City of Opa-locka

Commission Chamber
215 Perviz Avenue
Opa-locka, FL 33054

REGULAR COMMISSION MEETING
Agenda

Wednesday, December 14, 2022
7:00 PM

City Commission
Mayor John H. Taylor, Jr.
Vice Mayor Natasha L. Ervin
Commissioner Dr. Sherelean Bass
Commissioner Joseph L. Kelley
Commissioner Veronica J. Williams

Appointed Officials
Interim City Manager Darvin Williams
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC

SPEAKING BEFORE THE CITY COMMISSION

NOTE: All persons speaking shall come forward and give your full name and address, and the name and address of the organization you are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting. City of Opa-locka Code of Ordinances Section 2-57

DECORUM POLICY

Any person making impertinent or slanderous remarks or who become boisterous while addressing the commission, shall be declared to be out of order by the presiding officer, and shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission be granted by the majority vote of the commission members. City of Opa-locka Code of Ordinances Section 2-58

NOTICE TO ALL LOBBYISTS

Any person appearing in a paid or remunerated representative capacity before the city staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

FLORIDA STATUTES, CHAPTER 285.0105

"If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person 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."

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

Members of the public can watch public meetings and public hearings at https://www.youtube.com/user/CityofOpaLocka

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

To participate virtually, please register by 7:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA

"The Great City"

AGENDA
REGULAR COMMISSION MEETING
December 14, 2022
7:00 PM

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **INVOCATION:**

4. **PLEDGE OF ALLEGIANCE:**

5. **AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**

   Special Award Presentation to former Commissioner Audrey Dominguez and former Commissioner Chris Davis by Commissioner Dr. Sherelean Bass

   Special Presentation to Opa-locka Hurricanes Football Team and Opa-locka Lady Canes Cheerleaders by Vice Mayor Natasha L. Ervin

6. **APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)**

7. **APPROVAL OF AGENDA:**

8. **APPROVAL OF MINUTES:**

   Regular Commission Meeting Minutes - October 12, 2022

   Special Commission Meeting Minutes - November 3, 2022

   Special Commission Meeting Minutes - November 16, 2022

9. **DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**

10. **PUBLIC PRESENTATIONS:**

11. **CITIZENS' FORUM:**

(Opportunity for discussion of any concerns – please limit to 3 minutes)

12. ACTION ITEMS (items from consent agenda pull list):

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING (CITY OF MIAMI IFB #1115382(28)), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC FOR MILLING AND RESURFACING, THROUGHOUT THE CITY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS AND FORTY CENTS ($288,482.40); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING (CITY OF MIAMI IFB #1115382(28)), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC FOR PAVEMENT RESURFACING, THROUGHOUT THE CITY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-TWO THOUSAND FOUR HUNDRED EIGHTY DOLLARS ($262,480.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR A GRANT FOR THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) RESILIENT**

FLORIDA GRANT FOR THE REHABILITATION OF LIFT STATIONS 9 AND 16, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) RESILIENT FLORIDA GRANT FOR THE COMMERCE NORTH DRAINAGE AND ROADWAY PROJECT, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE REBUILD FLORIDA MITIGATION GENERAL INFRASTRUCTURE PROGRAM FOR COMMERCE EAST TO MITIGATE FLOODING IN THE COMMERCE EAST AREA, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR FLOOD MITIGATION ASSISTANCE (FMA) FOR THE BURLINGTON STREET CANAL PHASES II AND III PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR A BUILDING RESILIENT INFRASTRUCTURES AND COMMUNITIES GRANT APPLICATION FOR REHABILITATION OF LIFT STATIONS 9, 12 AND 16, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE NEAT STREETS GROWING ROOTS FOR ENVIRONMENTALLY EQUITABLE NEIGHBORHOODS (GREEN) MIAMI-DADE COUNTY MATCHING GRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LOAN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND FOR IMPROVEMENTS TO THE CITY'S DRINKING WATER FACILITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

12. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR CONSTRUCTION SERVICES FOR THE REPLACEMENT OF THE SESAME STREET CULVERT, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

13. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR QUALIFIED CONTRACTOR(S) FOR THE REHABILITATION OF HISTORIC CITY HALL, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

14. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE INTERIM CITY MANAGER TO ISSUE A SPECIAL CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 1145 SHARAR AVENUE, WITHIN THE CITY, TO ALLOW FOR THE INSTALLATION OF FIVE IMPACT WINDOWS AND ONE IMPACT DOOR ON THIS REGISTERED HISTORIC PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

15. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE INTERIM CITY MANAGER TO ISSUE A SPECIAL CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 910 JANN AVENUE WITHIN THE CITY, TO ALLOW FOR THE CLOSURE OF THE TERRACE, A SECONDARY LIVING UNIT IN REAR OF PROPERTY, PAVERS, A PERGOLA, INTERIOR RENOVATIONS AND ROOF REPAIRS ON THIS REGISTERED HISTORIC PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

16. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH INSITE MARTIN STREET ADS, LLC FOR THE INSTALLATION OF BUS BENCHES / SHELTERS IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

17. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. FOR THE DEMOLITION OF THE EXISTING OFFICES AND CONSTRUCTION OF A NEW CITY COMMISSION CHAMBERS AT 780 FISHERMAN STREET (3RD FLOOR) PURSUANT TO RFP NO. 22-1115100 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. FOR SAME, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($149,750.00);**

PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

18. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. FOR THE DEMOLITION OF THE EXISTING OFFICES AND CONSTRUCTION OF NEW POLICE DEPARTMENT COMMAND STAFF OFFICES AT 780 FISHERMAN STREET (1ST FLOOR) PURSUANT TO RFP NO. 22-1115200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. FOR SAME, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-NINE THOUSAND, FIVE HUNDRED ($199,500.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

19. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CREATION OF A CONDOMINIUM STRUCTURE FOR 780 FISHERMAN STREET, WITHIN THE CITY, AND APPOINTING A CONDOMINIUM ASSOCIATION BOARD OF DIRECTORS; FURTHER DIRECTING THE CITY CLERK TO RECORD RELEVANT CONDOMINIUM DOCUMENTS WITH MIAMI-DADE COUNTY BY DECEMBER 31, 2022; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

20. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE SOURCEWELL COOPERATIVE PROGRAM AGREEMENT WITH CNH INDUSTRIAL AMERICA LLC. (CASE CONSTRUCTION BRAND) TO LEASE-TO-OWN A CASE 580SN BACKHOE LOADER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF CONVENIENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH AT 14585 NW 22 AVENUE AND IDENTIFIED BY FOLIO 08-2122-005-0690 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE DEVELOPMENT AGREEMENT REQUEST FOR THE CONSTRUCTION AND OPERATION OF A CONVENIENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH AT 14585 NW 22 AVENUE AND IDENTIFIED BY FOLIO 08-2122-005-0690 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL, AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000-0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL, AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000-0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AN AGREEMENT FOR THE EXCHANGE OF THE SURPLUS CITY PROPERTY IDENTIFIED BY FOLIO 08-2122-007-0270, AND OWNED BY THE CITY WITH PROPERTY IDENTIFIED BY FOLIO 08-2122-000-0031, AND OWNED BY VSQUARED INVESTMENTS; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN VSQUARED INVESTMENTS, LLC. AND CITY OF OPA-LOCKA, FLORIDA; AND TO TAKE ALL OTHER NECESSARY ACTIONS TO EFFECTUATE THE INTENT OF THIS ORDINANCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE**.

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT AN AMENDMENT TO THE LAND DEVELOPMENT**

REGULATION, ORDINANCE 15-31, TO PERMIT TRACTOR TRAILER TRUCK AND / OR MAJOR VEHICLE (10,000 LBS OR GREATER) PARKING IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING AND REPLACING CHAPTER 14, ARTICLE I, TO ESTABLISH A NUISANCE ABATEMENT PROGRAM; PROVIDING FOR THE CREATION OF A SPECIAL NUISANCE ABATEMENT TRUST FUND; PROVIDING FOR DEFINITIONS; PROVIDING FOR SUPPLEMENTAL MEANS FOR ENFORCEMENT; PROVIDING FOR POWERS AND DUTIES OF A NUISANCE INSPECTOR; PROVIDING FOR ENFORCEMENT PROCEDURE, COMPLIANCE REQUIREMENTS, PENALTIES, ATTORNEY'S FEES, REMEDIAL MEASURES AND IMPOSITION OF A SPECIAL ASSESSMENT AND LIENS TO RECOVER COSTS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on November 14, 2022).** *Sponsored by Commissioner Williams*

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

21. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board
1 individual appointment (Mayor Taylor)
1 individual appointment (Vice Mayor Ervin)
1 individual appointment (Commissioner Bass)
1 individual appointment (Commissioner Kelley)

Community Relations, Recreation and Activities Board
1 individual appointment (Mayor Taylor)
1 individual appointment (Vice Mayor Ervin)
1 individual appointment (Commissioner Bass)

1 individual appointment (Commissioner Kelley)
1 at-large appointment

Historic Environmental Preservation Board
1 at-large appointment

Housing Authority and Nuisance Abatement Board
1 individual appointment (Mayor Taylor)
1 individual appointment (Vice Mayor Ervin)
1 individual appointment (Commissioner Bass)
1 individual appointment (Commissioner Kelley)
1 individual appointment (Commissioner Williams)

Planning & Zoning Board
1 at-large appointment

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **City of Opa-locka Holiday BINGO sponsored by Mayor John H. Taylor, Jr., Vice Mayor Natasha L. Ervin and Commissioner Joseph L. Kelley on Friday, December 9, 2022 at 6:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, FL.**

2. **City of Opa-locka Holiday in the Park Toy Giveaway on Saturday, December 17, 2022 from 11:00 a.m. - 4:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, FL. Pre-registration required by calling 305.953.2975.**

3. **City of Opa-locka Monthly Free Food Distribution sponsored by Commissioner Joseph L. Kelley and Vice Mayor Natasha L. Ervin, Wednesday, January 4, 2023 from 10:00 a.m. - 1:00 p.m., Sherbondy Park Pavilion, 777 Sharazad Boulevard.**

4. **City of Opa-locka Planning & Zonning Appeals Board Meeting on Tuesday, January 10, 2023 at 7:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, FL.**

5. **City of Opa-locka Martin Luther King Jr. Walk sponsored by Commissioner Joseph L. Kelley, Saturday, January 14, 2023 at 9:00 a.m., Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL.**

6. **Free aerobics classes sponsored by Mayor John H. Taylor, Jr. every Monday & Wednesday from 6 p.m. - 7 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, FL.**

For further information, please contact the Office of the City Clerk by telephone at (305) 953-2800 or email jflores@opalockafl.gov.

CITY OF OPA-LOCKA

"The Great City"

CLERK'S ACTION SUMMARY MINUTES
REGULAR COMMISSION MEETING
October 12, 2022
7:00 P.M.

1. CALL TO ORDER:

Mayor Williams called the meeting to order at 7:31 p.m. on Wednesday, October 12, 2022 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass, Commissioner Chris Davis, Commissioner Audrey Dominguez, Vice Mayor John H. Taylor Jr., and Mayor Veronica J. Williams. Also, in attendance were: Interim City Manager Darvin Williams, City Attorney Burnadette Norris-Weeks, Assistant City Attorney Candice Cobb and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was delivered by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

DELTA DAYS IN THE CITY OF OPA-LOCKA
Presentation by Mayor Veronica J. Williams

Mayor Williams welcomed everyone to the second annual Delta Days in the City of Opa-locka and presented a Proclamation to the Miami Alumnae Chapter of Delta Sigma Theta Sorority as well as to the Miami-Dade County Alumnae Chapter of Delta Sigma Theta Sorority.

6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions):

There were no Items on the Consent Agenda.

7. APPROVAL OF AGENDA:

It was moved by Vice Mayor Taylor, seconded by Commissioner Davis, to approve the Agenda.

There being no discussion, the motion to approve the Agenda passed by a 5-0 vote.

Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Mayor Williams	Yes

8. APPROVAL OF MINUTES:

Special Commission Meeting Minutes - August 22, 2022

It was moved by Commissioner Bass, seconded by Vice Mayor Taylor to approve the minutes from the Special Commission Meeting Minutes - August 22, 2022.

There being no discussion, the motion to approve the minutes passed by a 5-0 vote.

Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Commissioner Davis	Yes
Mayor Williams	Yes

Regular Commission Meeting Minutes - September 14, 2022

It was moved by Vice Mayor Taylor, seconded by Commissioner Davis to approve the minutes from the Regular Commission Meeting Minutes - September 14, 2022.

There being no discussion, the motion to approve the minutes passed by a 5-0 vote.

Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	Yes
Mayor Williams	Yes

9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:

There was none.

10. PUBLIC PRESENTATIONS:

There were none.

11. CITIZENS' FORUM:
(Opportunity for discussion of any concerns – please limit to 3 minutes)

City Clerk Joanna Flores announced the protocol for public participation at City Commission meetings.

Mayor Williams opened the Citizens' Forum.

Mr. Alex Van Mecl who resides at 806 Jann Avenue addressed the Commission virtually and thanked City Manager Williams and City Staff for the completion of the tree plantings on Perviz Avenue surrounding Sherbondy Park. Mr. Van Mecl also said that he noticed that signage was placed at the park's entrance, signaling the new fence installation that will be completed next month, sharing that he is elated about the 2 initiatives, and he also thanked the Commission for supporting it. He added that he is excited to see more progress before the end of the year and into next, suggesting that Sharazad, Main Street and the adjacent streets could get revitalized by landscaping the easements, in addition to requesting that Public Utilities Staff look into the lighting in front of Historic City Hall that has been completely inoperable for many months. Mr. Van Mecl went on to note that it has been over a year since he bought and moved into his historic home that he has been accurately restoring, and he shared how proud he is to be an Opa-locka Resident. He recognized that he sees many positive changes coming and added that he thinks it is the sort of narrative that the City needs to be publishing and promoting to the entire region as part of the next phase of the City's Arabian Nights magic. Mr. Van Mecl concluded by encouraging everyone to move onward as one unified Opa-locka and said he would see them all at Conga-locka on Sunday.

Ms. Celia Pruett who resides at 2350 NW 141 Street stated that she had not heard from anyone after the Commission's last meeting despite her phone number being taken but shared that she has noticed that some type of cleanup is taking place at the home in question at 2410 NW 141st Street where she said young homeless people are putting up residence. Recognizing that there is still work to be done, she acknowledged that she is aware of the squatting law and said that the longer they stay, the harder it will be for them to leave, adding that it's not fair to the Residents that are paying taxes. Ms. Pruett went on to say that she has an issue with the City Workers, stating that something needs to be done to compensate them in a way that they can do their jobs properly and take pride in the City. She also said that she will encourage her neighbors to clean up around their areas by cutting

her own yard and leading by example. Ms. Pruett added that something needs to be done to clean out the drainage system by the Northwest Seafood when it rains, pointing out that it is Hurricane Season and stating that they have all year to make sure that the preparation is done. She shared that she has a neighbor on NW 139th Street who has the water go right into her home, expressing that she feels so bad for her because the neighbor has complained so much about it.

Ms. Lisa Cunningham yielded her 3 minutes to Ms. Celia Pruett.

Ms. Celia Pruett continued her comments suggesting that more police presence is needed within the neighborhoods. She said that she has followed Police Chief Scott Israel from when he was in Broward County and said he is good, urging him to make sure that they do better. Ms. Pruett said that they don't see a lot of her, but she stated that she takes pride in her City because it's like a part of her home, and when things are not in order, she has an issue with that. She stated that she is going to keep coming back, assuring the Commission that she doesn't like to make problems, but is concerned and likes to see things done. Ms. Pruett urged the Commission to come up with an action plan to do things in order as quickly as possible because the Residents voted for them and are dependent on them. She concluded by stating that they need to work together in partnership, offering to do anything she can to assist, offering assurances that she is not going anywhere.

Ms. Natasha Ervin who resides at 670 Dunad Avenue said that she wanted to say hello to all the Deltas, sharing that she is from a family of Deltas as the daughter-in-law of Gussy Ervin, with her kids growing up in Delta and both being Deltas themselves.

Mr. Merrick Williams noted that he wore a red hat, which he said was the right color as part of the celebration of Delta Days in Opa-locka. Mr. Williams said that he is hoping to become an Opa-locka Resident and continuing that proud tradition at the property located at 1211 Peri Street. He shared that the property has been left to die and his only goal is to help restore it by bringing a bright new look to the house and community, in addition to becoming an active community member. Mr. Williams lamented that past and current violations are impeding him, including liens and violations for the home not being painted or safe, pointing out that the seller was a community member for many years who passed. He asked what happens after he becomes the owner, considering that there are daily fines being assessed to the property, because he said that in order for him to close and get clear title, he has to have some type of agreement with the City where those fines don't continue. Mr. Williams shared that he has reached out to the City Manager and Code Enforcement Department Manager Wilma Wilcox and said that he is looking for some help and guidance so that he can get the sale closed and the property rehabbed to make it his home.

There being no additional members of the public to address the Commission, Mayor Williams closed the Citizen's Forum.

12. ACTION ITEMS (items from consent agenda pull list):

There were none.

13. ADMINISTRATION:

CONSENT AGENDA:

There were no Items on the Consent Agenda.

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:
There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

   The above ordinance was read by City Attorney Norris-Weeks.

It was moved by Commissioner Davis, seconded by Vice Mayor Taylor to discuss Agenda Item 16-A-1.

Mayor Williams opened the Public Hearing for Agenda Item 16-A-1.

There being no members of the public to address the Commission, Mayor Williams closed Public Hearing for Agenda Item 16-A-1.

Mayor Williams asked Interim City Manager Williams to introduce Agenda Item 16-A-1.

Interim City Manager Williams asked Budget Administrator Bob Anathan to answer any questions that the Commission had about Agenda Item 16-A-1.

Budget Administrator Bob Anathan delivered a report to the Commission, detailing the line items included in the budget amendment proposed by Agenda Item 16-A-1.

There being no discussion, the proposed ordinance passed its first reading by a 5-0 vote.

Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Mayor Williams	Yes

17. CITY MANAGER'S REPORT:

Manager Williams apologized to Ms. Celia Pruett that no one had responded to her regarding the abandoned property at 2410 NW 141st Street, as she had noted during the Citizens' Forum. The Manager also addressed Ms. Pruett's concern regarding the compensation of City Employees, pointing out that the City closed and executed the contract with American Federation of State, County and Municipal Employees union, which he noted was the first contract with that union in 14 years. He shared that the contract included a minimum wage of $15 per hour, including for some of the school crossing guards who were making $10.25. Addressing Ms. Pruett's comment about improving the City's Police force, he noted that she had commended his appointment of Police Chief Scott Israel, who he said has been doing a tremendous job. The Manager reported that arrests are up, and the crime rate is down, with Police presence being more prevalent through increased patrols. He also shared that the City is closing on the first Police Benevolent Association union contract that has been open for 12 years. Manager Williams noted that at a minimum wage of $38,000 the City of Opa-locka has the lowest

compensation rate for Police Officers in the State of Florida but the new contract that was just negotiated will raise the salary to $48,000 and will make the City competitive with other cities in Miami-Dade County. He went on to address Ms. Pruett's concern about storm water drainage, acknowledging that it is an issue, but offering assurances that it's one that they will continue to take on because the City does not have storm water drainage throughout the entire City. Pointing out that it would cost approximately $100 million, the Manager reported that his Administration has sought tens of millions of dollars in grants and are dedicating some American Rescue Plan Act funds and other resources to getting the storm water drainage installed. He shared that approximately 25% has been completed and the City is continuing to move on that. Manager Williams also pointed out that since 2018 when he began working with the City, his experience has been that Opa-locka' s streets are flooded for 2 to 3 weeks after the rest of Miami-Dade County is dry because they have stormwater drainage, but he thanked the Public Works Department for mobilizing during Hurricane Ian to manually pump all of the water out of the City's streets. He assured Ms. Pruett that under the current Commission and Administration, Opa-locka is on the move and said that her concerns would be addressed, apologizing again that nobody gave her the update directly and stating that it would not happen again. Manager Williams then went on to address the concerns expressed by Mr. Merrick Williams during the Citizens' Forum and he confirmed that he had been made aware that he had spoken with the Community Development Department and the Code Enforcement Department, adding that he will be setting up a meeting with him next week to review any actions that his Office has the authority to take regarding the liens and fines. The Manager pointed out that generally speaking, liens and fines would need to be cleared in order for action to be taken and an agreement to be in place with new owners, which he said they will discuss.

Manager Williams then introduced special presentations for the Commission, Residents and the ladies of the Delta Sorority. He acknowledged that the Deltas are all about social change, activism, political engagement and economic development, and shared that the City's affordable housing initiative will bring approximately 360 units of new affordable homes into Opa-locka within the next 48 months with a formal presentation once it is finished. The Manager went on to introduce the special presentation on the Illegal Dumping Task Force, explaining that it is a very unique problem to the City because others have come from outside of the City to dump their waste, stating that the Commission and Administration are attacking the problem head-on. Acknowledging that Mayor Williams sponsored legislation that will provide rewards for those who report illegal dumping, Manager Williams said his Administration has supported by creating the Illegal Dumping Task Force. He commended the Illegal Dumping Task Force for making its first arrest based on its first tip, expressing excitement to get the City cleaned up. Explaining the magnitude of the problem, the Manager said that the City had to look for support from the County to clean up some serious industrial illegal dumping on Cairo Lane in the last 90 days, because the estimated cost was $1 million. Manager Williams acknowledged that it is a serious problem that affects the health, safety and wellness of the Residents, and he asked Assistant City Manager Sha'mecca Lawson to provide a presentation on the Illegal Dumping Task Force.

Assistant City Manager Sha'mecca Lawson was joined by Police Department Captain Hugo Alvarado and Code Enforcement Department Manager Wilma Wilcox to deliver a presentation on the Illegal Dumping Task Force.

Mayor Williams thanked the Illegal Dumping Task Force.

Commissioner Bass said that she is very happy to see the progress that has already been made by the Code Enforcement Department, Information Technology Department, Police Department and the City Manager's Office on the illegal dumping initiative. The Commissioner also thanked all of the Residents who are making sure that the City's streets are cleaner and safer.

Commissioner Davis thanked Mayor Williams for leading on the issue of illegal dumping, acknowledging that it has been a long-standing problem in the community. Recognizing that he has been on the Commission for a few seasons, he lamented that it was a problem that the City couldn't get a handle on and recognized that the accomplishment made was a big one.

Mayor Williams acknowledged how awesome the accomplishments of the Illegal Dumping Task Force were. The Mayor went on to commit that the Commission is going to keep moving to make sure that Opa-locka is the neighborhood community that everyone wants to live, work and play in, adding that she believes they are almost there.

Interim City Manager Williams then introduced the Hurricane Preparedness presentation, pointing out that the City was just impacted by Hurricane Ian, reporting that the City was prepared and offering assurances that it will continue to be prepared. The Manager asked Assistant City Manager Sha'mecca Lawson to deliver a presentation on Opa-locka' s Hurricane Preparedness.

Assistant City Manager Sha'mecca Lawson delivered a presentation on Opa-locka' s Hurricane Preparedness.

Vice Mayor Taylor thanked the Public Works Department, sharing that he was there during the time that the hurricane preparedness bags and sandbags were provided, and said that he enjoyed being able to give back to the Residents.

Mayor Williams thanked all City Employees, especially the Public Works Department, and the Commission, that was there to hand out the hurricane preparedness bags, to let Residents know that they care.

Interim City Manager Williams recognized all of the Members of the Commission who came out to fill sandbags and hand them out with the hurricane preparedness bags together with the Public Works Department, in addition to helping to get the word out with videos on social media to inform Residents. The Manager then went on to introduce the presentation on the Environmental Task Force, acknowledging that the State of Florida has cited the City of Opa-locka regarding some of its environmental issues. He stated that his Administration, with the guidance of the Commission, is looking to take on the issue directly during their weekly meetings with all 13 City Department Heads. Manager

Williams explained that the Environmental Task Force is a multi-departmental task force that works to better our environment and our community. The Manager asked Capital Improvement Projects Director Adelina Gross to deliver the presentation on the Environmental Task Force.

Capital Improvement Projects Director Adelina Gross delivered a presentation on the Environmental Task Force.

Interim City Manager Williams recognized the City of North Miami Beach Manager's Office and their Commissioner Daniela Jean for their assistance with the hurricane preparedness plan. The Manager also acknowledged Miami-Dade County for its support to coordinate with both the Illegal Dumping Task Force and the Environmental Task Force.

City Attorney Norris-Weeks provided notice of a private closed-door session pursuant to Section 447.605 of Florida Statutes, to be held in the Commission Chambers at Sherbondy Village Auditorium, located at 215 Perviz Avenue, on October 19, 2022 at 5:30 pm or soon thereafter. The City Attorney said that the purpose of the meeting was to discuss union negotiations between the City of Opa-locka and the Dade County Police Benevolent Association, also known as the South Florida Police Benevolent Association. She also stated that the meeting is expected to last 1 hour, with a Special Commission Meeting following the meeting.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

There were none.

20. MAYOR/COMMISSION REPORTS:

Vice Mayor Taylor gave a shout out to Dr. Cynthia Clay, the Principal of Dr. Robert B. Ingram Elementary School who he recognized as a member of the Delta Sorority and shared that she brought heavy hitters to her school to promote pedestrian safety as part of their walk to school event. The Vice Mayor also said he was very proud of the Police Department, which he said participated in the event. He went on to invite everyone to the Conga-locka Latin music festival on Sunday at 5 pm at the Opa-locka Municipal Complex. Vice Mayor Taylor concluded by stating that he is impressed by the sisterhood and community that the Delta Sorority has, acknowledging that he is not a Delta despite the fact that he was wearing a red jacket.

Commissioner Dominguez reminded everyone of the Hispanic Heritage event that's going to be at Sherbondy Village at 6 pm. The Commissioner went on to give a shout out to the Public Works Department because they did an excellent job cleaning a corner that she

described as an eyesore that had been bothering her for a long time, adding that she is going to put the pictures up. She also thanked Sargent Jacksonville and the Police Officers that are doing their work, because she was very happy to see that something was being done about the illegal activity near the Quick Stop on 135th that she said she drives by every day, adding that the area is very dangerous and children cross the street there, suggesting that more officers are needed in the area.

Commissioner Bass gave a shout out to Dr. Cynthia Clay, her Principal at Dr. Robert B. Ingram Elementary School, who she called the best principal ever. The Commissioner also thanked everyone employed by the City of Opa-locka, stating that she sees the City is moving forward and asserting that they will not stop. She went on to assure everyone that they will continue to pray, push and deliver, adding that she is elated to be on the Commission. Commissioner Bass concluded by inviting everyone to a Community Baby Shower that she will be hosting on Friday at 7 pm at 13875 NW 22nd Avenue.

Mayor Williams shared that Vice Mayor Taylor had pointed out that the members of the Delta Sorority were writing and taking pictures, and she explained that the reason they do Delta Days is to descent on cities and school boards all over the nation to write notes and take pictures, so that they can take action and better the communities that they live in. The Mayor said that they are so well connected and said that they will make calls and write legislation and thanked the members of Delta Sigma Theta for showing for her last Delta Days in Opa-locka as Mayor, stating that it was an absolutely beautiful experience, urging them to keep going and pushing. She also thanked the Commission for all of its hard work. Mayor Williams concluded by reminding everyone not to forget that October is also Breast Cancer Awareness Month, urging everyone to continue acknowledging those that have been lost and the survivors as well.

21. OFFICIAL BOARD APPOINTMENTS:

There were none.

22. ADJOURNMENT:

There being no further business to come before the City Commission, the meeting adjourned at 8:44 p.m.

Veronica J. Williams
Mayor

Attest:

_____

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA

"The Great City"

CLERK'S ACTION SUMMARY MINUTES
SPECIAL COMMISSION MEETING
November 3, 2022
6:30 P.M.

1. CALL TO ORDER:

Mayor Williams called the meeting to order at 6:45 p.m. on Thursday, November 3, 2022 at Sherbondy Village, 215 Perviz Avenue, 2nd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Dr. Sherelean Bass, Commissioner Chris Davis, Commissioner Audrey Dominguez, Vice Mayor John H. Taylor Jr. and Mayor Veronica Williams. Also, in attendance were: Interim City Manager Darvin Williams, City Attorney Burnadette Norris-Weeks and City Clerk Joanna Flores.

3. INVOCATION:

Mayor Williams invited everyone to stand and observe a moment of silence.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC INPUT: (agenda items only)

Mayor Williams opened the floor for Public Input.

There being no members of the public to address the Commission, Mayor Williams closed Public Input.

6. RESOLUTIONS:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION, EFFECTIVE OCTOBER 1, 2021 THROUGH

SEPTEMBER 30, 2024; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

The above resolution was read by City Attorney Burnadette Norris-Weeks.

It was moved by Vice Mayor Taylor, seconded by Commissioner Davis to discuss Agenda Item 6-1.

Mayor Williams asked Interim City Manager Williams to introduce Agenda Item 6-1.

Interim City Manager Williams recognized the proposing of the approval and ratification of the collective bargaining agreement between the City of Opa-locka and South Florida Police Benevolent Association, as a momentous occasion. The Manager said that the Commission and his Administration got it done after many Commissions had looked to bring forth the contract. He shared that significant changes to the contract benefit the City and the Employees, including a significant pay increase to help with retention and pull down the turnover rate. Manager Williams shared his excitement to bring the contract to the Commission and expressed his appreciation to the Commission for making themselves available during the busy election season to ratify the contract.

Vice Mayor Taylor stated that he is excited to see the agreement between the City of Opa-locka and South Florida Police Benevolent Association finally on the Commission's Agenda. The Vice Mayor recognized that the Police Department was happy to see it, and he stated that it is a step in the right direction because the Commission has the Police Department's back and are on their side. He asserted that public safety is a priority in the City and concluded by stating that the Commission wants to let the City's Police Officers know that they support them.

Mayor Williams said ditto to what Vice Mayor Taylor said and shared her excitement that the agreement between the City of Opa-locka and South Florida Police Benevolent Association is happening. The Mayor recognized that the City has had many accomplishments throughout the year but said that this was by far one of the largest accomplishments. She expressed her hope that the upward trajectory continues, stating that she knows it will. The Mayor concluded by offering kudos to the Police Department, the PBA, City Staff, the City Attorney and everyone that was involved.

There being no additional discussion, the resolution proposed in Agenda Item 6-1 passed by a 5-0 vote.

Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Mayor Williams	Yes

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF ROAR MEDIA FOR PUBLIC RELATIONS AND MARKETING CONSULTANT SERVICES AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager* ***(Item deferred)***

Mayor Williams asked if Agenda Item 6-2 had been deferred.

City Clerk Flores confirmed that Agenda Item 6-2 had been deferred.

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING SUBMITTED LEGAL INVOICES FROM BURNADETTE NORRIS-WEEKS, P.A.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Attorney*

The above resolution was read by City Attorney Norris-Weeks.

It was moved by Commissioner Bass, seconded by Vice Mayor Taylor to discuss Agenda Item 6-3.

Mayor Williams asked City Attorney Norris-Weeks to introduce Agenda Item 6-3.

City Attorney Norris-Weeks informed the Commission that the resolution proposed by Agenda Item 6-3 would approve the legal invoices she submitted. The City Attorney reminded the Commission that they had last approved all of the 2021 invoices, and that the current submitted invoices go up to June. She said that she actually has some more bills, but she didn't have a chance to go by her office before coming to the meeting and went on to say that if it was okay, she could put the other 3 on the Commission Agenda, bringing her current for the year as she said she promised Commissioner Bass.

There being no discussion, the resolution proposed by Agenda Item 6-3 passed by a 4-1 vote.

Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Commissioner Davis	No
Mayor Williams	Yes

7. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Vice Mayor Taylor, seconded by Commissioner Bass to adjourn the Special Commission Meeting at 6:51 p.m.

Veronica Williams
Mayor

Attest:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA

"The Great City"

CLERK'S ACTION SUMMARY MINUTES
SPECIAL COMMISSION MEETING
November 16, 2022
6:00 P.M.

1. CALL TO ORDER:

Mayor Williams called the meeting to order at 6:13 p.m. on Wednesday, November 16, 2022 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Dr. Sherelean Bass, Commissioner Chris Davis, Commissioner Audrey Dominguez, Vice Mayor John H. Taylor Jr. and Mayor Veronica Williams. Also, in attendance were: Interim City Manager Darvin Williams, City Attorney Burnadette Norris-Weeks and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was led by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC INPUT: (agenda items only)

Mayor Williams opened the floor for Public Input.

There being no members of the public to address the Commission, Mayor Williams closed Public Input.

6. RESOLUTIONS:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING THE ELECTION RESULTS OF THE CITY OF OPA-LOCKA GENERAL AND SPECIAL ELECTION HELD ON NOVEMBER 8, 2022 AS SET FORTH IN ATTACHED EXHIBIT "A";

PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Clerk*

The above resolution was read by City Attorney Burnadette Norris-Weeks.

It was moved by Vice Mayor Taylor, seconded by Commissioner Dominguez to discuss Agenda Item 6-1.

Mayor Williams asked City Clerk Flores to introduce Agenda Item 6-1.

City Clerk Flores stated that the City of Opa-locka held a general and special election on Tuesday, November 8, 2022 and received the certification from Miami-Dade County on Monday, November 14th. The Clerk explained that the resolution proposed by Agenda Item 6-1 would adopt the election results, as certified by the Miami-Dade County Elections Department.

There being no discussion, the resolution proposed in Agenda Item 6-1 passed by a 5-0 vote.

Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Commissioner Bass	Yes
Mayor Williams	Yes

7. RECOGNITION AND SEATING OF NEWLY ELECTED OFFICIALS:

Mayor Williams thanked the current Commission Members for their service and all that they do. The Mayor expressed her belief that they will continue to be great Citizens and Commissioners of the great City of Opa-locka. Mayor Williams proceeded to invite everyone to clap for the newly elected Mayor John Taylor and the new Commission Members, Vice Mayor Natasha Ervin, Sherelean Bass, herself and Commissioner Joseph Kelley. The Mayor then invited the new Commission Members up to the Dais.

City Clerk Flores stated that the arrangement for the seating of the newly elected officials would be done to switch the seats over and then the newly elected officials would be allowed to make brief comments before the meeting was adjourned.

Mayor John Taylor recognized the new Vice Mayor Natasha Ervin to the Dias and returning Commissioner Pastor Joseph Kelley. The Mayor thanked Commissioners Audrey Dominguez and Chris Davis for their years of service in the City, stating that they had an exciting time working with them and expressing his hope that they are not strangers to Opa-locka adding that they look forward to working with them again. Welcoming the

new Commission, Mayor John Taylor acknowledged Vice Mayor Natasha Ervin, Commissioner Joseph Kelley, Commissioner Sherelean Bass and Commissioner Veronica Williams. The Mayor said that it is truly an honor and a privilege to serve as Mayor for the next 4 years, expressing his excitement for the direction the City is going in, offering assurances that they are going to do some good things on the Dais in the great City of Opa-locka. He then asked Vice Mayor Ervin if she had any words to share.

Vice Mayor Ervin stated that she is excited about the new position she has and promised that she will do everything in her power to continue to make Opa-locka a great City. The Vice Mayor thanked those that voted for her, and she promised not to let them down. She concluded by stating that she looks forward to the next 4 years, doing the best that she can on the Dais.

Mayor Taylor asked Commissioner Kelley if he had any words to share.

Commissioner Kelley stated that he doesn't have much to say at the moment and said he wanted to defer his time to allow Commissioner Audrey Dominguez and Commissioner Chris Davis to share any words of wisdom, noting that Commissioner Davis left. Commissioner Kelley acknowledged that Mayor Taylor thanked them for their service, but he said that having been on the Dais and having served voters, he will give his time to Commissioner Dominguez. The Commissioner concluded by thanking Commissioner Dominguez and Commissioner Davis for their service, adding that he is not new to this and pointing out that he has plenty of time to talk.

Commissioner Audrey Dominguez thanked Commissioner Kelley, stating that she truly appreciated it and gave thanks. The Commissioner acknowledged that she had already said it, but said she would say it again, and thanked everybody for supporting her when she was appointed, sharing that she was very grateful. She said that she learned a lot, stating that it's very different sitting in the public than sitting on the Dais, adding that there is a lot of stuff happening on the Dais that nobody knows that is tough, but she said that they got through it. Commissioner Dominguez went on to say that she wanted to repeat that she was very proud to say that she was the first Hispanic Latina woman to be a Commissioner of the City of Opa-locka, recognizing it as a great accomplishment for her, her children and her grandchildren. She offered assurances that she is going to continue to be involved in the City and they will see a lot of her, stating that they shouldn't think she is leaving anywhere. Commissioner Dominguez concluded by expressing her thanks for the opportunity.

Commissioner Kelley thanked Mayor Taylor, said that it was all he had, gave God the glory and urged the Commission to get to work.

Commissioner Bass thanked everyone who supported her in her journey as Commissioner of Opa-locka. Moving forward in the 4 years that she is facing, the Commissioner recognized that there are going to be ups and downs but said that the only thing she promises is to be true, transparent and honest. Commissioner Bass concluded by asserting that together they can make things happen, reminding everyone that together they will stand but divided they will definitely fall.

Commissioner Williams offered glory to God and thanked God for the Commission continuing to serve. The Commissioner reminded her colleagues that they are public servants and urged them to make sure that's what they do at all costs. Acknowledging that it is a statement she loves to say, Commissioner Williams concluded by stating that she is a change agent and urged everyone to be the change that they want to see in the world.

Mayor Taylor concluded the meeting by recognizing his colleagues as the new Commission in the great City of Opa-locka.

7. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to adjourn the Special Commission Meeting at 6:26 p.m.

_____

John H. Taylor Jr.
Mayor

Attest:

_____

Joanna Flores, CMC
City Clerk

Sponsored by: Interim City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING (CITY OF MIAMI IFB #1115382(28)), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC FOR MILLING AND RESURFACING, THROUGHOUT THE CITY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS AND FORTY CENTS ($288,482.40); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") initiated the Sidewalk Installation Project ("Project") to install new sidewalks in all areas within the City lacking sidewalks. Staff has divided the Project into phases based on priority needs in order to spread out the fiscal impact over time; and

WHEREAS, Staff has developed a scope of services for Phase VI of the Project; and

WHEREAS, the City of Miami previously awarded a contract to H&R Paving Inc. for pavement resurfacing services (attached as Exhibit "A"), pursuant to its Invitation for Bid (IFB) No. 1115382(28), for a three year period commencing March 22, 2021 through March 21, 2024; and

WHEREAS, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) the City may purchase and acquire under contracts with the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs and when the City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City received a proposal from H&R Paving, Inc., attached hereto as Exhibit "B", for Two Hundred Eighty-Eight Thousand Four Hundred Eighty-Two Dollars and Forty Cents ($288,482.40) for milling and resurfacing services, within the City, as provided herein; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the City of Miami contract with H&R Paving Inc., attached hereto as Exhibit "A", in order to benefit from already negotiated rates and enter into an agreement,

attached hereto as Exhibit "C", for milling and resurfacing services, throughout the City, as provided herein, in an amount not to exceed Two Hundred Eighty-Eight Thousand Four Hundred Eighty-Two Dollars and Forty Cents ($288,482.40).

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

Section 1. RECITALS ADOPTED.
The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION
The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback on the City of Miami contract (IFB #1115382(28)) with H&R Paving Inc. for qualified professional services for pavement resurfacing services and enter into an Agreement with H&R Paving, Inc., attached hereto as Exhibit "C", for milling and resurfacing services, throughout the City of Opa-Locka, in an amount not to exceed Two Hundred Eighty-Eight Thousand Four Hundred Eighty-Two Dollars and Forty Cents ($288,482.40).

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.
This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Director Signature:**				
Interim City Manager:	Darvin Williams			**CM Signature:**				
Commission Meeting Date:	*12/14/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X		**Enhance Organizational** ■ **Bus. & Economic Dev** □ **Public Safety** ■ **Quality of Education** □ **Qual. of Life & City Image** ■ **Communication** □					
Sponsor Name	City Manager		**Department:** Capital Improvements Program		City Manager			

Short Title:

MILLING & RESURFACING PHASE VI

Project No. 2023-06-002

Staff Summary:

The City initiated the Milling & Resurfacing Project to restore streets in the City in need of restoration. Staff has divided the project into phases based on prioritized needs to spread out the fiscal impact over time. Staff has developed a scope for Phase VI and received a proposal for this scope for $288,482.40.

Staff recommends continuing this project as it will enhance the City's image as well as improve driving conditions.

Therefore, Staff is requesting approval from the City Commission to authorize the City Manager to piggyback City of Miami IFB 1115382 for PAVEMENT RESURFACING SERVICES and accept the proposal from H&R Paving, Inc. for completion of Phase VI.

The City has 96 lane-miles of roadways for which it is responsible. Through Phase V, 25.3 lane-miles have been resurfaced. Phase VI will add another 1.5 lane-miles of resurfaced roadways.

Financial Impact

Account	Description	Available	Project	Remaining Balance
47-541800	Resurfacing Improvements	$394,777.00	$288,482.40	$106,294.60

Proposed Action:

Staff recommends approval of this item to mitigate possible future safety issues and to provide overall improvement in driving on City's roads.

Attachment:

1. Agenda
2. Proposal provided by H&R Paving, Inc.
3. Street Map
4. City of Miami NTP Letter and BID form Package in response to the IFB 1115382
5. Opa-locka Piggyback Contract.

1955 NW 110 Ave., Miami, FL 33172
Telephone: (305) 261-3005
Fax: (305) 592-6079

H&R PAVING INC.

