned executing this Agreement on behalf of the Municipality represents and warrants that he/she has authority to bind the Municipality under this Agreement.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed on the day and year first written above.

NAME OF MUNICIPALITY: TOWN OF MIAMI LAKES

BY: _____ DATE: 2/7/2019
Municipality Representative's Signature

PRINT NAME EDWARD PIDERMANN

TITLE: TOWN MANAGER

MIAMI-DADE COUNTY, FLORIDA

for BY: _____ DATE: 5/30/19
Mayor
Miami-Dade County

LEGAL SUFFICIENCY: _____ DATE: 5/20/19
County Attorney

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Merger of Royal Oaks East Special Taxing District Advisory Committee and Royal Oaks Section I Special Taxing District Committee; Creation of Royal Oaks Combined Special Taxing District Advisory Committee**

Date: **December 10, 2019**

Background:

As the result of a referendum passed in 2018, by Town Residents residing in the established Royal Oaks Section One and Royal Oaks East Special Taxing Districts, Miami-Dade County Management and oversight of the respective Special Taxing Districts was transferred from Miami-Dade County Board of County Commissioners to the Town of Miami Lakes Council. A major impetus for the referendum was residents desire to have local control of the Special Taxing Districts that managed security in their neighborhoods. Accordingly, and in the spirit of providing Town Residents residing in the Special Taxing District with a platform to provide direct input on the budgeting and operation of their Special Taxing District, the Town created Special Taxing District Advisory Committees.

During 2019, the Royal Oaks East Special Taxing District Advisory Committee and Royal Oaks Section I Special Taxing District Committee struggled to achieve the necessary quorum. Additionally, many of the concerns raised by the Royal Oaks East Special Taxing District Advisory Committee had a direct correlation and effect on the Royal Oaks Section I Special Taxing Distict Advisory Committee.

During the November 2019 Town Council meeting, the Town Council provided staff with instructions to merge the existing special taxing districts and provide a framework that would provide for equitable representation. Based on a review of the district it was discovered that both districts combined were composed 59% from Home Owner Association members and 41% from Non-Home Owner Association members. Additionally, 52% of the residents reside in the Royal Oaks Section I Special Taxing District Committee and 48% reside in Roayl Oaks East Special Taxing District.

Based on this division, the attached resolution establishes a new committee, merging the existing two special taxing districts and creating a new committee that will have equitable representation.

Recommendation:

It is recommended that the Town Council approve passage of this Resolution, which merges the existing and respective Royal Oaks East Special Taxing District Advisory Committee and Royal Oaks Section I Special Taxing District Committee into the newly created Royal Oaks Combined Special Taxing District Advisory Committee.

RESOLUTION NO. 19- 1584

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, MERGING ROYAL OAKS SECTION 1 AND ROYAL OAKS EAST SPECIAL TAXING DISTRICT ADVISORY COMMITTEE; CREATING THE ROYAL OAKS COMBINED SPECIAL TAXING DISTRICT ADVISORY COMMITTEE PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR TERMS AND COMPOSITION; PROVIDING FOR DUTIES; PROVIDING FOR MEETING REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 21, 1995, Miami-Dade County (the "County") having received a petition from certain residents adopted Ordinance No. 95-7, creating and establishing a special taxing district in the County known as "Royal Oaks Section I" which would be managed and operated by the County for the purpose of providing security guard services; and

WHEREAS, on July 25, 2000, the County adopted Ordinance No. 00-102, creating and establishing a special taxing district in Miami-Dade County known as "Royal Oaks East" which would be managed and operated by the County for the purpose of providing security guard services; and

WHEREAS, in 2014, respective residents residing in Royal Oaks East and Royal Oaks Section I expressed an interest in transferring management of Royal Oaks East and Royal Oaks Section I from the County to the Town of Miami Lakes (the "Town"); and

WHEREAS, a referendum was held on January 21, 2018, in which Royal Oaks East and Royal Oaks Section I voted to transfer management to the Town, effective October 1, 2018; and