LICENSED AND INSURED

PROPOSAL

QUOTE NO.	
DATE:	11-3-22

City of Miami Contract #: 1115382

TO	CITY OF OPA LOCKA 780 Fisherman St OPA-LOCKA, FL 33054
CONTACT	Carlos Gonzalez

TO	Milling & Resurfacing Thermoplastic Pavement Markings Phase 6
CONTACT	FAX:

We hereby propose to furnish all labor, material, equipment and insurance, **SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS PROPOSAL, AS FOLLOWS:**

Item #	Description	Quantity	Unit	Unit Price	Contract Amount
5	Mobilization	1.00	LS	$ 300.00	$ 300.00
28	Mill and Dispose Existing Asphalt	18,130.00	SY	$ 5.00	$ 90,650.00
30	1" Superpave Asphalt, Type SP 9.5	18,130.00	SY	$ 7.00	$ 126,910.00
39	Utility Adjustment, Manhole	10.00	EA	$ 500.00	$ 5,000.00
61	Reflective Pavement Markers	500.00	EA	$ 4.20	$ 2,100.00
63	Thermoplastic Pavement Messages	5.00	EA	$ 216.00	$ 1,080.00
64	Thermoplastic Directional Arrows	17.00	EA	$ 96.00	$ 1,632.00
68	Solid Single 6" Thermoplastic Striping	14,176.00	LF	$ 2.40	$ 34,022.40
69	Solid Double 6" Thermoplastic Striping	1,200.00	LF	$ 4.80	$ 5,760.00
70	Solid Single 8" Thermoplastic Striping	3,140.00	LF	$ 1.20	$ 3,768.00
72	Solid Single 12" Thermoplastic Striping	2,100.00	LF	$ 3.60	$ 7,560.00
74	Solid Single 24" Thermoplastic Striping	450.00	LF	$ 6.00	$ 2,700.00
82	Special Provision 2 - Off Duty Officer	0.07	LS	$ 100,000.00	$ 7,000.00
				Total	**$ 288,482.40**

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum shown above, with payment to be made as follows:

NOTE: Cost of permits to be billed additionally. Subgrade preparation if required under equipment rental basis. This proposal subject to acceptance within 30 days and is void thereafter at the option of **H & R PAVING, Inc.** (READ RESERVE SIDE)

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

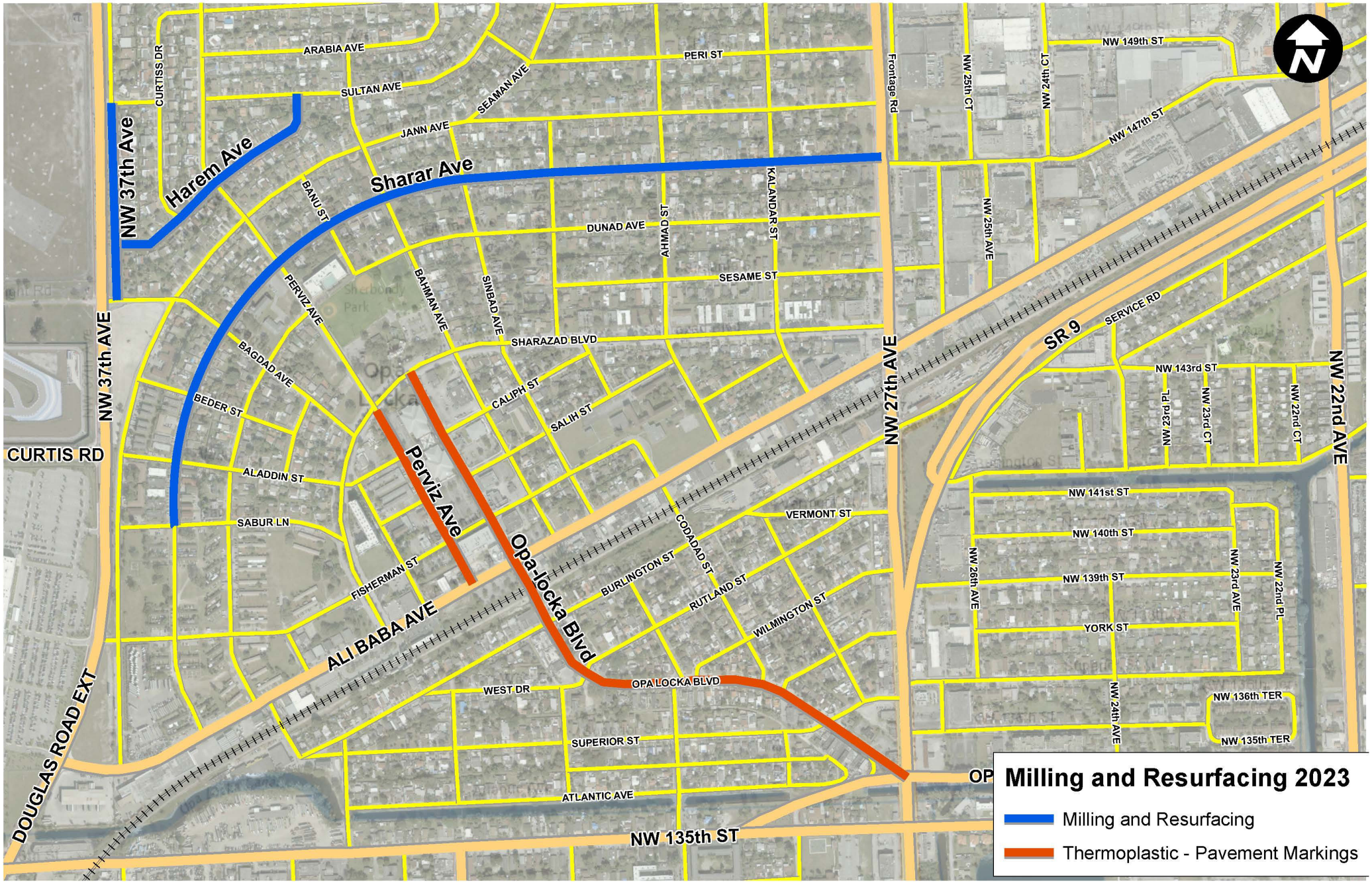
The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. 1/3 upon acceptance, when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal rate of interest allowable under the laws of the state of Florida.

ACCEPTED: _____ Signature: _____

Date: _____ Signature: _____

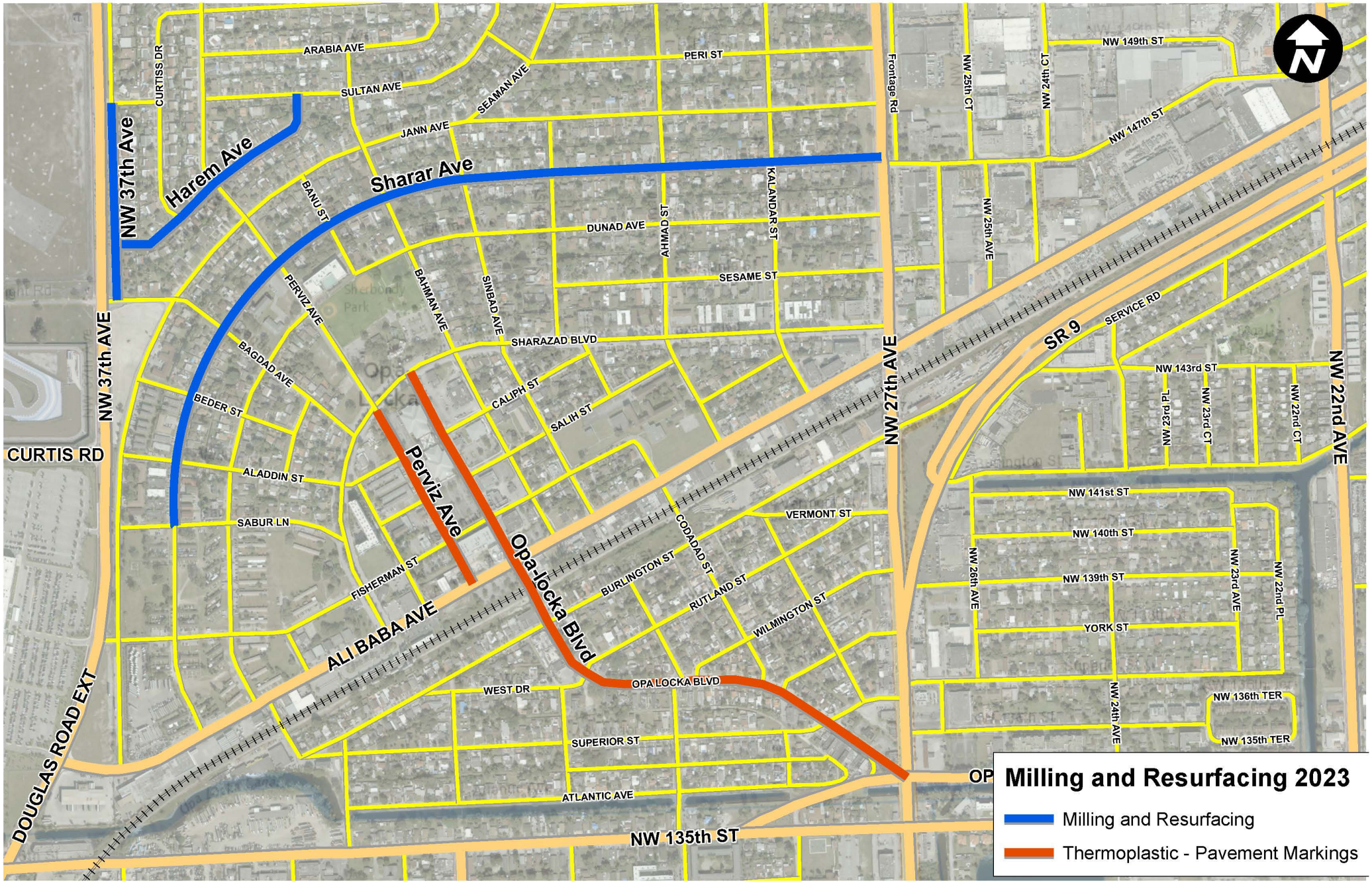
Milling & Resurfacing / Pavement Markings

PHASE 6 - 2023



Milling & Resurfacing / Pavement Markings

PHASE 6 - 2023



City of Miami

Invitation for Bid (IFB)

Procurement Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: www.miamigov.com/procurement

IFBNumber:	**1115382**
Title:	**Invitation for Bid for Pavement Resurfacing Services**
Issue Date/Time:	**11-SEP-2020**
IFBClosing Date/Time:	**09-OCT-2020 @ 15:00:00**
Pre-Bid/Pre-Proposal Conference:	**Voluntary**
Pre-Bid/Pre-Proposal Date/Time:	**September 18, 2020 at 10:00 AM**
Pre-Bid/Pre-Proposal Location:	**Virtual**
Deadline for Request for Clarification:	**September 24, 2020 at 2:00 PM**
Contracting Officer:	**Gray, Tahlia**
Hard Copy Submittal Location:	**NO HARD COPY SUBMITTALS PERMITTED**
Contracting Officer E-Mail Address:	**tgray@miamigov.com**
Contracting Officer Facsimile:	**305-400-5019**

Certification Statement

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

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

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

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

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

EXCEPTIONS:

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

PROPOSER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ CELL(Optional): _____

SIGNED BY: _____

TITLE: _____ DATE: _____

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

Certifications

Legal Name of Firm:

_____

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

_____

Year Established:

_____

Office Location: City of Miami, Miami-Dade County, or Other

_____

Business Tax Receipt/Occupational License Number:

_____

Business Tax Receipt/Occupational License Issuing Agency:

_____

Business Tax Receipt/Occupational License Expiration Date:

_____

Will Subcontractor(s) be used? (Yes or No)

_____

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/17). If no addendum/addenda was/were issued, please insert N/A.

_____

If Bidder has a Local Office, as defined under Chapter 18/Article III, Section 18-73 of the City Code, has Bidder filled out, notarized, and included with its bid response the "City of Miami Local Office Certification" form? YES OR NO? (The City of Miami Local Office Certification form is located in the Attachments Section of this solicitation.)

_____

Line: **1**

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

Category: **98852-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

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Terms and Conditions

1. General Terms and Conditions

1.1. GENERAL TERMS AND CONDITIONS

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

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

1.1. ACCEPTANCE OF GOODS, EQUIPMENT OR SERVICES - Any good(s), equipment or services delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense. In terms of this Solicitation the use of the word "services" includes without limitation professional and personal services as that term professional and personal services is defined by the City of Miami Procurement Ordinance and as set forth in the Definitions Section 18-73 of the City Code.

1.2. ACCEPTANCE OF OFFER -Subject to prior occurrence of all condition's precedent set forth in Section 1.88, The signed or electronic submission of your solicitation response shall be considered an offer on the part of the Proposer; such offer shall be deemed accepted upon the occurrence of all conditions precedent and issuance by the City of a purchase order or notice to proceed, as applicable. In summation, execution of a Professional Services Agreement and/or Agreement, approval by a referendum as stated in this RFP, and issuance by the City of a purchase order, and/or notice to proceed, as applicable.

1.3. ACCEPTANCE/REJECTION -The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Procurement shall notify all affected Proposers and make available a written explanation for the rejection. The City also reserves the right to reject:

1. the response of any Proposer who has previously failed to properly perform under the terms and conditions of a Professional Services Agreement ("PSA") and/or Agreement,

2.Failed to deliver on time contracts of a similar nature,

3. Who is not in a position to perform the requirements defined in this formal solicitation

4. Who has been debarred,

5.Who is on the convicted vendors list,

6.Who is indebted to the City,

7.Who is otherwise determined to be non- responsive or non-responsible.

The City further reserves the right to waive any irregularities, minor informalities, or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

1.4. ADDENDA -It is the Proposer's responsibility to ensure receipt of all Addenda. Addenda are available on the BidSync website.

1.5. ALTERNATE RESPONSES WILL NOT BE CONSIDERED.

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

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

1.8. AUDIT RIGHTS AND RECORDS RETENTION - The Successful Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City. The audit and inspection provisions set forth in Sections 18-100

to 18-102, City Code, are deemed as being incorporated by reference herein as set forth in full.

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

Additionally, any governmental entity outside of the State of Florida but, within the Continental United States of America, may avail itself to this Contract and purchase any and all goods/services, specified herein from the Successful Proposer at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

Each governmental, not-for-profit or quasi-governmental entity which uses this Formal Solicitation and resulting Contract will establish its own Contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Proposer.

1.10. AWARD OF CONTRACT:

A.The PSA and/or Agreement, the Formal Solicitation, the Proposer's response, any addenda issued, and the blanket purchase order shall constitute the entire contract, unless modified in accordance with any ensuing amendment or addenda.

B.The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Proposer is in default of these contractual requirements, the City, through action taken by the Department of Procurement, will void its acceptance of the Proposer's Response and may accept the Response from the next lowest responsive, responsible Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Proposer and its proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Proposer's default.

C.The term of the contract shall be specified in one of three documents which shall be issued to the Successful Proposer. These documents may either be a blanket purchase order, notice of award and/or contract award sheet.

D.The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and awarded. If the right is exercised, the City shall notify the Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days.

Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Proposer are in mutual agreement of such extensions.

E.Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

F.An PSA and/or Agreement shall be awarded to the Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an PSA and/or Agreement with the Proposer, whichever is determined to be in the City's best interests. Such PSA and/or Agreement which will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney. All conditions precedent identified in Section 1.88 before any Agreement is binding.

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

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

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

1.14.BRAND NAMES - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or Proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise

specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

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

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

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

1.18.COLLUSION -Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response for the same items/services or with the City of Miami's Procurement Department or initiating department. The Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred, and the City reserves the right to reject any and all responses where collusion may have occurred.

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

A.Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

B.Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.

C.The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.

D.Environment Protection Agency (EPA), as applicable to this Formal Solicitation.

E.Uniform Commercial Code (Florida Statutes, Chapter 672).

F.Americans with Disabilities Act of 1990, as amended.

G.National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.

H.National Forest Products Association (NFPA), as applicable to this Formal Solicitation.

I.City Procurement Ordinance City Code Section 18, Article III.

J.Conflict of Interest, City Code Section 2-611;61.

K.Cone of Silence, City Code Section 18-74.

L.The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

M.City Financial Policies, City Code Chapter 18, Article IX.

N.City of Miami Charter Sections 3(f) (iii) and 29-B.

O. City of Miami Sale or Lease of Real Property, City Code Chapter 18, Article V.

P.City of Miami Living Wage Ordinance, Chapter 18, Article X, City Code.

Q.Alcoholic beverage, food and beverage laws, approvals and permits as required by state and local laws.

R.Miami -Dade County Shoreline Review Ordinance Chapter 33D, Article III, Miami-Dade County Code.

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

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

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each RFP, RFQ, or RFLI after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the

provision of goods and services and public works or improvements for amounts greater than $200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, or RFLIs between, among others:

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

The provision does not apply to, among other communications:

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

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

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

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

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

1.22. CONFLICT OF INTEREST - Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee (or former employee of the City who left City service within the past two (2) years) who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the

Proposer's firm.

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

B.Proposer who is a person (every officer, official and employee of the city, including every member of any board, commission or agency of the city) as defined in Section 2-611 of the City Code, hereby acknowledges that it has not contracted or transacted any business with the City or any person or agency acting for the City and has not appeared in representation of any third party before any board, commission or agency of the City within the past two years. Proposer further warrants that they are not related, specifically the spouse, son, daughter, parent, brother or sister, to: (i) any member of the commission; (ii) the mayor; (iii) any city employee; or (iv) any member of any board or agency of the City.

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

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

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

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

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

(a)Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual

Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than

three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

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

(1)Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.

(2)Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.

(3)Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.

(4)Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.

(5)Debarment or suspension of the Contractual Party by any federal, state, local, or other governmental (public) agency or entity.

(6)False certification pursuant to paragraph (c) below.

(7)Found in violation of a zoning ordinance for which the violation remains noncompliant.

(8)Found in violation any city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.

(9)Any other cause judged by the City Manager to be so serious and compelling as to affect the

responsibility of the Contractual Party performing city Contracts.

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

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

1.26.DEBARRED/SUSPENDED VENDORS -An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not: 1) submit a response fora contract to provide goods or services to a public entity; 2) Submit a response on a contract with a public entity for the construction or repair of a public building or public work; 3) Submit response on leases of real property to a public entity; 4)award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and 5) transact business with any public entity.

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

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

A.Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.

B.Failure to begin the work under this Contract within the time specified.

C.Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.

D.Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.

E.Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Proposer incapable of performing the work in accordance with and as required by the Contract.

F. Failure to comply with any of the terms of the Contract in any material respect.

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

1.28. DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY - Each proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation.

A. Responsive Proposal is one which follows the requirements of the Formal Solicitation, includes all

documentation, is submitted in the format outlined in the Formal Solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive.

B. Determination of Responsibility. A Responsible Proposer shall mean a Proposer who has submitted a proposal and who has the capability, as determined under Section 18-95 of the City Code, in all respects to fully perform the Contract requirements, and the integrity and reliability of which give reasonable assurance of good faith and performance.

1) Proposals will only be considered from any person or firm who are regularly engaged in the business of providing the good(s)/service(s) required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity, and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements.

2) The City may consider any information available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity, in making the award.

3) The City may require the Proposer(s) to provide documentation that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

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

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

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

1) PSA and/or Agreement and/or any Amendments to the PSA and/or Agreement

2)Specifications

3)Special Conditions

4)General Terms and Conditions

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

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

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

1.34. EVALUATION OF RESPONSES

A. Rejection of Responses

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

1)Proposer fails to acknowledge receipt of addenda;

2)Proposer misstates or conceals any material fact in the Response;

3)Response does not conform to the requirements of the Formal Solicitation;

4)Response requires a conditional award that conflicts with the method of award;

5)Response does not include required samples, certificates, licenses as required; and,

6)Response was not executed by the Proposer's authorized agent.

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

B. Elimination from Consideration

1)A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is in default on a bid, payment/ performance, bond they have submitted or as the surety bond or certificate furnished has not performed despite demand they do so or otherwise upon any obligation to the City.

2)A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.

3)A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

C. Determination of Responsibility

1)Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established entity in line with the best industry practices in the industry as determined by the City.

2)The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity in making the award.

3)The City may require the Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

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

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

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

1.38. FLORIDA MINIMUM WAGE AND CITY OF MIAMI LIVING WAGE ORDINANCE -

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

It is the Proposer's and their subcontractor's (if applicable), full responsibility to determine whether any of their employees may be impacted by this Florida Minimum Wage Law, at any given point in time during the term of the Bid Contract. If impacted, Proposer must provide, with its bid, employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of bid submittal constitute Successful Proposer's/Contractor's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of the Bid Contract, and a waiver of any contractual price increase request(s). The City reserves the right to request and the Successful Proposer/Contractor must provide for any, and all information to make a wage and contractual price increase(s) determination.

B. City of Miami Living Wage Ordinance. The City of Miami adopted a Living Wage Ordinance for City Service Contracts with a total contract value exceeding $100,000 annually, and that have been competitively solicited and awarded on, or after January 1, 2017 by the City.

"Service Contract" means a contract to provide services to the City, excluding, however, professional services as defined by the "Consultants Competitive Negotiation Act" set forth in F.S. § 287.055, and Section 18-87 of the City Code, and/or the other exclusions provided by Section 18-557 of the City Code. Section 18-557 is attached as Attachment A. Please see provisions in Attachment A.

If a solicitation requires services, effective on January 1, 2017, Contractors must pay to all its employees, who provide services, a living wage of no less than $15.00 per hour without health benefits; or a wage of no less than $13.19 an hour, with health benefits.

This language is only a summary of the key provisions of the City of Miami Living Wage Ordinance. Please review Attachment A, attached hereto, for a complete and thorough description of the City of Miami Living Wage Ordinance.

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

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

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

A.Use of information only for performing services required by the contract or as required by law;

B.Use of appropriate safeguards to prevent non-permitted disclosures;

C.Reporting to the City of Miami of any non-permitted use or disclosure;

D.Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;

E.Making Protected Health Information (PHI) available to the customer;

F.Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

G.Making PHI available to the City of Miami for an accounting of disclosures; and

H.Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

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

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

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

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

The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

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

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

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

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

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

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

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

1.48. LOCAL PREFERENCE

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

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

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

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

1.51. MOST FAVORED NATIONS - Successful Proposer shall not treat the City of Miami ("City") worse than any other similarly-situated local government and, in this regard, grants the City a "most favored nations clause" meaning the City will be entitled to receive and be governed by the most favorable terms and conditions that Successful Bidder/Proposer grants now or in the future to a similarly situated local government.

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

1.53. NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other

appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes.

Items delivered not conforming to specifications may be rejected and returned at Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in Proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

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

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

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

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

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

1.56. NOTICE REGARDING "CURES" - Proposals submitted with irregularities, deficiencies, and/or technicalities that deviate from the minimum qualifications and submission requirements of Request for Qualifications (RFQ), Request for Proposals (RFP), invitation to bid (ITB), invitation for bids (IFB), invitation to quote (ITQ), Requests for Letters of Interest (RFLI) and Request for Sponsorships (RFS) shall result in a non-responsive determination. any solicitation issued after May 6, 2019, shall comply with APM 2-19. APM 2-19 is attached hereto. only minor irregularities, deficiencies, and technicalities may be allowed to be timely cured by the proposer at the sole discretion of the city. material irregularities, deficiencies, and technicalities cannot be cured by

the proposer, and are not waivable by the city.

PROPOSALS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS RFP/Q SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. The City will not give consideration to the curing of any Proposals that fail to meet the minimum qualifications and submission requirements of this RFP/Q. Proposer understands that non-responsive Proposals will not be evaluated and, therefore, will be eliminated from the Evaluation/Selection Process

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

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

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

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

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

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

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

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

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

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

E.All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

F.Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Proposer's response may be included as part of the contract, at the City's discretion.

G.The City of Miami's Response Forms shall be used at all times. Use of any other forms will result in the rejection of the response. **RESPONSES WILL BE SUBMITTED AS FOLLOWS: ONEORIGINAL HARDCOPY AND SEVEN (7) COPIES INELECTRONIC FORMAT (FLASH DRIVE). NO ON-LINE SUBMITTALS WILL BE ACCEPTED. ANY REQUIRED ATTACHMENTS PROVIDED BY THE CITY MUST BE RETURNED TO THE CITY OR YOUR RESPONSE SHALL BE DEEMED NON-RESPONSIVE.**

1.63.PRICE ADJUSTMENTS - Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

1.64. PRODUCT SUBSTITUTES - In the event a particular good (that has been awarded and approved) becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.65. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS - Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

1.66. PROMPT PAYMENT -Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful Proposers during the term of the contract.

1.67. PROPERTY - Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the

Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.68. PROVISIONS BINDING - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.69. PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime may not:

A. Submit a Bid to provide any goods or services to a public entity.

B. Submit a Bid on a contract with a public entity for the construction or repair of a public building or public work.

C. Submit responses on leases of real property to a public entity.

D. Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

E. Transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.70. PUBLIC RECORDS - Proposer understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City Code, Section 18, Article III, and agrees to allow access by the City and the public, to all documents subject to disclosure under applicable law. Successful Proposer shall additionally comply with the provisions of Section 119.0701, Florida Statutes, titled "Contracts; public records".

Proposer shall additionally comply with Section 119.0701, Florida Statutes, including without limitation:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service.

B. Provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements.

E. All electronically stored public records must be provided to the City in a format compatible with the City's information technology systems. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIVISION OF PUBLIC RECORDS AT (305) 416-1800, VIA EMAIL AT PUBLICRECORDS@MIAMIGOV.COM, OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FL, MIAMI, FL 33130. THE CONSULTANT MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI DEPARTMENT WHO IS ADMINISTERING THIS CONTRACT.**

1.71. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.72. QUALITY OF WORK/SERVICES - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.73. REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.74. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

A. Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the City Attorney, shall have the authority to resolve disputes between the Proposer and the City which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than $25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to disputes based upon breach of Contract, mistake, misrepresentation, or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

B. Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission, or the City Manager, which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this Section.

1.75. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (SECTION 18-104):

Right to protest.

The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed $25,000.00. Protests thereon shall be governed by the administrative policies and procedures of purchasing.

(1) Protest of solicitation.

a. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the request for proposals, request for qualifications or request for letters of interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or

b. Any prospective bidder who intends to contest bid specifications or a bid solicitation may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the bid solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer.

(2) Protest of award.

a. Any actual proposer who perceives itself aggrieved in connection with the recommended award of contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the proposer of the notice of the city manager's recommendation for award of contract. The receipt by proposer of such notice shall be confirmed by the city by

facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or

b. Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the bidder of the notice of the city's determination of non-responsiveness or non-responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer.

c. A written protest based on any of the foregoing must be submitted to the chief procurement officer within five days after the date the notice of protest was filed. A written protest is considered filed when received by the chief procurement officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the chief procurement officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

Authority to resolve protests; hearing officer(s).

Hearing officers appointed by the city shall have authority to resolve protests filed under this chapter of the City Code. The city manager shall appoint a hearing officer, from a separate list of potential hearing officers pre-approved by the city commission, to resolve protests filed in accordance with this section, no later than five working days following the filing of a bid protest. The hearing officer shall have the authority to settle and resolve any written protest. The hearing officer shall submit said decision to the protesting party and to the other persons specified within ten days after he/she holds a hearing under the protest.

(1) Hearing officer. The hearing officer may be a special master as defined in chapter 2, article X, section 2-811 of the City Code, or a lawyer in good standing with the Florida Bar for a minimum of ten years with a preference given to a lawyer who has served as an appellate or trial court judge. The hearing officer may be appointed from alternative sources (e.g. expert consulting agreements, piggyback contracts, etc.) where the city commission adopts a recommendation of the city attorney that such action is necessary to achieve fairness in the proceedings. The engagement of hearing officers is excluded from the procurement ordinance as legal services. The hearing officers appointed in the pre-qualified group should be scheduled to hear protests on a rotational basis.

(2) Right of protest. Any actual bidder or proposer who has standing under Florida law dissatisfied and aggrieved with the decision of the city regarding the protest of a solicitation or the protest of an award as set forth above in this section may request a protest hearing. Such a written request for a protest hearing must be initiated with a notice of intent to protest followed by an actual protest as provided in subsection 18-104(a). The notice of intent to protest and the actual protest must each be timely received by the chief procurement officer and must comply with all requirements set forth in subsection 18-104(a). Failure to submit the required notice of intent to protest and the actual protest within the specified timeframes will result in an administrative dismissal of the protest.

(3) Hearing date. Within 30 days of receipt of the notice of protest, the chief procurement officer shall schedule a hearing before a hearing officer, at which time the person protesting shall be given the opportunity to demonstrate why the decision of the city relative to the solicitation or the award, which may include a recommendation for award by the city manager to the city commission, as applicable, should be overturned. The party recommended for award, if it is a protest of award, shall have a right to intervene and be heard.

(4) Hearing procedure. The procedure for any such hearing conducted under this article shall be as follows:

a. The city shall cause to be served by certified mail a notice of hearing stating the time, date, and place of the hearing. The notice of hearing shall be sent by certified mail, return receipt requested, to the mailing address of the protester.

b. The party, any intervenor, and the city shall each have the right to be represented by counsel, to call and examine witnesses, to introduce evidence, to examine opposing or rebuttal witnesses on any relevant matter related to the protest even though the matter was not covered in the direct examination, and to impeach any witness regardless of which party first called him/her to testify. The hearing officer may extend the deadline for completion of the protest hearing for good cause shown, but such an extension shall not exceed an additional five business days. The hearing officer shall consider the written protest and supporting documents and evidence appended thereto, supporting documents or evidence from any intervenor, and the decision or recommendation as to the solicitation or award being protested, as applicable. The protesting party, and any intervenor, must file all pertinent documents supporting his/her protest or motion to intervene at least five business days before the hearing, as applicable. The hearing officer shall allow a maximum of two hours for the protest presentation and a maximum of two hours for the city response. When there is an intervenor, a maximum of two hours will be added for the intervenor. In the event of

multiple protests for the same project, the hearing officer shall allocate time as necessary to ensure that the hearing shall not exceed a total of one day.

c. The hearing officer shall consider the evidence presented at the hearing. In any hearing before the hearing officer, irrelevant, immaterial, repetitious, scandalous, or frivolous evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in trial in the courts of Florida. The hearing officer may also require written summaries, proffers, affidavits, and other documents the hearing officer determines to be necessary to conclude the hearing and issue a final order within the time limits set forth by this section.

d. The hearing officer shall determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the decision was arbitrary, capricious, an abuse of discretion, or unsupported by substantial evidence as a whole. Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

e. Within ten days from the date of the hearing, the hearing officer shall complete and submit to the City Manager, the City Attorney, any intervenor, the Chief Procurement Officer, and the person requesting said hearing a final order consisting of his/her findings of fact and conclusions of law as to the denial or granting of the protest, as applicable.

f. The decisions of the hearing officer are final in terms of city decisions relative to the protest.

Any appeal from the decision of the hearing officer shall be in accordance with the Florida Rules of Appellate Procedure.

Compliance with filing requirements.

Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required filing fee as provided in subsection (f), with the chief procurement officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section.

Stay of procurements during protests.

Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the chief procurement officer or the city commission as provided in subsection (b) above, unless the city manager makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

Costs.

All costs accruing from a protest shall be assumed by the protestor.

Filing fee.

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or $5,000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the chief procurement officer and/or the city commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above. (Ord. No. 12271, § 2, 8-22-02; Ord. No. 13629, § 2, 9-8-16).

1.76. SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, Proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

1.77. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Proposer shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.78. SERVICE AND WARRANTY - When specified, the Proposer shall define all warranty, service and replacements that will be provided. Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.79. SILENCE OF SPECIFICATIONS - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services are to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the Proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of proposal.

1.80. SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the RFP, RFQ, or RFLI. **NO EXCEPTIONS.** Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

A.Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions to City Hall:

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO.

BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

B.Facsimile responses will not be considered.

C.Failure to follow these procedures is cause for rejection of proposal.

D.The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened and will not be considered for award.

E. Late responses will be rejected.

F.All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

G.Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

H.If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

1.81. TAXES - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Proposers should be aware of the fact that all materials and supplies which are purchased by the Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Proposer.

1.82. TERMINATION -The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

A.The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

B.The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

C.Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.83. TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services awarded to a Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

1.84. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

1.85. TITLE - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

1.86. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE- All Responses submitted to

the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets."

If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person.

By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging your claim.

1.87. UNAUTHORIZED WORK OR DELIVERY OF GOODS- Neither the qualified Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.88. USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

1.89. VARIATIONS OF SPECIFICATIONS - For purposes of solicitation evaluation, Proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City's specifications.

2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for pavement resurfacing and roadway repair services, as specified herein, from a source(s), fully compliant with the terms, conditions and stipulations of the Solicitation

2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted via the BidSync Electronic Bidding System (BidSync), with a copy filed with the Office of the City Clerk via email at Clerks@miamigov.com, pursuant to Section 1.20. Cone of Silence. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than September 24, 2020 at 2:00 PM. All responses to questions will be sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

2.3. SUBMISSION AND RECEIPT OF RESPONSE

Electronic Bid submittals to this IFB shall be submitted through the BidSync Electronic Bidding System ("BidSync") until the date and time as indicated in the Solicitation. The responsibility for submitting a Bid on/or before the stated closing time and date is solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by technical difficulties or caused by any other occurrence. Electronic Bid submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as individual files and labeled. Any Bids received and time stamped through BidSync, prior to the Bid submittal deadline, shall be accepted as a timely submittal and anything thereafter will be rejected. Additionally, BidSync will not allow for the electronic Bid submittal after the closing date and time has lapsed. Bids will be opened promptly at the time and date specified.

All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith, shall be borne by the Bidder(s). Accordingly, Bidder(s):

1. Must register, free of charge, with BidSync Electronic Bidding System ("BidSync") to establish an account in order to have access to view and/or respond to any solicitations issued by the City of Miami's Procurement Department ("City").
2. Shall submit all Bids electronically. Hard copy Bid submittals will not be accepted. **NO EXCEPTIONS.**
3. Must submit the Certification Statement and associated solicitation documents which define requirements of items and/or services to be purchased and must be completed and submitted as outlined within the solicitation via BidSync. The use of any other forms and/or the modification of City forms will result in the rejection of the Bidder's Bid submittal.
4. Shall ensure that the Certification Statement is fully completed and provided with your Bid. Failure to comply with these requirements may cause the Bid to be rejected.
5. Must ensure that an n authorized agent of the Bidder's firm signs the Certification Statement and submits it electronically. **FAILURE TO SIGN THE CERTIFICATION STATEMENT SHALL DEEM THE BID NON-RESPONSIVE.**

6. May be considered non-responsive if Bids do not conform to the terms and conditions of this solicitation.

This clause supersedes General Terms and Conditions Section 1.62, Preparation of Bids (Hardcopy) and 1.80, Submission and Receipt of Bids, in their entirety.

2.4. PRE-BID CONFERENCE

A Virtual Voluntary pre-bid conference will be held on September 18, 2020 at 10:00 AM, via **this link or via phone (786) 530-7005; Conference ID: 685822220#**. A discussion of the requirements of the Solicitation will occur at that time.

All questions and answers affecting the scope of work/specifications of the IFB will be included in an addendum, that will be distributed through BidSync, following the Pre-Bid Conference to all the attendees. Because the City considers the Pre-Bid Conference to be critical to understanding the Solicitation requirements, attendance is highly recommended.

It is the Bidder's responsibility, prior to submitting a bid, to acquaint himself/herself thoroughly, regarding any and all conditions and/or requirements that may in any manner affect the work to be performed. No allowances will be made because of lack of knowledge of these conditions.

2.5. BIDDERS MINIMUM REQUIREMENTS

Bids will be considered only from firms that are regularly engaged in the business of providing the services as described in this bid; and that have adequate financial support, equipment and personnel to ensure that they can satisfactorily provide the goods and/or services if awarded a contract under the terms and conditions herein stated. The minimum qualifications for this bid are that the Successful Bidder shall, as of Bid Due Date:

1. Not have any member, officer, or stockholder that is in arrears or is in default of any debt or contract involving the City, is a defaulter surety otherwise, upon any obligation to the City, and/or has failed to perform faithfully on any previous contract with the City.

2. Have no record of pending lawsuit or criminal activities, and have never been declared bankrupt within the last three (3) years.

3. Have adequate financial support, equipment, and organization to ensure that they can satisfactorily provide the goods and/or services if awarded a Contract under the terms and conditions herein stated.

4. Have a current certified license as a General Contractor from the State of Florida Construction Industry License Board for the class of work to be performed, **OR** the appropriate Certificate of Competency or the State Contractor's

Certificate of Registration as issued by Broward or Miami-Dade County Code, which authorizes the Successful Bidder to perform the proposed work. License/Certifications shall be provided with the bid response.

5. Have a satisfactory record of performance for at least three (3) years.

6. Be registered as an entity with the Florida State Department, Division of Corporations, for a minimum of the last three (3) consecutive years, authorizing said entity to do business within the State of Florida.

***NOTE: Holder of all licenses must be an employee of the Successful Bidder. Licenses and certifications shall be provided in the bid response.**

If any or all work required in conjunction with this bid is performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's proposal.

2.6. METHOD OF AWARD

This Solicitation is divided into two (2) Groups: Group 1 - Federally Funded Projects; and Group 2 - Non-Federally Funded Projects. Bidders can bid on one Group or both Groups, using the applicable Bid Price Sheet(s).

Award of this contract will be made to the lowest responsible and responsive bidder(s), who bid on all items in the aggregate, meeting Specifications. The City shall select up to three (3) vendor(s), with the lowest deemed the "primary vendor" and the next lowest the "secondary vendor", and so on, in the order of lowest prices provided to the City. Should the "primary vendor" not be able to provide the item at the time needed, the City has the option to select the next lowest "secondary vendor" to fulfill the order and so forth.

2.7. TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for three (3) years with the option to renew for two (2) additional two (2) year periods, subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.8. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

(1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.

(2) Availability of funds.

2.9. ESCALATION CLAUSE

The City acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following condition.

The Successful Bidder(s) will be allowed to increase/decrease their contractual prices annually to cover future drastic fuel price changes. The market changes will be determined utilizing the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, Miami-Ft. Lauderdale, FL., Gasoline (Unleaded Regular), and Index Base Period between 2017 through 2020. The escalation using the CPI will be determined by the percent change in the level of the CPI between the reference period and a subsequent time period. This will be calculated by first determining the index point change between the two periods and then the percent change. The following example illustrates the computation of percent change:

CPI for current period (2018)	**136.0**
Less CPI for previous period (2017)	**129.9**
Equals index point change	**6.1**
Divided by previous period CPI	**129.9**
Equals	**0.047**
Result multiplied by 100	**0.047 x 100**
Equals percent change	**4.7**

The Procurement Department may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to circumstances beyond the Successful Bidder(s) control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Successful Bidder(s) that continued performance of the contract would result in a substantial loss. Successful Bidder(s) might have to supply documentation to justify any requested percentage increase in cost to the City of Miami.

2.10. SPECIFICATION EXCEPTION

Specifications are based on the most current information available. Bidder shall notify the City of Miami Procurement Department, in writing, no less than ten (10) days prior to solicitation closing date of any change in the manufacturers' specifications which conflict with the specifications. For hard copy bid submittals, bidders must explain any deviation from the specifications in writing as a footnote on the applicable specification page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their submission. For electronic bid submittals, bidders must explain in the Header Section or by an Attachment and, if applicable, enclose a scanned copy of the manufacturer's specifications data detailing the changed item(s) with their submission. Additionally, bidders must indicate any options requiring the addition of other options, as well as those which are included as a part of another option. Failure of bidders to comply with these provisions will result in bidders being held responsible for all costs required to bring the item(s) in compliance with contract specifications.

2.11. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to the Successful Bidder(s)/Proposer(s) of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any project(s) will be awarded to any firm(s).

2.12. INSURANCE REQUIREMENTS

The Successful Bidder(s) shall furnish to City of Miami, c/o Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence	$1,000,000
General Aggregate Limit	$ 2,000,000
Products/Completed Operations	$ 1,000,000
Personal and Advertising Injury	$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

Contingent and Contractual Liability

Premises and Operations Liability

Explosion, Collapse and Underground Hazard

Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit

Any Auto

Including Hired, Borrowed or Non-Owned Autos

Any One Accident $ 1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

A. Employer's Liability
Limits of Liability
$1,000,000 for bodily injury caused by an accident, each accident.
$1,000,000 for bodily injury caused by disease, each employee
$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella Liability

A. Limits of Liability
Bodily Injury and Property Damage Liability

Each Occurrence	$ 2,000,000
Aggregate	$ 2,000,000

City of Miami listed as an additional insured. Coverage is excess follow form over the general liability and auto policies.

V. Owners and Contractors Protective Liability

Each Occurrence	$1,000,000
Policy Aggregate	$1,000,000

City of Miami listed as the named insured

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

BINDERS ARE UNACCEPTABLE.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the bidder.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the

State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY BID NUMBER AND/OR TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the bidder of their liability and obligation under this section or under any other section of this Agreement.

If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

- Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation For Bid.
- The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Successful Bidder in conjunction with the General and Special Terms and Conditions of the Solicitation.

The Successful Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Bidder. **See Attachment A - Insurance Addendum.**

2.13. BID BOND

All bids must be accompanied by a Bid Bond in the amount of 5% of the total bid submitted, to be in the form of a Cashier's Check or Money Order made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935. The bond, from all unsuccessful bidders, if in the form of a Cashier's Check, will be returned after bid award. Prospective Bidders may either (1) utilize the BidSnyc "Surety 2000" platform to submit bid bonds or (2) mail in their original bid bond to the City. If option #2 is utilized, Bidder shall submit a copy of the bid bond with their electronic bid submission.

2.14. REFERENCES

Each bid must be accompanied by a list of three (3) references, by completing Attachment B - Reference Submittal Form. NO BID WILL BE CONSIDERED WITHOUT THIS LIST. These references must be from contracts within

the last three (3) years and for services as described in this solicitation.

2.15. CURES

Please refer to Attachment C - APM Regarding Cures and **Section 1.56, Notice Regarding "Cures"** of the General Terms and Conditions of this Solicitation.

2.16. TIE BIDS

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid 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 Bids will be followed if none of the tied vendors have 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 action 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' 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 Bid 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 Bid, 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 893 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, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2.17. PROJECT MANAGER

Upon award, Successful Bidder shall report and work directly with the City Engineer assigned, or designee, who shall be designated as the Project Manager(s) for the City.

2.18. SUBCONTRACTOR(S)

Bidder must list any or all subcontractor(s) that may be utilized to assist in the performance of the work specified herein on Attachment D - Subcontractors, if applicable. Any subcontractor(s) listed must meet the same requirements and submit the same information listed under the Bidder's Minimum Qualifications section. All information required shall be included in the solicitation response. If Bidder does not include any subcontractor(s) as part of its bid submittal, it will be construed that bidder will be able to handle the entire workload by itself and will not be allowed to subcontract any of the work unless it request in writing the hiring of subcontractor(s) with the

aforementioned requirements attached to its request within seventy two (72) hours of considering hiring subcontractor(s). The City will grant or deny such request in writing within forty-eight (48) hours of receiving said request.

2.19. CONTINGENCY

Items so entitled on the Bid document shall be the cash allowance sum per contract year, and in the amount indicated. These shall be included in the Bid to provide funds for payment for items of work not foreseen at the time of bidding. Payment from these Bid Items will be made only as directed by the Project Manager, or designee. The Successful Bidder is not obligated to contingency funds and should not expect to receive them unless used for work not foreseen at the time of bidding.

2.20. RESPONSE TIME

A twenty-four (24) hour response time is required. Failure to respond to any assigned project within the specified time will result in the successful vendor paying any and all costs associated with the repairs performed by a secondary vendor.

2.21. COMPLETED WORK

The City shall be notified by the Successful Bidder upon completion of work. The City shall inspect and approve completed work before authorizing payment. Work not satisfactorily completed shall be redone by the Successful Bidder at no additional charge to the City.

2.22. EMERGENCY/DISASTER PERFORMANCE

In the event of a hurricane or other emergency or disaster situation, the Successful Bidder(s) shall provide the City with services defined within the scope of work of this solicitation at the price contained within the Successful Bidder(s)' bid response. Further, the Successful Bidder(s) shall perform for the City on a priority basis during such times of emergency.

2.23. METHOD OF PAYMENT

Payment will be made within forty-five (45) calendar days, in accordance with Florida Statutes Sections 218.73 and 218.74 of the Prompt Payment Act for services rendered the previous month, upon submission of properly certified/approved invoices. All such information shall be provided to the City Project Manager, or designee.

The City will pay the contract price minus any liquidated damages and/or other damages to the Successful Bidder upon completion and acceptance. Damages caused by the Successful Bidder's employees shall be estimated by the City Project Manager, or designee and computed actual costs and repairs shall be deducted from the Successful Bidders total monthly billing.

Each invoice shall include total cost as well as, proof of payment to subcontractors and suppliers with corresponding release of liens forms and affidavits.