WHEREAS, pursuant to Section 2.2(a)(ii) of the Town Charter, the Mayor may create, subject to Council approval, committees of the Council; and

WHEREAS, in January 2019, the Town Council established advisory committees for Royal Oaks East and Royal Oaks Section I respectively and charged them with the responsibility of reviewing budget, providing feedback and recommendations for service level adjustments in coordination with residents located respectively within Royal Oaks East and Royal Oaks Section I ,

and presenting to the Town Council in June of each year its recommendations regarding the proposed service level and structure; and

WHEREAS, based on Royal Oaks East and Royal Oaks Section I Special Taxing Districts proximity to each-other, and their shared composition of residents that are members of the Royal Oaks Home Owner Association, during the November 2019 Town Council Meeting, the Town Council provided staff with direction to merge both advisory committees into one "Royal Oaks Special Taxing District Advisory Committee."

WHEREAS, the Town Council finds the Committee will be comprised of fourteen (14) members which shall, in order to ensure equal representation of homeowners from Royal Oaks East and Royal Oaks Section I Special Taxing Districts, and non-member and member residents of the Royal Oaks Home Owner Association, be selected in the following manner:

MAYOR:	One Royal Oaks HOA member that resides in Royal Oaks East District One Royal Oaks HOA member that resides in and Royal Oaks Section I
SEAT ONE:	One Non-Royal Oaks HOA member that resides in Royal Oaks East District One Non-Royal Oaks HOA member that resides in and Royal Oaks Section I
SEAT TWO:	One Royal Oaks HOA member that resides in Royal Oaks East District One Royal Oaks HOA member that resides in and Royal Oaks Section I
SEAT THREE:	One Non-Royal Oaks HOA member that resides in Royal Oaks East District One Non-Royal Oaks HOA member that resides in and Royal Oaks Section I
SEAT FOUR:	One Royal Oaks HOA member that resides in Royal Oaks East District One Royal Oaks HOA member that resides in and Royal Oaks Section I
SEAT FIVE:	One Non- Royal Oaks HOA member that resides in Royal Oaks East District One Non- Royal Oaks HOA member that resides in and Royal Oaks Section I
SEAT SIX:	One Royal Oaks HOA member that resides in Royal Oaks East District One Royal Oaks HOA member that resides in and Royal Oaks Section I

WHEREAS, the Town Council desires that the newly formed Royal Oaks Special Taxing District review the District's annual budget, provide feedback and recommendations for service level adjustments in coordination with residents located within the District, and present to the Town Council in June of each year its recommendations regarding the proposed service level and structure for the District.

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

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

Section 2. Merger and Establishment of the Committee. The Mayor, with the Approval of the Town Council, hereby creates the Royal Oaks Special Taxing Districts Advisory Committee and merges the existing Royal Oaks East and Royal Oaks Section I Special Taxing Districts, into the newly created Committee.

Section 3. Terms and Composition. the Royal Oaks Special Taxing Districts Advisory Committee will be comprised of fourteen (14) members which shall, in order to ensure equal representation of homeowners from Royal Oaks East and Royal Oaks Section I Special Taxing Districts, and non-member and member residents of the Royal Oaks Home Owner Association, be selected in the following manner:

MAYOR:	One Royal Oaks HOA member that resides in Royal Oaks East District One Royal Oaks HOA member that resides in and Royal Oaks Section I
SEAT ONE:	One Non-Royal Oaks HOA member that resides in Royal Oaks East District One Non-Royal Oaks HOA member that resides in and Royal Oaks Section I
SEAT TWO:	One Royal Oaks HOA member that resides in Royal Oaks East District One Royal Oaks HOA member that resides in and Royal Oaks Section I
SEAT THREE:	One Non-Royal Oaks HOA member that resides in Royal Oaks East District One Non-Royal Oaks HOA member that resides in and Royal Oaks Section I
SEAT FOUR:	One Royal Oaks HOA member that resides in Royal Oaks East District One Royal Oaks HOA member that resides in and Royal Oaks Section I
SEAT FIVE:	One Non- Royal Oaks HOA member that resides in Royal Oaks East District One Non- Royal Oaks HOA member that resides in and Royal Oaks Section I
SEAT SIX:	One Royal Oaks HOA member that resides in Royal Oaks East District One Royal Oaks HOA member that resides in and Royal Oaks Section I

Appointed members shall elect one member to serve as Chairperson each fiscal year.

Section 4. **Duties.** The Committee shall (1) review the District's annual budget in coordination with Town staff, (2) provide feedback and recommendations for service level adjustments in coordination with residents located within the District, (3) facilitate, at least, quarterly meetings with Town staff to provide feedback and reporting, and (4) present to the Town Council in June of each year its recommendations regarding the proposed service level and structure for the District.

Section 5. **Meetings.** The Committee shall meet on a quarterly basis to discuss the budget, adjustments to the level of service, and such other related matters as necessary to perform the duties specified in Section 4 above. All meetings shall be open to the public with ample legal notice provided in advance to the public. A simple majority of the members appointed to the Committee shall constitute a quorum, and the affirmative vote of the majority of those members present shall be required to take official action. The Secretary shall keep minutes of the Committee meetings and file them with the Town Clerk.

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

Passed and adopted this 10th day of December 2019.

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

Mayor Manny Cid _____

Vice Mayor Nelson Rodriguez _____

Councilmember Carlos O. Alvarez _____

Councilmember Luis Collazo _____

Councilmember Joshua Dieguez _____

Councilmember Jeffrey Rodriguez _____

Councilmember Marilyn Ruano _____

_____

Manny Cid
MAYOR

Attest:

_____

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

_____

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

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Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Honorable Councilmember Marilyn Ruano**

Subject: **Enhancement of Communication Methods between Town And Residents**

Date: **December 10, 2019**

Recommendation:

For some time now we have been discussing alternate ways to communicate with the residents. We have revamped our website, created the interactive Imagine 2025 site, we live stream meetings, allow for pre-recorded and live public comments, use various social media platforms to promote town events and economic development within the Town of Miami Lakes and much, much more. However, we still fall short on reaching our audience for some of the more important meetings.

In the past we have selectively promoted certain events more than others as well as not promoted some meetings at all. I continuously receive phone calls about town related events or meetings that residents are not informed about. I understand that we have been properly noticing our meetings but proper does not always equal effective. We have made great strides with respect to social media strategies for events but we can certainly do better with respect to workshops and meetings. We must reach our residents to inform them of meetings that majorly affect their quality of life.

I would like to direct the manager to work with our communications department to come up with strategies to fill this communication gap. I would like for them to come back in January 2020 to present their plan.

Fiscal Impact: Minimal
Guiding Principles: 2, 3, 4, 6, 14
Objectives: 3, 5, 6

Town of Miami Lakes
Memorandum

To: **Honorable Vice Mayor & Councilmembers**

From: **Honorable Mayor Manny Cid**

Subject: **Strategic Plan Review**

Date: **December 10, 2019**

Recommendation:

To ensure that we have diversity of thought at the table during our 5 year strategic plan review retreat, I would like to direct staff to go to every Town committee to ask for recommendations on what should be in the plan and what shouldn't. Our committee members bring a wealth of experience and their feedback is invaluable. Their recommendations will be submitted by Town staff in writing during our retreat.

Fiscal Impact: Minimal
Guiding Principles: 1, 2, 3, 4, 14
Objectives: 1, 2, 3, 5, 6

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Honorable Councilmember Carlos Alvarez**

Subject: **Priority to Add Increased Town Wide Lighting for Visibility and Resident Safety to Strategic Master Plan**

Date: **December 10, 2019**

Recommendation:

I would like to encourage my fellow Councilmembers to assure that we have Town wide lighting in our Strategic Master Plan. In addition, would like to ask the Town Manager and staff to identify additional grant funding to mitigate some areas that the Town Council and Mayor may identify of dire need where life safety is priority. For example, on NW 154th St and 77th Court.