2.24. LIQUIDATED DAMAGES

Failure to complete the project in accordance with the specifications and to the satisfaction of the City within the time stated, shall result in liquidated damages being assessed. The Successful Bidder shall be subject to an assessment of liquidated damages in the amount of $100.00 for each and every calendar day the work remains incomplete (not to exceed the total amount of the contract), as compensation due to the City for loss of use and for additional costs incurred by the City due to such incompletion of the work. The City shall have the right to deduct said liquidated damages from any amount due or that may become due to the Successful Bidder under this agreement or to invoice the Successful Bidder for such damages if the costs incurred exceed the amount due to the Successful Bidder.

2.25. CONTRACTOR TO BE REPRESENTED

The Successful Bidder, at all times, must either be personally present at the worksite or be represented at the worksite by a responsible agent or agents designated by the Successful Bidder in written notice to the City prior to the beginning of work. Such notification shall include pertinent data such as addresses, phone numbers, etc., where said agent or agents may be contacted at any time of the day or night. The agent or agents shall be clothed with full authority to act for the Successful Bidder in all cases, and to carry out any instructions relative to the work may be given by the City.

2.26. USE OF PREMISES

The Successful Bidder shall confine their equipment, apparatus, the storage of materials, and the operation of their workmen to the limits indicated by law, ordinances, permits, or direction of the Project Manager, or designee, and shall not unreasonably encumber the premises with his/her materials. The Successful Bidder shall take all measures necessary to protect their own materials.

2.27. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The Successful Bidder shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Successful Bidder, at their expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done.)

2.28. PUBLIC CONVENIENCE AND SAFETY

The Successful Bidder shall conduct their work so as to interfere as little as possible with private business or public travel. The Successful Bidder shall, at their own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and the Successful Bidder shall be liable for all damages occasioned in any way by their actions or neglect or that of their agents or employees.

The Successful Bidder shall meet the following noise abatement performance standards for all construction equipment. The operation or permitting the operation of any tool or equipment is prohibited:

1. Between the hours of 6:00 PM and 8:00 AM the following day on weekdays, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across and at a residential district boundary or within a noise sensitive zone, except for emergency work of public service utilities or by special permission issued pursuant to subsection (c) of City of Miami Ordinance Section 36-6, Construction Equipment.
2. At any other time, such that the sound level at or across a real property boundary exceeds a reading of 0.79 weighted average dBA for the daily period of operation. Such sound levels shall be measured with a sound level meter manufactured according to standards prescribed by the American National Standards Institute.

2.29. SAFETY MEASURES

Successful Bidder shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by their operation and work in progress must be posted.

All employees of Successful Bidder shall be expected to wear safety eyewear, appropriate clothing, and hearing protection when and wherever applicable. The Successful Bidder shall use only equipment that is fully operational and in safe operating order. Successful Bidder shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

2.30. ENVIRONMENTAL REGULATIONS

The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder non-responsible if the history of violations warrant such determination in the opinion of the City.

2.31. ADDITIONS/DELETIONS OF SERVICES/ITEMS/SUPPLIERS

Although this Solicitation identifies specific services/items to be serviced, it is hereby agreed and understood that any service/item/supplier may be added/deleted to/from this contract at the option of the City. When an addition to the contract is required, the Successful Bidder(s) under this contract shall be invited to submit price quotes for these new services/items. If these quotes are comparable with market prices offered for similar services/items, they shall be added to the contract whichever is in the best interest of the City and an amendment and a separate purchase order shall be issued by the City. If these quotes are not comparable with market prices offered, they shall be quoted by additional suppliers and an amendment and separate purchase order shall be issued by the City.

2.32. ADDITIONAL CONTRACTOR(S) OR SUBCONTRACTOR(S)

There are no implied or express guarantee that all Successful Bidders under this contract will receive work assignments during any given catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency. However, the City reserves the right to assign work to multiple Successful Bidders at any given point in time, add Contractor(s) who were not part of the initial award to the contract or direct Successful Bidder(s) to hire Subcontractor(s), which may or may not be part of this bid contract, to expedite the clean-up efforts of debris to restore normalcy and order to the lives of City residents, businesses, and general public in an expeditious manner.

2.33. FAILURE TO PERFORM

Should it not be possible to reach the Successful Bidder or supervisor and/or should remedial action not be taken within forty-eight (48) hours of any failure to perform according to specifications, the City reserves the right to declare the Successful Bidder in default of the contract or make appropriate reductions in the contract payment.

2.34. TERMINATION

A. FOR DEFAULT

If Successful Bidder defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Successful Bidder shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Bidder was not in default or (2) the Successful Bidder's failure to perform is without their or their Subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interest of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Successful Bidder will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.35. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Bidder's authorized signature affixed to the Bidder's/Proposer's acknowledgment form attests to this.

2.36. FEDERALLY FUNDED PROJECTS

2.36.a) INTRODUCTION

This section applies to all projects funded with federal dollars. Section 2.1 also applies to this Group. Bidders must use the applicable Federal Funded Bid Price Sheet (Attachment H) for this bid when pricing for Group 1.

2.36.b) LOCAL PREFERENCE

Local Preference does not apply to responses on the Federally Funded Bid Price Sheet for this IFB.

2.36.c) DAVIS-BACON ACT

Federally assisted construction contracts must adhere to Davis-Bacon Act wages and benefits rate schedules. Each Bidder shall use the Federal Wages reflected in Wage General Decision Number - FL20200178, in developing its bid for this project. The selected bidder/contractor shall be required to provide certified payroll records documenting the work performed on this project. **See Attachment E - Davis Bacon - General Decision Number for Wage Rates.**

Wage General Decision Number- FL20200178 can be found in the Attachment Section under Attachment E.

2.36.d) COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

1. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the contact, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.36.e) COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS ACT

1. Overtime Requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half time the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in case of the work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages: The City of Miami shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as

provided in the clause set forth in paragraph (2) of this section.

4. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontract. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraph (1) through (4) of this section.

2.36.f) PARTS AT PASS-THROUGH COST (FOR REPAIRS OUTSIDE THE SCOPE OF WORK)

All cost for parts required for repair jobs and not otherwise included in the scope of work shall be billed at the Contractor's actual cost, and will be passed on to the City without markup or any additional fees. The Contractor shall submit purchase receipt of parts along with the labor invoice for payment.

The Contractor shall be responsible for sourcing all parts necessary to complete the work requirements of each job specification. Replacement parts furnished must be of the same manufacturer or an equal product. All equipment and materials shall be commercial quality and grade, and be from a regular product line. Prototype, obsolete, and residential quality/grade equipment/materials shall not be specified or installed in the facilities.

2.36.g) EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.36.h) CLEAN AIR ACT

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.36.i) FEDERAL WATER POLLUTION CONTROL ACT

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C.1251 et seq.

2. The Contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.36.j) NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligation or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

2.36.k) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

2.36.l) BYRD ANTI-LOBBYING AMENDMENT, 31.U.S.C. § 1352 (AS AMENDED)

Bidders who bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer, or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Please refer to Attachment F - Certification Regarding Lobbying. **It is MANDATORY for the Bidder to return this form signed along with their bid reponse.**

2.36.m) PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired;

a. Competitively within a timeframe providing for compliance with the contract performance schedule;
b. Meeting contract performance requirements; or
c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

2.36.n) DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

2.36.o) COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.36.p) ACCESS TO RECORDS

1. The Contractor agrees to provide the City of Miami, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

2.36.q) SUSPENSION AND DEBARMENT (IN ADDITION TO GENERAL TERM AND CONDITIONS, SECTION 1.25)

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined in 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters too.

(3) This certification is a material representation of fact relied upon by the City of Miami. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City of Miami, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.37. NON-FEDERALLY FUNDED PROJECTS

2.37.a) INTRODUCTION

This section applies to all projects that are non-federally funded. Section 2.1 also applies to this Group. Bidders must use the applicable Bid Price Sheet (Attachment H) for this bid when pricing for Group 2.

2.37.b) LIVING WAGE ORDINANCE

The City of Miami Living Wage Ordinance is applicable to this service contract. Please refer to Section 1.38 of the General Terms and Conditions for further information and guidance on how to comply with this ordinance.

2.37.c) PERFORMANCE BOND

Within ten (10) working days following notice of award by the City, the Successful Bidder shall furnish to the City of Miami, a Performance Bond in the total amount of the Cost to the City for the period of the contract (to be determined at the time of award). The Performance Bond can be in the form of a Cashier's Check, made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of Miami. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

2.37.d) LOCAL PREFERENCE

Attachment G - Local Office Preference applies to Group 2, Non-Federally Funded Projects.

3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE IN THE LINE ITEM LISTED IN THE ACTUAL IFB WHEN SUBMITTING VIA HARDCOPY RESPONSE. BIDDERS SHALL SUBMIT THEIR BID PRICES UTILIZING ONE OR BOTH TABS ON ATTACHMENT H - BID PRICE SHEET.

INTRODUCTION

The City of Miami, herein referred to as the City, is soliciting response from experienced firms to provide pavement resurfacing and roadway repair services throughout the City. The Bidder must bid on all items to be considered for award of this solicitation.

SERVICES COVERED

The Successful Bidder shall furnish all labor, machinery, tools, modes of transportation, debris disposal, supplies, equipment, materials, water, diesel fuel and services necessary to perform the complete pavement resurfacing and roadway repair services anticipated as work to be performed under this contract. Complete pavement/repair service includes, but is not limited to the following:

1. Milling and resurfacing (includes controlled/variable milling to re-establish roadway longitudinal and cross slopes);
2. Installation of asphalt overlay, chip seal, fog seal, and/or micro-surfacing;
3. Removal and/or replacement of existing asphalt, lime rock, and subgrade;
4. Re-grading/reworking and compaction of lime rock road base and stabilized subgrade;
5. Widening existing streets;
6. Resurfacing of asphaltic pathways (pedestrian, bicycle, etc.);
7. Temporary utility repairs (hot mix asphalt patches);
8. Clearing, grubbing, root removal and excavation of shoulder areas;
9. Asphalt build-up removal;
10. Non-destructive pavement marking removal;
11. Thermoplastic and paint pavement markings (including all standard symbols and FDOT-approved, preformed, thermoplastic green & white bicycle lane markings);
12. Reflective pavement markers (RPMs);
13. Reflective roadway/highway delineators;
14. Repairs, removal, replacement, and extensions of concrete roadway panels, sidewalks, curb and gutter, and pedestrian ADA ramps; and
15. Adjustments to or minor repairs of utility structure manhole tops, inlet frames/grates, valve boxes, etc. within the public right-of-way.

ASSIGNMENT OF WORK

Work will be assigned to the Successful Bidder through the issuance of a work order or “task order” as written and

approved by the Department of Resilience and Public Works (RPW) and agreed upon by the Successful Bidder. Each task order will clearly define the limits and scope of work along with a required timeline for starting and completing work under that task order. Work shall be completed within the agreed-upon timeframe under each task order to avoid incurring liquidated damages or being defaulted. Task orders may or may not be accompanied by a set of engineered construction drawings; as such, the Successful Bidder may be required to work with RPW staff to fully define a task order's scope and may have to adjust their work in the field during construction, as directed by RPW staff.

REGULATIONS

The Successful Bidder shall be familiar with and follow all City of Miami RPW Design and Construction Standards, City Codes and RPW Bulletins, as well as Miami-Dade County Department of Transportation and Public Works and the State of Florida Department of Transportation standards for roadway design, construction, and permitting.

All contractors are required to follow City, County, and State requirements for pollution prevention – including submission of SWPP Plans and installation and maintenance of stormwater system protective BMPs for each project/task order. 10% retainage will be withheld on partial payments for each task order, until all work is inspected and accepted as complete by RPW Project Manager.

PERMITS

The Successful Bidder shall submit for and obtain all required local, state, and federal permits, as applicable, (e.g. Excavation, Special Events/Police, Right-of-Way Closures, NPDES, etc.) prior to mobilizing and beginning construction activities on any assigned work orders/task orders.

OVERTIME WORK HOURS

For the purpose of this contract, overtime work hours are defined as:

1. Monday thru Saturday – 6pm to 8am.
2. Sunday – at any time during the day or night.
3. City observed holidays at anytime during the day or night.

Successful Bidder(s) shall only work overtime hours, per the permitting requirements or as directed by the City. Typically, the services being conducted during these hours are milling, paving, striping, and minor concrete curb/sidewalk work.

ATTACHMENT A

INSURANCE ADDENDUM
INSURANCE DEFINITIONS, REQUIREMENTS AND CONDITIONS

The VENDOR/CONTRACTOR agrees to provide and maintain throughout the life of this contract and at Vendor/Contractor's expense insurance coverage outlined herewith as applicable insuring all operations related to the contract and any extensions thereof.

Workers Compensation and Employers Liability

Statutory and subject to the Laws of the State of Florida. This coverage protects against lawsuits stemming from workplace accidents. It provides for medical care to injured employees, along with compensation for lost income.

Commercial General Liability

It protects against accidents and injuries that occur on company property or the property of a customer. It compensates an injured person or owner of property for injuries and property damages, and the cost of defending lawsuits, including legal settlements or investigations. This policy also covers claims resulting from products exposures, libel, slander, copyright infringement and other personal and advertisement injuries.

Commercial Automobile Liability

It protects against liability, no fault, medical payments, uninsured and underinsured motorists claims, collision and other than collision physical damage. In addition, this policy affords coverage on autos that are hired or borrowed or non-owned for use in the business. The non-owned can be autos owned by employees or members of their households.

Non Owned Auto exposures can be endorsed or added under the Commercial General Liability Policy.

Professional/Errors and Omissions Liability

Used by many professionals such as engineers, lawyers, accountants, stock brokers, financial advisers, insurance agents, court reports, dentists, nurses and teachers. It protects against the financial effects of liability lawsuits filed by clients. It basically protects professionals who cause harm to a client due to incompetence, errors or negligence.

Umbrella Liability

It protects against liability and losses after primary insurance benefits have been exhausted. This supplemental coverage kicks in only after the underlined liability policies have paid their maximum benefits.

Environmental Liability

It protects against the financial costs of claims of injury or damage due to pollution, and other costs of cleaning up pollutants. These policies are designed to cover both property and liability risks.

Directors and Officers Liability

This coverage protects against claims from stockholders, employees and clients that are also aimed individually at directors and officers. These claims typically stem from errors in judgement, breaches of duty and wrongful acts in connection with company business.

Cyber Liability

It protects against costs of the theft, destruction or unauthorized use of electronic data through computer viruses or network intrusions. It also adds protection to a business against such costs if a business fails to safeguard another party's electronic data. Companies sharing data outside their internal network benefit from this coverage

Commercial Property

It protects against claims or damages to the insured's buildings, business personal property and personal property of others. It can also provide for loss of business income coverage or extra expenses incurred because of physical loss by a covered peril to the insured's property.

Commercial Crime

It protects against loss of money, securities and other property because of a variety of criminal acts such as employee theft or embezzlement, burglary, robbery, forgery, computer fraud, kidnapping and extortion. Crime insurance also covers money and securities against damage or destruction by almost any cause of loss, not just crime.

Builders Risk

It protects against damage to or destruction of buildings or other structures during their construction. Any party with a financial interest in a construction, remodeling, or repair project benefits from this coverage.

Surety Bonds

Surety bonds are three party contracts. The principal, the party that undertakes the obligation, pays for the issuance of a bond by a surety company. The bond provides capital to guarantee the obligation will be performed. The obligee is the party that receives the benefit of the bond If the obligation is improperly performed.

Valuable Papers

It pays for the cost to reconstruct damaged or destroyed valuable papers and records. Typically is defined to include almost all forms of printed documents or records with the exception of money or securities, and data and media which is usually excluded.

Additional Requirements

The Vendor/Contractor must furnish the City of Miami, Department of Procurement, and Risk Management located at 444 S.W. 2nd Avenue Miami, Florida 33130, original Certificates of insurance to be in force on the date of this Contract, and Renewal Certificates of insurance thereafter. All policies indicated on the certificate must be in compliance with all Contract requirements. The failure of the City

to obtain the applicable or corresponding certificates from Contractor is not a waiver by the City of any requirements for the Vendor/Contractor.

The Vendor/Contractor must furnish Certificates insurance listing the City of Miami as an additional insured. All insurance certificates must be signed, dated and reference the City contract number.

The insurance must provide for sixty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Vendor/Contractor. The Vendor/Contractor further agrees to have insurers waive their rights of subrogation against the City of Miami, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Vendor/Contractor in no way limit the Vendor/Contractor's liabilities and responsibilities specified within the Contract or law.

Any insurance or self-insurance programs maintained by the City of Miami shall not contribute with insurance provided by the Vendor/Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If the Vendor/Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or Limited Liability Company and each of its separate constituent entities as named insureds.

The Vendor/Contractor must require all subcontractors to provide the insurance required herein. All subcontractors are subject to the same insurance requirements of the Vendor/Contractor unless otherwise specified in this Contract.

If the Vendor/Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost. Notwithstanding any provision in the Contract to the contrary, the City of Miami Risk Management Department maintains and reserves the right to modify, delete, alter or change these requirements.

I

Attachment B: Reference Submittal Form
IFB 1115382 – Pavement Resurfacing Services

FIRM NAME: _____

Reference Section 2.14	**Summarized Requirements: Refer to the details in Section 2 Special Conditions to verify that the information provided will suffice as proof of meeting the requirements of this solicitation.**
	Past Performance Reference Check #1
	Company/Organization Name:
	Address:
	Contact Person:
	Contact Phone Number and Email:
	Date of Contract or Sale:
	Prime or Subcontractor:
	Other (Description of Service, Total dollar value of Contract, etc.):
	Past Performance Reference Check #2
	Company/Organization Name:
	Address:
	Contact Person:
	Contact Phone Number and Email:
	Contact E-mail (if applicable):
	Date of Contract or Sale:
	Prime or Subcontractor:
	Other (Description of Service, Total dollar value of Contract, etc.):
	Past Performance Reference Check #3
	Company/Organization Name:
	Address:
	Contact Person:
	Contact Phone Number and Email:
	Contact E-mail (if applicable):
	Date of Contract or Sale:
	Prime or Subcontractor:
	Other (Description of Service, Total dollar value of Contract, etc.):

POLICY NUMBER:

APM- 2-19

DATE:

March 26, 2019

ISSUED BY:
Emilio T. Gonzalez, Ph.D.
City Manager/Designee

SIGNATURE

CITY OF MIAMI

ADMINISTRATIVE POLICY

REVISIONS

REVISED SECTION	DATE OF REVISION
Created	3/26/19

SUBJECT: ELIMINATING THE PROCESS OF CURING IRREGULARITIES IN DOCUMENTS SUBMITTED IN RESPONSE TO REQUEST FOR QUALIFICATIONS (RFQ), REQUEST FOR PROPOSALS (RFP), REQUESTS FOR LETTERS OF INTEREST (RFLI), INVITATION FOR BIDS (IFB), INVITATION TO BID (ITB), INVITATION TO QUOTE (ITQ), AND REQUEST FOR SPONSORSHIP (RFS) EFFECTIVE MAY 6, 2019

PURPOSE:

To improve the procurement solicitation process in order to provide internal and external customers with a more efficient and effective procurement of goods and services for the City of Miami. This APM establishes guidelines that eliminate the process of curing irregularities in proposals and bids submitted in response to RFQs, RFPs, RFLI's IFBs, ITBs, ITQs and RFS.

BACKGROUND:

Currently, the Department of Procurement ("Procurement") allows Proposers and Bidders to cure certain deficiencies, deviations, irregularities, omissions, and/or technicalities in proposals and bids submitted to the City in response to RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS.

In collaboration with the Department of Innovation and Technology ("DoIt"), Procurement has identified the process of curing as the cause of significant delays in formal solicitation process. When proposals and bids require a cure, Procurement sends out a "Notice to Cure" to Proposers and Bidders who are then given additional time to correct, complete, and re-submit the required documents. The process of curing is time intensive and delays the procurement of necessary goods and services for the City; it prolongs the due diligence review period and it stalls and delays the evaluation and selection process, resulting in the extension of time between the issuance of an RFP, RFQ, RFLI, IFB, ITB, ITQ, or RFS solicitation and its award date.

Eliminating the process of curing will streamline and improve the overall procurement solicitation process while making it more efficient by removing a source of delay, and more effective by concentrating due diligence reviews only on complete and responsive proposals and bids. Additionally, it is not a common procurement industry practice to allow cures. Other local public agencies such as Miami-Dade County and the Miami-Dade County Public School System do not presently allow cures in such similar instances.

GUIDELINES:

Procurement will only review and evaluate proposals and bids that have been deemed responsive. **Responsive bids and proposals responses are defined by our Procurement Code.**[1] Prospective Proposers and Bidders should understand that non-responsive proposals or bids will not be reviewed and will be eliminated from the evaluation and selection process.

The City will not consider the curing of any proposal or bid that fail to meet the minimum qualifications or submission requirements of an RFQ, RFP, RFLI, IFB, ITB, ITQ, or RFS as applicable. Material deficiencies, deviations, irregularities, omissions, and/or technicalities are not waivable.

Proposals and bids submitted with deficiencies, irregularities, omissions, and/or technicalities that deviate from the minimum qualifications and/or submission requirements for RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS shall result in a non-responsive determination. The following list includes, but is not limited to, proposal and bid deficiencies, deviations, irregularities, omissions, and/or technicalities that shall result in a non-responsive determination for any solicitation issued on or after May 6, 2019:

If a proposal or bid is missing forms, or contains unnotarized forms, unsigned forms, incorrect forms, or forms signed by any individual, other than the Proposer or Bidder, Proposer's or Bidder's team members, and/or individuals attesting to the stated project experience, the Proposer or Bidder **will not** be given time to cure the proposal or bid, and the City shall deem such proposal or bid non-responsive. The City, at its sole discretion, reserves the right to waive minor deviations not listed above. Such minor deficiencies, deviations, irregularities, omissions, or technicalities may be timely cured by the Proposer or Bidder, at the sole discretion of the City. Material (i.e. substantial or notable) deficiencies, deviations, irregularities, omissions, or technical issues cannot be cured by the Proposer or Bidder and are not waivable by the City.

For illustrative guidance please see below an excerpt from State of Florida procurement instructions which discuss the difference in plain language between material and minor variances.

Responsive bidder, proposer, offeror, or *respondent* means a business which has submitted a bid, offer, proposal, quotation or response which conforms in all material respects to the solicitation. Sec. 18-73, City Code.

(Excerpt from 2012 WL 1155290 (Fla.Div.Admin.Hrgs.)

Mandatory Responsiveness Requirements: Terms, conditions or requirements that must be met by the proposer to be responsive to this RFP. The responsiveness requirements are **mandatory**. Failure to meet the responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be evaluated.

1.15 Material Deviations: The Department has established certain requirements with respect to proposals to be submitted by Proposers. The use of *shall, must* or *will* (except to indicate simple futurity) in this RFP indicates a requirement or condition which may not be waived by the Department except where any **deviation** therefore is not **material**. A **deviation** is **material** if, in the Department's sole discretion, the deficient response is not in substantial accord with this RFP's requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. **Material deviations** cannot be waived and shall be the basis for rejection of a response. Because this is an RFP, the Department will apply this definition liberally in reviewing responses in regard to service delivery.

1.16 Minor Irregularity: A variation from the RFP terms and conditions which does not affect the price proposed or gives the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the Department.

ATTACHMENT D

Title: PAVEMENT RESURFACING IFB No.: 1115382

List of Subcontractors

Completion of Form

to be updated after award of the Contract as additional Subcontractors are added or changed. Submit additional pages as neceassary.

Name of Firm	Address	Scope of Work	Licenses	Value of Work	% of Work

Note:

1. The work performed by Subcontractor(s) listed cannot equal more than fiftenn percent (15%) of the total work for the Contract.
2. The foregoing list of Subcontractors may not be amended after award of the Contract without the prior written approval of the City's Project Manager identified in the Solicitation, whose approval will not be unreasonableley withheld.

Name of Proposer: _____ Date: _____

Name of Individual Completing Form: _____ Signature: _____

"General Decision Number: FL20200178 01/03/2020

Superseded General Decision Number: FL20190178

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* ELEC0349-002 09/02/2019

	Rates	Fringes
ELECTRICIAN	$ 35.36	12.77

SUFL2013-039 08/19/2013

	Rates	Fringes
CARPENTER	$ 17.84	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	$ 15.49	0.00
FENCE ERECTOR	$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 15.07	0.00
HIGHWAY/PARKING LOT STRIPING:		

Painter	$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman)	$ 11.16	0.00
INSTALLER - GUARDRAIL	$ 13.43	0.00
IRONWORKER, ORNAMENTAL	$ 13.48	0.00
IRONWORKER, REINFORCING	$ 18.43	0.00
IRONWORKER, STRUCTURAL	$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper)	$ 11.59	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 12.31	0.00
LABORER: Common or General	$ 10.69	0.00
LABORER: Flagger	$ 12.53	0.00
LABORER: Grade Checker	$ 12.41	0.00
LABORER: Landscape & Irrigation	$ 9.02	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.91	3.50
LABORER: Pipelayer	$ 15.02	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 16.24	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 12.88	0.00
OPERATOR: Boom	$ 18.95	0.00
OPERATOR: Boring Machine	$ 15.29	0.00
OPERATOR: Broom/Sweeper	$ 13.01	0.00
OPERATOR: Bulldozer	$ 16.77	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	0.00
OPERATOR: Concrete Saw	$ 14.43	0.00
OPERATOR: Crane	$ 22.46	0.00
OPERATOR: Curb Machine	$ 20.74	0.00
OPERATOR: Distributor	$ 13.29	0.00
OPERATOR: Drill	$ 14.78	0.00
OPERATOR: Forklift	$ 16.32	0.00

OPERATOR: Gradall.....$ 14.71 0.00

OPERATOR: Grader/Blade.....$ 20.22 3.85

OPERATOR: Loader.....$ 15.53 0.00

OPERATOR: Mechanic.....$ 18.03 0.00

OPERATOR: Milling Machine.....$ 14.67 0.00

OPERATOR: Oiler.....$ 16.32 0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 13.61 0.00

OPERATOR: Piledriver.....$ 17.23 0.00

OPERATOR: Post Driver (Guardrail/Fences).....$ 14.45 0.00

OPERATOR: Roller.....$ 13.67 0.00

OPERATOR: Scraper.....$ 12.01 0.00

OPERATOR: Screed.....$ 14.15 0.00

OPERATOR: Tractor.....$ 12.19 0.00

OPERATOR: Trencher.....$ 14.74 0.00

PAINTER: Spray.....$ 16.52 0.00

SIGN ERECTOR.....$ 12.96 0.00

TRAFFIC SIGNALIZATION: Traffic Signal Installation.....$ 19.07 0.00

TRUCK DRIVER: Distributor Truck.....$ 14.96 2.17

TRUCK DRIVER: Dump Truck.....$ 12.19 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.28 0.00

TRUCK DRIVER: Lowboy Truck.....$ 15.07 0.00

TRUCK DRIVER: Slurry Truck.....$ 11.96 0.00

TRUCK DRIVER: Vactor Truck.....$ 14.21 0.00

TRUCK DRIVER: Water Truck.....$ 13.17 1.60

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION
"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his/her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officers or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form, LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that ll subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31, U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor/Contractor's Authorized Official

_____

Name and Title of Contractor/Contractor's Authorized Official

_____

Date: _____

CITY OF MIAMI LOCAL OFFICE CERTIFICATION

(City Code, Chapter 18, Article III, Section 18-73)

Solicitation Type and Number: _____ (i.e. IFQ/IFB/RFP/RFQ/RFLI No. 123456)

Solicitation Title: _____

_____ (Bidder/Proposer) hereby certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

Local office means a business within the city which meets all of the following criteria:

(1) Has had a staffed and fixed office or distribution point, operating within a permanent structure with a verifiable street address that is located within the corporate limits of the city, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue; for purposes of this section, "staffed" shall mean verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week, whether as a duly authorized employee, officer, principal or owner of the local business; a post office box shall not be sufficient to constitute a local office within the city;

(2) If the business is located in the permanent structure pursuant to a lease, such lease must be in writing, for a term of no less than twelve (12) months, been in effect for no less than the twelve (12) months immediately preceding the date bids or proposals were received, and be available for review and approval by the chief procurement officer or its designee; for recently-executed leases that have been in effect for any period less than the twelve (12) months immediately preceding the date bids or proposals were received, a prior fully-executed lease within the corporate limits of the city that documents, in writing, continuous business residence within the corporate limits of the city for a term of no less than the twelve (12) months immediately preceding the date bids or proposals were received shall be acceptable to satisfy the requirements of this section, and shall be available for review and approval by the chief procurement officer or its designee; further requiring that historical, cleared rent checks or other rent payment documentation in writing that documents local office tenancy shall be available for review and approval by the chief procurement officer or its designee;

(3) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, a current business tax receipt issued by both the city and Miami-Dade County, if applicable; and

(4) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, any license or certificate of competency and certificate of use required by either the city or Miami-Dade County that authorizes the performance of said business operations; and

(5) Has certified in writing its compliance with the foregoing at the time of submitting its bid or proposal to be eligible for consideration under this section; provided, however, that the burden of proof to provide all supporting documentation in support of this local office certification is borne by the business applicant submitting a bid or proposal.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Bidder/Proposer Local Office Address: _____

Does Bidder/Proposer conduct verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week?	☐ YES ☐ NO
If Bidder/Proposer's Local Office tenancy is pursuant to a lease, has Bidder/Proposer enclosed a copy of the lease?	☐ YES ☐ NO ☐ N/A
Has Bidder/Proposer enclosed a copy of the Business Tax Receipt (BTR) issued by the City of Miami and Miami-Dade County?	City of Miami: ☐ YES ☐ NO ☐ Exempt Cite Exemption: _____ _____ Miami-Dade County: ☑ YES ☑ NO ☐ Exempt Cite Exemption: _____ _____
Has Bidder/Proposer enclosed a copy of the license, certificate of competency and certificate of use that authorizes the performance of Bidder/Proposer's business operations?	☐ YES ☐ NO

Bidder/Proposer's signature below certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

_____

Print Name (Bidder/Proposer Authorized Representative)

_____ _____

Signature Date

STATE OF FLORIDA
COUNTY OF _____

Certified to and subscribed before me this _____ day of _____, 20_____, by

_____.

_____
(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

_____
(Name of Notary Typed, Printed, or Stamped)

Personally Known _____OR Produced Identification _____

Type of Identification Produced_____

CITY OF MIAMI, FLORIDA

INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: October 23, 2020

SUBJECT: Recommendation of Award for Pavement Resurfacing Services

FROM: Yadissa A. Calderon for
Annie Perez, CPPO, Director
Department of Procurement

REFERENCES: Invitation for Bid ("IFB") No. 1115382

ENCLOSURES: Bid Tabulation

RECOMMENDATION:

Based on the findings below, the Department of Procurement ("Procurement") hereby recommends award ofIFB No. 1115382 to H&R Paving, Inc. ("H&R Paving") the apparent responsive and responsible Bidder, for the provision of pavement resurfacing services for the Department of Resilience and Public Works ("Public Works"), on an as needed basis. The warded vendor, contract terms, and amount are shown below.

Contract Number/Title: IFB No. 1115382, Pavement Resurfacing Services

Contract Amount: The estimated contract amount is approximately $200,181.50 annually for Group 1 – Non-Federally Funded Projects and $200,186.48 annually for Group – 2 Federally Funded Projects (approximately $1,401,270.50 for Group 1; and $1,401,305.36 for Group 2 for all seven (7) years).

Contract Term: Initial term for a period of three (3) years, with the option to renew for two (2) additional two (2) year periods.

Recommended Vendors: H&R Paving, Inc.

BACKGROUND:

On September 11, 2020, Procurement on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, under full and open competition. On October 9, 2020 at bid closing three (3) bids were received. The bids were evaluated and tabulated following the guidelines published in the bid. Two (2) bids were found to be non-responsive. H&R was the responsive and responsible Bidder.

Consequently, approval of this recommendation to award is requested. Your signature below will indicate approval of this recommendation.

Approved: _____ Date: 10/29/20
Arthur Noriega V. City Manager

AP:tg

c:
Nzeribe Ihekwaba, Ph.D, P.E., Assistant City Manager, Chief of Infrastructure
Juvenal Santana, P.E., Director, Public Works
Yadissa A. Calderon, CPPB, Assistant Director, Procurement

PR21015

GROUP 1 - NON-FEDERALLY FUNDED PROJECTS					H&R Paving		
Line Item	Item Description	Unit	Quantity		Unit Cost	BAFO	Total
1	**MOBILIZATION, ROADWAY COMPLETE** - Mobilization cost for task orders consisting of complete roadway/right-of-way work. Typically consists of many, multiple line items of work and may include all trades required to execute all line items of work within this contract. Most "Roadway Complete" task orders will mainly consist of milling & resurfacing/overlay/etc. with striping, utility adjustments, curb & gutter, minor sidewalk and swale work, and ADA ramps (1 mobilization per task order).	LS	1		$ 5,000.00	N/A	$ 5,000.00
2	**MOBILIZATION, ASPHALT** - Mobilization cost for task orders mainly consiting of milling & resurfacing/overlay/etc. with associated utility adjustments and striping work only (1 mobilization per task order).	LS	1		$ 1.00	N/A	$ 1.00
3	**MOBILIZATION, PATCHING** - Mobilization cost for task orders mainly consisting of utility trench and/or pothole patching requests and/or requests for roadway base soil condition investigations (1 mobilization per task order - 1 block of trench or 10 potholes per task order typ.).	LS	1		$ 1.00	N/A	$ 1.00
4	**MOBILIZATION, SIDEWALKS/CURBING** - Mobilization cost for task orders mainly consisting of concrete sidewalks, ADA ramps, and/or curb & gutter work only, includes associated minor asphalt patching where necessary (1 mobilization per task order).	LS	1		$ 1,500.00	N/A	$ 1,500.00
5	**MOBILIZATION, STRIPING** - Mobilization cost for task orders mainly consisting of paint/thermoplastic striping, messages, symbols, and/or bike/bus lane coating work only (1 mobilization per task order).	LS	1		$ 300.00	N/A	$ 300.00
6	**MOBILIZATION, ASPHALT STAMPING/PAINTING** - Mobilization cost for task orders mainly consisting of thermal stamping and/or colorized coating of specialty asphalt treatment areas (1 mobilization per task	LS	1		$ 1.00	N/A	$ 1.00
7	**RE-MOBILIZATION** - For use only if paving equipment and/or sidewalk/conctete crews already de-mobilized from site, to address additional milling & resurfacing and/or ADA ramps as requested by Public Works Staff (1 mobilization per task order amendment)	LS	1		$ 1.00	N/A	$ 1.00
8	**NIGHTTIME/SUNDAY WORK ADD-ON** - This is a lump sum, cost-per-day, add-on, to be paid when a contractor is required to work, per permitting requirements or as directed by Public Works Staff, on Sundays or at night. This pay item is to help compensate for increased costs associated with overtime labor and enhanced MOT requirements in order to carry out work during non-standard working hours. Typical work being conducted under this add-on will mainly consist of milling, paving, striping, and minor	EA/DAY	1		$ 5,000.00	N/A	$ 5,000.00
9	**ROADWAY BASE SOIL ASSESSMENT, CONDITION A** - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found suitable to the City of Miami's Public Works Staff, clean loose material, recompact, and replace removed asphalt with Type SP-9.5 hot mix asphaltic concrete up to the level of the surrounding surface.	SF	1		$ 3.00	N/A	$ 3.00
10	**ROADWAY BASE SOIL ASSESSMENT, CONDITION B** - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found unsuitable to the City of Miami's Public Works Staff, remove base material and replace with a minimum of 8" of compacted limerock (LBR 100) and 2" of Type SP-9.5 hot mix asphaltic concrete, or 6" of SP-9.5 hot mix asphaltic concrete, up to the level of the surrounding surface.	SF	1		$ 3.00	N/A	$ 3.00
11	**BARRICADES CONES/DRUMS** - Temporary, the first 50 cones and/or drums are considered incidental to all required work under each task order and not compensated for, drums incl. lights when required, includes installation, maintenance, and removal.	EA/DAY	1		$ 0.50	$ 0.45	$ 0.45
12	**BARRICADES TYPE II** - Temporary, 2'-3', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1		$ 0.50	$ 0.45	$ 0.45

13	**BARRICADES TYPE III** - Temporary, 6'-8', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1		$ 0.50	$ 0.45	$ 0.45
14	**WORK ZONE SIGNAGE** - Includes all message and detour signage required per approved MOT plans, the first 10 signs are considered incidental to all required work under each task order and not compensated for, includes installation, maintenance, and removal.	EA/DAY	1		$ 100.00	N/A	$ 100.00
15	**FLASHING ARROW BOARD** - Temporary, multi-mode, includes installation, maintenance, and removal.	EA/DAY	1		$ 10.00	N/A	$ 10.00
16	**VARIABLE MESSAGE SIGN (VMS)** - Message text to be as approved by City Staff or as required by FDOT and County permitting, includes installation, maintenance, and removal.	EA/DAY	1		$ 25.00	N/A	$ 25.00
17	**RE-GRADE EXISTING SWALE** - Includes removal and disposal of excess material if necessary.	SY	1		$ 50.00	N/A	$ 50.00
18	**BAHIA GRASS SOD** - Includes watering for establishment period.	SF	1		$ 5.00	N/A	$ 5.00
19	**ST AUGUSTINE FLORATAM GRASS SOD** - Includes watering for establishment period.	SF	1		$ 5.00	N/A	$ 5.00
20	**ASPHALT REMOVAL 0-2"** - Removal and disposal of asphalt averaging 2" thick or less, includes sawcutting edges of existing asphalt to remain.	SY	1		$ 25.00	N/A	$ 25.00
21	**ASPHALT REMOVAL 2"-4"** - Removal and disposal of asphalt averaging over 2" up to 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1		$ 25.00	N/A	$ 25.00
22	**ASPHALT REMOVAL >4"** - Removal and disposal of asphalt over 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1		$ 25.00	N/A	$ 25.00
23	**CONCRETE REMOVAL 0-6"** - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging 6" thick or less, includes sawcutting edges of existing pad/sidewalk/road section to remain.	SF	1		$ 2.79	N/A	$ 2.79
24	**CONCRETE REMOVAL 6"-12" -** Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging over 6" up to 12" thick, includes sawcutting edges of existing pad/sidewalk/road section to	SF	1		$ 5.00	N/A	$ 5.00
25	**EXCAVATION** - Excavation and removal of excess soils as shown on design plans or directed by Public Works Staff.	CY	1		$ 30.00	N/A	$ 30.00
26	**STABILIZED SUBGRADE** - F&I Type "B" stabilized backfill to the thickness shown on design plans or directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 40 min. - compaction and testing required and included).	CY	1		$ 20.00	N/A	$ 20.00
27	**LIMEROCK BASE** - F&I limerock base course to the thickness shown on design plans or as directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 100 - compaction and testing required and included).	CY	1		$ 30.00	N/A	$ 30.00
28	**MILL AND DISPOSE EXISTING ASPHALT** - 1" average thickness, includes sawcutting edges of existing asphalt surfaces to remain.	SY	1		$ 5.00	N/A	$ 5.00
29	**MILL AND DISPOSE EXISTING ASPHALT, ADD-ON** - Additive pricing for each 1/4" of additional thickness of milling (to be used when milling more than 1" average thickness).	SY	1		$ 1.00	N/A	$ 1.00
30	**1" SUPERPAVE ASPHALT, TYPE SP-9.**5 - Traffic C, includes tack coat where necessary.	SY	1		$ 7.00	N/A	$ 7.00
31	**1.5" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5-** Traffic C, includes tack coat where necessary.	SY	1		$ 10.41	N/A	$ 10.41
32	**2" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 -** Traffic C, includes tack coat where necessary.	SY	1		$ 14.00	N/A	$ 14.00
33	**1" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5** - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1		$ 8.00	N/A	$ 8.00
34	**1.5" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 -** Traffic C, PG 76-22, includes tack coat where necessary.	SY	1		$ 12.00	N/A	$ 12.00
35	**2" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 -** Traffic C, PG 76-22, includes tack coat where necessary.	SY	1		$ 16.00	N/A	$ 16.00

36	**POTHOLE REPAIRS** - Placement of crushed and compacted limerock and hot mix asphalt to patch potholes, 10 sq.ft. max surface area, and no deeper than 1.5' deep (asphalt to be a minimum of 2" thick, Type SP-9.5, compacted hot mix).	SF	1		$ 5.00	N/A	$ 5.00
37	**CRACK SEAL** - Sealing of asphalt roadway cracks less than 2" wide by application of a bituminous asphalt sealant specifically designed for crack sealing.	LF	1		$ 5.00	N/A	$ 5.00
38	**UTILITY ADJUSTMENT, STORMWATER INLET** - Raise or lower stormwater inlet frame and grate, includes brick and concrete morter as necessary.	EA	1		$ 250.00	N/A	$ 250.00
39	**UTILITY ADJUSTMENT, MANHOLE** - Raise or lower utility manhole frame/rim and cover, includes brick and concrete morter as necessary.	EA	1		$ 500.00	N/A	$ 500.00
40	**UTILITY ADJUSTMENT, VALVE BOX** - Raise or lower utility valve boxes, includes flowable fill or cast-in-place concrete ring as necessary.	EA	1		$ 300.00	N/A	$ 300.00
41	**REMOVE/DISPOSE/REPLACE DAMAGED MANHOLE/INLET FRAME, MD-COUNTY** - Removal and disposal of damaged drainage inlet frame and grate or utility manhole frame and lid, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-	EA	1		$ 500.00	N/A	$ 500.00
42	**REMOVE/DISPOSE/REPLACE DAMAGED VALVE COVER, MD-COUNTY** - Removal and disposal of damaged water or sewer valve box, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-installation.	EA	1		$ 500.00	N/A	$ 500.00
43	**REPAIR CONCRETE MANHOLE/INLET** - Repair of damaged concrete utility manhole or drainage inlet	EA	1		$ 1,000.00	N/A	$ 1,000.00
44	**CONCRETE CURB AND GUTTER REMOVAL** - Removal and disposal of all types of existing concrete curbing and curb & gutter (existing limerock pad to remain if new curbing is being installed).	LF	1		$ 15.00	N/A	$ 15.00
45	**CONCRETE CURB, NON-REINFORCED** - Type "B," "D," "A," and all other standard curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1		$ 25.00	N/A	$ 25.00
46	**CONCRETE CURB, REINFORCED** - Steel reinforced Type "B," "D," "A," and all other standard reinforced curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1		$ 36.00	N/A	$ 36.00
47	**CONCRETE CURB AND GUTTER, NON-REINFORCED** - Type "F," "E," "RA," and all other standard types of curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1		$ 25.00	N/A	$ 25.00
48	**CONCRETE CURB AND GUTTER, REINFORCED** - Steel reinforced Type "F," "E," "RA," and all other standard types of reinforced curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1		$ 36.00	N/A	$ 36.00
49	**CONCRETE DROP CURB OR VALLEY GUTTER, NON-REINFORCED** - Non-steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1		$ 25.00	N/A	$ 25.00
50	**CONCRETE DROP CURB OR VALLEY GUTTER, REINFORCED** - Steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1		$ 36.00	N/A	$ 36.00
51	**LIMEROCK CURB AND GUTTER PAD** - Installation and compaction of limerock base for all types of curbing and curb & gutter, to be installed per City Standards and paid by linear foot of new curbing being installed on top (to be used ONLY under new curbing where existing curbing did not previously exist).	LF	1		$ 8.00	N/A	$ 8.00
52	**6" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD** - 3,000 PSI @ 28 days min. concrete sidewalks, driveway pads, and pedestrian ramps (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1		$ 6.60	N/A	$ 6.60
53	**8"-12" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD** - 3,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1		$ 10.00	N/A	$ 10.00