Fiscal Impact: Minimal
Guiding Principles: 1, 2, 3, 4, 14
Objectives: 1, 2, 3, 5, 6

Town of Miami Lakes
Memorandum

To: **Honorable Vice Mayor & Councilmembers**

From: **Honorable Mayor Manny Cid**

Subject: **Vox Populi Facebook Addition**

Date: **December 10, 2019**

Recommendation:

I would like to make a motion to have the portable tv minitor in Town Hall showcasing the live comments on the Town's Facebook feed of the Town council & Planning & Zoning meetings during actual meetings.

Fiscal Impact: TBD
Guiding Principals: 1,2,3,4,14
Objectives: 5,6

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Honorable Vice Mayor Nelson Rodriguez**

Subject: **Resolution In Support Of Our State Legislators Bill To Remove The Express Lanes Along The 826**

Date: **December 10, 2019**

Recommendation:

*This item requires the waiver of Section 7.2 of the Special Rules of Order.

FDOT's plan to expand the 826 as been placed on an indefinite hold. The Express Lanes were added prematurely in expectation of the Palmetto expansion. The removal of general traffic lanes has caused major traffic delays for both north and south bound traffic.

I motion we support our State Legislators Bills requesting the removal of express lanes.

Fiscal Impact: Minimal
Guiding Principles: 1, 2, 3, 4, 6, 14
Objectives: 1, 5

Town of Miami Lakes
Memorandum

To: **Honorable Vice Mayor & Councilmembers**

From: **Honorable Mayor Manny Cid**

Subject: **Twitter Live Feed during Council Meetings**

Date: **December 10, 2019**

Recommendation:

This oral report is intended to be informational. However, actions may result of this item.

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Town Mediation Program**

Date: **December 10, 2019**

Recommendation:

During the September 2016 Town Council Meeting, the Town Council provided direction to Town Staff to study the possibility of establishing a Town of Miami Lakes Mediation process by which residents would be able to resolve inter-neighbor conflicts through an informal mediation process, rather than resorting to the Town Code Enforcement Court Magistrate process.

An interesting discovery is that the statewide, Circuit and County Court mediation resolution process had its genesis in municipal courts through a non-profit concerned citizens group. As municipal courts were dissolved, municipalities abandoned this process. However, there are processes that remain, for example Saint John County.

Attached is a proposed process that the Town can adopt for matters in which the Town is a party and for matters in which the Town is not a party.

Attachments: Town Mediation Program

This oral report is intended to be informational. However, actions may result of this item.

Structure for a Town of Miami Lakes Citizens Dispute Mediation Program

Premise: The Town wants to make mediation of certain disputes available to residents on a no/cost or low/cost basis.

Types of Dispute:

1) Neighbor/Neighbor
2) Neighbor/ HOA
3) Resident/Town (zoning and code disputes, improvements, etc)
4) Business/Business (both operating in Town)
5) Resident/Business

How Initiated

When Town Involved:

1) If dispute is with Town, request is filed on-line or with Manager's Office and assigned a Dispute number.
2) Request Screened by Manager's Staff to Ensure request meets type of Dispute and no other persons need to be involved.
3) If request does not meet criteria, then letter sent out advising of alternatives sources of dispute resolution services
4) If request meets criteria, then the dispute is sent to a contracted dispute resolution center that coordinates date and time and sends out a confirming letter.
5) Initial Mediation session lasts no more than 3 hours. Town sends authorized representative.
6) Town Bears the Costs of Mediation
7) Confidentiality of settlement subject to Chapter 119 or Sunshine Law.

When Town Not Involved.

1) Town maintains a list of Dispute Resolution Providers. Citizen calls and requests a mediator and is assigned a dispute number. Town provides names of a mediator on rotation basis.
2) If first Mediator cannot accept assignment, then next mediator on list.
3) Mediator sends out invitation to other party disputant. If accepted, then mediator sets time and date for session.
4) Parties who participate in mediation splits fees and costs, if any. Sliding scale fees based on type of dispute, (i.e., neighbor/neighbor or Business/Business).
5) Parties agree to be bound by any agreements reached at mediation. All discussions and settlements are confidential and to the extent other persons or entitles need to be aware of resolution to effectuate settlement.

6) Settlement agreement is enforceable as a “breach of contract.”
7) If no agreement is reached, mediator simply reports to Town Manager that fact and refers to assigned Dispute number.
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Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Discussion of Scheduling of Workshops**

Date: **December 10, 2019**

Recommendation:

Oral report to be given regarding the scheduling of the Town Workshops. Actions may result of this item.

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Edward Pidermann, Town Manager**

Subject: **Town Manager Monthly Police Activity Report**

Date: **December 10, 2019**

Recommendation:

Please see attached report.

This oral report is intended to be informational. However, actions may result of this item.

Attachments:
TML Monthly Town Council Meeting Crimes Report
TML Targeted Crimes Year to Date Report

Miami Dade Police Department, Town of Miami Lakes

TML Crime Report November 25, 2019

Section 1 – COMPSTAT CRIMES

Crime	***Auto Theft*** *(**58 incidents** as of 11/25/2019. Date of last incident 11/24/2019)*
Statistical Info	*78 Incidents PYTD*
Trends	*Vehicles stolen overnight from commercial plazas and apartment complex parking lots.*
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.* • *Comp Details are being scheduled for increased police visibility.*
Crime	***Theft*** *– (**117 incidents** as of 11/25/2019. Date of last incident 11/24/2019)*
Statistical Info	*125 Incidents PYTD*
Trends	*Retail Theft, Unattended Property*
Action Taken	• *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.*
Crime	***Robbery*** *– (**13 incidents** as of 11/25/2019. Date of last incident 10/09/2019)*
Statistical Info	*Up by 3 as opposed to PYTD*
Trends	*Last incident occurred on October 9, 2019 at 8:15 pm. B/M subject entered the Marathon Gas Station (6185 Miami Lakes Drive) and demanded money from the employee behind the counter. The employee handed the subject the cash register drawer containing approximately $250. Subject fled on foot. Robbery Detective Wever responded.*
Action Taken	• *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.*

	• *Current investigative information as well as BOLOs and Informational flyers are regularly shared with the TML Officers.* • *Comp Details are being scheduled for increased police visibility.*
Crime	***Aggravated Assaults** – (**18 incidents** as of 11/25/2019. Date of last incident 10/20/2019)*
Statistical Info	*Up by 10 as opposed to PYTD*
Trends	*No identifiable trends.*
Action Taken	• *Officers have been assigned directed patrols and are requested to remain highly visible and proactive in their assigned areas.*

Section 2 – SIGNIFICANT ARRESTS/ INCIDENTS

Day / Date / Time	*Friday / October 25, 2019 / 5:50 pm*
Location	*8001 Oak Lane*
On Friday, October 25, 2019, at approximately 5:50 pm, members of the South Florida Burglary Task Force identified a vehicle as having been involved in vehicle burglaries traveling into the Town of Miami Lakes. Task Force Detectives observed as the vehicle approached and burglarized a vehicle in a local daycare parking lot (8001 Oak Lane). The subjects stole a purse from an unoccupied vehicle. Detectives from MDPD's Intracoastal District conducted a felony stop and placed two subjects into custody. They also recovered the victim's property. A TML GIU Detective responded and prepared arrest affidavits for burglary to conveyance and possession of burglary tools. ***Arrestees: Kevin Williams and Deavis Curry.***	
Day / Date / Time	*Tuesday / November 5, 2019 / 10:50 pm*
Location	*152 Terrace NW 87 Avenue*
On Tuesday, November 5, 2019, at approximately 10:50 pm, a GIU Detective was called out regarding a wanted vehicle burglary subject who was in custody. On June 11, 2019, two subjects had burglarized a marked BSO police SUV by breaking the rear window and rummaging thru the rear compartment. The incident was captured on the victim's home surveillance system. The assigned GIU Detective had shared the images and subsequently identified one of the subjects. He was subsequently located on November 5, by Northwest District Officers for a similar incident where the he burglarized a marked MDPD police vehicle. The GIU Detective arrested the subject confessed to the incident. ***Arrestee: Erick Cook.***	
Day / Date / Time	*Friday / November 8, 2019 / 4:00 pm*
Location	*8351 NW 145 Street*