54	**HIGH STRENGTH CONCRETE DRIVEWAY PAD OR ROADWAY SEGMENT PATCH** - 5,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the area of construction, and general compaction/tamping of in-situ soils, as necessary).	CY	1		$ 200.00	N/A	$ 200.00
55	REMOVE, STORE, AND RESET PAVERS **- Removal and resetting of existing sidewalk, driveway, or roadway pavers. Includes regrading and compacting of rock sub-base, reinstalling sand** setting/leveling base, resetting pavers to match existing patterns, and sand-filling of joints. Pavers broken during construction to be replaced, in-kind, at contractors expense.	SF	1		$ 10.00	N/A	$ 10.00
56	**DETECTABLE WARNINGS** - Truncated ADA tactile domes for ADA pedestrian ramps (Armor Tile - Cast In Place or approved equal)	SF	1		$ 50.00	$ 45.00	$ 45.00
57	**ROADSIDE SIGNS, SINGLE POST** - Typical/common traffic signage (e.g. stop, street name, yield, do not enter, one way, etc.), includes post and sign per Miami-Dade County Standards (signage surface area less than 12 SF total per assembly).	AS	1		$ 360.00	N/A	$ 360.00
58	**ROADSIDE SIGNS, SIGN ONLY** - F&I new traffic signage on existing sign post (e.g. stop, street name, yield, do not enter, one way, etc.), includes removal and disposal of old sign(s) if necessary (signage surface area less than 12 SF total per assembly).	AS	1		$ 180.00	N/A	$ 180.00
59	**RELOCATE/RESET EXISTING POST AND SIGN** - Remove and relocate, or reset leaning, existing traffic signage, single post.	EA	1		$ 240.00	N/A	$ 240.00
60	**ROADWAY/HIGHWAY DELINEATOR** - 36"-48" High, reflective delineators as approved by FDOT.	EA	1		$ 72.00	N/A	$ 72.00
61	**REFLECTIVE PAVEMENT MARKERS (RPMs)** - Class B, mono or bi-directional, all colors.	EA	1		$ 4.20	N/A	$ 4.20
62	**PAVEMENT MARKING REMOVAL** - Non-destructive micro-planing, grinding, or other approved methods, as directed by Public Works Staff (paid by LF of actual stripe removal, regardless of width of existing	LF	1		$ 1.20	N/A	$ 1.20
63	**THERMOPLASTIC PAVEMENT MESSAGES** - Reflective "ONLY," "MERGE," "SCHOOL," "RxR," etc. roadway messages, per FDOT or Miami-Dade Standards (includes temporary paint messages when necessary).	EA	1		$ 216.00	N/A	$ 216.00
64	**THERMOPLASTIC DIRECTIONAL ARROWS** - Reflective arrow symbols per FDOT or Miami-Dade Standards (includes temporary paint symbols when necessary).	EA	1		$ 96.00	N/A	$ 96.00
65	**THERMOPLASTIC BIKE LANE MARKINGS** - Sharrows and bike symbols with arrows, with or without green high-emphasis background, as directed by Public Works Staff and approved by FDOT and Miami-Dade	EA	1		$ 360.00	N/A	$ 360.00
66	**GREEN BIKE LANE COATINGS** - Installation of green asphalt coatings for designated bike lanes as directed by Public Works Staff and approved by the FDOT through the FHWA.	SY	1		$ 144.00	N/A	$ 144.00
67	**RED BUS LANE COATINGS** - Installation of red asphalt coatings for County-designated Bus Lanes, as directed by Public Works Staff and approved by Miami-Dade County.	SY	1		$ 144.00	N/A	$ 144.00
68	**SOLID SINGLE 6" THERMOPLASTIC STRIPING** - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 2.40	N/A	$ 2.40
69	**SOLID DOUBLE 6" THERMOPLASTIC STRIPING** - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 4.80	N/A	$ 4.80

70	**SOLID SINGLE 8" THERMOPLASTIC STRIPING** - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 1.20	N/A	$ 1.20
71	**SOLID DOUBLE 8" THERMOPLASTIC STRIPING** - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 1.20	N/A	$ 1.20
72	**SOLID SINGLE 12" THERMOPLASTIC STRIPING** - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 3.60	N/A	$ 3.60
73	**SOLID SINGLE 18" THERMOPLASTIC STRIPING** - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 4.80	N/A	$ 4.80
74	**SOLID SINGLE 24" THERMOPLASTIC STRIPING** - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 6.00	N/A	$ 6.00
75	**THERMOPLASTIC GUIDELINES** - 2'-4', 6'-10', or 3'-9' dotted, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 2.40	N/A	$ 2.40
76	**THERMOPLASTIC 10'-30' SKIP LINE**S - 6" yellow or white, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 2.40	N/A	$ 2.40
77	**PATTERNED ASPHALT STAMPING** - Heat-applied, wire rope cable stamping of new or existing asphalt, pattern to match existing or per design drawings (materials, methods, and certifications to be "StreetPrint" by GAF or approved equal).	SF	1		$ 20.00	N/A	$ 20.00
78	**STAMPED ASPHALT PAINTING** - Multi-layered, heat island reducing, non-slip, traffic-rated colored coating to be installed to match existing color patterns or per design drawings (materials, methods, and certifications to be "StreetBond" by GAF or approved equal).	SF	1		$ 30.00	N/A	$ 30.00
79	**DESIGN, PERMIT, INSTALL RAPID FLASHING BEACON** - All materials and labor required to design, permit, and install a complete rapid flashing pedestrian warning beacon assembly. City will provide basis-of-design sample drawings from previous installations (County permitting fees included).	EA	1		#########	N/A	$ 30,000.00
80	**REPLACE TRAFFIC LOOP** - Remove and replace existing traffic loops when repaving intersections if existing loop is damaged or if directed by Miami-Dade County (County permitting fees included).	EA	1		$ 2,500.00	N/A	$ 2,500.00
81	**Special Provision 1** = Contingency Allowance - Unforseen Conditions						$50,000
82	**Special Provision 2** = Contingency Allowance - Off Duty Police Traffic Control						$100,000
Total Cost including Contingency Allowance							$ 200,176.35

Director's Approval: _____

CITY OF MIAMI, FLORIDA

INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: November 23, 2020

SUBJECT: Recommendation of Award for Pavement Resurfacing Services

FROM: Annie Perez, CPPO, Director
Department of Procurement

REFERENCES: IFB No. 1115382

ENCLOSURES: Bid Tabulation; Award Recommendation Dated 10/29/20; Rescission of Award Memo dated 10/29/20; Best and Final Offer Letter ("BAFO")

RECOMMENDATION:

Based on the findings below, the Procurement Department ("Procurement") hereby recommends the award of Invitation for Bid ("IFB") No. 1115382 to H&R Paving, Inc. ("H&R Paving") the apparent responsive and responsible Bidder, for the provision of pavement resurfacing services for the Department of Resilience and Public Works ("Public Works"), on an as needed basis. The awarded vendor, contract terms, and amount are shown below.

Contract Number/Title: IFB No. 1115382, Pavement Resurfacing Services

Contract Amount: The estimated contract amount is approximately $200,176.35 annually for Group 1 – Non-Federally Funded Projects and $200,181.33 annually for Group – 2 Federally Funded Projects (approximately $1,401,234.45 and $1,401,269.31 respectively for all seven (7) years).

Contract Term: Initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods.

Recommended Vendors: H&R Paving, Inc. ("H&R Paving")

BACKGROUND:

On September 11, 2020, Procurement issued IFB No. 1115382 for the provision of Pavement Resurfacing Services, under full and open competition. On October 9, 2020 at bid closing three (3) bids were received. The bids were evaluated following the guidelines published in the soliciation. Two (2) bids were found to be non-responsive. H&R was the responsive and responsible Bidder. On October 29, 2020,an award was recommended and approved (please see attached), however after further discussion with Public Works, on November 16, 2020, a BAFO letter (please see attached) was issued to H&R to request additional savings on their original bid pricing submittal. H&R returned the BAFO providing a savings of $36.05 for each group over the course of the contract. Public Works has approved the BAFO.

Consequently, approval of this recommendation to award is requested. Your signature below will indicate approval of this recommendation.

Approved: _____ Date: 12/21/20

Arthur Noriega V. City Manager

AP:tg

c: Fernando Casamayor, Assistant City Manager/Chief Financial Officer
Nzeribe Ihekwaba, Ph.D, P.E., Assistant City Manager, Chief of Infrastructure
Alan Dodd, P.E., Director/Chief Resilience Officer, Resilience and Public Works
Yadissa A. Calderon, CPPB, Assistant Director, Procurement

AGENDA ITEM SUMMARY FORM

File ID: #8453

Date: 01/07/2021

Requesting Department: Department of Resilience and Public Works

Commission Meeting Date: 03/11/2021

Sponsored By:

District Impacted: All

Type: Resolution

Subject: Accept Bid - H&R Paving, Inc.

Purpose of Item:

The nature of this item is to authorize a resolution of the Miami City Commission, accepting the bid received on October 9, 2020 pursuant to IFB 1115382 from the lowest responsive and responsible bidder, H&R Paving, Inc. ("H&R Paving") for the provision of pavement resurfacing services, on and as-needed basis, for the Department of Resilience and Public Works (“Public Works”), on an as needed basis, for an initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods, allocating funds from Public Works' Account No. 40-B73102E and other funding sources, subject to the availability of funds and budget approval at the time of need; authorizing the City Manager to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Background of Item:

On September 11, 2020, the Department of Procurement (“Procurement”), on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, on an as-needed basis, under full and open competition to obtain the services of an experienced and qualified Bidder for the purpose of providing pavement resurfacing and roadway repair services. On October 9, 2020, three (3) bids were received. Two (2) vendors were deemed non-responsive, Procurement is recommending award to H&R Paving, which met all requirements, per the bid specifications, and is the apparent and responsive and responsible bidder. The estimated contract amount is approximately $200,176.35 annually for Group 1 - Non-Federally Funded Projects; and $200,181.33 annually for Group 2 - Federally Funded Projects (approximately $1,401,234.45 for Group 1 and $1,401,269.31 for Group 2 for all seven (7) years.

Budget Impact Analysis

Item is an Expenditure
Item has NO budget impact
Item is NOT funded by Bonds

Total Fiscal Impact:
$200,176.35 annually Group 1; $200,181.33 annually Group 2; See background notes.
General Account No.: 40-B73102E

Reviewed By

Department of Resilience and Public Works Review	Completed	01/07/2021 11:34 AM	Juvenal Santana	Department Head
Office of Management and Budget	Calvin Fifer	Budget Analyst Review	Completed	01/13/2021 6:15 PM
Office of Management and Budget	Leon P Michel	Budget Review	Completed	01/15/2021 8:47 PM
City Manager's Office	Nzeribe Ihekwaba	Assistant City Manager Review	Completed	01/18/2021 11:11 AM
City Manager's Office	Arthur Noriega V	City Manager Review	Completed	01/18/2021 1:00 PM
Legislative Division	Valentin J Alvarez	Legislative Division Review	Completed	01/20/2021 3:42 PM
Office of the City Attorney	Pablo Velez	ACA Review	Completed	02/24/2021 1:56 PM
Office of the City Attorney	Barnaby L. Min	Deputy City Attorney Review	Completed	02/24/2021 2:14 PM
Office of the City Attorney	Victoria Méndez	Approved Form and Correctness	Completed	02/24/2021 5:11 PM
City Commission	Nicole Ewan	Meeting	Completed	03/11/2021 9:00 AM

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

Enactment Number: R-21-0096

File Number: 8453 **Final Action Date:3/11/2021**

A RESOLUTION OF THE MIAMI CITY COMMISSION ACCEPTING THE BID RECEIVED ON OCTOBER 9, 2020 PURSUANT TO INVITATION FOR BID NO. 1115382 FROM THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, H&R PAVING, INC., A FLORIDA PROFIT CORPORATION, FOR THE PROVISION OF PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES, ON AN AS-NEEDED BASIS, FOR THE CITY OF MIAMI'S DEPARTMENT OF RESILIENCE AND PUBLIC WORKS FOR AN INITIAL TERM OF THREE (3) YEARS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS; ALLOCATING FUNDS FROM ACCOUNT NO. 40-B73102E AND SUCH OTHER LEGALLY AVAILABLE FUNDING SOURCES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGETARY APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ANY AND ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALL ALLOCATIONS, APPROPRIATIONS, PRIOR BUDGETARY APPROVALS, COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("CITY CODE"), INCLUDING THE CITY'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN FORMS ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS, AS MAY BE DEEMED NECESSARY FOR SAID PURPOSE.

WHEREAS, the City of Miami's ("City") Department of Resilience and Public Works ("RPW") has a continued need for pavement resurfacing and roadway repair services; and

WHEREAS, on September 11, 2020, pursuant to the City's Procurement Code, on behalf of RPW, the City's Department of Procurement ("Procurement") advertised and issued online Invitation for Bid ("IFB") No. 1115382 for the provision of pavement resurfacing and roadway repair services on an as needed basis; and

WHEREAS, on October 9, 2020, three (3) bids were received in response to this IFB, with the lowest responsive and responsible bid submitted by H&R Paving, Inc., a Florida profit corporation ("H&R Paving");

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

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

Section 2. The bid received on October 9, 2020 pursuant to IFB No. 1115382 from the lowest responsive and responsible Bidder, H&R Paving, for the provision of pavement resurfacing and roadway repair services on an as-needed basis for RPW for an initial term of

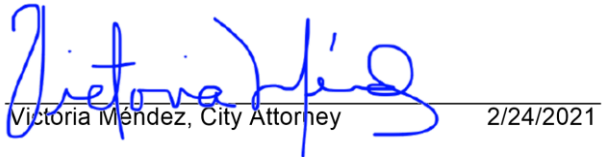
three (3) years with the option to renew for two (2) additional two (2) year periods is hereby accepted.

Section 3. Funds shall be allocated from Account No. 40-B73102E and such other legally available funding sources, subject to the availability of funds and budgetary approval at the time of need.

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

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:



Victoria Mendez, City Attorney 2/24/2021

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

City of Miami

CONTRACT AWARD

Procurement Department

IFB NO:	1115382(28)
DESCRIPTION:	PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT:	THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD:	**MARCH 22, 2021 THROUGH MARCH 21, 2024**
COMMODITY CODE:	98852-00

SECTION #1 – VENDOR AWARD

H&R Paving, Inc.
1955 NW 110th Ave
Miami, FL 33172
Contact: Raul Gonzalez
Ph: 305-261-3005
Fax: 305-592-6079
Email: abe@hrpaving.com

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

CC AWARD DATE: MARCH 11, 2021
RESOLUTION NO: **21-0096**

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: YES
APPLICABLE ORDINANCES: N/A

Notes: CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Melinda Jeudi
Phone: (305) 416-1784

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912
Email: tgray@miamigov.com

Prepared By: Aimee Gandarilla, 3/22/2021

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
www.miamigov.com/procurement

City of Miami

CONTRACT AWARD

Procurement Department

AMENDMENT NO. 1

IFB NO:	1115382(28)
DESCRIPTION:	PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT:	THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD:	**MARCH 22, 2021 THROUGH MARCH 21, 2024**
COMMODITY CODE:	98852-00

SECTION #1 – VENDOR AWARD

H&R Paving, Inc.
1955 NW 110th Ave
Miami, FL 33172
Contact: Raul Gonzalez
Ph: 305-261-3005
Fax: 305-592-6079
Email: abe@hrpaving.com

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

CC AWARD DATE: MARCH 11, 2021
RESOLUTION NO: **21-0096**

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: YES
APPLICABLE ORDINANCES: N/A

Notes: Pursuant to Section 2.31, Additions /Deletions of Services/Items/Suppliers, the addition of Solid Marking Tape to the contract. Here is the pricing:

Line Item	Item Description	Unit	Quantity	Unit Cost
83	**SOLID MARKING TAPE:** Includes all labor, material and equipment to install a 12" white solid stripe marking on concrete surface.	LF	1	$ 26.25
84	**NEW SHIELD SIGNS:** furnishing and installation of Shield performed thermoplastic 6'x15', 125 MIL signs	EA	1	$2,404.50

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Melinda Jeudi
Phone: (305) 416-1784

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912
Email: tgray@miamigov.com

Prepared By: Aimee Gandarilla, 11/1/2021

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www.miamigov.com/procurement

AGENDA ITEM CHEAT SHEET

1. TITLE: IFB 1115382 - PAVEMENT RESURFACING SERVICES

2. TYPE OF CONTRACT (Emergency ratification, SS, Piggyback, IFB, RFP, etc.):

Invitation fo Bid ("IFB")

3. TOTAL FISCAL IMPACT IN THE AGGREGATE: *$200,181.50 annually for Group 1 - Non-Federally F

4. SOURCE OF FUNDING: Parks and Recreation Department ("Parks") and Human Services Department

5. CONTRACT SAVINGS ACHIEVED/REVENUE: N/A

6. SCOPE OF SERVICES:

This nature of this item is to provide pavement resurfacing and roadway repair services.

7. WHAT IS THE TERM OF THE CONTRACT? (Please include OTR's)

The term of this contract is for an initial three (3) years with two (2), two (2) year options to renew.

8. WHAT IS THE METHOD OF AWARD (Group, Item by Item etc.)?

Award of this contract is made to lowest bidder on a group by group basis with a Primary and Secondary basis.

9. IF CITYWIDE, WHAT ARE THE MOST FREQUENT USER DEPARTMENTS?

Resilience and Public Works

10. NAME OF AWARDEE(S):

H&R Paving, Inc.

11. IS THE AWARDEE THE INCUMBENT?

Yes

12. WHEN DOES THE CURRENT CONTRACT EXPIRE?

AUGUST 13, 2020; Contract on extensions

13. IS THE PRICING HIGHER, LOWER OR THE SAME AS THE CURRENT CONTRACT? DESCRIBE PRICE DIFFERENTIAL.

Approximately the same; federally funded projects are new to the contract - hence pricing.

14. WHAT WAS THE PREVIOUS SPEND ON THE CURRENT CONTRACT?

$3,765,440.94

15. HOW MANY BIDDERS/PROPOSERS? IF ONLY ONE BIDDER/PROPOSER, WHAT WERE THE RESULTS OF THE SURVEY?

Three (3) Bidders submitted bids.

16. OTHER INFORMATION (Did Local Preference affect the award; was any firm deemed non-responsive; if yes which one(s) and why; was there a BAFO, and any other pertinent information):

There were three (3) Bidders that submitted bids, two (2) were deemed non-responsive, one for not meeting the five (5) year minimum requirement, and the other for not submitting all the documentation stated in the minimum requirements.

*$200,181.50 annually for Group 1 - Non-Federally Funded Projects and $200,186.48 annually for Group 2 - Federally Funded Projects (approximately $1,401,270.50 for Group 1 and $1,401,305.36 for Group 2 for all seven (7) years.

AGENDA ITEM SUMMARY FORM

FILE ID: _____

Date: 10/26/2020 **Requesting Department:** RPW

Commission Meeting Date: 3/11/2021 **District Impacted:** ALL

Type: ☑ Resolution ☐ Ordinance ☐ Emergency Ordinance ☐ Discussion Item ☐ Other_____

Subject: Invitation for Bid ('IFB") No. 1115382 - Pavement Resurfacing Services

Purpose of Item:

The nature of this item is to authorize a resolution of the Miami City Commission, accepting the bid received on October 9, 2020 pursuant to IFB 1115382 from the lowest responsive and responsible bidder, H&R Paving, Inc. ("H&R Paving") for the provision of pavement resurfacing services, on and as-needed basis, for the Department of Resilience and Public Works (“Public Works”), on an as needed basis, for an initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods, allocating funds from Public Works' Account No. 40-B73102E and other funding sources, subject to the availability of funds and budget approval at the time of need; authorizing the City Manager to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Background Information:

On September 11, 2020, the Department of Procurement (“Procurement”), on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, on an as-needed basis, under full and open competition to obtain the services of an experienced and qualified Bidder for the purpose of providing pavement resurfacing and roadway repair services. On October 9, 2020, three (3) bids were received. Two (2) vendors were deemed non-responsive, Procurement is recommending award to H&R Paving, which met all requirements, per the bid specifications, and is the apparent and responsive and responsible bidder. The estimated contract amount is approximately $200,176.35 annually for Group 1 - Non-Federally Funded Projects; and $200,181.33 annually for Group 2 - Federally Funded Projects (approximately $1,401,234.45 for Group 1 and $1,401,269.31 for Group 2 for all seven (7) years.

Budget Impact Analysis

Does the proposed purchase, legislation, project, or agreement involve a matter for which the Department/Office is requesting payments to occur beyond one (1) year? Please check one: Yes☐ No ☑ If yes, please describe in writing below the lease, debt, loan, or other financial obligation structure being requested in order to fund/finance your proposed purchase, legislation, project, or agreement:_____

☐ **Yes** ☑ **No** **Is this item related to revenue?**
☑ **Yes** ☐ **No** **Is this item an expenditure? If so, please identify funding source below.**

General Account No.: 40-B73102E
Special Revenue Account No.:
OCI Project No.:

☐ **Yes** ☑ **No** **Is this Item funded by bonds?**

Start Up Capital Cost:
Maintenance Cost:
Total Fiscal Impact: $200,176.35 annually Group 1; $200,181.33 annually Group 2; See background notes.

Does the item require approval from the following departments?

☐ **Grants**
☐ **Procurement**
☐ **Risk**

Final Approvals
(SIGN AND DATE)

Dept. Director_____

**all other approvals will be done through Accela*

..Title

A RESOLUTION OF THE MIAMI CITY COMMISSION, ACCEPTING THE BID RECEIVED ON OCTOBER 9, 2020 PURSUANT TO INVITATION FOR BID (“IFB”) 1115382 FROM THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, H&R PAVING, INC. ("H&R PAVING") FOR THE PROVISION OF PAVEMENT RESURFACING SERVICES, ON AN AS-NEEDED BASIS, FOR THE DEPARTMENT OF RESILIENCE AND PUBLIC WORKS (“RPW”), FOR AN INITIAL CONTRACT TERM OF THREE (3) YEARS, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS, ALLOCATING FUNDS FROM ACCOUNT NO. 40-B73102E AND OTHER FUNDING SOURCES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGET APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALLOCATIONS, APPROPRIATIONS AND PRIOR BUDGETARY APPROVALS, AND IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("CITY CODE"), INCLUDING, THE CITY OF MIAMI'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS, AS MAY BE DEEMED NECESSARY FOR SAID PURPOSE.

..Body

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

WHEREAS, RPW has a continued need for pavement resurfacing and roadway repair services, on an as needed basis.; and

WHEREAS, on September 11, 2020, the Department of Procurement (“Procurement”) on behalf of RPW, issued IFB No. 1185386, for the provision of pavement resurfacing and roadway repair services, on an as-needed basis. As required by the Procurement Code, the IFB was advertised and issued on-line.

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

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

Section 2. The bid received October 9, 2020 pursuant to IFB 1115382 from, the lowest responsive and responsible Bidder, H&R Paving, for the provision of pavement resurfacing and roadway repair services on an as-needed basis for an initial contract term of three (3) years, with the option to renew for two (2) additional two (2) year periods. allocating funds from RPW’s’ Account No. 0001.208000.534000.0000.00000 and other funding sources, subject to the availability of funds and budget approval at the time of need, is accepted.

Section 3. he City Manager{1} is authorized to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the City Code, as amended, including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

APPROVED AS TO FORM AND CORRECTNESS:

_____
VICTORIA MÉNDEZ
CITY ATTORNEY

..Footnotes

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

{2} This Resolution shall become effective as specified herein unless vetoed by the Mayor within ten (10) days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission or upon the effective date stated herein, whichever is later.

CITY OF OPA-LOCKA AGREEMENT FOR MILLING AND RESURFACING SERVICES

(Piggyback City of Miami Invitation for Bid (IFB) 1115382 for Pavement Resurfacing Services)

This Agreement is made this ____ day of _____, 2022, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the **"City"),** and H&R Paving, Inc. whose address is 1955 N.W. 110 Avenue, Miami, FL 33172 (the **"Contractor").**

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide milling & resurfacing services to the City (Milling & Resurfacing – Phase VI) (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between City of Miami and the Contractor, as set forth in the City of Miami Invitation for Bid for Pavement Resurfacing Services ("the IFB"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through March 21, 2024, unless terminated earlier by its terms. The City shall have the option to renew for two (2) additional one-year terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with milling and resurfacing services in accordance with the City's requirements as set forth herein and the Standard Contract between City of Miami and the Contractor dated on or about March 11, 2021 (the "City of Miami Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the City of Miami Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Adelina Gross as Capital Improvements Program Manager, shall be the City Representative and may be reached at (305)953-2868 Ext. 3001.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the City of Miami with regard to any and all provisions of the City of Miami Agreement, the IFB, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein,made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the

requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Darvin Williams, Interim City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy lo: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Raul Gonzalez
1955 N. W. 110 AVE
Miami, FL 33172

Section 5. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

By:_____ Date:_____
Darvin Williams, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCYFOR THE USE
OF AND RELIANCE
BY THE CITY OF OPA-LOCKA ONLY:

By:_____
City Attorney
Burnadette Norris-Weeks, P.A.

By:_____
Joanna Flores, City Clerk

CONTRACTOR:
H&R Paving, Inc.

By: _____ Witness:_____

_____ _____
PRINT NAME

Date:_____

_____
TITLE

Date:_____

EXHIBIT “A”

Sponsored by: Interim City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING (CITY OF MIAMI IFB #1115382(28)), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC FOR PAVEMENT RESURFACING, THROUGHOUT THE CITY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-TWO THOUSAND FOUR HUNDRED EIGHTY DOLLARS ($262,480.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") initiated the Sidewalk Installation Project ("Project") to install new sidewalks in all areas within the City lacking sidewalks. Staff has divided the Project into phases based on priority needs in order to spread out the fiscal impact over time; and

WHEREAS, Staff has developed a scope for Phase IV of the Project; and

WHEREAS, the City of Miami previously awarded a contract to H&R Paving Inc. for pavement resurfacing services (attached as Exhibit "A"), pursuant to its Invitation for Bid (IFB) No. 1115382(28), for a three year period commencing March 22, 2021 through March 21, 2024; and

WHEREAS, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) the City may purchase and acquire under contracts with the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs and when the City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City received a proposal from H&R Paving, Inc., attached hereto as Exhibit "B", for Two Hundred Sixty-Two Thousand, Four Hundred Eighty Dollars ($262,480.00) for pavement resurfacing services, within the City, as provided herein; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the City of Miami contract with H&R Paving Inc., attached hereto as Exhibit "A", in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit "C", for pavement resurfacing services, throughout the City, as provided herein, in an amount not to exceed Two Hundred Sixty-Two Thousand,

Four Hundred Eighty Dollars ($262,480.00).

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

Section 1. RECITALS ADOPTED.
The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION
The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback on the City of Miami contract (IFB #1115382(28)) with H&R Paving Inc. for qualified professional services for pavement resurfacing services and enter into an Agreement with H&R Paving, Inc., attached hereto as Exhibit "C", for pavement resurfacing services, throughout the City of Opa-Locka, in an amount not to exceed Two Hundred Sixty-Two Thousand, Four Hundred Eighty Dollars ($262,480.00).

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.
This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Director Signature:**			
Interim City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*12/14/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organizational** ■ **Bus. & Economic Dev** □ **Public Safety** ■ **Quality of Education** □ **Qual. of Life & City Image** ■ **Communication** □				
Sponsor Name	City Manager		**Department:** Capital Improvements Program		City Manager		

Short Title:

Sidewalk Installation Phase IV

Staff Summary:

The City initiated the Sidewalk Installation Project to install new sidewalks in the City in areas lacking sidewalk. Staff has divided the project into phases based on prioritized needs to spread out the fiscal impact over time. Staff has developed a scope for Phase IV and received a proposal for this scope for $262,480.00.

Staff recommends continuing this project as it will enhance the City's image as well as improving walkability and address pedestrian safety.

Therefore, Staff is requesting approval from the City Commission to authorize the City Manager to piggyback City of Miami IFB 1115382 for PAVEMENT RESURFACING SERVICES and accept the proposal from H&R Paving, Inc. for completion of Phase IV.

Financial Impact

Account	Description	Available	Project	Remaining Balance
44-541835	Sidewalks	$308,278	$262,480	$45,798

Proposed Action:

Staff recommends approval of this item to enhance City walkability and to address pedestrian safety issues.

Attachment:

1. Agenda
2. Proposal provided by H&R Paving, Inc.
3. Street Map
4. City of Miami NTP Letter and BID form Package in response to the IFB 1115382
5. Opa-locka Piggyback Contract.

1955 NW 110 Ave., Miami, FL 33172
Telephone: (305) 261-3005
Fax: (305) 592-6079

H&R PAVING INC.

LICENSED AND INSURED

PROPOSAL

QUOTE NO.	
DATE:	11-3-22

City of Miami Contract #: 1115382

TO	CITY OF OPA LOCKA 780 Fisherman St OPA-LOCKA, FL 33054
CONTACT	Carlos Gonzalez

TO	New Sidewalk Construction Phase 4
CONTACT	FAX:

We hereby propose to furnish all labor, material, equipment and insurance, **SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS PROPOSAL, AS FOLLOWS:**

Item #	Description	Quantity	Unit	Unit Price	Contract Amount
4	Mobilization, Sidewalks / Curbing	1.00	LS	$ 1,500.00	$ 1,500.00
11	Barricades Cones / Drums	2,000.00	ED	$ 0.50	$ 1,000.00
14	Work Zones Signage	100.00	ED	$ 100.00	$ 10,000.00
25	Excavation	800.00	CY	$ 30.00	$ 24,000.00
39	Utility Adjustment, Manhole	5.00	EA	$ 500.00	$ 2,500.00
40	Utility Adjustment, Valve Box	5.00	EA	$ 300.00	$ 1,500.00
52	6" Thick Concrete Sidewalk	14,700.00	SF	$ 6.60	$ 97,020.00
53	4" Thick Concrete Sidewalk	28,400.00	SF	$ 4.40	$ 124,960.00
				Total	**$ 262,480.00**

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum shown above, with payment to be made as follows:

NOTE: Cost of permits to be billed additionally. Subgrade preparation if required under equipment rental basis. This proposal subject to acceptance within 30 days and is void thereafter at the option of **H & R PAVING, Inc.** (READ RESERVE SIDE)

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.1/3 upon acceptance, when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal rate of interest allowable under the laws of the state of Florida.

ACCEPTED: _____ Signature: _____

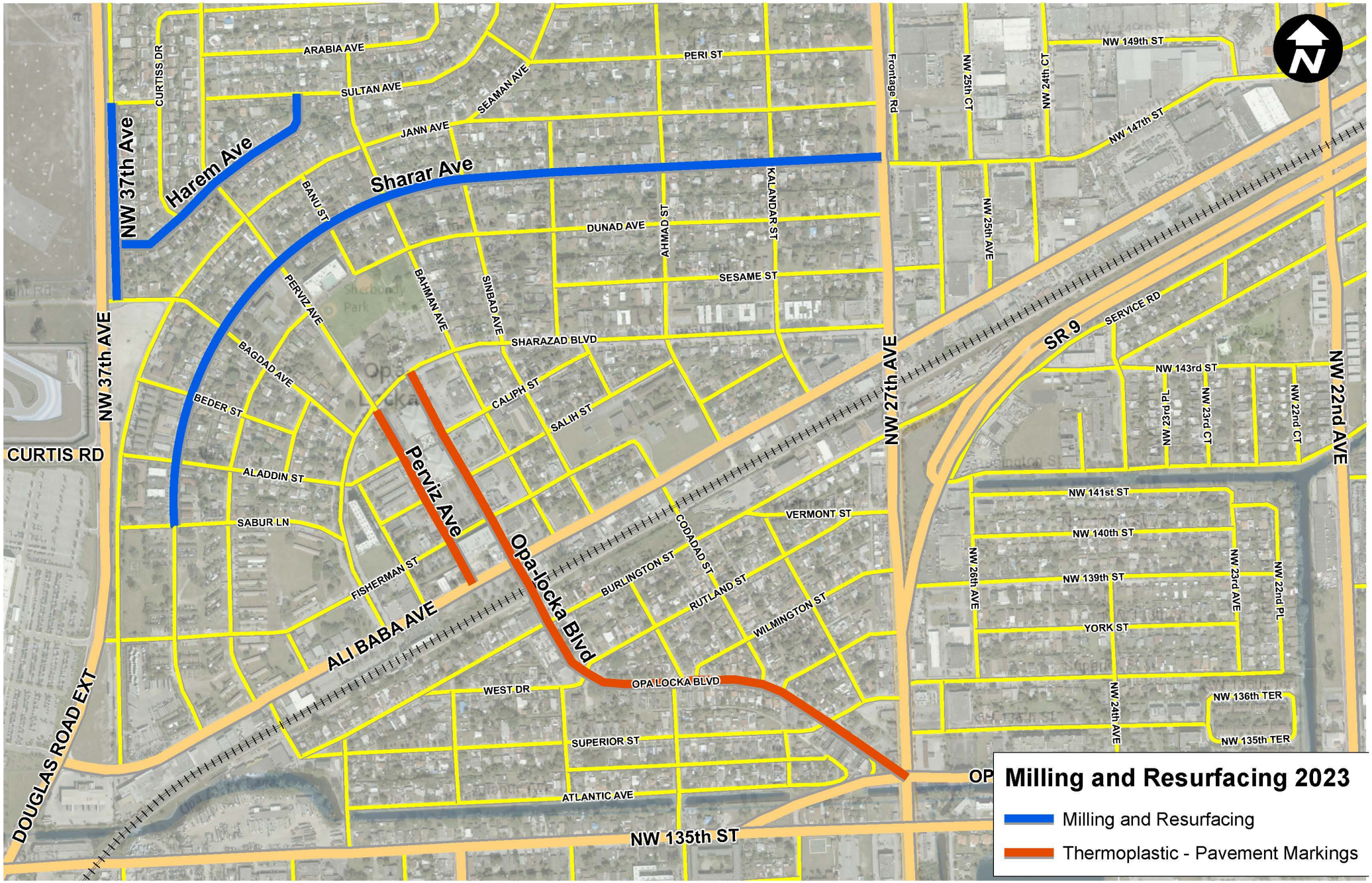
Date: _____ Signature: _____

Sidewalk Construction - Phase 4 2023

New Sidewalk

Milling & Resurfacing / Pavement Markings

PHASE 6 - 2023



City of Miami

Invitation for Bid (IFB)

Procurement Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: www.miamigov.com/procurement

IFBNumber:	**1115382**
Title:	**Invitation for Bid for Pavement Resurfacing Services**
Issue Date/Time:	**11-SEP-2020**
IFBClosing Date/Time:	**09-OCT-2020 @ 15:00:00**
Pre-Bid/Pre-Proposal Conference:	**Voluntary**
Pre-Bid/Pre-Proposal Date/Time:	**September 18, 2020 at 10:00 AM**
Pre-Bid/Pre-Proposal Location:	**Virtual**
Deadline for Request for Clarification:	**September 24, 2020 at 2:00 PM**
Contracting Officer:	**Gray, Tahlia**
Hard Copy Submittal Location:	**NO HARD COPY SUBMITTALS PERMITTED**
Contracting Officer E-Mail Address:	**tgray@miamigov.com**
Contracting Officer Facsimile:	**305-400-5019**

Certification Statement

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

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

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

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

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

EXCEPTIONS:

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

PROPOSER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ CELL(Optional): _____

SIGNED BY: _____

TITLE: _____ DATE: _____

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

Certifications

Legal Name of Firm:

_____

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

_____

Year Established:

_____

Office Location: City of Miami, Miami-Dade County, or Other

_____

Business Tax Receipt/Occupational License Number:

_____

Business Tax Receipt/Occupational License Issuing Agency:

_____

Business Tax Receipt/Occupational License Expiration Date:

_____

Will Subcontractor(s) be used? (Yes or No)

_____

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 7/1/17). If no addendum/addenda was/were issued, please insert N/A.

_____

If Bidder has a Local Office, as defined under Chapter 18/Article III, Section 18-73 of the City Code, has Bidder filled out, notarized, and included with its bid response the "City of Miami Local Office Certification" form? YES OR NO? (The City of Miami Local Office Certification form is located in the Attachments Section of this solicitation.)

_____

Line: **1**

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

Category: **98852-00**
Unit of Measure: **Each**

Unit Price: $_____ Number of Units: **1** Total: $_____

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Terms and Conditions

1. General Terms and Conditions

1.1. GENERAL TERMS AND CONDITIONS

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

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

1.1. ACCEPTANCE OF GOODS, EQUIPMENT OR SERVICES - Any good(s), equipment or services delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense. In terms of this Solicitation the use of the word "services" includes without limitation professional and personal services as that term professional and personal services is defined by the City of Miami Procurement Ordinance and as set forth in the Definitions Section 18-73 of the City Code.

1.2. ACCEPTANCE OF OFFER -Subject to prior occurrence of all condition's precedent set forth in Section 1.88, The signed or electronic submission of your solicitation response shall be considered an offer on the part of the Proposer; such offer shall be deemed accepted upon the occurrence of all conditions precedent and issuance by the City of a purchase order or notice to proceed, as applicable. In summation, execution of a Professional Services Agreement and/or Agreement, approval by a referendum as stated in this RFP, and issuance by the City of a purchase order, and/or notice to proceed, as applicable.

1.3. ACCEPTANCE/REJECTION -The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Procurement shall notify all affected Proposers and make available a written explanation for the rejection. The City also reserves the right to reject:

1. the response of any Proposer who has previously failed to properly perform under the terms and conditions of a Professional Services Agreement ("PSA") and/or Agreement,

2.Failed to deliver on time contracts of a similar nature,

3. Who is not in a position to perform the requirements defined in this formal solicitation

4. Who has been debarred,

5.Who is on the convicted vendors list,

6.Who is indebted to the City,

7.Who is otherwise determined to be non- responsive or non-responsible.

The City further reserves the right to waive any irregularities, minor informalities, or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

1.4. ADDENDA -It is the Proposer's responsibility to ensure receipt of all Addenda. Addenda are available on the BidSync website.

1.5. ALTERNATE RESPONSES WILL NOT BE CONSIDERED.

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

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

1.8. AUDIT RIGHTS AND RECORDS RETENTION - The Successful Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City. The audit and inspection provisions set forth in Sections 18-100

to 18-102, City Code, are deemed as being incorporated by reference herein as set forth in full.

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

Additionally, any governmental entity outside of the State of Florida but, within the Continental United States of America, may avail itself to this Contract and purchase any and all goods/services, specified herein from the Successful Proposer at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

Each governmental, not-for-profit or quasi-governmental entity which uses this Formal Solicitation and resulting Contract will establish its own Contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Proposer.

1.10. AWARD OF CONTRACT:

A.The PSA and/or Agreement, the Formal Solicitation, the Proposer's response, any addenda issued, and the blanket purchase order shall constitute the entire contract, unless modified in accordance with any ensuing amendment or addenda.

B.The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Proposer is in default of these contractual requirements, the City, through action taken by the Department of Procurement, will void its acceptance of the Proposer's Response and may accept the Response from the next lowest responsive, responsible Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Proposer and its proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Proposer's default.

C.The term of the contract shall be specified in one of three documents which shall be issued to the Successful Proposer. These documents may either be a blanket purchase order, notice of award and/or contract award sheet.

D.The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and awarded. If the right is exercised, the City shall notify the Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days.

Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Proposer are in mutual agreement of such extensions.

E.Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

F.An PSA and/or Agreement shall be awarded to the Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an PSA and/or Agreement with the Proposer, whichever is determined to be in the City's best interests. Such PSA and/or Agreement which will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney. All conditions precedent identified in Section 1.88 before any Agreement is binding.

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

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

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

1.14.BRAND NAMES - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or Proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise

specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

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

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

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

1.18.COLLUSION -Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response for the same items/services or with the City of Miami's Procurement Department or initiating department. The Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred, and the City reserves the right to reject any and all responses where collusion may have occurred.

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

A.Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

B.Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.

C.The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.

D.Environment Protection Agency (EPA), as applicable to this Formal Solicitation.

E.Uniform Commercial Code (Florida Statutes, Chapter 672).

F.Americans with Disabilities Act of 1990, as amended.

G.National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.

H.National Forest Products Association (NFPA), as applicable to this Formal Solicitation.

I.City Procurement Ordinance City Code Section 18, Article III.

J.Conflict of Interest, City Code Section 2-611;61.

K.Cone of Silence, City Code Section 18-74.

L.The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

M.City Financial Policies, City Code Chapter 18, Article IX.

N.City of Miami Charter Sections 3(f) (iii) and 29-B.

O. City of Miami Sale or Lease of Real Property, City Code Chapter 18, Article V.

P.City of Miami Living Wage Ordinance, Chapter 18, Article X, City Code.

Q.Alcoholic beverage, food and beverage laws, approvals and permits as required by state and local laws.

R.Miami -Dade County Shoreline Review Ordinance Chapter 33D, Article III, Miami-Dade County Code.

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

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

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each RFP, RFQ, or RFLI after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the

provision of goods and services and public works or improvements for amounts greater than $200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, or RFLIs between, among others:

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

The provision does not apply to, among other communications:

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

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

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

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

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

1.22. CONFLICT OF INTEREST - Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee (or former employee of the City who left City service within the past two (2) years) who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the

Proposer's firm.

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

B.Proposer who is a person (every officer, official and employee of the city, including every member of any board, commission or agency of the city) as defined in Section 2-611 of the City Code, hereby acknowledges that it has not contracted or transacted any business with the City or any person or agency acting for the City and has not appeared in representation of any third party before any board, commission or agency of the City within the past two years. Proposer further warrants that they are not related, specifically the spouse, son, daughter, parent, brother or sister, to: (i) any member of the commission; (ii) the mayor; (iii) any city employee; or (iv) any member of any board or agency of the City.

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

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

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

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

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

(a)Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual

Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than

three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

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

(1)Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.

(2)Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.

(3)Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.

(4)Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.

(5)Debarment or suspension of the Contractual Party by any federal, state, local, or other governmental (public) agency or entity.

(6)False certification pursuant to paragraph (c) below.

(7)Found in violation of a zoning ordinance for which the violation remains noncompliant.

(8)Found in violation any city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.

(9)Any other cause judged by the City Manager to be so serious and compelling as to affect the

responsibility of the Contractual Party performing city Contracts.

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

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

1.26.DEBARRED/SUSPENDED VENDORS -An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not: 1) submit a response fora contract to provide goods or services to a public entity; 2) Submit a response on a contract with a public entity for the construction or repair of a public building or public work; 3) Submit response on leases of real property to a public entity; 4)award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and 5) transact business with any public entity.

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

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

A.Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.

B.Failure to begin the work under this Contract within the time specified.

C.Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.

D.Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.

E.Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Proposer incapable of performing the work in accordance with and as required by the Contract.

F. Failure to comply with any of the terms of the Contract in any material respect.

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

1.28. DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY - Each proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation.

A. Responsive Proposal is one which follows the requirements of the Formal Solicitation, includes all

documentation, is submitted in the format outlined in the Formal Solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive.

B. Determination of Responsibility. A Responsible Proposer shall mean a Proposer who has submitted a proposal and who has the capability, as determined under Section 18-95 of the City Code, in all respects to fully perform the Contract requirements, and the integrity and reliability of which give reasonable assurance of good faith and performance.

1) Proposals will only be considered from any person or firm who are regularly engaged in the business of providing the good(s)/service(s) required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity, and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements.

2) The City may consider any information available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity, in making the award.

3) The City may require the Proposer(s) to provide documentation that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

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

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

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

1) PSA and/or Agreement and/or any Amendments to the PSA and/or Agreement

2)Specifications

3)Special Conditions

4)General Terms and Conditions

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

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

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

1.34. EVALUATION OF RESPONSES

A. Rejection of Responses

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

1)Proposer fails to acknowledge receipt of addenda;

2)Proposer misstates or conceals any material fact in the Response;

3)Response does not conform to the requirements of the Formal Solicitation;

4)Response requires a conditional award that conflicts with the method of award;

5)Response does not include required samples, certificates, licenses as required; and,

6)Response was not executed by the Proposer's authorized agent.

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

B. Elimination from Consideration

1)A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is in default on a bid, payment/ performance, bond they have submitted or as the surety bond or certificate furnished has not performed despite demand they do so or otherwise upon any obligation to the City.

2)A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.

3)A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

C. Determination of Responsibility

1)Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established entity in line with the best industry practices in the industry as determined by the City.

2)The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity in making the award.

3)The City may require the Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

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

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

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

1.38. FLORIDA MINIMUM WAGE AND CITY OF MIAMI LIVING WAGE ORDINANCE -

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

It is the Proposer's and their subcontractor's (if applicable), full responsibility to determine whether any of their employees may be impacted by this Florida Minimum Wage Law, at any given point in time during the term of the Bid Contract. If impacted, Proposer must provide, with its bid, employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of bid submittal constitute Successful Proposer's/Contractor's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of the Bid Contract, and a waiver of any contractual price increase request(s). The City reserves the right to request and the Successful Proposer/Contractor must provide for any, and all information to make a wage and contractual price increase(s) determination.

B. City of Miami Living Wage Ordinance. The City of Miami adopted a Living Wage Ordinance for City Service Contracts with a total contract value exceeding $100,000 annually, and that have been competitively solicited and awarded on, or after January 1, 2017 by the City.

"Service Contract" means a contract to provide services to the City, excluding, however, professional services as defined by the "Consultants Competitive Negotiation Act" set forth in F.S. § 287.055, and Section 18-87 of the City Code, and/or the other exclusions provided by Section 18-557 of the City Code. Section 18-557 is attached as Attachment A. Please see provisions in Attachment A.

If a solicitation requires services, effective on January 1, 2017, Contractors must pay to all its employees, who provide services, a living wage of no less than $15.00 per hour without health benefits; or a wage of no less than $13.19 an hour, with health benefits.

This language is only a summary of the key provisions of the City of Miami Living Wage Ordinance. Please review Attachment A, attached hereto, for a complete and thorough description of the City of Miami Living Wage Ordinance.

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

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

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

A.Use of information only for performing services required by the contract or as required by law;

B.Use of appropriate safeguards to prevent non-permitted disclosures;

C.Reporting to the City of Miami of any non-permitted use or disclosure;

D.Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;

E.Making Protected Health Information (PHI) available to the customer;

F.Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

G.Making PHI available to the City of Miami for an accounting of disclosures; and

H.Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

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

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

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

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

The Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the City participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the City in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement.

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

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

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

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

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

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

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

1.48. LOCAL PREFERENCE

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

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

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

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

1.51. MOST FAVORED NATIONS - Successful Proposer shall not treat the City of Miami ("City") worse than any other similarly-situated local government and, in this regard, grants the City a "most favored nations clause" meaning the City will be entitled to receive and be governed by the most favorable terms and conditions that Successful Bidder/Proposer grants now or in the future to a similarly situated local government.

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

1.53. NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other

appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes.

Items delivered not conforming to specifications may be rejected and returned at Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in Proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

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

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

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

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

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

1.56. NOTICE REGARDING "CURES" - Proposals submitted with irregularities, deficiencies, and/or technicalities that deviate from the minimum qualifications and submission requirements of Request for Qualifications (RFQ), Request for Proposals (RFP), invitation to bid (ITB), invitation for bids (IFB), invitation to quote (ITQ), Requests for Letters of Interest (RFLI) and Request for Sponsorships (RFS) shall result in a non-responsive determination. any solicitation issued after May 6, 2019, shall comply with APM 2-19. APM 2-19 is attached hereto. only minor irregularities, deficiencies, and technicalities may be allowed to be timely cured by the proposer at the sole discretion of the city. material irregularities, deficiencies, and technicalities cannot be cured by

the proposer, and are not waivable by the city.

PROPOSALS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS RFP/Q SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. The City will not give consideration to the curing of any Proposals that fail to meet the minimum qualifications and submission requirements of this RFP/Q. Proposer understands that non-responsive Proposals will not be evaluated and, therefore, will be eliminated from the Evaluation/Selection Process

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

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

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

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

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

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

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

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

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

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

E.All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

F.Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Proposer's response may be included as part of the contract, at the City's discretion.

G.The City of Miami's Response Forms shall be used at all times. Use of any other forms will result in the rejection of the response. **RESPONSES WILL BE SUBMITTED AS FOLLOWS: ONEORIGINAL HARDCOPY AND SEVEN (7) COPIES INELECTRONIC FORMAT (FLASH DRIVE). NO ON-LINE SUBMITTALS WILL BE ACCEPTED. ANY REQUIRED ATTACHMENTS PROVIDED BY THE CITY MUST BE RETURNED TO THE CITY OR YOUR RESPONSE SHALL BE DEEMED NON-RESPONSIVE.**

1.63.PRICE ADJUSTMENTS - Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

1.64. PRODUCT SUBSTITUTES - In the event a particular good (that has been awarded and approved) becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.65. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS - Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

1.66. PROMPT PAYMENT -Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful Proposers during the term of the contract.

1.67. PROPERTY - Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the

Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.68. PROVISIONS BINDING - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.69. PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime may not:

A. Submit a Bid to provide any goods or services to a public entity.

B. Submit a Bid on a contract with a public entity for the construction or repair of a public building or public work.

C. Submit responses on leases of real property to a public entity.

D. Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

E. Transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.70. PUBLIC RECORDS - Proposer understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City Code, Section 18, Article III, and agrees to allow access by the City and the public, to all documents subject to disclosure under applicable law. Successful Proposer shall additionally comply with the provisions of Section 119.0701, Florida Statutes, titled "Contracts; public records".

Proposer shall additionally comply with Section 119.0701, Florida Statutes, including without limitation:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service.

B. Provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements.

E. All electronically stored public records must be provided to the City in a format compatible with the City's information technology systems. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIVISION OF PUBLIC RECORDS AT (305) 416-1800, VIA EMAIL AT PUBLICRECORDS@MIAMIGOV.COM, OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FL, MIAMI, FL 33130. THE CONSULTANT MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI DEPARTMENT WHO IS ADMINISTERING THIS CONTRACT.**

1.71. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.72. QUALITY OF WORK/SERVICES - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.73. REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.74. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

A. Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the City Attorney, shall have the authority to resolve disputes between the Proposer and the City which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than $25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to disputes based upon breach of Contract, mistake, misrepresentation, or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

B. Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission, or the City Manager, which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this Section.

1.75. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (SECTION 18-104):

Right to protest.

The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed $25,000.00. Protests thereon shall be governed by the administrative policies and procedures of purchasing.

(1) Protest of solicitation.

a. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the request for proposals, request for qualifications or request for letters of interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or

b. Any prospective bidder who intends to contest bid specifications or a bid solicitation may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the bid solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer.

(2) Protest of award.

a. Any actual proposer who perceives itself aggrieved in connection with the recommended award of contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the proposer of the notice of the city manager's recommendation for award of contract. The receipt by proposer of such notice shall be confirmed by the city by

facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or

b. Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the bidder of the notice of the city's determination of non-responsiveness or non-responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer.

c. A written protest based on any of the foregoing must be submitted to the chief procurement officer within five days after the date the notice of protest was filed. A written protest is considered filed when received by the chief procurement officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the chief procurement officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

Authority to resolve protests; hearing officer(s).

Hearing officers appointed by the city shall have authority to resolve protests filed under this chapter of the City Code. The city manager shall appoint a hearing officer, from a separate list of potential hearing officers pre-approved by the city commission, to resolve protests filed in accordance with this section, no later than five working days following the filing of a bid protest. The hearing officer shall have the authority to settle and resolve any written protest. The hearing officer shall submit said decision to the protesting party and to the other persons specified within ten days after he/she holds a hearing under the protest.

(1) Hearing officer. The hearing officer may be a special master as defined in chapter 2, article X, section 2-811 of the City Code, or a lawyer in good standing with the Florida Bar for a minimum of ten years with a preference given to a lawyer who has served as an appellate or trial court judge. The hearing officer may be appointed from alternative sources (e.g. expert consulting agreements, piggyback contracts, etc.) where the city commission adopts a recommendation of the city attorney that such action is necessary to achieve fairness in the proceedings. The engagement of hearing officers is excluded from the procurement ordinance as legal services. The hearing officers appointed in the pre-qualified group should be scheduled to hear protests on a rotational basis.

(2) Right of protest. Any actual bidder or proposer who has standing under Florida law dissatisfied and aggrieved with the decision of the city regarding the protest of a solicitation or the protest of an award as set forth above in this section may request a protest hearing. Such a written request for a protest hearing must be initiated with a notice of intent to protest followed by an actual protest as provided in subsection 18-104(a). The notice of intent to protest and the actual protest must each be timely received by the chief procurement officer and must comply with all requirements set forth in subsection 18-104(a). Failure to submit the required notice of intent to protest and the actual protest within the specified timeframes will result in an administrative dismissal of the protest.

(3) Hearing date. Within 30 days of receipt of the notice of protest, the chief procurement officer shall schedule a hearing before a hearing officer, at which time the person protesting shall be given the opportunity to demonstrate why the decision of the city relative to the solicitation or the award, which may include a recommendation for award by the city manager to the city commission, as applicable, should be overturned. The party recommended for award, if it is a protest of award, shall have a right to intervene and be heard.

(4) Hearing procedure. The procedure for any such hearing conducted under this article shall be as follows:

a. The city shall cause to be served by certified mail a notice of hearing stating the time, date, and place of the hearing. The notice of hearing shall be sent by certified mail, return receipt requested, to the mailing address of the protester.

b. The party, any intervenor, and the city shall each have the right to be represented by counsel, to call and examine witnesses, to introduce evidence, to examine opposing or rebuttal witnesses on any relevant matter related to the protest even though the matter was not covered in the direct examination, and to impeach any witness regardless of which party first called him/her to testify. The hearing officer may extend the deadline for completion of the protest hearing for good cause shown, but such an extension shall not exceed an additional five business days. The hearing officer shall consider the written protest and supporting documents and evidence appended thereto, supporting documents or evidence from any intervenor, and the decision or recommendation as to the solicitation or award being protested, as applicable. The protesting party, and any intervenor, must file all pertinent documents supporting his/her protest or motion to intervene at least five business days before the hearing, as applicable. The hearing officer shall allow a maximum of two hours for the protest presentation and a maximum of two hours for the city response. When there is an intervenor, a maximum of two hours will be added for the intervenor. In the event of

multiple protests for the same project, the hearing officer shall allocate time as necessary to ensure that the hearing shall not exceed a total of one day.

c. The hearing officer shall consider the evidence presented at the hearing. In any hearing before the hearing officer, irrelevant, immaterial, repetitious, scandalous, or frivolous evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in trial in the courts of Florida. The hearing officer may also require written summaries, proffers, affidavits, and other documents the hearing officer determines to be necessary to conclude the hearing and issue a final order within the time limits set forth by this section.

d. The hearing officer shall determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the decision was arbitrary, capricious, an abuse of discretion, or unsupported by substantial evidence as a whole. Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

e. Within ten days from the date of the hearing, the hearing officer shall complete and submit to the City Manager, the City Attorney, any intervenor, the Chief Procurement Officer, and the person requesting said hearing a final order consisting of his/her findings of fact and conclusions of law as to the denial or granting of the protest, as applicable.

f. The decisions of the hearing officer are final in terms of city decisions relative to the protest.

Any appeal from the decision of the hearing officer shall be in accordance with the Florida Rules of Appellate Procedure.

Compliance with filing requirements.

Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required filing fee as provided in subsection (f), with the chief procurement officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section.

Stay of procurements during protests.

Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the chief procurement officer or the city commission as provided in subsection (b) above, unless the city manager makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

Costs.

All costs accruing from a protest shall be assumed by the protestor.

Filing fee.

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or $5,000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the chief procurement officer and/or the city commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above. (Ord. No. 12271, § 2, 8-22-02; Ord. No. 13629, § 2, 9-8-16).

1.76. SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, Proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

1.77. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Proposer shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.78. SERVICE AND WARRANTY - When specified, the Proposer shall define all warranty, service and replacements that will be provided. Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.79. SILENCE OF SPECIFICATIONS - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services are to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the Proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of proposal.

1.80. SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the RFP, RFQ, or RFLI. **NO EXCEPTIONS.** Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

A.Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions to City Hall:

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO.

BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

B.Facsimile responses will not be considered.

C.Failure to follow these procedures is cause for rejection of proposal.

D.The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened and will not be considered for award.

E. Late responses will be rejected.

F.All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

G.Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

H.If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

1.81. TAXES - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Proposers should be aware of the fact that all materials and supplies which are purchased by the Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Proposer.

1.82. TERMINATION -The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

A.The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

B.The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

C.Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.83. TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services awarded to a Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

1.84. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

1.85. TITLE - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

1.86. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE- All Responses submitted to

the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets."

If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person.

By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging your claim.

1.87. UNAUTHORIZED WORK OR DELIVERY OF GOODS- Neither the qualified Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.88. USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

1.89. VARIATIONS OF SPECIFICATIONS - For purposes of solicitation evaluation, Proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City's specifications.

2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for pavement resurfacing and roadway repair services, as specified herein, from a source(s), fully compliant with the terms, conditions and stipulations of the Solicitation

2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted via the BidSync Electronic Bidding System (BidSync), with a copy filed with the Office of the City Clerk via email at Clerks@miamigov.com, pursuant to Section 1.20. Cone of Silence. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than September 24, 2020 at 2:00 PM. All responses to questions will be sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

2.3. SUBMISSION AND RECEIPT OF RESPONSE

Electronic Bid submittals to this IFB shall be submitted through the BidSync Electronic Bidding System ("BidSync") until the date and time as indicated in the Solicitation. The responsibility for submitting a Bid on/or before the stated closing time and date is solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by technical difficulties or caused by any other occurrence. Electronic Bid submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as individual files and labeled. Any Bids received and time stamped through BidSync, prior to the Bid submittal deadline, shall be accepted as a timely submittal and anything thereafter will be rejected. Additionally, BidSync will not allow for the electronic Bid submittal after the closing date and time has lapsed. Bids will be opened promptly at the time and date specified.

All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith, shall be borne by the Bidder(s). Accordingly, Bidder(s):

1. Must register, free of charge, with BidSync Electronic Bidding System ("BidSync") to establish an account in order to have access to view and/or respond to any solicitations issued by the City of Miami's Procurement Department ("City").
2. Shall submit all Bids electronically. Hard copy Bid submittals will not be accepted. **NO EXCEPTIONS.**
3. Must submit the Certification Statement and associated solicitation documents which define requirements of items and/or services to be purchased and must be completed and submitted as outlined within the solicitation via BidSync. The use of any other forms and/or the modification of City forms will result in the rejection of the Bidder's Bid submittal.
4. Shall ensure that the Certification Statement is fully completed and provided with your Bid. Failure to comply with these requirements may cause the Bid to be rejected.
5. Must ensure that an n authorized agent of the Bidder's firm signs the Certification Statement and submits it electronically. **FAILURE TO SIGN THE CERTIFICATION STATEMENT SHALL DEEM THE BID NON-RESPONSIVE.**

6. May be considered non-responsive if Bids do not conform to the terms and conditions of this solicitation.

This clause supersedes General Terms and Conditions Section 1.62, Preparation of Bids (Hardcopy) and 1.80, Submission and Receipt of Bids, in their entirety.

2.4. PRE-BID CONFERENCE

A Virtual Voluntary pre-bid conference will be held on September 18, 2020 at 10:00 AM, via **this link or via phone (786) 530-7005; Conference ID: 685822220#**. A discussion of the requirements of the Solicitation will occur at that time.

All questions and answers affecting the scope of work/specifications of the IFB will be included in an addendum, that will be distributed through BidSync, following the Pre-Bid Conference to all the attendees. Because the City considers the Pre-Bid Conference to be critical to understanding the Solicitation requirements, attendance is highly recommended.

It is the Bidder's responsibility, prior to submitting a bid, to acquaint himself/herself thoroughly, regarding any and all conditions and/or requirements that may in any manner affect the work to be performed. No allowances will be made because of lack of knowledge of these conditions.

2.5. BIDDERS MINIMUM REQUIREMENTS

Bids will be considered only from firms that are regularly engaged in the business of providing the services as described in this bid; and that have adequate financial support, equipment and personnel to ensure that they can satisfactorily provide the goods and/or services if awarded a contract under the terms and conditions herein stated. The minimum qualifications for this bid are that the Successful Bidder shall, as of Bid Due Date:

1. Not have any member, officer, or stockholder that is in arrears or is in default of any debt or contract involving the City, is a defaulter surety otherwise, upon any obligation to the City, and/or has failed to perform faithfully on any previous contract with the City.

2. Have no record of pending lawsuit or criminal activities, and have never been declared bankrupt within the last three (3) years.

3. Have adequate financial support, equipment, and organization to ensure that they can satisfactorily provide the goods and/or services if awarded a Contract under the terms and conditions herein stated.

4. Have a current certified license as a General Contractor from the State of Florida Construction Industry License Board for the class of work to be performed, **OR** the appropriate Certificate of Competency or the State Contractor's

Certificate of Registration as issued by Broward or Miami-Dade County Code, which authorizes the Successful Bidder to perform the proposed work. License/Certifications shall be provided with the bid response.

5. Have a satisfactory record of performance for at least three (3) years.

6. Be registered as an entity with the Florida State Department, Division of Corporations, for a minimum of the last three (3) consecutive years, authorizing said entity to do business within the State of Florida.

***NOTE: Holder of all licenses must be an employee of the Successful Bidder. Licenses and certifications shall be provided in the bid response.**

If any or all work required in conjunction with this bid is performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's proposal.

2.6. METHOD OF AWARD

This Solicitation is divided into two (2) Groups: Group 1 - Federally Funded Projects; and Group 2 - Non-Federally Funded Projects. Bidders can bid on one Group or both Groups, using the applicable Bid Price Sheet(s).

Award of this contract will be made to the lowest responsible and responsive bidder(s), who bid on all items in the aggregate, meeting Specifications. The City shall select up to three (3) vendor(s), with the lowest deemed the "primary vendor" and the next lowest the "secondary vendor", and so on, in the order of lowest prices provided to the City. Should the "primary vendor" not be able to provide the item at the time needed, the City has the option to select the next lowest "secondary vendor" to fulfill the order and so forth.

2.7. TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for three (3) years with the option to renew for two (2) additional two (2) year periods, subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.8. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

(1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.

(2) Availability of funds.

2.9. ESCALATION CLAUSE

The City acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted only under the following condition.

The Successful Bidder(s) will be allowed to increase/decrease their contractual prices annually to cover future drastic fuel price changes. The market changes will be determined utilizing the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, Miami-Ft. Lauderdale, FL., Gasoline (Unleaded Regular), and Index Base Period between 2017 through 2020. The escalation using the CPI will be determined by the percent change in the level of the CPI between the reference period and a subsequent time period. This will be calculated by first determining the index point change between the two periods and then the percent change. The following example illustrates the computation of percent change:

CPI for current period (2018)	**136.0**
Less CPI for previous period (2017)	**129.9**
Equals index point change	**6.1**
Divided by previous period CPI	**129.9**
Equals	**0.047**
Result multiplied by 100	**0.047 x 100**
Equals percent change	**4.7**

The Procurement Department may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to circumstances beyond the Successful Bidder(s) control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Successful Bidder(s) that continued performance of the contract would result in a substantial loss. Successful Bidder(s) might have to supply documentation to justify any requested percentage increase in cost to the City of Miami.

2.10. SPECIFICATION EXCEPTION

Specifications are based on the most current information available. Bidder shall notify the City of Miami Procurement Department, in writing, no less than ten (10) days prior to solicitation closing date of any change in the manufacturers' specifications which conflict with the specifications. For hard copy bid submittals, bidders must explain any deviation from the specifications in writing as a footnote on the applicable specification page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their submission. For electronic bid submittals, bidders must explain in the Header Section or by an Attachment and, if applicable, enclose a scanned copy of the manufacturer's specifications data detailing the changed item(s) with their submission. Additionally, bidders must indicate any options requiring the addition of other options, as well as those which are included as a part of another option. Failure of bidders to comply with these provisions will result in bidders being held responsible for all costs required to bring the item(s) in compliance with contract specifications.

2.11. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to the Successful Bidder(s)/Proposer(s) of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any project(s) will be awarded to any firm(s).

2.12. INSURANCE REQUIREMENTS

The Successful Bidder(s) shall furnish to City of Miami, c/o Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence	$1,000,000
General Aggregate Limit	$ 2,000,000
Products/Completed Operations	$ 1,000,000
Personal and Advertising Injury	$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

Contingent and Contractual Liability

Premises and Operations Liability

Explosion, Collapse and Underground Hazard

Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit

Any Auto

Including Hired, Borrowed or Non-Owned Autos

Any One Accident	$ 1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

A. Employer's Liability
Limits of Liability
$1,000,000 for bodily injury caused by an accident, each accident.
$1,000,000 for bodily injury caused by disease, each employee
$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella Liability

A. Limits of Liability
Bodily Injury and Property Damage Liability

Each Occurrence	$ 2,000,000
Aggregate	$ 2,000,000

City of Miami listed as an additional insured. Coverage is excess follow form over the general liability and auto policies.

V. Owners and Contractors Protective Liability

Each Occurrence	$1,000,000
Policy Aggregate	$1,000,000

City of Miami listed as the named insured

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

BINDERS ARE UNACCEPTABLE.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the bidder.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the

State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY BID NUMBER AND/OR TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the bidder of their liability and obligation under this section or under any other section of this Agreement.

If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

- Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation For Bid.
- The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Successful Bidder in conjunction with the General and Special Terms and Conditions of the Solicitation.

The Successful Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Bidder. **See Attachment A - Insurance Addendum.**

2.13. BID BOND

All bids must be accompanied by a Bid Bond in the amount of 5% of the total bid submitted, to be in the form of a Cashier's Check or Money Order made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935. The bond, from all unsuccessful bidders, if in the form of a Cashier's Check, will be returned after bid award. Prospective Bidders may either (1) utilize the BidSnyc "Surety 2000" platform to submit bid bonds or (2) mail in their original bid bond to the City. If option #2 is utilized, Bidder shall submit a copy of the bid bond with their electronic bid submission.

2.14. REFERENCES

Each bid must be accompanied by a list of three (3) references, by completing Attachment B - Reference Submittal Form. NO BID WILL BE CONSIDERED WITHOUT THIS LIST. These references must be from contracts within

the last three (3) years and for services as described in this solicitation.

2.15. CURES

Please refer to Attachment C - APM Regarding Cures and **Section 1.56, Notice Regarding "Cures"** of the General Terms and Conditions of this Solicitation.

2.16. TIE BIDS

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid 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 Bids will be followed if none of the tied vendors have 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 action 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' 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 Bid 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 Bid, 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 893 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, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2.17. PROJECT MANAGER

Upon award, Successful Bidder shall report and work directly with the City Engineer assigned, or designee, who shall be designated as the Project Manager(s) for the City.

2.18. SUBCONTRACTOR(S)

Bidder must list any or all subcontractor(s) that may be utilized to assist in the performance of the work specified herein on Attachment D - Subcontractors, if applicable. Any subcontractor(s) listed must meet the same requirements and submit the same information listed under the Bidder's Minimum Qualifications section. All information required shall be included in the solicitation response. If Bidder does not include any subcontractor(s) as part of its bid submittal, it will be construed that bidder will be able to handle the entire workload by itself and will not be allowed to subcontract any of the work unless it request in writing the hiring of subcontractor(s) with the

aforementioned requirements attached to its request within seventy two (72) hours of considering hiring subcontractor(s). The City will grant or deny such request in writing within forty-eight (48) hours of receiving said request.

2.19. CONTINGENCY

Items so entitled on the Bid document shall be the cash allowance sum per contract year, and in the amount indicated. These shall be included in the Bid to provide funds for payment for items of work not foreseen at the time of bidding. Payment from these Bid Items will be made only as directed by the Project Manager, or designee. The Successful Bidder is not obligated to contingency funds and should not expect to receive them unless used for work not foreseen at the time of bidding.

2.20. RESPONSE TIME

A twenty-four (24) hour response time is required. Failure to respond to any assigned project within the specified time will result in the successful vendor paying any and all costs associated with the repairs performed by a secondary vendor.

2.21. COMPLETED WORK

The City shall be notified by the Successful Bidder upon completion of work. The City shall inspect and approve completed work before authorizing payment. Work not satisfactorily completed shall be redone by the Successful Bidder at no additional charge to the City.

2.22. EMERGENCY/DISASTER PERFORMANCE

In the event of a hurricane or other emergency or disaster situation, the Successful Bidder(s) shall provide the City with services defined within the scope of work of this solicitation at the price contained within the Successful Bidder(s)' bid response. Further, the Successful Bidder(s) shall perform for the City on a priority basis during such times of emergency.

2.23. METHOD OF PAYMENT

Payment will be made within forty-five (45) calendar days, in accordance with Florida Statutes Sections 218.73 and 218.74 of the Prompt Payment Act for services rendered the previous month, upon submission of properly certified/approved invoices. All such information shall be provided to the City Project Manager, or designee.

The City will pay the contract price minus any liquidated damages and/or other damages to the Successful Bidder upon completion and acceptance. Damages caused by the Successful Bidder's employees shall be estimated by the City Project Manager, or designee and computed actual costs and repairs shall be deducted from the Successful Bidders total monthly billing.

Each invoice shall include total cost as well as, proof of payment to subcontractors and suppliers with corresponding release of liens forms and affidavits.

2.24. LIQUIDATED DAMAGES

Failure to complete the project in accordance with the specifications and to the satisfaction of the City within the time stated, shall result in liquidated damages being assessed. The Successful Bidder shall be subject to an assessment of liquidated damages in the amount of $100.00 for each and every calendar day the work remains incomplete (not to exceed the total amount of the contract), as compensation due to the City for loss of use and for additional costs incurred by the City due to such incompletion of the work. The City shall have the right to deduct said liquidated damages from any amount due or that may become due to the Successful Bidder under this agreement or to invoice the Successful Bidder for such damages if the costs incurred exceed the amount due to the Successful Bidder.

2.25. CONTRACTOR TO BE REPRESENTED

The Successful Bidder, at all times, must either be personally present at the worksite or be represented at the worksite by a responsible agent or agents designated by the Successful Bidder in written notice to the City prior to the beginning of work. Such notification shall include pertinent data such as addresses, phone numbers, etc., where said agent or agents may be contacted at any time of the day or night. The agent or agents shall be clothed with full authority to act for the Successful Bidder in all cases, and to carry out any instructions relative to the work may be given by the City.

2.26. USE OF PREMISES

The Successful Bidder shall confine their equipment, apparatus, the storage of materials, and the operation of their workmen to the limits indicated by law, ordinances, permits, or direction of the Project Manager, or designee, and shall not unreasonably encumber the premises with his/her materials. The Successful Bidder shall take all measures necessary to protect their own materials.

2.27. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The Successful Bidder shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Successful Bidder, at their expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done.)

2.28. PUBLIC CONVENIENCE AND SAFETY

The Successful Bidder shall conduct their work so as to interfere as little as possible with private business or public travel. The Successful Bidder shall, at their own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and the Successful Bidder shall be liable for all damages occasioned in any way by their actions or neglect or that of their agents or employees.

The Successful Bidder shall meet the following noise abatement performance standards for all construction equipment. The operation or permitting the operation of any tool or equipment is prohibited:

1. Between the hours of 6:00 PM and 8:00 AM the following day on weekdays, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across and at a residential district boundary or within a noise sensitive zone, except for emergency work of public service utilities or by special permission issued pursuant to subsection (c) of City of Miami Ordinance Section 36-6, Construction Equipment.
2. At any other time, such that the sound level at or across a real property boundary exceeds a reading of 0.79 weighted average dBA for the daily period of operation. Such sound levels shall be measured with a sound level meter manufactured according to standards prescribed by the American National Standards Institute.

2.29. SAFETY MEASURES

Successful Bidder shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by their operation and work in progress must be posted.

All employees of Successful Bidder shall be expected to wear safety eyewear, appropriate clothing, and hearing protection when and wherever applicable. The Successful Bidder shall use only equipment that is fully operational and in safe operating order. Successful Bidder shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

2.30. ENVIRONMENTAL REGULATIONS

The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder non-responsible if the history of violations warrant such determination in the opinion of the City.

2.31. ADDITIONS/DELETIONS OF SERVICES/ITEMS/SUPPLIERS

Although this Solicitation identifies specific services/items to be serviced, it is hereby agreed and understood that any service/item/supplier may be added/deleted to/from this contract at the option of the City. When an addition to the contract is required, the Successful Bidder(s) under this contract shall be invited to submit price quotes for these new services/items. If these quotes are comparable with market prices offered for similar services/items, they shall be added to the contract whichever is in the best interest of the City and an amendment and a separate purchase order shall be issued by the City. If these quotes are not comparable with market prices offered, they shall be quoted by additional suppliers and an amendment and separate purchase order shall be issued by the City.

2.32. ADDITIONAL CONTRACTOR(S) OR SUBCONTRACTOR(S)

There are no implied or express guarantee that all Successful Bidders under this contract will receive work assignments during any given catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency. However, the City reserves the right to assign work to multiple Successful Bidders at any given point in time, add Contractor(s) who were not part of the initial award to the contract or direct Successful Bidder(s) to hire Subcontractor(s), which may or may not be part of this bid contract, to expedite the clean-up efforts of debris to restore normalcy and order to the lives of City residents, businesses, and general public in an expeditious manner.

2.33. FAILURE TO PERFORM

Should it not be possible to reach the Successful Bidder or supervisor and/or should remedial action not be taken within forty-eight (48) hours of any failure to perform according to specifications, the City reserves the right to declare the Successful Bidder in default of the contract or make appropriate reductions in the contract payment.

2.34. TERMINATION

A. FOR DEFAULT

If Successful Bidder defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Successful Bidder shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Bidder was not in default or (2) the Successful Bidder's failure to perform is without their or their Subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interest of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Successful Bidder will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.35. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Bidder's authorized signature affixed to the Bidder's/Proposer's acknowledgment form attests to this.

2.36. FEDERALLY FUNDED PROJECTS

2.36.a) INTRODUCTION

This section applies to all projects funded with federal dollars. Section 2.1 also applies to this Group. Bidders must use the applicable Federal Funded Bid Price Sheet (Attachment H) for this bid when pricing for Group 1.

2.36.b) LOCAL PREFERENCE

Local Preference does not apply to responses on the Federally Funded Bid Price Sheet for this IFB.

2.36.c) DAVIS-BACON ACT

Federally assisted construction contracts must adhere to Davis-Bacon Act wages and benefits rate schedules. Each Bidder shall use the Federal Wages reflected in Wage General Decision Number - FL20200178, in developing its bid for this project. The selected bidder/contractor shall be required to provide certified payroll records documenting the work performed on this project. **See Attachment E - Davis Bacon - General Decision Number for Wage Rates.**

Wage General Decision Number- FL20200178 can be found in the Attachment Section under Attachment E.

2.36.d) COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

1. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. A breach of the contract clauses above may be grounds for termination of the contact, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.36.e) COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS ACT

1. Overtime Requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half time the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in case of the work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages: The City of Miami shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as

provided in the clause set forth in paragraph (2) of this section.

4. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontract. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraph (1) through (4) of this section.

2.36.f) PARTS AT PASS-THROUGH COST (FOR REPAIRS OUTSIDE THE SCOPE OF WORK)

All cost for parts required for repair jobs and not otherwise included in the scope of work shall be billed at the Contractor's actual cost, and will be passed on to the City without markup or any additional fees. The Contractor shall submit purchase receipt of parts along with the labor invoice for payment.

The Contractor shall be responsible for sourcing all parts necessary to complete the work requirements of each job specification. Replacement parts furnished must be of the same manufacturer or an equal product. All equipment and materials shall be commercial quality and grade, and be from a regular product line. Prototype, obsolete, and residential quality/grade equipment/materials shall not be specified or installed in the facilities.

2.36.g) EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.36.h) CLEAN AIR ACT

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.36.i) FEDERAL WATER POLLUTION CONTROL ACT

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C.1251 et seq.

2. The Contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.36.j) NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligation or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

2.36.k) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

2.36.l) BYRD ANTI-LOBBYING AMENDMENT, 31.U.S.C. § 1352 (AS AMENDED)

Bidders who bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer, or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Please refer to Attachment F - Certification Regarding Lobbying. **It is MANDATORY for the Bidder to return this form signed along with their bid reponse.**

2.36.m) PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired;

a. Competitively within a timeframe providing for compliance with the contract performance schedule;
b. Meeting contract performance requirements; or
c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

2.36.n) DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

2.36.o) COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund this contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.36.p) ACCESS TO RECORDS

1. The Contractor agrees to provide the City of Miami, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

2.36.q) SUSPENSION AND DEBARMENT (IN ADDITION TO GENERAL TERM AND CONDITIONS, SECTION 1.25)

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined in 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters too.

(3) This certification is a material representation of fact relied upon by the City of Miami. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City of Miami, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.37. NON-FEDERALLY FUNDED PROJECTS

2.37.a) INTRODUCTION

This section applies to all projects that are non-federally funded. Section 2.1 also applies to this Group. Bidders must use the applicable Bid Price Sheet (Attachment H) for this bid when pricing for Group 2.

2.37.b) LIVING WAGE ORDINANCE

The City of Miami Living Wage Ordinance is applicable to this service contract. Please refer to Section 1.38 of the General Terms and Conditions for further information and guidance on how to comply with this ordinance.

2.37.c) PERFORMANCE BOND

Within ten (10) working days following notice of award by the City, the Successful Bidder shall furnish to the City of Miami, a Performance Bond in the total amount of the Cost to the City for the period of the contract (to be determined at the time of award). The Performance Bond can be in the form of a Cashier's Check, made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of Miami. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

2.37.d) LOCAL PREFERENCE

Attachment G - Local Office Preference applies to Group 2, Non-Federally Funded Projects.

3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE IN THE LINE ITEM LISTED IN THE ACTUAL IFB WHEN SUBMITTING VIA HARDCOPY RESPONSE. BIDDERS SHALL SUBMIT THEIR BID PRICES UTILIZING ONE OR BOTH TABS ON ATTACHMENT H - BID PRICE SHEET.

INTRODUCTION

The City of Miami, herein referred to as the City, is soliciting response from experienced firms to provide pavement resurfacing and roadway repair services throughout the City. The Bidder must bid on all items to be considered for award of this solicitation.

SERVICES COVERED

The Successful Bidder shall furnish all labor, machinery, tools, modes of transportation, debris disposal, supplies, equipment, materials, water, diesel fuel and services necessary to perform the complete pavement resurfacing and roadway repair services anticipated as work to be performed under this contract. Complete pavement/repair service includes, but is not limited to the following:

1. Milling and resurfacing (includes controlled/variable milling to re-establish roadway longitudinal and cross slopes);
2. Installation of asphalt overlay, chip seal, fog seal, and/or micro-surfacing;
3. Removal and/or replacement of existing asphalt, lime rock, and subgrade;
4. Re-grading/reworking and compaction of lime rock road base and stabilized subgrade;
5. Widening existing streets;
6. Resurfacing of asphaltic pathways (pedestrian, bicycle, etc.);
7. Temporary utility repairs (hot mix asphalt patches);
8. Clearing, grubbing, root removal and excavation of shoulder areas;
9. Asphalt build-up removal;
10. Non-destructive pavement marking removal;
11. Thermoplastic and paint pavement markings (including all standard symbols and FDOT-approved, preformed, thermoplastic green & white bicycle lane markings);
12. Reflective pavement markers (RPMs);
13. Reflective roadway/highway delineators;
14. Repairs, removal, replacement, and extensions of concrete roadway panels, sidewalks, curb and gutter, and pedestrian ADA ramps; and
15. Adjustments to or minor repairs of utility structure manhole tops, inlet frames/grates, valve boxes, etc. within the public right-of-way.

ASSIGNMENT OF WORK

Work will be assigned to the Successful Bidder through the issuance of a work order or “task order” as written and

approved by the Department of Resilience and Public Works (RPW) and agreed upon by the Successful Bidder. Each task order will clearly define the limits and scope of work along with a required timeline for starting and completing work under that task order. Work shall be completed within the agreed-upon timeframe under each task order to avoid incurring liquidated damages or being defaulted. Task orders may or may not be accompanied by a set of engineered construction drawings; as such, the Successful Bidder may be required to work with RPW staff to fully define a task order's scope and may have to adjust their work in the field during construction, as directed by RPW staff.

REGULATIONS

The Successful Bidder shall be familiar with and follow all City of Miami RPW Design and Construction Standards, City Codes and RPW Bulletins, as well as Miami-Dade County Department of Transportation and Public Works and the State of Florida Department of Transportation standards for roadway design, construction, and permitting.

All contractors are required to follow City, County, and State requirements for pollution prevention – including submission of SWPP Plans and installation and maintenance of stormwater system protective BMPs for each project/task order. 10% retainage will be withheld on partial payments for each task order, until all work is inspected and accepted as complete by RPW Project Manager.

PERMITS

The Successful Bidder shall submit for and obtain all required local, state, and federal permits, as applicable, (e.g. Excavation, Special Events/Police, Right-of-Way Closures, NPDES, etc.) prior to mobilizing and beginning construction activities on any assigned work orders/task orders.

OVERTIME WORK HOURS

For the purpose of this contract, overtime work hours are defined as:

1. Monday thru Saturday – 6pm to 8am.
2. Sunday – at any time during the day or night.
3. City observed holidays at anytime during the day or night.

Successful Bidder(s) shall only work overtime hours, per the permitting requirements or as directed by the City. Typically, the services being conducted during these hours are milling, paving, striping, and minor concrete curb/sidewalk work.

ATTACHMENT A

INSURANCE ADDENDUM
INSURANCE DEFINITIONS, REQUIREMENTS AND CONDITIONS

The VENDOR/CONTRACTOR agrees to provide and maintain throughout the life of this contract and at Vendor/Contractor's expense insurance coverage outlined herewith as applicable insuring all operations related to the contract and any extensions thereof.

Workers Compensation and Employers Liability

Statutory and subject to the Laws of the State of Florida. This coverage protects against lawsuits stemming from workplace accidents. It provides for medical care to injured employees, along with compensation for lost income.

Commercial General Liability

It protects against accidents and injuries that occur on company property or the property of a customer. It compensates an injured person or owner of property for injuries and property damages, and the cost of defending lawsuits, including legal settlements or investigations. This policy also covers claims resulting from products exposures, libel, slander, copyright infringement and other personal and advertisement injuries.

Commercial Automobile Liability

It protects against liability, no fault, medical payments, uninsured and underinsured motorists claims, collision and other than collision physical damage. In addition, this policy affords coverage on autos that are hired or borrowed or non-owned for use in the business. The non-owned can be autos owned by employees or members of their households.

Non Owned Auto exposures can be endorsed or added under the Commercial General Liability Policy.

Professional/Errors and Omissions Liability

Used by many professionals such as engineers, lawyers, accountants, stock brokers, financial advisers, insurance agents, court reports, dentists, nurses and teachers. It protects against the financial effects of liability lawsuits filed by clients. It basically protects professionals who cause harm to a client due to incompetence, errors or negligence.

Umbrella Liability

It protects against liability and losses after primary insurance benefits have been exhausted. This supplemental coverage kicks in only after the underlined liability policies have paid their maximum benefits.

Environmental Liability

It protects against the financial costs of claims of injury or damage due to pollution, and other costs of cleaning up pollutants. These policies are designed to cover both property and liability risks.

Directors and Officers Liability

This coverage protects against claims from stockholders, employees and clients that are also aimed individually at directors and officers. These claims typically stem from errors in judgement, breaches of duty and wrongful acts in connection with company business.

Cyber Liability

It protects against costs of the theft, destruction or unauthorized use of electronic data through computer viruses or network intrusions. It also adds protection to a business against such costs if a business fails to safeguard another party's electronic data. Companies sharing data outside their internal network benefit from this coverage

Commercial Property

It protects against claims or damages to the insured's buildings, business personal property and personal property of others. It can also provide for loss of business income coverage or extra expenses incurred because of physical loss by a covered peril to the insured's property.

Commercial Crime

It protects against loss of money, securities and other property because of a variety of criminal acts such as employee theft or embezzlement, burglary, robbery, forgery, computer fraud, kidnapping and extortion. Crime insurance also covers money and securities against damage or destruction by almost any cause of loss, not just crime.

Builders Risk

It protects against damage to or destruction of buildings or other structures during their construction. Any party with a financial interest in a construction, remodeling, or repair project benefits from this coverage.

Surety Bonds

Surety bonds are three party contracts. The principal, the party that undertakes the obligation, pays for the issuance of a bond by a surety company. The bond provides capital to guarantee the obligation will be performed. The obligee is the party that receives the benefit of the bond If the obligation is improperly performed.

Valuable Papers

It pays for the cost to reconstruct damaged or destroyed valuable papers and records. Typically is defined to include almost all forms of printed documents or records with the exception of money or securities, and data and media which is usually excluded.

Additional Requirements

The Vendor/Contractor must furnish the City of Miami, Department of Procurement, and Risk Management located at 444 S.W. 2nd Avenue Miami, Florida 33130, original Certificates of insurance to be in force on the date of this Contract, and Renewal Certificates of insurance thereafter. All policies indicated on the certificate must be in compliance with all Contract requirements. The failure of the City

to obtain the applicable or corresponding certificates from Contractor is not a waiver by the City of any requirements for the Vendor/Contractor.

The Vendor/Contractor must furnish Certificates insurance listing the City of Miami as an additional insured. All insurance certificates must be signed, dated and reference the City contract number.

The insurance must provide for sixty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Vendor/Contractor. The Vendor/Contractor further agrees to have insurers waive their rights of subrogation against the City of Miami, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Vendor/Contractor in no way limit the Vendor/Contractor's liabilities and responsibilities specified within the Contract or law.

Any insurance or self-insurance programs maintained by the City of Miami shall not contribute with insurance provided by the Vendor/Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If the Vendor/Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or Limited Liability Company and each of its separate constituent entities as named insureds.

The Vendor/Contractor must require all subcontractors to provide the insurance required herein. All subcontractors are subject to the same insurance requirements of the Vendor/Contractor unless otherwise specified in this Contract.

If the Vendor/Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost. Notwithstanding any provision in the Contract to the contrary, the City of Miami Risk Management Department maintains and reserves the right to modify, delete, alter or change these requirements.