On Friday, November 8, 2019, GIU Detectives investigated a grand theft incident where three subjects were captured on video surveillance stealing a golf cart belonging to the Anchorage Community HOA located at 8351 NW 145 Street. The victim was able to provide the name of one of the subjects. GIU Detectives responded to that subject's residence. The subject confessed to his involvement in the theft and proceeded to identify the other two others and also provide the location of the stolen golf cart. The golf cart was recovered. A GIU Detective made contact with the parents of the two juvenile subjects who in turn brought them to the station where they were subsequently arrested for their involvement in the theft. ***Arrestees: 2 Juveniles and Martin Fernandez.***

Day / Date / Time	*Tuesday / November 12, 2019 / 8:50 pm*
Location	*6701 Miami Lakeway South*

On Tuesday, November 12, 2019, at 8:50 pm, a GIU Detective submitted an additional charge arrest affidavit clearing a burglary to vehicle incident that occurred on May 30, 2019 at a daycare located at 6701 Miami Lakeway South. The incident was captured on video surveillance. The GIU Detective shared the video and images with Detectives from Homestead Police Department who positively identified the subject in the video. ***Arrestee: Frederick Rolle.***

Day / Date / Time	*Wednesday / November 20, 2019 / 3:38 pm*
Location	*6800 Main Street*

On Wednesday, November 20, 2019, at 3:38 pm, a GIU Detective arrested a subject for a retail theft incident that occurred at the Victoria's Secret on Main Street. The GIU Detective had observed the subject, wearing a hoodie and carrying a large purse, enter the business. After a few minutes, the subject exited and began to walk away. The Detective made contact with the store manager who advised that the subject was involved in previous thefts. The Detective approached the subject at which point he fled on foot. Once detained, items that were stolen from the store were located. The subject was charged with theft, use of anti-shoplifting device, and resisting w/o. ***Arrestee: 1 Juvenile***

MIAMI DADE POLICE DEPARTMENT

CAS Compstat Targeted Crimes Year To Date - 74Y

Date Range: Jan 01, 2019 - Nov 25, 2019

095 - TOWN OF MIAMI LAKES

	2018 LYTD	2019 YTD	YTD % Change	Difference
01 Homicide	3	0	-100.00%	-3
02 Forcible Sex Offenses	1	3	200.00%	2
03 Robbery	10	13	30.00%	3
04 Larceny (Over)	125	117	-6.40%	-8
05 Auto Theft	78	58	-25.64%	-20
06 Burglary Commercial	8	8	0.00%	0
07 Burglary Residential	32	25	-21.88%	-7
08 Aggravated Assault	8	18	125.00%	10
09 Aggravated Battery	6	3	-50.00%	-3
TOTAL:	271	245	-9.59%	-26

/0 - Indicates that Percent Change formula cannot be divided by zero

Incident Date Range: Jan 01, 2019 - Nov 25, 2019
Division:
Agency: 095
Grids:
For Agricultural Patrol Section: N
Exclude UNFOUNDED cases
Exclude AOA's
Report Written = 'Y'
CAS Package

Town of Miami Lakes
Memorandum

To: **Honorable Mayor & Councilmembers**

From: **Rual Gastesi, Town Attorney**

Subject: **Attorney Reports**

Date: **December 10, 2019**

Recommendation:

There are currently several matters being litigated by the Town of Miami Lakes. Some of these matters are being referred to our insurance carrier to mitigate the Town's legal expense.

Background:

Michael Pizzi JR. v. Town of Miami Lakes
Verbal report to be provided, no expenses for the month November 2019

Juan Valiente v. Town of Miami Lakes
Verbal report to be provided, no expenses for the month November 2019

Jenkins v. FRS
Verbal report to be provided, no expenses for the month November 2019

Bridge Litigation Matters
Retention of Board Counsel for solication of Line of Credit