I

Attachment B: Reference Submittal Form
IFB 1115382 – Pavement Resurfacing Services

FIRM NAME: _____

Reference Section 2.14	**Summarized Requirements: Refer to the details in Section 2 Special Conditions to verify that the information provided will suffice as proof of meeting the requirements of this solicitation.**
	Past Performance Reference Check #1
	Company/Organization Name:
	Address:
	Contact Person:
	Contact Phone Number and Email:
	Date of Contract or Sale:
	Prime or Subcontractor:
	Other (Description of Service, Total dollar value of Contract, etc.):
	Past Performance Reference Check #2
	Company/Organization Name:
	Address:
	Contact Person:
	Contact Phone Number and Email:
	Contact E-mail (if applicable):
	Date of Contract or Sale:
	Prime or Subcontractor:
	Other (Description of Service, Total dollar value of Contract, etc.):
	Past Performance Reference Check #3
	Company/Organization Name:
	Address:
	Contact Person:
	Contact Phone Number and Email:
	Contact E-mail (if applicable):
	Date of Contract or Sale:
	Prime or Subcontractor:
	Other (Description of Service, Total dollar value of Contract, etc.):

POLICY NUMBER:

APM- 2-19

DATE:

March 26, 2019

ISSUED BY:
Emilio T. Gonzalez, Ph.D.
City Manager/Designee

SIGNATURE

CITY OF MIAMI

ADMINISTRATIVE POLICY

REVISIONS

REVISED SECTION	DATE OF REVISION
Created	3/26/19

SUBJECT: ELIMINATING THE PROCESS OF CURING IRREGULARITIES IN DOCUMENTS SUBMITTED IN RESPONSE TO REQUEST FOR QUALIFICATIONS (RFQ), REQUEST FOR PROPOSALS (RFP), REQUESTS FOR LETTERS OF INTEREST (RFLI), INVITATION FOR BIDS (IFB), INVITATION TO BID (ITB), INVITATION TO QUOTE (ITQ), AND REQUEST FOR SPONSORSHIP (RFS) EFFECTIVE MAY 6, 2019

PURPOSE:

To improve the procurement solicitation process in order to provide internal and external customers with a more efficient and effective procurement of goods and services for the City of Miami. This APM establishes guidelines that eliminate the process of curing irregularities in proposals and bids submitted in response to RFQs, RFPs, RFLI's IFBs, ITBs, ITQs and RFS.

BACKGROUND:

Currently, the Department of Procurement ("Procurement") allows Proposers and Bidders to cure certain deficiencies, deviations, irregularities, omissions, and/or technicalities in proposals and bids submitted to the City in response to RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS.

In collaboration with the Department of Innovation and Technology ("DoIt"), Procurement has identified the process of curing as the cause of significant delays in formal solicitation process. When proposals and bids require a cure, Procurement sends out a "Notice to Cure" to Proposers and Bidders who are then given additional time to correct, complete, and re-submit the required documents. The process of curing is time intensive and delays the procurement of necessary goods and services for the City; it prolongs the due diligence review period and it stalls and delays the evaluation and selection process, resulting in the extension of time between the issuance of an RFP, RFQ, RFLI, IFB, ITB, ITQ, or RFS solicitation and its award date.

Eliminating the process of curing will streamline and improve the overall procurement solicitation process while making it more efficient by removing a source of delay, and more effective by concentrating due diligence reviews only on complete and responsive proposals and bids. Additionally, it is not a common procurement industry practice to allow cures. Other local public agencies such as Miami-Dade County and the Miami-Dade County Public School System do not presently allow cures in such similar instances.

GUIDELINES:

Procurement will only review and evaluate proposals and bids that have been deemed responsive. **Responsive bids and proposals responses are defined by our Procurement Code.**[1] Prospective Proposers and Bidders should understand that non-responsive proposals or bids will not be reviewed and will be eliminated from the evaluation and selection process.

The City will not consider the curing of any proposal or bid that fail to meet the minimum qualifications or submission requirements of an RFQ, RFP, RFLI, IFB, ITB, ITQ, or RFS as applicable. Material deficiencies, deviations, irregularities, omissions, and/or technicalities are not waivable.

Proposals and bids submitted with deficiencies, irregularities, omissions, and/or technicalities that deviate from the minimum qualifications and/or submission requirements for RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS shall result in a non-responsive determination. The following list includes, but is not limited to, proposal and bid deficiencies, deviations, irregularities, omissions, and/or technicalities that shall result in a non-responsive determination for any solicitation issued on or after May 6, 2019:

If a proposal or bid is missing forms, or contains unnotarized forms, unsigned forms, incorrect forms, or forms signed by any individual, other than the Proposer or Bidder, Proposer's or Bidder's team members, and/or individuals attesting to the stated project experience, the Proposer or Bidder **will not** be given time to cure the proposal or bid, and the City shall deem such proposal or bid non-responsive. The City, at its sole discretion, reserves the right to waive minor deviations not listed above. Such minor deficiencies, deviations, irregularities, omissions, or technicalities may be timely cured by the Proposer or Bidder, at the sole discretion of the City. Material (i.e. substantial or notable) deficiencies, deviations, irregularities, omissions, or technical issues cannot be cured by the Proposer or Bidder and are not waivable by the City.

For illustrative guidance please see below an excerpt from State of Florida procurement instructions which discuss the difference in plain language between material and minor variances.

Responsive bidder, proposer, offeror, or *respondent* means a business which has submitted a bid, offer, proposal, quotation or response which conforms in all material respects to the solicitation. Sec. 18-73, City Code.

(Excerpt from 2012 WL 1155290 (Fla.Div.Admin.Hrgs.)

Mandatory Responsiveness Requirements: Terms, conditions or requirements that must be met by the proposer to be responsive to this RFP. The responsiveness requirements are **mandatory**. Failure to meet the responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be evaluated.

1.15 Material Deviations: The Department has established certain requirements with respect to proposals to be submitted by Proposers. The use of *shall, must* or *will* (except to indicate simple futurity) in this RFP indicates a requirement or condition which may not be waived by the Department except where any **deviation** therefore is not **material**. A **deviation** is **material** if, in the Department's sole discretion, the deficient response is not in substantial accord with this RFP's requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. **Material deviations** cannot be waived and shall be the basis for rejection of a response. Because this is an RFP, the Department will apply this definition liberally in reviewing responses in regard to service delivery.

1.16 Minor Irregularity: A variation from the RFP terms and conditions which does not affect the price proposed or gives the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the Department.

ATTACHMENT D

Title: PAVEMENT RESURFACING IFB No.: 1115382

List of Subcontractors

Completion of Form

to be updated after award of the Contract as additional Subcontractors are added or changed. Submit additional pages as neceassary.

Name of Firm	Address	Scope of Work	Licenses	Value of Work	% of Work

Note:

1. The work performed by Subcontractor(s) listed cannot equal more than fiftenn percent (15%) of the total work for the Contract.
2. The foregoing list of Subcontractors may not be amended after award of the Contract without the prior written approval of the City's Project Manager identified in the Solicitation, whose approval will not be unreasonableley withheld.

Name of Proposer: _____ Date: _____

Name of Individual Completing Form: _____ Signature: _____

"General Decision Number: FL20200178 01/03/2020

Superseded General Decision Number: FL20190178

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* ELEC0349-002 09/02/2019

	Rates	Fringes
ELECTRICIAN	$ 35.36	12.77

SUFL2013-039 08/19/2013

	Rates	Fringes
CARPENTER	$ 17.84	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	$ 15.49	0.00
FENCE ERECTOR	$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 15.07	0.00

HIGHWAY/PARKING LOT STRIPING:

Painter	$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman)	$ 11.16	0.00
INSTALLER - GUARDRAIL	$ 13.43	0.00
IRONWORKER, ORNAMENTAL	$ 13.48	0.00
IRONWORKER, REINFORCING	$ 18.43	0.00
IRONWORKER, STRUCTURAL	$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper)	$ 11.59	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 12.31	0.00
LABORER: Common or General	$ 10.69	0.00
LABORER: Flagger	$ 12.53	0.00
LABORER: Grade Checker	$ 12.41	0.00
LABORER: Landscape & Irrigation	$ 9.02	0.00
LABORER: Mason Tender - Cement/Concrete	$ 13.91	3.50
LABORER: Pipelayer	$ 15.02	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 16.24	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 12.88	0.00
OPERATOR: Boom	$ 18.95	0.00
OPERATOR: Boring Machine	$ 15.29	0.00
OPERATOR: Broom/Sweeper	$ 13.01	0.00
OPERATOR: Bulldozer	$ 16.77	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	0.00
OPERATOR: Concrete Saw	$ 14.43	0.00
OPERATOR: Crane	$ 22.46	0.00
OPERATOR: Curb Machine	$ 20.74	0.00
OPERATOR: Distributor	$ 13.29	0.00
OPERATOR: Drill	$ 14.78	0.00
OPERATOR: Forklift	$ 16.32	0.00

OPERATOR: Gradall.....$ 14.71 0.00

OPERATOR: Grader/Blade.....$ 20.22 3.85

OPERATOR: Loader.....$ 15.53 0.00

OPERATOR: Mechanic.....$ 18.03 0.00

OPERATOR: Milling Machine.....$ 14.67 0.00

OPERATOR: Oiler.....$ 16.32 0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 13.61 0.00

OPERATOR: Piledriver.....$ 17.23 0.00

OPERATOR: Post Driver (Guardrail/Fences).....$ 14.45 0.00

OPERATOR: Roller.....$ 13.67 0.00

OPERATOR: Scraper.....$ 12.01 0.00

OPERATOR: Screed.....$ 14.15 0.00

OPERATOR: Tractor.....$ 12.19 0.00

OPERATOR: Trencher.....$ 14.74 0.00

PAINTER: Spray.....$ 16.52 0.00

SIGN ERECTOR.....$ 12.96 0.00

TRAFFIC SIGNALIZATION: Traffic Signal Installation.....$ 19.07 0.00

TRUCK DRIVER: Distributor Truck.....$ 14.96 2.17

TRUCK DRIVER: Dump Truck.....$ 12.19 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.28 0.00

TRUCK DRIVER: Lowboy Truck.....$ 15.07 0.00

TRUCK DRIVER: Slurry Truck.....$ 11.96 0.00

TRUCK DRIVER: Vactor Truck.....$ 14.21 0.00

TRUCK DRIVER: Water Truck.....$ 13.17 1.60

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION
"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his/her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officers or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form, LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that ll subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31, U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor/Contractor's Authorized Official

_____

Name and Title of Contractor/Contractor's Authorized Official

_____

Date: _____

CITY OF MIAMI LOCAL OFFICE CERTIFICATION

(City Code, Chapter 18, Article III, Section 18-73)

Solicitation Type and Number: _____ (i.e. IFQ/IFB/RFP/RFQ/RFLI No. 123456)

Solicitation Title: _____

_____ (Bidder/Proposer) hereby certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

Local office means a business within the city which meets all of the following criteria:

(1) Has had a staffed and fixed office or distribution point, operating within a permanent structure with a verifiable street address that is located within the corporate limits of the city, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue; for purposes of this section, "staffed" shall mean verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week, whether as a duly authorized employee, officer, principal or owner of the local business; a post office box shall not be sufficient to constitute a local office within the city;

(2) If the business is located in the permanent structure pursuant to a lease, such lease must be in writing, for a term of no less than twelve (12) months, been in effect for no less than the twelve (12) months immediately preceding the date bids or proposals were received, and be available for review and approval by the chief procurement officer or its designee; for recently-executed leases that have been in effect for any period less than the twelve (12) months immediately preceding the date bids or proposals were received, a prior fully-executed lease within the corporate limits of the city that documents, in writing, continuous business residence within the corporate limits of the city for a term of no less than the twelve (12) months immediately preceding the date bids or proposals were received shall be acceptable to satisfy the requirements of this section, and shall be available for review and approval by the chief procurement officer or its designee; further requiring that historical, cleared rent checks or other rent payment documentation in writing that documents local office tenancy shall be available for review and approval by the chief procurement officer or its designee;

(3) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, a current business tax receipt issued by both the city and Miami-Dade County, if applicable; and

(4) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, any license or certificate of competency and certificate of use required by either the city or Miami-Dade County that authorizes the performance of said business operations; and

(5) Has certified in writing its compliance with the foregoing at the time of submitting its bid or proposal to be eligible for consideration under this section; provided, however, that the burden of proof to provide all supporting documentation in support of this local office certification is borne by the business applicant submitting a bid or proposal.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Bidder/Proposer Local Office Address: _____

Does Bidder/Proposer conduct verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week?	☐ YES ☐ NO
If Bidder/Proposer's Local Office tenancy is pursuant to a lease, has Bidder/Proposer enclosed a copy of the lease?	☐ YES ☐ NO ☐ N/A
Has Bidder/Proposer enclosed a copy of the Business Tax Receipt (BTR) issued by the City of Miami and Miami-Dade County?	City of Miami: ☐ YES ☐ NO ☐ Exempt Cite Exemption: _____ _____ Miami-Dade County: ☑ YES ☑ NO ☐ Exempt Cite Exemption: _____ _____
Has Bidder/Proposer enclosed a copy of the license, certificate of competency and certificate of use that authorizes the performance of Bidder/Proposer's business operations?	☐ YES ☐ NO

Bidder/Proposer's signature below certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

_____

Print Name (Bidder/Proposer Authorized Representative)

_____ _____

Signature Date

STATE OF FLORIDA
COUNTY OF _____

Certified to and subscribed before me this _____ day of _____, 20_____, by

_____.

_____
(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

_____
(Name of Notary Typed, Printed, or Stamped)

Personally Known _____OR Produced Identification _____

Type of Identification Produced_____

CITY OF MIAMI, FLORIDA

INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: October 23, 2020

SUBJECT: Recommendation of Award for Pavement Resurfacing Services

FROM: Yadissa A. Calderon for
Annie Perez, CPPO, Director
Department of Procurement

REFERENCES: Invitation for Bid ("IFB") No. 1115382

ENCLOSURES: Bid Tabulation

RECOMMENDATION:

Based on the findings below, the Department of Procurement ("Procurement") hereby recommends award ofIFB No. 1115382 to H&R Paving, Inc. ("H&R Paving") the apparent responsive and responsible Bidder, for the provision of pavement resurfacing services for the Department of Resilience and Public Works ("Public Works"), on an as needed basis. The warded vendor, contract terms, and amount are shown below.

Contract Number/Title: IFB No. 1115382, Pavement Resurfacing Services

Contract Amount: The estimated contract amount is approximately $200,181.50 annually for Group 1 – Non-Federally Funded Projects and $200,186.48 annually for Group – 2 Federally Funded Projects (approximately $1,401,270.50 for Group 1; and $1,401,305.36 for Group 2 for all seven (7) years).

Contract Term: Initial term for a period of three (3) years, with the option to renew for two (2) additional two (2) year periods.

Recommended Vendors: H&R Paving, Inc.

BACKGROUND:

On September 11, 2020, Procurement on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, under full and open competition. On October 9, 2020 at bid closing three (3) bids were received. The bids were evaluated and tabulated following the guidelines published in the bid. Two (2) bids were found to be non-responsive. H&R was the responsive and responsible Bidder.

Consequently, approval of this recommendation to award is requested. Your signature below will indicate approval of this recommendation.

Approved: _____ Date: 10/29/20
Arthur Noriega V. City Manager

AP:tg

c:
Nzeribe Ihekwaba, Ph.D, P.E., Assistant City Manager, Chief of Infrastructure
Juvenal Santana, P.E., Director, Public Works
Yadissa A. Calderon, CPPB, Assistant Director, Procurement

PR21015

GROUP 1 - NON-FEDERALLY FUNDED PROJECTS					H&R Paving		
Line Item	Item Description	Unit	Quantity		Unit Cost	BAFO	Total
1	**MOBILIZATION, ROADWAY COMPLETE** - Mobilization cost for task orders consisting of complete roadway/right-of-way work. Typically consists of many, multiple line items of work and may include all trades required to execute all line items of work within this contract. Most "Roadway Complete" task orders will mainly consist of milling & resurfacing/overlay/etc. with striping, utility adjustments, curb & gutter, minor sidewalk and swale work, and ADA ramps (1 mobilization per task order).	LS	1		$ 5,000.00	N/A	$ 5,000.00
2	**MOBILIZATION, ASPHALT** - Mobilization cost for task orders mainly consiting of milling & resurfacing/overlay/etc. with associated utility adjustments and striping work only (1 mobilization per task order).	LS	1		$ 1.00	N/A	$ 1.00
3	**MOBILIZATION, PATCHING** - Mobilization cost for task orders mainly consisting of utility trench and/or pothole patching requests and/or requests for roadway base soil condition investigations (1 mobilization per task order - 1 block of trench or 10 potholes per task order typ.).	LS	1		$ 1.00	N/A	$ 1.00
4	**MOBILIZATION, SIDEWALKS/CURBING** - Mobilization cost for task orders mainly consisting of concrete sidewalks, ADA ramps, and/or curb & gutter work only, includes associated minor asphalt patching where necessary (1 mobilization per task order).	LS	1		$ 1,500.00	N/A	$ 1,500.00
5	**MOBILIZATION, STRIPING** - Mobilization cost for task orders mainly consisting of paint/thermoplastic striping, messages, symbols, and/or bike/bus lane coating work only (1 mobilization per task order).	LS	1		$ 300.00	N/A	$ 300.00
6	**MOBILIZATION, ASPHALT STAMPING/PAINTING** - Mobilization cost for task orders mainly consisting of thermal stamping and/or colorized coating of specialty asphalt treatment areas (1 mobilization per task	LS	1		$ 1.00	N/A	$ 1.00
7	**RE-MOBILIZATION** - For use only if paving equipment and/or sidewalk/conctete crews already de-mobilized from site, to address additional milling & resurfacing and/or ADA ramps as requested by Public Works Staff (1 mobilization per task order amendment)	LS	1		$ 1.00	N/A	$ 1.00
8	**NIGHTTIME/SUNDAY WORK ADD-ON** - This is a lump sum, cost-per-day, add-on, to be paid when a contractor is required to work, per permitting requirements or as directed by Public Works Staff, on Sundays or at night. This pay item is to help compensate for increased costs associated with overtime labor and enhanced MOT requirements in order to carry out work during non-standard working hours. Typical work being conducted under this add-on will mainly consist of milling, paving, striping, and minor	EA/DAY	1		$ 5,000.00	N/A	$ 5,000.00
9	**ROADWAY BASE SOIL ASSESSMENT, CONDITION A** - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found suitable to the City of Miami's Public Works Staff, clean loose material, recompact, and replace removed asphalt with Type SP-9.5 hot mix asphaltic concrete up to the level of the surrounding surface.	SF	1		$ 3.00	N/A	$ 3.00
10	**ROADWAY BASE SOIL ASSESSMENT, CONDITION B** - Saw cut and remove an average of 2" thick existing asphalt to expose and evaluate the condition of the base. If base is found unsuitable to the City of Miami's Public Works Staff, remove base material and replace with a minimum of 8" of compacted limerock (LBR 100) and 2" of Type SP-9.5 hot mix asphaltic concrete, or 6" of SP-9.5 hot mix asphaltic concrete, up to the level of the surrounding surface.	SF	1		$ 3.00	N/A	$ 3.00
11	**BARRICADES CONES/DRUMS** - Temporary, the first 50 cones and/or drums are considered incidental to all required work under each task order and not compensated for, drums incl. lights when required, includes installation, maintenance, and removal.	EA/DAY	1		$ 0.50	$ 0.45	$ 0.45
12	**BARRICADES TYPE II** - Temporary, 2'-3', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1		$ 0.50	$ 0.45	$ 0.45

13	**BARRICADES TYPE III** - Temporary, 6'-8', with flashing lights when required, includes installation, maintenance, and removal.	EA/DAY	1		$ 0.50	$ 0.45	$ 0.45
14	**WORK ZONE SIGNAGE** - Includes all message and detour signage required per approved MOT plans, the first 10 signs are considered incidental to all required work under each task order and not compensated for, includes installation, maintenance, and removal.	EA/DAY	1		$ 100.00	N/A	$ 100.00
15	**FLASHING ARROW BOARD** - Temporary, multi-mode, includes installation, maintenance, and removal.	EA/DAY	1		$ 10.00	N/A	$ 10.00
16	**VARIABLE MESSAGE SIGN (VMS)** - Message text to be as approved by City Staff or as required by FDOT and County permitting, includes installation, maintenance, and removal.	EA/DAY	1		$ 25.00	N/A	$ 25.00
17	**RE-GRADE EXISTING SWALE** - Includes removal and disposal of excess material if necessary.	SY	1		$ 50.00	N/A	$ 50.00
18	**BAHIA GRASS SOD** - Includes watering for establishment period.	SF	1		$ 5.00	N/A	$ 5.00
19	**ST AUGUSTINE FLORATAM GRASS SOD** - Includes watering for establishment period.	SF	1		$ 5.00	N/A	$ 5.00
20	**ASPHALT REMOVAL 0-2"** - Removal and disposal of asphalt averaging 2" thick or less, includes sawcutting edges of existing asphalt to remain.	SY	1		$ 25.00	N/A	$ 25.00
21	**ASPHALT REMOVAL 2"-4"** - Removal and disposal of asphalt averaging over 2" up to 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1		$ 25.00	N/A	$ 25.00
22	**ASPHALT REMOVAL >4"** - Removal and disposal of asphalt over 4" thick, includes sawcutting edges of existing asphalt to remain.	SY	1		$ 25.00	N/A	$ 25.00
23	**CONCRETE REMOVAL 0-6"** - Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging 6" thick or less, includes sawcutting edges of existing pad/sidewalk/road section to remain.	SF	1		$ 2.79	N/A	$ 2.79
24	**CONCRETE REMOVAL 6"-12" -** Removal and disposal of concrete pads, sidewalks, or roadway pavement averaging over 6" up to 12" thick, includes sawcutting edges of existing pad/sidewalk/road section to	SF	1		$ 5.00	N/A	$ 5.00
25	**EXCAVATION** - Excavation and removal of excess soils as shown on design plans or directed by Public Works Staff.	CY	1		$ 30.00	N/A	$ 30.00
26	**STABILIZED SUBGRADE** - F&I Type "B" stabilized backfill to the thickness shown on design plans or directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 40 min. - compaction and testing required and included).	CY	1		$ 20.00	N/A	$ 20.00
27	**LIMEROCK BASE** - F&I limerock base course to the thickness shown on design plans or as directed by Public Works Staff, installed and compacted in lifts per City Standards (LBR 100 - compaction and testing required and included).	CY	1		$ 30.00	N/A	$ 30.00
28	**MILL AND DISPOSE EXISTING ASPHALT** - 1" average thickness, includes sawcutting edges of existing asphalt surfaces to remain.	SY	1		$ 5.00	N/A	$ 5.00
29	**MILL AND DISPOSE EXISTING ASPHALT, ADD-ON** - Additive pricing for each 1/4" of additional thickness of milling (to be used when milling more than 1" average thickness).	SY	1		$ 1.00	N/A	$ 1.00
30	**1" SUPERPAVE ASPHALT, TYPE SP-9.**5 - Traffic C, includes tack coat where necessary.	SY	1		$ 7.00	N/A	$ 7.00
31	**1.5" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5-** Traffic C, includes tack coat where necessary.	SY	1		$ 10.41	N/A	$ 10.41
32	**2" SUPERPAVE ASPHALT, TYPE SP-9.5 or SP-12.5 -** Traffic C, includes tack coat where necessary.	SY	1		$ 14.00	N/A	$ 14.00
33	**1" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5** - Traffic C, PG 76-22, includes tack coat where necessary.	SY	1		$ 8.00	N/A	$ 8.00
34	**1.5" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 -** Traffic C, PG 76-22, includes tack coat where necessary.	SY	1		$ 12.00	N/A	$ 12.00
35	**2" SUPERPAVE ASPHALT FRICTION COURSE, TYPE FC-9.5 or FC-12.5 -** Traffic C, PG 76-22, includes tack coat where necessary.	SY	1		$ 16.00	N/A	$ 16.00

36	**POTHOLE REPAIRS** - Placement of crushed and compacted limerock and hot mix asphalt to patch potholes, 10 sq.ft. max surface area, and no deeper than 1.5' deep (asphalt to be a minimum of 2" thick, Type SP-9.5, compacted hot mix).	SF	1		$ 5.00	N/A	$ 5.00
37	**CRACK SEAL** - Sealing of asphalt roadway cracks less than 2" wide by application of a bituminous asphalt sealant specifically designed for crack sealing.	LF	1		$ 5.00	N/A	$ 5.00
38	**UTILITY ADJUSTMENT, STORMWATER INLET** - Raise or lower stormwater inlet frame and grate, includes brick and concrete morter as necessary.	EA	1		$ 250.00	N/A	$ 250.00
39	**UTILITY ADJUSTMENT, MANHOLE** - Raise or lower utility manhole frame/rim and cover, includes brick and concrete morter as necessary.	EA	1		$ 500.00	N/A	$ 500.00
40	**UTILITY ADJUSTMENT, VALVE BOX** - Raise or lower utility valve boxes, includes flowable fill or cast-in-place concrete ring as necessary.	EA	1		$ 300.00	N/A	$ 300.00
41	**REMOVE/DISPOSE/REPLACE DAMAGED MANHOLE/INLET FRAME, MD-COUNTY** - Removal and disposal of damaged drainage inlet frame and grate or utility manhole frame and lid, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-	EA	1		$ 500.00	N/A	$ 500.00
42	**REMOVE/DISPOSE/REPLACE DAMAGED VALVE COVER, MD-COUNTY** - Removal and disposal of damaged water or sewer valve box, includes coordinating with and picking up new frames/grates/lids from Miami-Dade Water and Sewer Department, also includes re-installation.	EA	1		$ 500.00	N/A	$ 500.00
43	**REPAIR CONCRETE MANHOLE/INLET** - Repair of damaged concrete utility manhole or drainage inlet	EA	1		$ 1,000.00	N/A	$ 1,000.00
44	**CONCRETE CURB AND GUTTER REMOVAL** - Removal and disposal of all types of existing concrete curbing and curb & gutter (existing limerock pad to remain if new curbing is being installed).	LF	1		$ 15.00	N/A	$ 15.00
45	**CONCRETE CURB, NON-REINFORCED** - Type "B," "D," "A," and all other standard curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1		$ 25.00	N/A	$ 25.00
46	**CONCRETE CURB, REINFORCED** - Steel reinforced Type "B," "D," "A," and all other standard reinforced curb types without gutter (limerock pad to be paid under separate line item, if necessary).	LF	1		$ 36.00	N/A	$ 36.00
47	**CONCRETE CURB AND GUTTER, NON-REINFORCED** - Type "F," "E," "RA," and all other standard types of curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1		$ 25.00	N/A	$ 25.00
48	**CONCRETE CURB AND GUTTER, REINFORCED** - Steel reinforced Type "F," "E," "RA," and all other standard types of reinforced curbing with gutters (limerock pad to be paid under separate line item, if necessary).	LF	1		$ 36.00	N/A	$ 36.00
49	**CONCRETE DROP CURB OR VALLEY GUTTER, NON-REINFORCED** - Non-steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1		$ 25.00	N/A	$ 25.00
50	**CONCRETE DROP CURB OR VALLEY GUTTER, REINFORCED** - Steel reinforced drop curb or valley gutter (limerock pad to be paid under separate line item, if necessary).	LF	1		$ 36.00	N/A	$ 36.00
51	**LIMEROCK CURB AND GUTTER PAD** - Installation and compaction of limerock base for all types of curbing and curb & gutter, to be installed per City Standards and paid by linear foot of new curbing being installed on top (to be used ONLY under new curbing where existing curbing did not previously exist).	LF	1		$ 8.00	N/A	$ 8.00
52	**6" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD** - 3,000 PSI @ 28 days min. concrete sidewalks, driveway pads, and pedestrian ramps (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1		$ 6.60	N/A	$ 6.60
53	**8"-12" THICK CONCRETE SIDEWALK OR DRIVEWAY PAD** - 3,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the sidewalk, and general compaction/tamping of in-situ soils remaining as a sidewalk base, as necessary).	SF	1		$ 10.00	N/A	$ 10.00

54	**HIGH STRENGTH CONCRETE DRIVEWAY PAD OR ROADWAY SEGMENT PATCH** - 5,000 PSI @ 28 days min (includes adjustment/resetting of pull boxes, water meter boxes, and sanitary clean-outs within the area of construction, and general compaction/tamping of in-situ soils, as necessary).	CY	1		$ 200.00	N/A	$ 200.00
55	REMOVE, STORE, AND RESET PAVERS **- Removal and resetting of existing sidewalk, driveway, or roadway pavers. Includes regrading and compacting of rock sub-base, reinstalling sand** setting/leveling base, resetting pavers to match existing patterns, and sand-filling of joints. Pavers broken during construction to be replaced, in-kind, at contractors expense.	SF	1		$ 10.00	N/A	$ 10.00
56	**DETECTABLE WARNINGS** - Truncated ADA tactile domes for ADA pedestrian ramps (Armor Tile - Cast In Place or approved equal)	SF	1		$ 50.00	$ 45.00	$ 45.00
57	**ROADSIDE SIGNS, SINGLE POST** - Typical/common traffic signage (e.g. stop, street name, yield, do not enter, one way, etc.), includes post and sign per Miami-Dade County Standards (signage surface area less than 12 SF total per assembly).	AS	1		$ 360.00	N/A	$ 360.00
58	**ROADSIDE SIGNS, SIGN ONLY** - F&I new traffic signage on existing sign post (e.g. stop, street name, yield, do not enter, one way, etc.), includes removal and disposal of old sign(s) if necessary (signage surface area less than 12 SF total per assembly).	AS	1		$ 180.00	N/A	$ 180.00
59	**RELOCATE/RESET EXISTING POST AND SIGN** - Remove and relocate, or reset leaning, existing traffic signage, single post.	EA	1		$ 240.00	N/A	$ 240.00
60	**ROADWAY/HIGHWAY DELINEATOR** - 36"-48" High, reflective delineators as approved by FDOT.	EA	1		$ 72.00	N/A	$ 72.00
61	**REFLECTIVE PAVEMENT MARKERS (RPMs)** - Class B, mono or bi-directional, all colors.	EA	1		$ 4.20	N/A	$ 4.20
62	**PAVEMENT MARKING REMOVAL** - Non-destructive micro-planing, grinding, or other approved methods, as directed by Public Works Staff (paid by LF of actual stripe removal, regardless of width of existing	LF	1		$ 1.20	N/A	$ 1.20
63	**THERMOPLASTIC PAVEMENT MESSAGES** - Reflective "ONLY," "MERGE," "SCHOOL," "RxR," etc. roadway messages, per FDOT or Miami-Dade Standards (includes temporary paint messages when necessary).	EA	1		$ 216.00	N/A	$ 216.00
64	**THERMOPLASTIC DIRECTIONAL ARROWS** - Reflective arrow symbols per FDOT or Miami-Dade Standards (includes temporary paint symbols when necessary).	EA	1		$ 96.00	N/A	$ 96.00
65	**THERMOPLASTIC BIKE LANE MARKINGS** - Sharrows and bike symbols with arrows, with or without green high-emphasis background, as directed by Public Works Staff and approved by FDOT and Miami-Dade	EA	1		$ 360.00	N/A	$ 360.00
66	**GREEN BIKE LANE COATINGS** - Installation of green asphalt coatings for designated bike lanes as directed by Public Works Staff and approved by the FDOT through the FHWA.	SY	1		$ 144.00	N/A	$ 144.00
67	**RED BUS LANE COATINGS** - Installation of red asphalt coatings for County-designated Bus Lanes, as directed by Public Works Staff and approved by Miami-Dade County.	SY	1		$ 144.00	N/A	$ 144.00
68	**SOLID SINGLE 6" THERMOPLASTIC STRIPING** - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 2.40	N/A	$ 2.40
69	**SOLID DOUBLE 6" THERMOPLASTIC STRIPING** - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 4.80	N/A	$ 4.80

70	**SOLID SINGLE 8" THERMOPLASTIC STRIPING** - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 1.20	N/A	$ 1.20
71	**SOLID DOUBLE 8" THERMOPLASTIC STRIPING** - Double yellow, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 1.20	N/A	$ 1.20
72	**SOLID SINGLE 12" THERMOPLASTIC STRIPING** - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 3.60	N/A	$ 3.60
73	**SOLID SINGLE 18" THERMOPLASTIC STRIPING** - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 4.80	N/A	$ 4.80
74	**SOLID SINGLE 24" THERMOPLASTIC STRIPING** - All colors, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 6.00	N/A	$ 6.00
75	**THERMOPLASTIC GUIDELINES** - 2'-4', 6'-10', or 3'-9' dotted, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 2.40	N/A	$ 2.40
76	**THERMOPLASTIC 10'-30' SKIP LINE**S - 6" yellow or white, reflective, per FDOT or Miami-Dade Standards (includes temporary paint when necessary).	LF	1		$ 2.40	N/A	$ 2.40
77	**PATTERNED ASPHALT STAMPING** - Heat-applied, wire rope cable stamping of new or existing asphalt, pattern to match existing or per design drawings (materials, methods, and certifications to be "StreetPrint" by GAF or approved equal).	SF	1		$ 20.00	N/A	$ 20.00
78	**STAMPED ASPHALT PAINTING** - Multi-layered, heat island reducing, non-slip, traffic-rated colored coating to be installed to match existing color patterns or per design drawings (materials, methods, and certifications to be "StreetBond" by GAF or approved equal).	SF	1		$ 30.00	N/A	$ 30.00
79	**DESIGN, PERMIT, INSTALL RAPID FLASHING BEACON** - All materials and labor required to design, permit, and install a complete rapid flashing pedestrian warning beacon assembly. City will provide basis-of-design sample drawings from previous installations (County permitting fees included).	EA	1		#########	N/A	$ 30,000.00
80	**REPLACE TRAFFIC LOOP** - Remove and replace existing traffic loops when repaving intersections if existing loop is damaged or if directed by Miami-Dade County (County permitting fees included).	EA	1		$ 2,500.00	N/A	$ 2,500.00
81	**Special Provision 1** = Contingency Allowance - Unforseen Conditions						$50,000
82	**Special Provision 2** = Contingency Allowance - Off Duty Police Traffic Control						$100,000
Total Cost including Contingency Allowance							$ 200,176.35

Director's Approval: _____

CITY OF MIAMI, FLORIDA

INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: November 23, 2020

SUBJECT: Recommendation of Award for Pavement Resurfacing Services

FROM: Annie Perez, CPPO, Director
Department of Procurement

REFERENCES: IFB No. 1115382

ENCLOSURES: Bid Tabulation; Award Recommendation Dated 10/29/20; Rescission of Award Memo dated 10/29/20; Best and Final Offer Letter ("BAFO")

RECOMMENDATION:

Based on the findings below, the Procurement Department ("Procurement") hereby recommends the award of Invitation for Bid ("IFB") No. 1115382 to H&R Paving, Inc. ("H&R Paving") the apparent responsive and responsible Bidder, for the provision of pavement resurfacing services for the Department of Resilience and Public Works ("Public Works"), on an as needed basis. The awarded vendor, contract terms, and amount are shown below.

Contract Number/Title: IFB No. 1115382, Pavement Resurfacing Services

Contract Amount: The estimated contract amount is approximately $200,176.35 annually for Group 1 – Non-Federally Funded Projects and $200,181.33 annually for Group – 2 Federally Funded Projects (approximately $1,401,234.45 and $1,401,269.31 respectively for all seven (7) years).

Contract Term: Initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods.

Recommended Vendors: H&R Paving, Inc. ("H&R Paving")

BACKGROUND:

On September 11, 2020, Procurement issued IFB No. 1115382 for the provision of Pavement Resurfacing Services, under full and open competition. On October 9, 2020 at bid closing three (3) bids were received. The bids were evaluated following the guidelines published in the soliciation. Two (2) bids were found to be non-responsive. H&R was the responsive and responsible Bidder. On October 29, 2020,an award was recommended and approved (please see attached), however after further discussion with Public Works, on November 16, 2020, a BAFO letter (please see attached) was issued to H&R to request additional savings on their original bid pricing submittal. H&R returned the BAFO providing a savings of $36.05 for each group over the course of the contract. Public Works has approved the BAFO.

Consequently, approval of this recommendation to award is requested. Your signature below will indicate approval of this recommendation.

Approved: _____ Date: 12/21/20

Arthur Noriega V. City Manager

AP:tg

c: Fernando Casamayor, Assistant City Manager/Chief Financial Officer
Nzeribe Ihekwaba, Ph.D, P.E., Assistant City Manager, Chief of Infrastructure
Alan Dodd, P.E., Director/Chief Resilience Officer, Resilience and Public Works
Yadissa A. Calderon, CPPB, Assistant Director, Procurement

AGENDA ITEM SUMMARY FORM

File ID: #8453

Date: 01/07/2021

Requesting Department: Department of Resilience and Public Works

Commission Meeting Date: 03/11/2021

Sponsored By:

District Impacted: All

Type: Resolution

Subject: Accept Bid - H&R Paving, Inc.

Purpose of Item:

The nature of this item is to authorize a resolution of the Miami City Commission, accepting the bid received on October 9, 2020 pursuant to IFB 1115382 from the lowest responsive and responsible bidder, H&R Paving, Inc. ("H&R Paving") for the provision of pavement resurfacing services, on and as-needed basis, for the Department of Resilience and Public Works (“Public Works”), on an as needed basis, for an initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods, allocating funds from Public Works' Account No. 40-B73102E and other funding sources, subject to the availability of funds and budget approval at the time of need; authorizing the City Manager to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Background of Item:

On September 11, 2020, the Department of Procurement (“Procurement”), on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, on an as-needed basis, under full and open competition to obtain the services of an experienced and qualified Bidder for the purpose of providing pavement resurfacing and roadway repair services. On October 9, 2020, three (3) bids were received. Two (2) vendors were deemed non-responsive, Procurement is recommending award to H&R Paving, which met all requirements, per the bid specifications, and is the apparent and responsive and responsible bidder. The estimated contract amount is approximately $200,176.35 annually for Group 1 - Non-Federally Funded Projects; and $200,181.33 annually for Group 2 - Federally Funded Projects (approximately $1,401,234.45 for Group 1 and $1,401,269.31 for Group 2 for all seven (7) years.

Budget Impact Analysis

Item is an Expenditure
Item has NO budget impact
Item is NOT funded by Bonds

Total Fiscal Impact:
$200,176.35 annually Group 1; $200,181.33 annually Group 2; See background notes.
General Account No.: 40-B73102E

Reviewed By

Department of Resilience and Public Works Review	Completed	01/07/2021 11:34 AM	Juvenal Santana	Department Head
Office of Management and Budget	Calvin Fifer	Budget Analyst Review	Completed	01/13/2021 6:15 PM
Office of Management and Budget	Leon P Michel	Budget Review	Completed	01/15/2021 8:47 PM
City Manager's Office	Nzeribe Ihekwaba	Assistant City Manager Review	Completed	01/18/2021 11:11 AM
City Manager's Office	Arthur Noriega V	City Manager Review	Completed	01/18/2021 1:00 PM
Legislative Division	Valentin J Alvarez	Legislative Division Review	Completed	01/20/2021 3:42 PM
Office of the City Attorney	Pablo Velez	ACA Review	Completed	02/24/2021 1:56 PM
Office of the City Attorney	Barnaby L. Min	Deputy City Attorney Review	Completed	02/24/2021 2:14 PM
Office of the City Attorney	Victoria Méndez	Approved Form and Correctness	Completed	02/24/2021 5:11 PM
City Commission	Nicole Ewan	Meeting	Completed	03/11/2021 9:00 AM

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

Enactment Number: R-21-0096

File Number: 8453 **Final Action Date:3/11/2021**

A RESOLUTION OF THE MIAMI CITY COMMISSION ACCEPTING THE BID RECEIVED ON OCTOBER 9, 2020 PURSUANT TO INVITATION FOR BID NO. 1115382 FROM THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, H&R PAVING, INC., A FLORIDA PROFIT CORPORATION, FOR THE PROVISION OF PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES, ON AN AS-NEEDED BASIS, FOR THE CITY OF MIAMI'S DEPARTMENT OF RESILIENCE AND PUBLIC WORKS FOR AN INITIAL TERM OF THREE (3) YEARS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS; ALLOCATING FUNDS FROM ACCOUNT NO. 40-B73102E AND SUCH OTHER LEGALLY AVAILABLE FUNDING SOURCES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGETARY APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ANY AND ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALL ALLOCATIONS, APPROPRIATIONS, PRIOR BUDGETARY APPROVALS, COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("CITY CODE"), INCLUDING THE CITY'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN FORMS ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS, AS MAY BE DEEMED NECESSARY FOR SAID PURPOSE.

WHEREAS, the City of Miami's ("City") Department of Resilience and Public Works ("RPW") has a continued need for pavement resurfacing and roadway repair services; and

WHEREAS, on September 11, 2020, pursuant to the City's Procurement Code, on behalf of RPW, the City's Department of Procurement ("Procurement") advertised and issued online Invitation for Bid ("IFB") No. 1115382 for the provision of pavement resurfacing and roadway repair services on an as needed basis; and

WHEREAS, on October 9, 2020, three (3) bids were received in response to this IFB, with the lowest responsive and responsible bid submitted by H&R Paving, Inc., a Florida profit corporation ("H&R Paving");

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

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

Section 2. The bid received on October 9, 2020 pursuant to IFB No. 1115382 from the lowest responsive and responsible Bidder, H&R Paving, for the provision of pavement resurfacing and roadway repair services on an as-needed basis for RPW for an initial term of

three (3) years with the option to renew for two (2) additional two (2) year periods is hereby accepted.

Section 3. Funds shall be allocated from Account No. 40-B73102E and such other legally available funding sources, subject to the availability of funds and budgetary approval at the time of need.

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

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:



Victoria Mendez, City Attorney 2/24/2021

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

City of Miami

CONTRACT AWARD

Procurement Department

IFB NO:	1115382(28)
DESCRIPTION:	PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT:	THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD:	**MARCH 22, 2021 THROUGH MARCH 21, 2024**
COMMODITY CODE:	98852-00

SECTION #1 – VENDOR AWARD

H&R Paving, Inc.
1955 NW 110th Ave
Miami, FL 33172
Contact: Raul Gonzalez
Ph: 305-261-3005
Fax: 305-592-6079
Email: abe@hrpaving.com

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

CC AWARD DATE: MARCH 11, 2021
RESOLUTION NO: **21-0096**

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: YES
APPLICABLE ORDINANCES: N/A

Notes: CONTRACT PERIOD: MARCH 22, 2021 THROUGH MARCH 21, 2024

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Melinda Jeudi
Phone: (305) 416-1784

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912
Email: tgray@miamigov.com

Prepared By: Aimee Gandarilla, 3/22/2021

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
www.miamigov.com/procurement

City of Miami

CONTRACT AWARD

Procurement Department

AMENDMENT NO. 1

IFB NO:	1115382(28)
DESCRIPTION:	PAVEMENT RESURFACING AND ROADWAY REPAIR SERVICES
CONTRACT:	THREE (3) YEARS, W/ OTR FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIOD
CONTRACT PERIOD:	**MARCH 22, 2021 THROUGH MARCH 21, 2024**
COMMODITY CODE:	98852-00

SECTION #1 – VENDOR AWARD

H&R Paving, Inc.
1955 NW 110th Ave
Miami, FL 33172
Contact: Raul Gonzalez
Ph: 305-261-3005
Fax: 305-592-6079
Email: abe@hrpaving.com

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

CC AWARD DATE: MARCH 11, 2021
RESOLUTION NO: **21-0096**

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: YES
APPLICABLE ORDINANCES: N/A

Notes: Pursuant to Section 2.31, Additions /Deletions of Services/Items/Suppliers, the addition of Solid Marking Tape to the contract. Here is the pricing:

Line Item	Item Description	Unit	Quantity	Unit Cost
83	**SOLID MARKING TAPE:** Includes all labor, material and equipment to install a 12" white solid stripe marking on concrete surface.	LF	1	$ 26.25
84	**NEW SHIELD SIGNS:** furnishing and installation of Shield performed thermoplastic 6'x15', 125 MIL signs	EA	1	$2,404.50

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAM, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Buyer: Melinda Jeudi
Phone: (305) 416-1784

SECTION #4 - PROCURING AGENCY

CITY OF MIAM, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-1912
Email: tgray@miamigov.com

Prepared By: Aimee Gandarilla, 11/1/2021

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
www.miamigov.com/procurement

AGENDA ITEM CHEAT SHEET

1. TITLE: IFB 1115382 - PAVEMENT RESURFACING SERVICES

2. TYPE OF CONTRACT (Emergency ratification, SS, Piggyback, IFB, RFP, etc.):

Invitation fo Bid ("IFB")

3. TOTAL FISCAL IMPACT IN THE AGGREGATE: *$200,181.50 annually for Group 1 - Non-Federally F

4. SOURCE OF FUNDING: Parks and Recreation Department ("Parks") and Human Services Department

5. CONTRACT SAVINGS ACHIEVED/REVENUE: N/A

6. SCOPE OF SERVICES:

This nature of this item is to provide pavement resurfacing and roadway repair services.

7. WHAT IS THE TERM OF THE CONTRACT? (Please include OTR's)

The term of this contract is for an initial three (3) years with two (2), two (2) year options to renew.

8. WHAT IS THE METHOD OF AWARD (Group, Item by Item etc.)?

Award of this contract is made to lowest bidder on a group by group basis with a Primary and Secondary basis.

9. IF CITYWIDE, WHAT ARE THE MOST FREQUENT USER DEPARTMENTS?

Resilience and Public Works

10. NAME OF AWARDEE(S):

H&R Paving, Inc.

11. IS THE AWARDEE THE INCUMBENT?

Yes

12. WHEN DOES THE CURRENT CONTRACT EXPIRE?

AUGUST 13, 2020; Contract on extensions

13. IS THE PRICING HIGHER, LOWER OR THE SAME AS THE CURRENT CONTRACT? DESCRIBE PRICE DIFFERENTIAL.

Approximately the same; federally funded projects are new to the contract - hence pricing.

14. WHAT WAS THE PREVIOUS SPEND ON THE CURRENT CONTRACT?

$3,765,440.94

15. HOW MANY BIDDERS/PROPOSERS? IF ONLY ONE BIDDER/PROPOSER, WHAT WERE THE RESULTS OF THE SURVEY?

Three (3) Bidders submitted bids.

16. OTHER INFORMATION (Did Local Preference affect the award; was any firm deemed non-responsive; if yes which one(s) and why; was there a BAFO, and any other pertinent information):

There were three (3) Bidders that submitted bids, two (2) were deemed non-responsive, one for not meeting the five (5) year minimum requirement, and the other for not submitting all the documentation stated in the minimum requirements.

*$200,181.50 annually for Group 1 - Non-Federally Funded Projects and $200,186.48 annually for Group 2 - Federally Funded Projects (approximately $1,401,270.50 for Group 1 and $1,401,305.36 for Group 2 for all seven (7) years.

AGENDA ITEM SUMMARY FORM

FILE ID: _____

Date: 10/26/2020 **Requesting Department:** RPW

Commission Meeting Date: 3/11/2021 **District Impacted:** ALL

Type: ☑ Resolution ☐ Ordinance ☐ Emergency Ordinance ☐ Discussion Item ☐ Other_____

Subject: Invitation for Bid ('IFB") No. 1115382 - Pavement Resurfacing Services

Purpose of Item:

The nature of this item is to authorize a resolution of the Miami City Commission, accepting the bid received on October 9, 2020 pursuant to IFB 1115382 from the lowest responsive and responsible bidder, H&R Paving, Inc. ("H&R Paving") for the provision of pavement resurfacing services, on and as-needed basis, for the Department of Resilience and Public Works (“Public Works”), on an as needed basis, for an initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods, allocating funds from Public Works' Account No. 40-B73102E and other funding sources, subject to the availability of funds and budget approval at the time of need; authorizing the City Manager to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended, ("City Code"), including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Background Information:

On September 11, 2020, the Department of Procurement (“Procurement”), on behalf of Public Works issued IFB No. 1115382, Pavement Resurfacing Services, on an as-needed basis, under full and open competition to obtain the services of an experienced and qualified Bidder for the purpose of providing pavement resurfacing and roadway repair services. On October 9, 2020, three (3) bids were received. Two (2) vendors were deemed non-responsive, Procurement is recommending award to H&R Paving, which met all requirements, per the bid specifications, and is the apparent and responsive and responsible bidder. The estimated contract amount is approximately $200,176.35 annually for Group 1 - Non-Federally Funded Projects; and $200,181.33 annually for Group 2 - Federally Funded Projects (approximately $1,401,234.45 for Group 1 and $1,401,269.31 for Group 2 for all seven (7) years.

Budget Impact Analysis

Does the proposed purchase, legislation, project, or agreement involve a matter for which the Department/Office is requesting payments to occur beyond one (1) year? Please check one: Yes☐ No ☑ If yes, please describe in writing below the lease, debt, loan, or other financial obligation structure being requested in order to fund/finance your proposed purchase, legislation, project, or agreement:_____

☐ **Yes** ☑ **No** **Is this item related to revenue?**
☑ **Yes** ☐ **No** **Is this item an expenditure? If so, please identify funding source below.**

General Account No.: 40-B73102E
Special Revenue Account No.:
OCI Project No.:

☐ **Yes** ☑ **No** **Is this Item funded by bonds?**

Start Up Capital Cost:
Maintenance Cost:
Total Fiscal Impact: $200,176.35 annually Group 1; $200,181.33 annually Group 2; See background notes.

Does the item require approval from the following departments?

☐ **Grants**
☐ **Procurement**
☐ **Risk**

Final Approvals
(SIGN AND DATE)

Dept. Director_____

**all other approvals will be done through Accela*

..Title

A RESOLUTION OF THE MIAMI CITY COMMISSION, ACCEPTING THE BID RECEIVED ON OCTOBER 9, 2020 PURSUANT TO INVITATION FOR BID (“IFB”) 1115382 FROM THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, H&R PAVING, INC. ("H&R PAVING") FOR THE PROVISION OF PAVEMENT RESURFACING SERVICES, ON AN AS-NEEDED BASIS, FOR THE DEPARTMENT OF RESILIENCE AND PUBLIC WORKS (“RPW”), FOR AN INITIAL CONTRACT TERM OF THREE (3) YEARS, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS, ALLOCATING FUNDS FROM ACCOUNT NO. 40-B73102E AND OTHER FUNDING SOURCES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGET APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALLOCATIONS, APPROPRIATIONS AND PRIOR BUDGETARY APPROVALS, AND IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED, ("CITY CODE"), INCLUDING, THE CITY OF MIAMI'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS, AS MAY BE DEEMED NECESSARY FOR SAID PURPOSE.

..Body

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

WHEREAS, RPW has a continued need for pavement resurfacing and roadway repair services, on an as needed basis.; and

WHEREAS, on September 11, 2020, the Department of Procurement (“Procurement”) on behalf of RPW, issued IFB No. 1185386, for the provision of pavement resurfacing and roadway repair services, on an as-needed basis. As required by the Procurement Code, the IFB was advertised and issued on-line.

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

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

Section 2. The bid received October 9, 2020 pursuant to IFB 1115382 from, the lowest responsive and responsible Bidder, H&R Paving, for the provision of pavement resurfacing and roadway repair services on an as-needed basis for an initial contract term of three (3) years, with the option to renew for two (2) additional two (2) year periods. allocating funds from RPW’s’ Account No. 0001.208000.534000.0000.00000 and other funding sources, subject to the availability of funds and budget approval at the time of need, is accepted.

Section 3. he City Manager{1} is authorized to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the City Code, as amended, including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

APPROVED AS TO FORM AND CORRECTNESS:

_____
VICTORIA MÉNDEZ
CITY ATTORNEY

..Footnotes

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

{2} This Resolution shall become effective as specified herein unless vetoed by the Mayor within ten (10) days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission or upon the effective date stated herein, whichever is later.

CITY OF OPA-LOCKA AGREEMENT FOR SIDEWALK INSTALLATION SERVICES

Piggyback City of Miami Invitation for Bid (IFB) 1115382 for Pavement Resurfacing Services

This Agreement is made this ____ day of _____, 2022, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the **"City"),** and H&R Paving, Inc. whose address is 1955 N.W. 110 Avenue, Miami, FL 33172 (the **"Contractor").**

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide pavement resurfacing services to the City (Sidewalk Installation – Phase IV) (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between City of Miami and the Contractor, as set forth in the City of Miami Invitation for Bid for Pavement Resurfacing Services ("the IFB"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through March 21,2024, unless terminated earlier by its terms. The City shall have the option to renew for two (2) additional one-year terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with pavement resurfacing services in accordance with the City's requirements as set forth herein and the Standard Contract between City of Miami and the Contractor dated on or about March 11, 2021 (the "City of Miami Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the City of Miami Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Adelina Gross as Capital Improvements Program Manager, shall be the City Representative and may be reached at (305)953-2868 Ext. 3001.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the City of Miami with regard to any and all provisions of the City of Miami Agreement, the IFB, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein,made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the

requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Darvin Williams, Interim City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy lo: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Raul Gonzalez
1955 N. W. 110 AVE
Miami, FL 33172

Section 5. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

Date:_____

By:_____
Darvin Williams, Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCYFOR THE USE
OF AND RELIANCE
BY THE CITY OF OPA-LOCKA ONLY:

By:_____
City Attorney
Burnadette Norris-Weeks, P.A.

By:_____
Joanna Flores, City Clerk

CONTRACTOR:
H&R Paving, Inc.

By: _____ Witness: _____

_____ _____
PRINT NAME

Date:_____

_____
TITLE

Date:_____

EXHIBIT “A”

Sponsored by: Interim City Manager

RESOLUTION NO. 22-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE URBAN AND COMMUNITY FORESTRY GRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Interim City Manager of the City of Opa-Locka has applied for The Urban and Community Forestry Grant Program which is part of Florida's ongoing initiative to increase and protect existing tree canopies in developed areas; and

WHEREAS, the program is offered for projects implemented on public lands in all Florida counties. The total amount of the requested grant is Fifty Thousand Dollars ($50,000.00) with a City match of Fifty Thousand Dollars ($50,000.00) required; and

WHEREAS, The purpose of the proposed project is twofold. The first is to inventory and assess the oldest and largest street trees in Opa-Locka's urban core neighborhoods to inform both short and long-term resource allocation and risk management strategies. The second is to provide a Tree Canopy Assessment which will establish a baseline measure of the City of Opa-Locka ("City") tree canopy coverage and available planting space, focusing on the land directly owned and controlled by the City within rights-of-way to inform future policy decisions; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to ratify the grant application, as described herein.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The City Commission of the City of Opa-Locka, Florida, hereby ratifies the submission of the grant application for The Urban and Community Forestry Grant Program, attached hereto as Exhibit "A".

SECTION 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Manager Signature:**			
Interim City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*12/14/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account# :*	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organization** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:** Capital Improvement Program		City Manager		

Short Title:

Ratification of Grant Application for Urban and Community Forestry Grant Program

Staff Summary:

In conjunction with the City's grant writing service, staff has applied for The Urban and Community Forestry Grant Program which is part of Florida's ongoing initiative to increase and protect existing tree canopies in developed areas. The program is offered for projects implemented on public lands in all Florida counties. The total amount of the requested grant is $50,000 with a City match of $50,000 required.

The purpose of this project is twofold. The first is to inventory and assess the oldest and largest street trees in Opa-locka's urban core neighborhoods to inform both short and long-term resource allocation and risk management strategies. The second is to provide a Tree Canopy Assessment which will

establish a baseline measure of the City of Opa-lock tree canopy coverage and available planting space, focusing on the land directly owned and controlled by the City within rights-of-way to inform future policy decisions.

Financial Impact: This project is currently not addressed in the approved FY 23 budget. If the grant is received, a budget amendment will be submitted for approval. The grant writing services will be funded from the adopted annual budget for these services of $75,000

Proposed Action:

Staff recommends the City Commission ratify the submission of a grant application for City of Opa-locka Urban and Community Forestry Grant Program

Attachment:

1. Submitted Application

CITY OF
OPA LOCKA
FLORIDA

Tree Inventory and Forest Management Plan







Florida Department of Agriculture and Consumer Services
Urban & Community Forestry Program

City of Opa-locka, 22-DG-11083112-001 – A

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

Application for Federal Financial Assistance Subaward

2 CFR 200

Instructions for Application Packet – Coversheet

*Each field of the coversheet must be completed.
*If a field does not apply, indicate N/A in the field.

All applications must be bound by binder clip or staple – no plastic binders or folders.

1. Federal Financial Assistance Funding Opportunity Number – Record the number shown on the Notice of Funding Opportunity.
2. Amount of funds requested for this project – List the total amount of funds required to complete the scope of work. The name must match to the name listed in SAM.
3. Subrecipient Legal Name – Record the legal name of applicant that will undertake the scope of work. The name must match to the name listed in SAM.
4. Subrecipient FEIN – Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
5. Subrecipient DUNS Number – Record the applicant's DUNS number received from Dun and Bradstreet Data Universal Numbering System (DUNS).
6. Subrecipient Registered in SAM – All applicants must be registered in the System of Award Management (SAM) to obtain federal financial assistance. Individuals are not required to register is SAM.
7. Street Address – Record the street address as recognized by the U.S. Postal Service. Do not record a P.O. Box.
8. City – Record the city.
9. State – Record the state.
10. Zip Code plus 4 – Record the nine-digit U.S. Postal Code.
11. Mailing address (if different from above) – Record a different mailing address.
12. Phone Number – Record a 10-digit (xxx-xxx-xxxx) daytime phone number.
13. Fax Number – Record a 10-digit (xxx-xxx-xxxx) fax number.
14. Is the subrecipient delinquent on any federal debt? Record yes or no. The question applies to the applicant. Categories of federal debt include, but not limited to: delinquent loans, tax, and audit disallowances. If yes, provide an explanation.
15. Cost Sharing (Match) – Record the value of cost share to be provided.
16. Congressional District – Record the applicant's congressional district.
17. Name and contact information for matters involving this application.
18. Subrecipient Type – Circle the type of subrecipient.
19. Descriptive Title of Subrecipient Project – Record a brief descriptive title of the project.
20. Funding Period – Enter the dates, within the award period, as to when the project will begin and finish.
21. Location of Proposed Program/Project – Record the physical address of where the scope of work will be completed.
22. Total # of full-time employees – Record the number of full-time employees. A full-time employee works 40 hours per week.
23. Total # of part-time employees – Record the number of part-time employees. A part-time employee works less than 40 hours per week.
24. Is your organization a 501(c)(3) tax exempt organization? Circle yes or no.
25. Has your organization previously received federal financial assistance from FDACS? Yes or No. Please answer yes if the funding has been received within the last three years.
26. The application must be signed and dated by an authorized representative of the applicant organization.

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

Application for Federal Financial Assistance Subaward

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 22-DG-11083112-001 – A	2. Amount of funds requested for this project: $50,000	
3. Subrecipient Legal Name: City of Opa-locka		
4. Subrecipient FEIN: 59-6000394	5. Subrecipient DUNS Number: 083111823	6. Subrecipient Registered in SAM: YFKCKZNKEVG3
7. Street Address: 780 Fisherman Street		
8. City: Opa-locka	9. State: FL	10. Zip Code plus 4: 33054-3596
11. Mailing address (if different from above): N/A		
12. Phone Number: 305-953-2868	13. Fax Number: 305-953-2870	
14. Is the subrecipient delinquent on any federal debt? No	15. Cost Sharing (Match): $50,000	16. Congressional District: 24
17. Name and contact information of person to be contacted on matters involving this application: Name: Adelina Gross Phone Number: 305-953-2868 ext.: 3001 Email: agross@opalockafl.gov		
18. Subrecipient Type: (Circle one) Indian Tribal Government Individual Institution of Higher Education (Local Government) Non-Profit Organization State Government Other		
19. Descriptive Title of Subrecipient Project: Tree Inventory and Forest Management Plan		
20. Funding Period:	Start Date 3/1/2023	End Date 3/01/2024
21. Location of Proposed Program/Project: City wide throughout the City of Opa-locka, Florida		
22. Total # of full-time employees: 8	23. Total # of part-time employees: 4	
24. Is your organization a 501(c)(3) tax exempt organization? No		
25. Has your organization previously received federal financial assistance from FDACS? ✓		
26. By signing this application, I certify that the statements herein are true, complete and accurate to the best of my knowledge. I have also provided the required attachments and assurances. I agree to comply with all terms and conditions if I accept an award.		
Authorized Representative Name: Darvin Williams	Title: Interim City Manager	
Phone Number: 305-953-2821	Email: dwilliams@opalockafl.gov	
Signature of Authorized Representative:		Date Signed:

FDACS 02032 06/16
Page 2 of 25

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

KEY CONTACT FORM

2 CFR 200

Instructions for Application Packet – Key Contract Form

*Each field of the key contact form must be completed.
*If a field does not apply, indicate N/A in the field.

Federal Financial Assistance Funding Opportunity Number – Record the number shown on the Notice of Funding Opportunity.
Subrecipient FEIN – Record the employer or tax payer identification number as assigned by the Internal Revenue Service.
Subrecipient Legal Name – Record the legal name of applicant that will undertake the scope of work. The name must match to the name listed in SAM.
Contact Project Role: Authorized Representative – Record requested information.
Contact Project Role: Grant Manager – Record requested information.
Contact Project Role: Fiscal Contact – Record requested information.
Contact Project Role: Principal Investigator – Record requested information.

Florida Department of Agriculture and Consumer Services
Division of Administration

KEY CONTACT FORM
2 CFR 200

NICOLE "NIKKI" FRIED
COMMISSIONER

Federal Financial Assistance Funding Opportunity Number: 22-DG-11083112-001 – A	Subrecipient FEIN: 59-6000394	
Subrecipient Legal Name: City of Opa-locka		
Contact Project Role: Authorized Representative		
Name: Darvin Williams		
Title: Interim City Manager	Phone Number: 305-953-2821	Fax Number: (305) 953-2900
Street Address: 780 Fisherman Street, Fourth Floor		
City: Opa-locka	State: FL	Zip Code plus 4: 33054-3596
Mailing address (if different from above): N/A	Email address: dwilliams@opalockafl.gov	
Contact Project Role: Grant Manager		
Name: Adelina Gross		
Title: Manager, Capital Improvement Programs Department	Phone Number: 305-953-2868 ext.: 3001	Fax Number: (305) 953-2900
Street Address: 780 Fisherman Street		
City: Opa-locka	State: FL	Zip Code plus 4: 33054-3596
Mailing address (if different from above): N/A	Email address: agross@opalockafl.gov	
Contact Project Role: Fiscal Contact		
Name: Niema Walker		
Title: Finance Director	Phone Number: 305-953-2868 ext 1316	Fax Number: (305) 953-2900
Street Address: 780 Fisherman Street		
City: Opa-locka	State: FL	Zip Code plus 4: 33054-3596
Mailing address (if different from above): N/A	Email address: nwalker@opalockafl.gov	

Contact Project Role: Principal Investigator		
Name: N/A		
Title: N/A	Phone Number: N/A	Fax Number: N/A
Street Address: N/A		
City: N/A	State: N/A	Zip Code plus 4: N/A
Mailing Address (if different from above): N/A	Email address: N/A	

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

PROJECT NARRATIVE

2 CFR 200

Instructions for Application Packet – Project Narrative

1. Federal Financial Assistance Funding Opportunity Number – Record the number shown on the Notice of Funding Opportunity.
2. Amount of funds requested for this project – List the total amount of funds required to complete the scope of work.
3. Subrecipient Legal Name – Record the legal name of applicant that will undertake the scope of work. The name must match to the name listed in SAM. **Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.**
4. The header section of each page of the project narrative must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The project narrative must not exceed **two 8 ½" by 11" single sided pages**. Additional pages beyond the page limitation will not be considered.
6. The project narrative must include, but is not limited to:
   - A statement of need for the federal financial assistance and how the project will address the need.
   - A description of the expected project outcomes. The measurable objectives and specific targets of the expected project outcomes should be specified.
   - A statement of what environmental or educational value will the community derive from the project. Will citizen involvement and support for the Community's urban forestry program increase?
   - A plan of action to achieve the projected outcomes and how the plan of action will be accomplished.
   - A statement detailing how the project will be publicized in the local community.
   - A timeline of activities or implementation schedule.
   - Collaboration details, if any.
   - Information on key personnel including their background and experience with the project objectives. An indication of the amount of effort the key personnel will provide to the project.
   - Precise location of the project or the area to be served/benefited by the project.
   - A statement of whether this project relates to any other project, current or anticipated.
   - Previous UCF grants received by the applicant – Were they implemented and what was accomplished?
   - A statement of *Tree City* or *Tree Campus USA* certification and growth award.

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

PROJECT NARRATIVE

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 22-DG-11083112-001 – A	2. Amount of funds requested for this project: $50,000
3. Subrecipient Legal Name: City of Opa-locka	
Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.	

Project Narrative:

The City of Opa-locka has been a Tree City USA for the last 5 years, since 2017 through the Arbor Day Foundation. Opa-locka is an urban community occupying 4.2 square miles in the North-Western area of Miami-Dade County, Florida. Unique to Opa-locka, are many buildings that share a Moorish Revival architectural style and downtown street names that follow an Arabian theme. The architecture combined with the street names gives the city a mystical appearance. Many of the downtown buildings are listed on the National Register of Historic Places and are named the Opa-locka Thematic Resource Area (March 22, 1982).

The City has made improving its tree canopy and city landscaping a priority as part of it's redevelopment efforts aimed at improving the quality of life for all residents and visitors to the City. The Historic Downtown area continues to undergo improvements, and the City needs to both beautify and classify the urban tree canopy they have diligently worked to improve.

The trees in the City of Opa-locka provide many benefits in the form of shade for cooling and reduced energy consumption, reduction of air pollutants, stormwater regulation, water quality improvement, increases in property value, and aesthetics linked to mental and physical health. There are costs associated with their maintenance and management and they present liabilities as they age and die in densely populated areas. The purpose of this project is twofold. The first is to inventory and assess the oldest and largest street trees in Opa-locka's urban core neighborhoods. This is to inform both short and long-term resource allocation and risk management strategies. The second is to provide a Tree Canopy Assessment. This will establish a baseline measure of the City of Opa-locka's tree canopy coverage and available planting space, focusing on the land directly owned and controlled by the City of Opa-locka within rights-of-way, to inform future policy decisions. These policy decisions may include (but are not limited to) street tree planting and canopy coverage goals, social justice initiatives, and long-term sustainability issues impacting stormwater, transportation, and energy distribution networks.

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

PROJECT NARRATIVE

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 22-DG-11083112-001 – A	2. Amount of funds requested for this project: $50,000
3. Subrecipient Legal Name: City of Opa-locka	
Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.	

Project Narrative:

Project Narrative Continued:

The assessment data file is to include GIS shapefiles, metadata and a spreadsheet quantifying the tree canopy by various geographic attributes of the City of Opa-locka (parcels, zoning/land use, waterways, and other environmental markings.)

The underserved area for the tree inventory makes this important project key to improving environmental justice for the residents of Opa-locka. The City of Opa-locka reports a 40.4% poverty rate through the 2020 US Census. The downtown area location for the tree inventory is listed in five Climate and Economic Justice Disadvantaged Census tracts which all identified as disadvantaged in a group of categories including Clean Energy and Efficiency, Clean Transit, Sustainable Housing, Legacy Pollution, Health Burdens, and Workforce Development. HUD reports that 85.56% of the residents in the City of Opa-locka report in the Low to Moderate Income level (LMI).

The City is requesting $50,000 from the Florida Department of Agriculture and Consumer Services, 2022 Urban and Community Forestry Grant Program, to assist with the development of the inventory. The City will provide a local cash match of $50,000.

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

SCOPE OF WORK

2 CFR 200

Instructions for Application Packet – Scope of Work

1. Federal Financial Assistance Funding Opportunity Number – Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN – Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name – Record the legal name of applicant that will undertake the scope of work. The name must match to the name listed in SAM.

Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.

4. The header section of each page of the scope of work must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The project narrative must not exceed **two 8 ½" by 11" single sided pages**. Additional pages beyond the page limitation will not be considered.
6. The scope of work must include, but is not limited to:
   - Describe in detail the activity or work to be conducted. Include project location information.
   - Describe specific project objectives, tasks, and deliverables and related timelines for each. Include who will perform the tasks.
   - Objectives and tasks should relate to the project narrative.
   - Discuss how the scope of work is feasible and can be completed within the award period.
   - Provide quantifiable, measurable, and verifiable units of deliverables.
   - Deliverables must be directly related to the scope of work.

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

SCOPE OF WORK

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 22-DG-11083112-001 – A	2. Subrecipient FEIN: 59-6000394
3. Subrecipient Legal Name: City of Opa-locka	
Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.	

Performance Measures

Deliverable #	Item/Task	Item/Task Description	Costs per Unit	Outcome Measures
1	1	Engage Contractor for Tree Inventory and Assessment	$100,000	Contractor identified and engaged
2	1	Tree Inventory	N/A	Tree Inventory
2	2	Tree Canopy Assessment	N/A	Report of Assessment

Describe in detail the activity or work to be conducted.

The Scope of Work includes two major deliverables. Deliverable 1 will be the selection of an experienced and qualified consultant to assist the City with completing the inventory and tree canopy assessment. The selection of the Landscape architect will be done through the City's bidding and procurement process and will follow all procedures and guidelines pertaining to procurement.

Once the Consultant has been selected, Deliverable 2 will be the development of both the Tree Inventory and the Tree Canopy Assessment. Task 1 will be the development of the Tree Inventory. This will be an inventory to assess the oldest and largest street trees in Opa-locka's urban core neighborhoods. Data from this inventory will be used to proactively manage and maintain the downtown urban forest.
Task 2 will be the development of the Tree Canopy Assessment. The Assessment will provide a baseline of current status and be used to inform the City of future tree planting and coverage goals, social justice initiatives, and long-term sustainability issues impacting stormwater, transportation, and energy distribution networks. The assessment data file is to include GIS shapefiles, metadata and a spreadsheet quantifying the tree canopy by various geographic attributes of the City of Opa-locka (parcels, zoning/land use, waterways, and other environmental markings).

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

SCOPE OF WORK

2 CFR 200

1. Federal Financial Assistance Funding Opportunity Number: 22-DG-11083112-001 – A	2. Subrecipient FEIN: 59-6000394
3. Subrecipient Legal Name: City of Opa-locka	

Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.

Performance Measures

Deliverable #	Item/Task	Item/Task Description	Costs per Unit	Outcome Measures
1	1	Engage Contractor for Tree Inventory and Assessment	$100,000	Contractor identified and engaged
2	1	Tree Inventory	N/A	Tree Inventory
2	2	Tree Canopy Assessment	N/A	Report of Assessment

Describe in detail the activity or work to be conducted.

The Tree Inventory and the Tree Canopy Assessment will each include a technical report and a report for community members that will include details on the following:

- Land Cover mapping
- Tree canopy benefits
- Priority planting plan
- Historic change assessment
- Social equity analysis
- General tree health
- Forest fragmentation
- Critical Forest fragmentation
- Urban heat island analysis
- Future tree canopy strategies
- Climate vulnerability for green/grey infrastructure

The project will be managed by the Opa-locka Public Works Department working closely with the Registered Landscape Architect Contractor for the tree inventory and Tree Canopy Assessment. The estimated cost of the project is $100,000. The time needed to complete the project is twelve months.

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

BUDGET PLAN NARRATIVE

2 CFR 200

Instructions for Application Packet – Budget Plan Narrative

1. Federal Financial Assistance Funding Opportunity Number – Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN – Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name – Record the legal name of applicant that will undertake the scope of work. The name must match to the name listed in SAM.
Please note section XII Public Records in the Notice of Federal Financial Assistance Funding Opportunity before including any proprietary or confidential information.
4. The header section of each page of the scope of work must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.
5. The budget plan narrative must not exceed **two 8 ½" by 11" single sided pages**. Additional pages beyond the page limitation will not be considered.
6. Describe line items for each applicable budget category shown on the budget plan. Provide sufficient detail to clearly indicate the estimated funding amounts for each project task contained in the scope of work.
7. Personnel costs – Provide job titles, rate of pay (hourly/salary) and percentage of time to spend on project (FTE) or hours per week. The total for all personnel costs must match to the budget plan. Examples:
   a. To achieve the objective of monitoring ponds within Liberty County will require 10 inspectors working 20 hours per week for 4 weeks at an hourly rate of $25.50. Total cost is $20,400.
   b. To achieve the objective of testing water samples from ponds within Liberty County will require 1 chemist. The chemist will work 20% of their time on the project for one year. The annual salary is $60,000. Total cost is $12,000.
8. Fringe Benefits - Employer costs for social security taxes, worker's compensation, health insurance, life insurance and retirement. A percentage may be used when calculating an amount for the budget plan. Only the actual cost of each fringe benefit is chargeable to the award.
9.Travel - project costs will be evaluated for reasonableness and necessity. Any travel costs must be in compliance with the State of Florida travel rules. **NOT APPLICABLE TO THIS FEDERAL FINANCIAL ASSISTANCE FUNDING OPPORTUNITY**.
10. Equipment - Provide a description of the equipment to be purchased and the task on which the equipment will be used. **NOT APPLICABLE TO THIS FEDERAL FINANCIAL ASSISTANCE FUNDING OPPORTUNITY.**
11. Supplies - Provide a description of the consumable materials to be acquired for each specific deliverable(s).
12. Contractual - Provide an explanation as to the need to hire a third party to complete the work. Provide the rate, number of staff, and task to be completed.
13. Trees – Provide an explanation as to how the trees will be used. Supply species name, amount and cost per unit.
14. Other Expenses - Direct costs, which do not fit any of the other categories. Provide a description, amount, and relationship to a deliverable.
15. Indirect costs are at the rate approved by the applicant's cognizant agency. A copy of the approved rate must be attached to the application. If the applicant has never received a negotiated indirect cost, provide a statement indicating the applicant is electing to charge a de minimis rate of 10% of modified total direct costs**. Indirect costs are not allowable for federal costs in this federal financial assistance funding opportunity. Indirect costs may be used for matching costs.**

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

BUDGET PLAN NARRATIVE

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 22-DG-11083112-001 – A	Subrecipient FEIN: 59-6000394
Subrecipient Legal Name: City of Opa-locka	
Direct Costs	
Personnel Costs	N/A
Fringe Benefits	N/A
Travel (if authorized)	**NOT APPLICABLE TO THIS FEDERAL FINANCIAL ASSISTANCE FUNDING OPPORTUNITY.**
Equipment (if authorized)	**NOT APPLICABLE TO THIS FEDERAL FINANCIAL ASSISTANCE FUNDING OPPORTUNITY.**
Supplies	N/A
Contractual (if authorized)	$100,000
Trees	N/A
Other Expenses	N/A
Indirect Costs	
Indirect Charges	N/A

Florida Department of Agriculture and Consumer Services
Division of Administration

BUDGET PLAN
2 CFR 200

NICOLE "NIKKI" FRIED
COMMISSIONER

Instructions for Application Packet – Budget Plan

1. Federal Financial Assistance Funding Opportunity Number – Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN – Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name – Record the legal name of applicant that will undertake the scope of work. The name must match to the name listed in SAM.

The header section of each page of the scope of work must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name. The applicant shall submit a budget plan for its projected costs to implement the scope of work submitted with the application. **The budget plan shall provide the estimated costs by category in order to carry out the scope of work.**

1. Personnel – list titles of personnel working on the project, along with each individual's estimated number of hours and hourly wage.
2. Fringe Benefits – list the estimated fringe benefits associated with the time for each individual referenced above.
3. Travel - not allowed.
4. Equipment – not allowed.
5. Supplies – list allowable supplies needed along with the number and cost of each item.
6. Contractual – list the name(s) of the individual or company that will be providing their services along with the costs associated with the project.
7. Trees – list the species, size, number of trees, cost per tree and if planting is in included in the price listed.
8. Other expenses – list costs not associated with any of the other direct cost categories.

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

BUDGET PLAN
2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 22-DG-11083112-001 – A	Subrecipient FEIN: 59-6000394
Subrecipient Legal Name: City of Opa-locka	

Category/Description	Cost per Unit	Number of Units	Grant Amount	Match Amount
Personnel -	N/A	N/A	N/A	N/A
Fringe Benefits -	N/A	N/A	N/A	N/A
Travel (not authorized)	N/A	N/A	N/A	N/A
Equipment (not authorized)	N/A	N/A	N/A	N/A
Supplies -	N/A	N/A	N/A	N/A
Contractual (if authorized) -	$100,000	1	$50,000	$50,000
Trees -	N/A	N/A	N/A	N/A
Other Expenses -	N/A	N/A	N/A	N/A
Total Direct Charges	$100,000	1	$50,000	$50,000
Indirect Charges -	N/A	N/A	N/A	N/A
Total Amount	$100,000	1	$50,000	$50,000

Florida Department of Agriculture and Consumer Services
Division of Administration

KEY PERSON/STAFF
2 CFR 200

NICOLE "NIKKI" FRIED
COMMISSIONER

Instructions for Application Packet – Key Person/Staff

1. Federal Financial Assistance Funding Opportunity Number – Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN – Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name – Record the legal name of applicant that will undertake the scope of work. The name must match to the name listed in SAM.

The header section of each page of the scope of work must have the funding opportunity number, subrecipient federal identification number and subrecipient legal name.

Each application must include descriptions of key personnel and their qualifications to meet the requirement of the notice of funding opportunity. An individual form will be completed for each key person/staff member. Include an estimate of the number of hours or percentage of time devoted to the project. Please limit to one page.

Key personnel are individuals who contribute in a substantive and meaningful way to the execution or development of the project. Reimbursement of salary costs are not required for an individual to be considered key personnel. Consultants or contract employees may be included if they meet the definition.

Florida Department of Agriculture and Consumer Services
Division of Administration

KEY PERSON/STAFF
2 CFR 200

NICOLE "NIKKI" FRIED
COMMISSIONER

An individual form must be completed for each key person/staff member. Include an estimate of the number of hours or percentage of time devoted to the project.		
Federal Financial Assistance Funding Opportunity Number: 22-DG-11083112-001 – A	Subrecipient FEIN: 59-6000394	
Subrecipient Legal Name: City of Opa-locka		
Person Name: Adelina Gross	Title: Manager Capital Improvement Programs Department	Hours or % of time devoted to the project: 15
Phone Number: 305-953-2868 ext.: 3001	Email Address: agross@opalockafl.gov	

Qualifications:

Adelina Gross, Manager, Capital Improvement Programs Department will serve as the project manager for the Tree Inventory and Forest Management Plan project. As the Capital Improvement Program Manager for the City of Opa-locka, Ms. Gross is responsible for coordinating, monitoring, and managing the development of project scopes and schedules; preparing capital budgets, estimates, and preliminary schedules; and reviewing costs for active City infrastructure projects. She advises City Management on issues and coordinates the development and implementation of capital improvement plans that support City goals and priorities. She also monitors the implementation of the City and departmental Capital Improvement Plans and coordinates and monitors planning, development, and implementation of the City's general obligation bond programs.

Ms. Gross previously served as the Opa-locka Public Works Operations Manager and was responsible for project planning, manpower forecasts, resource requirements, supervisions and activities including larger capital projects, inspection of job-sites to ensure work quality, management and development of operational, budget and financial data, management of department staff including scheduling, personnel activities, payroll, and report processing, and supervision of wastewater systems operations ensuring operational readiness and regulatory compliance.

Ms. Gross will work with other staff members of the Public Works Department and the Registered Landscape Architect (RLA) to work on measuring the baseline of the City of Opa-locka tree canopy coverage and the tree inventory itself. This will require detailed knowledge of the city layout and historical information to be provided to the RLA.

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

PERFORMANCE SITE/LOCATIONS

2 CFR 200

Instructions for Application Packet – Key Person/Staff

1. Federal Financial Assistance Funding Opportunity Number – Record the number shown on the Notice of Funding Opportunity.
2. Subrecipient FEIN – Record the employer or taxpayer identification number as assigned by the Internal Revenue Service.
3. Subrecipient Legal Name – Record the legal name of applicant that will undertake the scope of work. The name must match to the name listed in SAM.

Each application must include a list of site(s)/location(s) where the work will be performed. For management plans, describe the property as within the municipal boundaries of the city or county.

The reimbursement of facilities cost will only be allowable for site(s)/location(s) listed on the form. The allocation of facilities costs must be based upon the square footage used by the project activities.

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

PERFORMANCE SITE/LOCATIONS

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 22-DG-11083112-001 – A		Subrecipient FEIN: 59-6000394	
Subrecipient Legal Name: City of Opa-locka			
I am submitting an application as an individual, and not on behalf of a company, state, local, or tribal government, academia, or other type of organization.			Check Box ☐
Project/Performance Site Primary Location			
Street Address: City-wide throughout the City of Opa-locka			
City: Opa-locka		State: FL	Zip Code plus 4: 33054-3596
Mailing address (If different from above): N/A			
Phone Number: 305-953-2868	Fax Number: 305-953-2900	County: Miami-Dade	Project/Performance Site Congressional District: 24
Project/Performance Site Location 1			
Street Address: N/A			
City: N/A		State: N/A	Zip Code plus 4: N/A
Mailing address (If different from above): N/A			
Phone Number: N/A	Fax Number: N/A	County: N/A	Project/Performance Site Congressional District: N/A
Project/Performance Site Location 2			
Street Address: N/A			
City: N/A		State: N/A	Zip Code plus 4: N/A
Mailing address (If different from above): N/A			
Phone Number: N/A	Fax Number: N/A	County: N/A	Project/Performance Site Congressional District: N/A

Project/Performance Site Location 3			
Street Address: N/A			
City: N/A		State: N/A	Zip Code plus 4: N/A
Mailing address (If different from above): N/A			
Phone Number: N/A	Fax Number: N/A	County: N/A	Project/Performance Site Congressional District: N/A

Project/Performance Site Location 4			
Street Address: N/A			
City: N/A		State: N/A	Zip Code plus 4: N/A
Mailing address (If different from above): N/A			
Phone Number: N/A	Fax Number: N/A	County: N/A	Project/Performance Site Congressional District: N/A

Project/Performance Site Location 5			
Street Address: N/A			
City: N/A		State: N/A	Zip Code plus 4: N/A
Mailing address (If different from above): N/A			
Phone Number: N/A	Fax Number: N/A	County: N/A	Project/Performance Site Congressional District: N/A

Project/Performance Site Location 6			
Street Address: N/A			
City: N/A		State: N/A	Zip Code plus 4: N/A
Mailing address (If different from above): N/A			
Phone Number: N/A	Fax Number: N/A	County: N/A	Project/Performance Site Congressional District: N/A

Project/Performance Site Location 7			
Street Address: N/A			
City: N/A		State: N/A	Zip Code plus 4: N/A
Mailing address (If different from above): N/A			
Phone Number: N/A	Fax Number: N/A	County: N/A	Project/Performance Site Congressional District: N/A

Florida Department of Agriculture and Consumer Services
Bureau of Finance and Accounting

NICOLE "NIKKI" FRIED
COMMISSIONER

FEDERAL ASSURANCE FOR FEDERAL FINANCIAL ASSISTANCE SUBRECIPIENT AWARD

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 22-DG-11083112-001 – A
Subrecipient Legal Name: City of Opa-locka
Subrecipient FEIN:
59-6000394
As the duly authorized representative of the Subrecipient, I certify that to the extent applicable, the Subrecipient:
1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost(s) to ensure proper planning, management and completion of the project described in this application.
2. Will give the Recipient, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the subrecipient award; and will establish a proper accounting system in accordance with generally accepted accounting principles or Recipient directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frames after receipt of approval of the Recipient.
5. Will comply with the Intergovernmental Personnel Act of 1970 (41 U.S.C.§§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal Statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1972, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C.§§6101-6107), which prohibits discrimination on the basis of age: (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-96), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C.§§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C.§§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C.§§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C.§§276a to 276a-7), the Copeland Act (40 U.S.C.§276c and 18 U.S.C.§874), and the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special fold hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.); (g) protection of endangered species under the Endangered Species Act of1973, as amended (P/L/ 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C.§§1271 et seq.) relating to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C.§470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C.§§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1955 (P/L 89-544, as amended 7 U.S.C.§§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C.§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR, Part 200 Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards, Subpart F Audit Requirements.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) Procuring a commercial sex act during the period of time that the award is in effect or, (3) Using forced labor in the performance of the award or subawards under the award.

20. Will comply with and enforce the requirements for a drug-free workplace as mandated in 2 CFR Part 421, "Requirements for Drug-Free Workplace."	
21. Will comply with 2 CFR 417, Subpart C to ensure that any vendor or subcontractor that carries out the provisions of this agreement are not debarred or suspended.	
22. Will comply with the Executive Order 13513 entitled "Federal Leadership on Reducing Text Messaging While Driving" by prohibiting employees, contractors, and subcontractors from texting while driving on official business and or in federally owned, rented, or leased vehicles or privately owned vehicles when on official government business or when performing any work for or on behalf of or in cooperation with the federal government.	
Authorized Representative Name: Darvin Williams	Title: Interim City Manager
Signature of Authorized Representative:	Date Signed: 11/4/22
Applicant Organization: City of Opa-locka	

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

CERTIFICATION REGARDING LOBBYING

2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 22-DG-11083112-001 – A
Subrecipient Legal Name: City of Opa-locka
Subrecipient FEIN: 59-6000394
The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of an agency, a member of Congress, an officer of employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than $10,000 and not more than $100,000 for each such failure

Authorized Representative Name: Darvin Williams	Title: Interim City Manager
Signature of Authorized Representative:	Date Signed: 11/4/22
Applicant Organization: City of Opa-locka	

Florida Department of Agriculture and Consumer Services
Division of Administration

NICOLE "NIKKI" FRIED
COMMISSIONER

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER FEDERALLY FUNDED TRANSACTIONS

2 CFR 200

Federal Financial Assistance Funding Opportunity Number:	22-DG-11083112-001 – A
Subrecipient Legal Name:	City of Opa-locka
Subrecipient FEIN:	59-6000394

This certification is pursuant to Executive Order 12549, Debarment and Suspension and implemented at 2 CFR parts 180 and 1880.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certifications set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification. In addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
Certification
1. The prospective lower tier participant certifies to the best of its knowledge and belief, that it and its principals;
a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective lower tier participant shall attach an explanation to this proposal.

Authorized Representative Name: Darvin Williams	Title: Interim City Manager
Signature of Authorized Representative:	Date Signed: 11/4/22
Applicant Organization: City of Opa-locka	

Florida Department of Agriculture and Consumer Services
Division of Administration

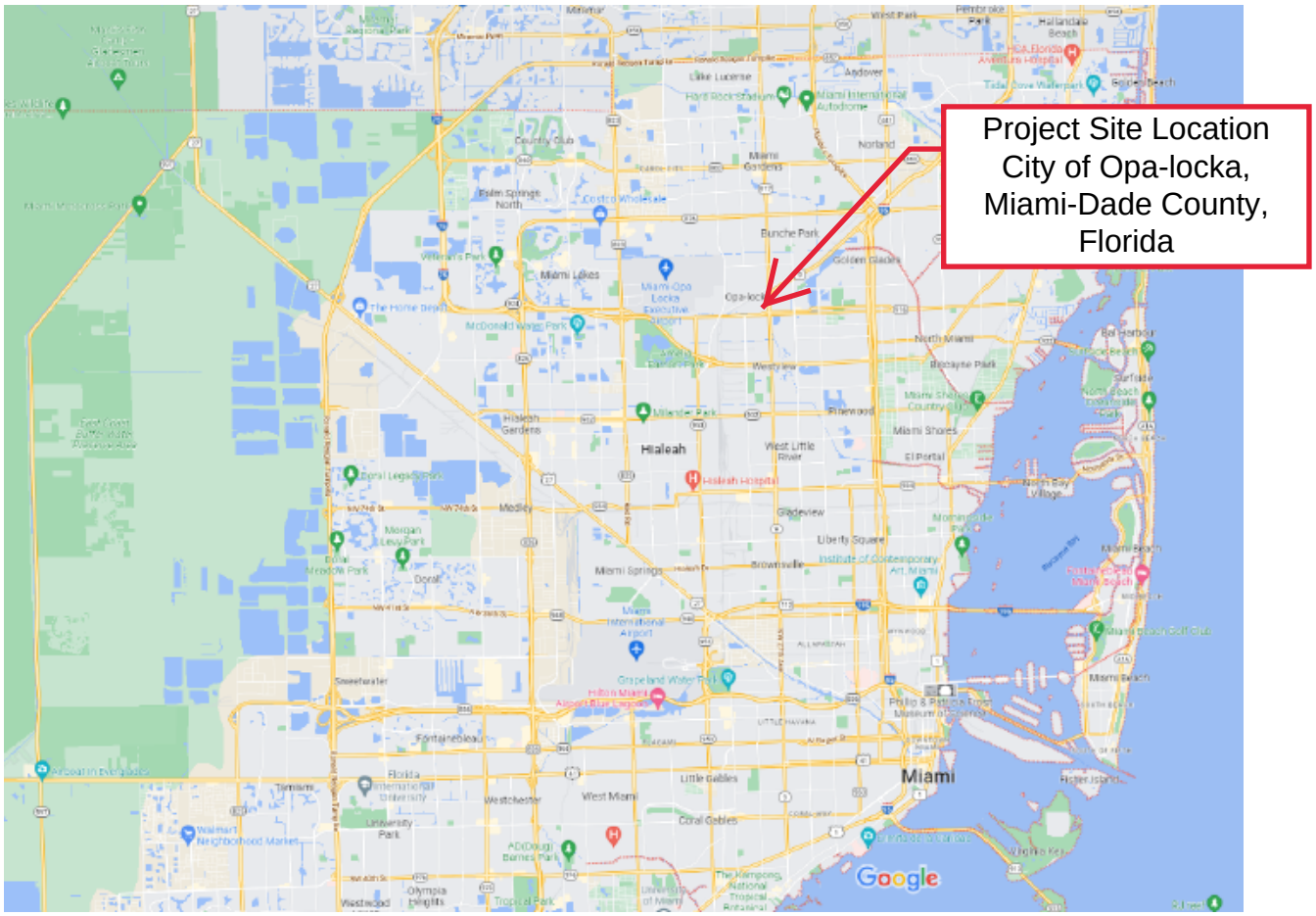
NICOLE "NIKKI" FRIED
COMMISSIONER

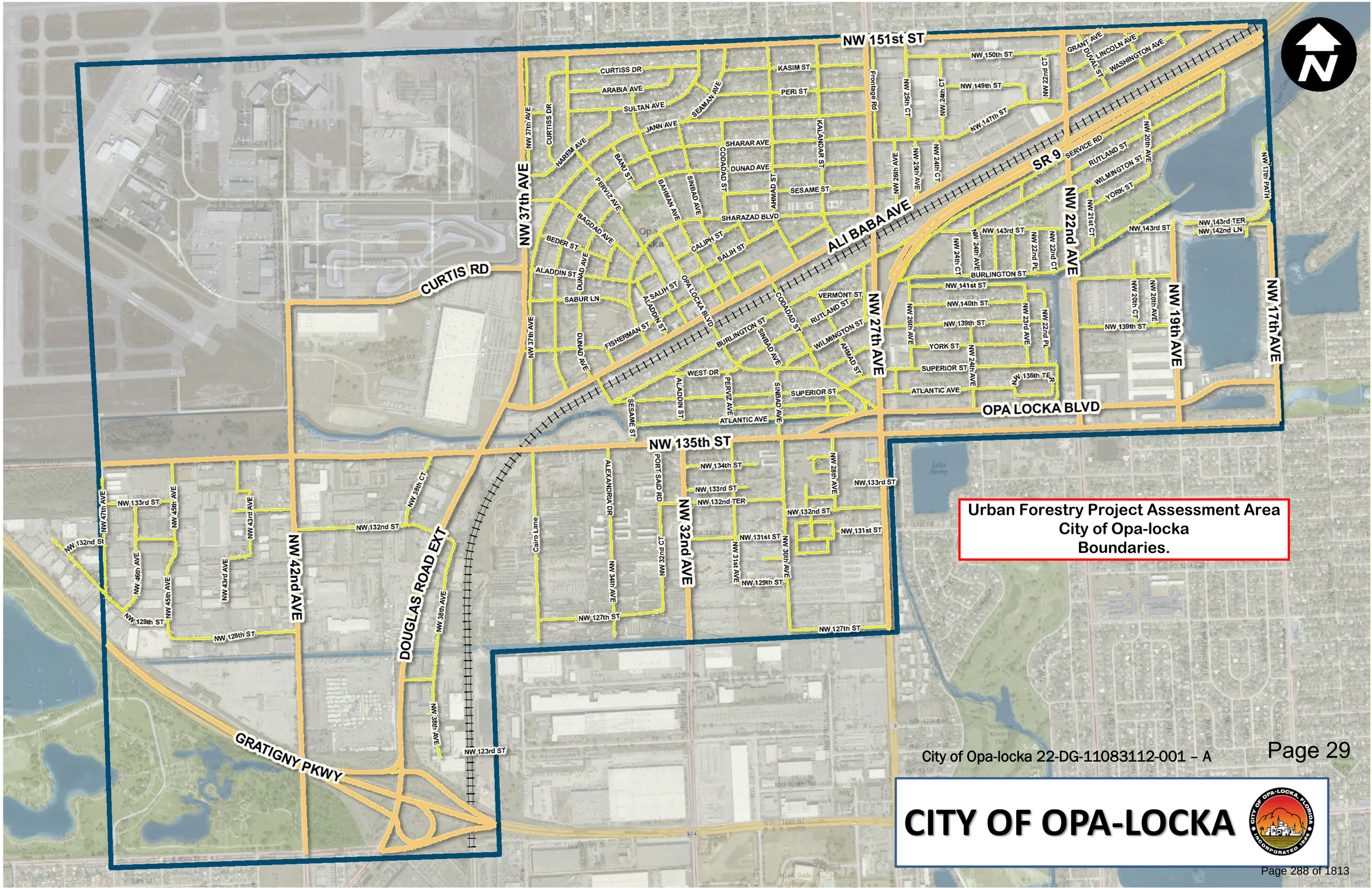
CERTIFICATION STATEMENT
2 CFR 200

Federal Financial Assistance Funding Opportunity Number: 22-DG-11083112-001 – A	
Subrecipient Legal Name: City of Opa-locka	
Subrecipient FEIN: 59-6000394	
By signing this page, the undersigned certifies that:	
A. This application is in all respects fair and submitted in good faith, without collusion or fraud;	
B. If selected through this application process, the subrecipient will work in good faith and in partnership with the Florida Department of Agriculture and Consumer Services to manage its subrecipient agreement in a timely and accurate manner;	
C. Any funds awarded as a result of this application process will not be used to supplant or replace any state or local funds;	
D. Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other federal funds;	
E. No federal funds will be used as match for funds awarded as a result of this application process.	
F. The undersigned has full authority to bind the applicant.	
Authorized Representative Name: Darvin Williams	Title: Interim City Manager
Signature of Authorized Representative:	Date Signed: 11/4/25
Applicant Organization: City of Opa-locka	

City of Opa-locka Tree Inventory and Forest Management Plan

Location Map




NW 151st ST
NW 37th AVE
CURTIS RD
ALI BABA AVE
SR 9
NW 27th AVE
NW 22nd AVE
NW 19th AVE
NW 17th AVE
OPA LOCKA BLVD
NW 135th ST
NW 42nd AVE
DOUGLAS ROAD EXT
GRATIGNY PKWY
NW 32nd AVE
CURTISS DR
ARABIA AVE
SULTAN AVE
JANN AVE
HAREM AVE
BANU ST
PERVIZ AVE
BAGDAD AVE
BEDER ST
ALADDIN ST
SABUR LN
FISHERMAN ST
SEAMAN AVE
KASIM ST
PERI ST
SHARAR AVE
DUNAD AVE
SESAME ST
SHARAZAD BLVD
CALIPH ST
SALIH ST
BAHMAN AVE
SINBAD AVE
CODADAD ST
KALANDAR ST
AHMAD ST
VERMONT ST
RUTLAND ST
WILMINGTON ST
YORK ST
SUPERIOR ST
ATLANTIC AVE
WEST DR
NW 150th ST
NW 149th ST
NW 147th ST
NW 143rd ST
NW 141st ST
NW 140th ST
NW 139th ST
NW 136th TER
NW 134th ST
NW 133rd ST
NW 132nd TER
NW 132nd ST
NW 131st ST
NW 129th ST
NW 127th ST
NW 123rd ST
NW 128th ST
NW 133rd ST
NW 132nd ST
NW 25th CT
NW 24th CT
NW 23rd AVE
NW 28th AVE
NW 24th AVE
NW 22nd PL
NW 22nd CT
NW 21st CT
NW 20th CT
NW 20th AVE
NW 143rd TER
NW 142nd LN
NW 17th PATH
GRANT AVE
LINCOLN AVE
WASHINGTON AVE
DUVAL ST
SERVICE RD
RUTLAND ST
WILMINGTON ST
YORK ST
BURLINGTON ST
Frontage Rd
Cairo Lane
ALEXANDRIA DR
PORT SAID RD
NW 38th CT
NW 38th AVE
NW 34th AVE
NW 32nd CT
NW 31st AVE
NW 30th AVE
NW 28th AVE
NW 47th AVE
NW 46th AVE
NW 45th AVE
NW 43rd AVE
Urban Forestry Project Assessment Area
City of Opa-locka
Boundaries.

City of Opa-locka Tree Inventory and Forest Management Plan

Project Photographs















City of Opa-locka Tree Inventory and Forest Management Plan

Project Photographs













Sponsored by: Interim City Manager

RESOLUTION NO. 22-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR A GRANT FOR THE SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Interim City Manager has applied for a grant provided by the United States Department of Transportation, which provides grants for the Safe Streets and Roads For All (SS4A) Grant Program in support of Secretary of Transportation Buttigieg's National Roadway Safety Strategy and the Department's goal of zero deaths and serious injuries on the nation's roadways.

WHEREAS, the amount of funding being requested is One Hundred Sixty Thousand Dollars ($160,000.00) with a required City match of Forty Thousand Dollars ($40,000.00), for a total project cost of Two Hundred Thousand Dollars ($200,000.00); and

WHEREAS, the City's goal is development of a comprehensive safety action plan (Action Plan) as part of the Opa-Locka 2030 Comprehensive Plan adopted by the City Commission in 2021. The City's goal is to reach zero fatalities and reduce serious injuries by 2030; and

WHEREAS, to achieve this target, the City is looking for funding to develop a Comprehensive Action Plan which will address: 1) Identification of a set of projects and strategies shaped by the data obtained through a safety analysis of existing conditions and historical trends which will provide the baseline level of crashes involving fatalities and serious injuries within the City; 2) Analysis of existing conditions and historical trends associated with the baseline level of crashes involving fatalities and serious injuries within the City; 3) Identification and analysis of specific safety needs associated with high-risk locations, high-risk road features as contributing factors, and crash types with a geospatial identification; 4) Coordination plan and strategies for cooperation and collaboration of inter-and intragovernmental entities, stakeholders, and the community in general; 5) Equity analysis and impact assessment of proposed projects and strategies based on the City's population characteristics; 6) The Action Plan will include an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; along with implementation/adoption of revised or new policies guidelines and/or standards; 7)The Plan will identify a comprehensive set of projects and strategies to address identified safety and equity problems and concerns found during Plan development, with development of a project prioritization list and criteria and timeline of completion of each project; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to ratify the grant application, as described herein.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The City Commission of the City of Opa-Locka, Florida, hereby ratifies the submission of the grant application to the United States Department of Transportation for a grant for the Safe Streets and Roads For All (SS4A) Grant Program, attached hereto as Exhibit "A".

SECTION 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:
Commissioner Bass _____
Commissioner Kelley _____

Commissioner Williams _____
Vice Mayor Ervin _____
Mayor Taylor _____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Manager Signature:**				
Interim City Manager:	Darvin Williams			**CM Signature:**				
Commission Meeting Date:	*12/14/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X		**Enhance Organization** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐					
Sponsor Name	City Manager		**Department:** Capital Improvement Program		City Manager			

Short Title:

Ratification of Grant Application for **the** Safe Streets and Roads for All (SS4A) Grant Program

Staff Summary:

In conjunction with the City's grant writing service, staff has applied for a grant provided by the United States Department of Transportation, which provides grants for the SS4A program in support of Secretary of Transportation Buttigieg's National Roadway Safety Strategy and the Department's goal of zero deaths and serious injuries on the nation's roadways. The amount of funding being requested is $160,000 with a required City match of $40,000, for a total project cost of $200,000.

The City's goal is development of a comprehensive safety action plan (Action Plan) as part of the Opa-locka 2030 Comprehensive Plan adopted by the City Commission in 2021. The City's goal is to reach zero fatalities and reduce serious injuries by 2030.

To achieve this target, the City is looking for funding to develop a Comprehensive Action Plan which will address the following:

- Identification of a set of projects and strategies shaped by the data obtained through a safety analysis of existing conditions and historical trends which will provide the baseline level of crashes involving fatalities and serious injuries within the City.
- Analysis of existing conditions and historical trends associated with the baseline level of crashes involving fatalities and serious injuries within the City.
- Identification and analysis of specific safety needs associated with high-risk locations, high-risk road features as contributing factors, and crash types with a geospatial identification.
- Coordination plan and strategies for cooperation and collaboration of inter-and intragovernmental entities, stakeholders, and the community in general.
- Equity analysis and impact assessment of proposed projects and strategies based on the City's population characteristics.
- The Action Plan will include an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; along with implementation/adoption of revised or new policies guidelines and/or standards.
- The Plan will identify a comprehensive set of projects and strategies to address identified safety and equity problems and concerns found during Plan development, with development of a project prioritization list and criteria and timeline of completion of each project.

Financial Impact: This is an unbudgeted project which will require a budget amendment if the grant is received. The cost of preparing this grant application is covered in the $75,000 budget established for these services in the adopted FY 23 Budget.

Proposed Action:

Staff recommends the City Commission ratify the submission of a grant application safety action plan (Action Plan) as part of the Opa-locka 2030 Comprehensive Plan adopted by the City Commission in 2021. The City's goal is to reach zero fatalities and reduce serious injuries by 2030.

Attachment:

1. Submitted Application

Action Plan Development Proposal

The city of Opa locka intends the development of a comprehensive safety action plan (Action Plan) as part of the Opa-locka 2030 Comprehensive Plan adopted by the City Commission in 2021. The City intends to reach zero fatalities and/or reduce significantly serious injuries by the year 2030.

In order to achieve this target, the City is looking for funding to develop a Comprehensive Action Plan which will address the following:

- Identification of a set of projects and strategies shaped by the data obtained through a safety analysis of existing conditions and historical trends which will provide the baseline level of crashes involving fatalities and serious injuries across the City of Opa-locka

- Analysis of existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across the City.
- Identification and analysis of specific safety needs of high-risk locations, high-risk road feature the contributing factors, and crash types with a geospatial identification.
- Coordination plan and strategies for cooperation and collaboration of inter- and intragovernmental entities, stakeholders, and community in general.
- Equity analysis, and impact assessment of proposed projects and strategies based on City of Opa-locka population characteristics.
- The Action Plan will include an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; along with the implementation/adoption of revised or new policies guidelines and/or standards
- The Plan will identify a comprehensive set of projects and strategies to address identified safety and equity problems, or concerns found during the development, with a project prioritization list and criteria and timeline of completion of each project.

RESOLUTION NO. 22-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) RESILIENT FLORIDA GRANT FOR THE REHABILITATION OF LIFT STATIONS 9 AND 16, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Interim City Manager of the City of Opa-Locka has applied for a grant provided by the Florida Department of Environmental Protection (FDEP) (Resilient Florida Grant), which provides grants to effectively address the impacts of flooding and sea level rise that municipalities are facing; and

WHEREAS, Grant recipients will receive funding assistance to analyze and plan for vulnerabilities, as well as implement projects for adaptation and mitigation.

WHEREAS, renovation of Lift Station 9 and 16, within the City of Opa-Locka ("City"), are deemed to be qualified for this grant. The total amount of the grant request is One Million Five Hundred Thousand Dollars ($1,500,000.00) with no City matching contribution required; and

WHEREAS, the project involves the upgrades of Lift Stations 9 and 16 into more compact submersible configurations, which includes the installation of a new wet-well, valve vault, control panel, pumps, and associated pipeline. The stations are currently above ground and will be demolished. They will be replaced by below ground facilities, and the sites will be restored with new grass areas; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to ratify the grant application, as described herein.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The City Commission of the City of Opa-Locka, Florida, hereby ratifies the submission of the grant application for a Florida Department of Environmental Protection (FDEP) Resilient Florida Grant for the rehabilitation of Lift Stations 9 and 16, within the City, attached hereto as Exhibit "A".

SECTION 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Manager Signature:**			
Interim City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*12/14/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account# :*	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organization** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:** Capital Improvement Program		City Manager		

Short Title:

Ratification of Resilient Florida Grant Application for Lift Stations 9 and 16

Staff Summary:

In conjunction with the City's grant writing service, staff has applied for a grant provided by the Florida Department of Environmental Protection (FDEP) (Resilient Florida Grant), which provides grants to effectively address the impacts of flooding and sea level rise that municipalities are facing. Grant recipients will receive funding assistance to analyze and plan for vulnerabilities, as well as implement projects for adaptation and mitigation. Renovation of Lift Station 9 and 16 are deemed to be qualified for this grant. The total amount of the grant request is $1,500,000 with no City matching contribution required.

The project involves the upgrades of Lift Stations 9 and 16 into more compact submersible configurations, which includes installation of a new wet-well, valve vault, control panel, pumps, and associated pipeline. The stations, which are currently above ground, will be demolished and replaced with below ground structures. The sites will be restored with new grass.

Funding of the rehabilitation of these Lift Stations has also been requested under a separate grant program to increase the likelihood of grant funding being received to complete this project without using ARPA funds.

Financial Impact: Lift Stations 9 and 16 are two of the highest priority City projects. They are currently included on the tentative list of ARPA-funded projects. Receipt of this grant will free up $1,500,000 of ARPA funds for other projects. There is no City match requirement for this grant. The cost of submitting this grant application is covered in the $75,000 budget for this service in the approved FY 23 Budget.

Proposed Action:

Staff recommends the City Commission ratify the submission of a Resilient Florida grant application for rehabilitation of Lift Stations 9 and 16

Attachment:

1. Submitted Application

CITY OF
OPA LOCKA
FLORIDA

Pump Station Elevation

Florida Department of
Environmental Protection
Resilient Florida Program

GRANT APPLICATIONS AVAILABLE FOR REVIEW

RCP Grant Applications

Application Type	Applicant Name	Project Name
Funding for Resilient Florida – Infrastruct...	City of Opa-Locka	Alexandria Avenue Flood Protec
Funding for Resilient Florida – Infrastruct...	City of Opa-Locka	Pump Station Elevation
Funding for Resilient Florida – Planning P...	City of Opa-Locka	Critical Infrastructure Vulnerabi

View Existing Application

Application

Resilient Florida – Infrastructure Grants

1. Applicant Information

Applicant Account
City of Opa-Locka

Applicant Grant Manager
Adelina Gross

Applicant Authorized Signee
Darvin Williams

Applicant Fiscal Agent
Niema Walker

2. Project Information

*

Choose the Entity Category:

County, Municipality, or Authorized Special District Addressing Risks of Flooding or Sea Level Rise Identified in a Vulnerability Assessm...

Choose the project type you are submitting:

Available
Adapt critical assets to effects of flooding and sea level rise

Chosen
Domestic Wastewater Infrastructure

Mitigate threats from flooding and sea level rise
Coastal Flood Control
Cultural or Community Resource
Drinking Water Supply

* (required) Project Title

Pump Station Elevation

List the City(ies)/ Town(s)/Village(s)

City of Opa-locka

Project Geo Location

Latitude

Longitude

Project Location (narrative)

The City of Opa-Locka was incorporated in 1926 and is located within the northwestern area of Miami-Dade County within a geographic area of 4.2 square miles. The City has a mixture of residential, commercial, and industrial zones in addition to a general aviation airport. Similar to the rest of South Florida, the City continues to witness a growth in population, and it is anticipated that with the redevelopment

State Lands or State Parks Utilized

No

Area Served

Available

Alachua
Baker
Bay
Bradford
Brevard

Chosen

Miami-Dade

Sponsor City/County

--None--

2A. General Information

Background

Explain the demonstrated need(s) and how the project will address those needs.

One of the most significant challenges for the community is effective wastewater management and the mitigation of threats to the essential sewer service. Many of the City's sanitary sewer pump stations are not resilient and are vulnerable to the impacts of flooding and other natural weather conditions. As conditions in the region continue to produce frequent and more severe storms

Explain how the proposed project fits into the Project Types chosen above.

The development of resilient wastewater infrastructure fits into the project category “Domestic wastewater infrastructure.” The project will rehabilitate three critical assets in the pump stations. The hardening of the stations will mitigate increasing risks from severe weather such as flooding. The project is needed to ensure reliable and safe wastewater service to 331 properties in the

2B. Project Scoring Criteria

- Tier 1 Criteria Information
- Tier 2 Criteria Information
- Tier 3 Criteria Information
- Tier 4 Criteria Information
- Additional Information
- Multiagency Information

3. Project Work Plan

Please review the RPG Project Types and Annual Priorities. If including any letters of support or other materials, they should specifically address the Work Plan.

Project Summary

To meet the need of these residents and the surrounding businesses, the City will rehabilitate three wastewater lift stations serving three project impact areas with 331 properties impacted. In addition to hardening the stations to provide reliable and safe sewer services to the properties, the effective operation of the facilities is critical in protecting public health and the environment. Either ex

Project Description

As a result of the vulnerabilities each of the lift stations currently face, the City has already initiated design and engineering. The final plans are anticipated to be complete by the end of December, with permitting to follow in early 2023. The project will be ready to bid and constructed once funding is secured. The City is requesting grant funding to assist with bidding, construction, and construction

Files Uploaded

Name	Type
Median Household - 2020 US Census - Opa locka	PDF
PS Project Impact Maps	PDF

Application Tasks

Complete information about the Tasks

Tasks

Task Number	Title	Work Performed By	Task Description
1	Bidding and Contractor Select...	Contractor only	The City will include t
2	Construction	Contractor only	The City will enter int
3	Project Management	Contractor only	The City will perform

Input task information below.
At least one task is required to submit the application.
Please select "Create New Project Task" to save the record. Once a task is created, it will be added to the table above. To add additional tasks, update the details below and select "Create New Project Task".
To edit a task after creation, you must delete the entry and create a new task to replace it with the correct details. To delete, select the arrow on the table next to the associated task, and select "delete". Then enter the correct task information below and select "Create New Task".

Application Tasks Budget Category

Tasks Budget Category

Task Number	Budget Expense A
3	$88,000.00
2	$1,400,000.00
1	$12,000.00

Input task budget category information below.
Select "Create New Application Task Budget" to save the entry. Repeat for each task until completed. If multiple budget categories are needed for a single task, submit multiple entries until the budget for that task is completed.

Application Tasks Personnel Grantee

Task Personnel Grantee

Complete information about the Task Personnel

Task Number	Position Title	Maximum Hours

NOTE: This section is only necessary if the GRANTEE is performing work on the project as indicated previously under "Task Category." This section is NOT required if a contractor is the only budget category on the project.

Enter the Task Personnel Information for the Grantee

City of Opa-locka
Pump Station Elevation

1. APPLICANT INFORMATION

Municipality:	City of Opa-locka
Grant Manager:	Adelina Gross
Authorized Signee:	Darvin Williams
Fiscal Agent:	Niema Walker

2. PROJECT INFORMATION

Project Type - *Highlight the project type:*

	Mitigate threats from flooding and sea level rise
	Coastal flood control
	Cultural or community resource
X	Domestic wastewater infrastructure
	Drinking water supply
	Emergency facilities
	Land acquisition and conservation
	Living shoreline and erosion control
	Natural system restoration
	Stormwater infrastructure
	Transportation and evacuation
	Utilities infrastructure
	Preconstruction Activities - including design and permitting
	Industrial Wastewater Infrastructure
	Neighborhood-scale Property Floodproofing and Elevation

Project Title

Pump Station Elevation

Project Geo Location (optional)

Latitude:	
Longitude:	

Project Location (narrative)

The City of Opa-Locka was incorporated in 1926 and is located within the northwestern area of Miami-Dade County within a geographic area of 4.2 square miles. The City has a mixture of residential, commercial, and industrial zones in addition to a general aviation airport. Similar to the rest of South Florida, the City continues to witness a growth in population, and it is anticipated that with the redevelopment initiatives the City has introduced, there will be significant growth within the next ten-to-twenty-year time frame. It is therefore incumbent on the City to ensure that its infrastructure meets the current and projected needs of not only an increase in residents but also the growing threat of flooding from changing conditions in the climate.

The project will be implemented in three sanitary service areas/basins located within the City. Each basin is serviced by a lift station that conveys wastewater to the main collection lines and to the treatment facilities. The project impact areas will consist of each basin. Lift station #9 is located near NW

151st in the northern portion of the City and provides sewer to 213 properties. Lift Station #12 is within a commercial area between NW 42nd Avenue and Graighton Parkway. The area is situated on the very western border of the community near the airport. The third project site and impact area is Lift Station #16, also located in the western part of the City. The project impact area includes 27 properties that are served by the stations.

State Lands Utilized

	Yes
x	No

Area Served (County):	Miami-Dade

BACKGROUND

Explain the demonstrated need the project will address those needs.

One of the most significant challenges for the community is effective wastewater management and the mitigation of threats to the essential sewer service. Many of the City's sanitary sewer pump stations are not resilient and are vulnerable to the impacts of flooding and other natural weather conditions. As conditions in the region continue to produce frequent and more severe storms, there is an immediate need to address this problem. The City has completed several major planning initiatives to address these issues and identify the most impactful course of action to protect, first and foremost, public safety and health but also further the economic redevelopment of the community.

The threat from a changing climate to the wastewater system is increasing each year. Reducing inflow and infiltration will reduce the level of contamination, which would improve the physical health of the citizens and reduce wastewater leakage, which could pollute waterways with excess nutrients that wreak havoc on the ecosystems by fueling harmful fumes that could put human health at risk, cause fish kills, and affect coral reefs of interconnecting water surfaces. Rehabilitation of three lift stations by hardening and modernizing them will reduce the potential for these threats to impact service. The elimination of sewage ex-filtration within lift station service areas also poses a threat to the groundwater if not effectively conveyed to the treatment facilities.

Explain how the proposed project fits into the Project Types chosen above.

The development of resilient wastewater infrastructure fits into the project category "Domestic wastewater infrastructure." The project will rehabilitate three critical assets in the pump stations. The hardening of the stations will mitigate increasing risks from severe weather such as flooding. The project is needed to ensure reliable and safe wastewater service to 331 properties in the impact areas

PROJECT SCORING CRITERIA

Tier 1 Criteria Information

Does the project reduce risk of flooding or sea level rise identified in a comprehensive vulnerability assessment or the comprehensive statewide flood vulnerability and sea level rise assessment?

	Yes
x	No

If Yes, please explain.

Does the project reduce risk of compound flooding identified in a vulnerability assessment or the comprehensive statewide flood vulnerability and sea level rise assessment?

	Yes
x	No

If Yes, please explain.

Does the project reduce risk to or adapt a regionally significant asset? This can include relocation.

	Yes
x	No

If Yes, please explain.

What percent of critical assets in the project impact area are considered to be vulnerable?

	None
	1 - 19%
	20 - 39%
	40% - 59%
	60 – 79%
x	80% or more

Please describe the method used to determine the percent selected as well as provide a list of critical assets in the project impact area.

The project will provide protection for three sanitary sewer lift stations that are critical assets. Each one of the assets is vulnerable.

Does the project contribute to existing flood mitigation projects that reduce upland flood damage cost by incorporating new or enhanced structure or natural system restoration and revegetation?

	Yes, by incorporating new or enhanced structure
	Yes, by incorporating natural system restoration and revegetation
	Yes, by incorporating BOTH new or enhanced structure AND natural system restoration and revegetation
x	No

If Yes, please explain.

Tier 2 Criteria Information

What is the current frequency of flooding or erosion in the project impact area?

	No Current flooding or erosion
x	Has experienced flooding or erosion in the last 3 years
	Has been flooded at least 3 times in the last 5 years or is experiencing ongoing erosion

If area has been flooded 3 times in 5 years or is experiencing ongoing erosion, please explain and provide documentation.

What is the current severity of flooding or erosion in the project impact area?

	None
	No current flooding or erosion
x	Flooding greater than 3 inches in last 3 years or has ever experienced unmitigated erosion
	Flooded greater than 1 foot in the current and each of the previous three calendar years, has been flooded for 7 consecutive days, or erosion is critical for the critical asset class

If the project impact area has been flooded greater than 1 foot in the current and each of the previous three calendar years, has been flooded for 7 consecutive days, or erosion is critical for the critical asset class, please explain and provide documentation.

Status of project design

x	Not Designed
	Partially designed or site-specific environmental or geotechnical reports have been completed
	Design is complete (To receive points for a completed design, plans properly certified by a professional in the relevant field must be submitted with the application.)

Permitting and easement acquisition status

x	Necessary permits and easements have been identified
	All permits have been applied for or at least one permit has been approved
	All necessary permit(s) and easement(s) have been authorized/obtained
	No permits or easements are required for the project

If applicable, please provide a list of necessary permits/easements and application statutes.

The proposed scope of work for the project will require the following approvals/permits:

- City of Opa-locka Engineering
- Miami Dade Water and Sewer Dept. (MD-WASD)
- Miami Dade RER Wastewater Section

Are local funding sources committed as cost share or is the project in a financially disadvantaged small community as defined in 380.093(5)(e), F.S.?

X	Yes
	No

If yes, please explain and provide documentation.

The City of Opa-locka is a financially disadvantaged small community. The median household income for the City is $22,494, which is significantly below the State of Florida's median household income. The City has a poverty rate of over 40%.

Does the project include environmental habitat enhancement or nature-based solutions?

	Yes
X	No

If yes, please explain

Does the project impact area include area that is identified as state or federal critical habitat for threatened and endangered species?

	Yes
X	No

If Yes, please explain.

Is the project cost-effective?

X	Yes
	No

If Yes, please explain.

The City has determined the proposed rehabilitation of the lift stations is more cost-effective than replacing each station with a newly constructed facility. The improvements proposed will harden each station, increasing reliability at a much lower cost than new construction.

Tier 3 Criteria Information

Is 50% local, state, or federal cost share secured for the project?

X	No (unless the project is in a financially disadvantaged small community)
	Yes (Cost share has been identified but not appropriated or released)
	Yes (Cost share has been secured)
	The project is in a financially disadvantaged small community and cost share is not required

If 50% cost share has been secured, please provide documentation with the application.

Has state funding previously been awarded for the project? If so, for what?

x	None
	Preconstruction activities other than design and permitting
	Design
	Permitting
	Construction (previous phases)

If previous state funding was awarded, please explain and provide documentation.

Will this project exceed Florida Building Code flood-resistant requirements and local floodplain management regulations?

	Yes
x	No

If Yes, please outline the specific requirements and details relating to how the design exceeds the criteria in order to receive full points.

Tier 4 Criteria Information

Does this project include innovative technologies designed to reduce project costs and provide regional collaboration?

	Yes
x	No

If yes, please specify which technologies will be used and explain why they are innovative as well as how they will reduce cost and provide regional collaboration.

Does the critical asset being adapted or the project impact area contain a financially disadvantaged community?

x	Yes
	No

If yes, please explain the metric used to determine financial disadvantage (ex. Local income compared to state average).

The City of Opa-locka is one of the most financially challenged in the State of Florida. While the City is initiating a major redevelopment effort, the current conditions make the completion of the project an important part of long-term resiliency and economic growth. Over 40% of the residents live in poverty, and the median household income is $22,494, which is 60% less than the State's average. In the project impact areas, the residents, according to HUD, are 78% Low- to Moderate-Income (LMI).

ADDITIONAL INFORMATION

Will this project benefit a spring?

	Yes
x	No

If yes, please explain.

Will this project protect water sources using alternative water supplies?

	Yes
x	No

If yes, please explain.

Will this project construct, upgrade, or expand facilities to provide waste treatment?

x	Yes
	No

If yes, please explain.

The project will upgrade three wastewater lift stations that are critical to moving sewage to the treatment facilities for treatment. The project will harden each station to ensure reliability during flooding and other natural disasters.

Will this project convert septic to sewer?

	Yes
x	No

If yes, please explain.

Does this project include green stormwater infrastructure?

	Yes
x	No

If yes, please explain.

Has this project been submitted to other programs for funding?

	Yes
x	No

If yes, please explain.

What is the population of your community? 16,022

Multiagency Information

Estimated Project Duration

	6 Months
X	12 Months
	18 Months
	24 Months
	30 Months
	36 Months
	42 Months
	48 Months

*Permitting
Brief description of expected permit determinations necessary for project completion or relevant permit information once permitted.

Design and permitting are currently underway and will be completed in early 2023. The required permits for the project include: • City of Opa-locka Engineering • Miami Dade Water and Sewer Dept. (MD-WASD) • Miami Dade RER Wastewater Section

*Lands, Easements, Rights of Way
Brief description of acquisitions or permissions necessary for project completion or relevant information once acquired.

There are no anticipated land acquisitions or approvals needed to complete the proposed improvements.

Critical Infrastructure

x	Yes
	No

Project located in a Coastal Zone?

	Yes
x	No

SLIP Study Required?

	Yes (Upload SLIP Study output)
x	No

Source of Match

	Local Funds
	State Funds
	Federal Funds

Funding Mechanism
Program utilized or local funding mechanism

Local Project Phase

	Planning
X	Pre-construction (design, permitting, etc.)
	Construction
	Post-construction monitoring
	Closed

3. PROJECT WORK PLAN

Please review the RPG Project Types and Annual Priorities. If including any letters of support or other materials, they should specifically address the Work Plan.

Project Summary

To meet the need of these residents and the surrounding businesses, the City will rehabilitate three wastewater lift stations serving three project impact areas with 331 properties impacted. In addition to hardening the stations to provide reliable and safe sewer services to the properties, the effective operation of the facilities is critical in protecting public health and the environment. Either ex-filtration or the inability to move the wastewater to the treatment facility could lead to a public health emergency and contaminated waterways impacting habitats not only in Opa-locka but in adjacent connected waterways.

Project Description

As a result of the vulnerabilities each of the lift stations currently face, the City has already initiated design and engineering. The final plans are anticipated to be complete by the end of December, with permitting to follow in early 2023. The project will be ready to bid and constructed once funding is secured. The City is requesting grant funding to assist with bidding, construction, and construction management. These tasks, once started, will take approximately 12 months and are estimated to cost $1,500,000.

The scope of work for the project involves upgrading each station into a more compact, submersible configuration, which includes the installation of a new wet-well, valve vault, control panel, pumps, and associated pipeline. The control panel will be elevated to comply with base flood elevation.

The project will be administered by the City of Opa-locka through its Public Works Department. Leading the team will be the Director of Public Works & Capital Improvement Programs. The City will coordinate all aspects of the project with other personnel to provide technical assistance in procurement, reporting, inspections, and grant administration. Each member of the team will work with a group of consultants to complete the tasks needed for implementation of the project.

TASKS

Task 1

Task Title

	Pre-design or Feasibility Study
	Data Collection or Study
	Stakeholder Coordination and Planning
	Design and Permitting or Preconstruction Activity
	Project Management
X	Bidding and Contractor Selection (required to be included prior to construction, if project includes construction)
	Construction
	Monitoring
	Public Education
	Equipment Purchase

Work Performed by:

	Grantee Only
X	Contractor Only
	Grantee and Contractor

Task Description

The City will include the preparation of the bid specification and development of the bid solicitation package in the design consultant's agreement. The consultant will work with City staff to finalize the bid solicitation package and provide assistance with pre-bid activities and technical assistance to bidders and review the bids received for completeness.

Goal

Complete the bid solicitation process to select the most qualified and effective construction contractor to implement the project.

Time of Completion

X	1-6 Months	
	1 Year	
	2 Years	
	3 Years	
	Other – add time to completion →	

Select deliverables associated with each task. If your expected deliverable is not part of the field, enter into 'Other Deliverable' field

	Final pre-design documents, feasibility study, or comparable certificate of completion, signed by a Florida-registered Professional Engineer. If applicable, the Sea Level Impact Projection study report.
	Final report or study to include the process and methodology and any data gaps.
	A summary report from each workshop or meeting, including attendee feedback and outcomes, and a copy of all materials created at each workshop or meeting.
	Final design documents signed by a Florida-registered Professional Engineer. If applicable, final permit documents from all appropriate state and federal regulatory agencies.
	Project management reports signed by the Florida-registered Professional Engineer, to include a summary of project and site inspection(s), meeting minutes, and field notes, as applicable.
X	Public notice of advertisement for the bid, complete bid package, and written notice of selected contractor(s).

	Final design and Certificate of Occupancy (if applicable) and Certificate of Completion signed by a Florida-registered Professional Engineer.
	Copy of completed monitoring data, surveys, and final reports for the permit-required work, and documentation of submittal to the appropriate state or federal regulatory agencies.
	Copy of printed material for distribution, including text and graphics, link to website material developed, and dated photograph(s) of installed materials at the project location, if applicable.
	Purchase order(s) and vendor invoice(s) for delivery, installation, and other necessary costs, as applicable.
	Copies of all appraisals, the closing statement or all closing documents, title exam/insurance, property survey, boundary map, and the deed, recorded easement, or property interest.
	Dated color photographs of on-going work and a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request.
	Meeting agenda and sign-in sheets indicating location, date, and time of meeting
	Presentation(s) from the meeting
	Summary report including attendee input and meeting outcomes defining motivations, geographic context, relevant assets, and planning goals for the project
	Report outlining the data compiled and findings of the gap analysis
	A summary of recommendations to address the identified data gaps and actions taken to rectify them, if applicable
	GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the county/municipality and regionally significant assets, classified as defined in s.380.093(2) 1-4, F.S.
	A report summarizing the areas identified as focus areas, with justification for choosing each area
	Tables listing each focus area with any critical assets that are contained inside the focus area
	Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study
	Final Vulnerability Assessment Report detailing the findings, including illustrations via maps and tables, based on the statutory scenarios and standards outlined in the Technical Standards Guidance
	A final list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by
	Letter to FDEP and Florida Division of Emergency Management (FDEM) Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee
	Draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in s. 163.3178(2)(f), F.S.

Expense Budget Category

X	Contractual Services
	Salary/Fringe
	Equipment
	Miscellaneous/Other Expenses
	Land Acquisition

Budget Amount: $12,000

Match Amount: $0.00

Task 2

Task Title

	Pre-design or Feasibility Study
	Data Collection or Study
	Stakeholder Coordination and Planning
	Design and Permitting or Preconstruction Activity
	Project Management
	Bidding and Contractor Selection (required to be included prior to construction, if project includes construction)
X	Construction
	Monitoring
	Public Education
	Equipment Purchase

Work Performed by:

	Grantee Only
X	Contractor Only
	Grantee and Contractor

Task Description

The City will enter into an agreement with the contractor. Upon approval of the construction schedule and pay application format, a notice to proceed will be issued. Upon NTP, the contractor will mobilize and complete the project according to the bid specifications and according to the schedule and budget agreed upon. The contractor will also be expected to coordinate activities with the construction management consultant and provide any required documentation requested.

Goal

Construct effective wastewater infrastructure that will provide long-term protection from flooding.

Time of Completion

	1-6 Months	
X	1 Year	
	2 Years	
	3 Years	
	Other – add time to completion →	

Select deliverables associated with each task. If your expected deliverable is not part of the field, enter into 'Other Deliverable' field

	Final pre-design documents, feasibility study, or comparable certificate of completion, signed by a Florida-registered Professional Engineer. If applicable, the Sea Level Impact Projection study report.
	Final report or study to include the process and methodology and any data gaps.
	A summary report from each workshop or meeting, including attendee feedback and outcomes, and a copy of all materials created at each workshop or meeting.
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	Project management reports signed by the Florida-registered Professional Engineer, to include a summary of project and site inspection(s), meeting minutes, and field notes, as applicable.
	Public notice of advertisement for the bid, complete bid package, and written notice of selected contractor(s).
	Final design and Certificate of Occupancy (if applicable) and Certificate of Completion signed by a Florida-registered Professional Engineer.

	Copy of completed monitoring data, surveys, and final reports for the permit-required work, and documentation of submittal to the appropriate state or federal regulatory agencies.
	Copy of printed material for distribution, including text and graphics, link to website material developed, and dated photograph(s) of installed materials at the project location, if applicable.
X	Purchase order(s) and vendor invoice(s) for delivery, installation, and other necessary costs, as applicable.
	Copies of all appraisals, the closing statement or all closing documents, title exam/insurance, property survey, boundary map, and the deed, recorded easement, or property interest.
	Dated color photographs of on-going work and a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request.
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	GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the county/municipality and regionally significant assets, classified as defined in s.380.093(2) 1-4, F.S.
	A report summarizing the areas identified as focus areas, with justification for choosing each area
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	Letter to FDEP and Florida Division of Emergency Management (FDEM) Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee
	Draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in s. 163.3178(2)(f), F.S.

Expense Budget Category

X	Contractual Services
	Salary/Fringe
	Equipment
	Miscellaneous/Other Expenses
	Land Acquisition

Budget Amount: $1,400,000

Match Amount: $0.00

Task 3

Task Title

	Pre-design or Feasibility Study
	Data Collection or Study
	Stakeholder Coordination and Planning
	Design and Permitting or Preconstruction Activity
x	Project Management
	Bidding and Contractor Selection (required to be included prior to construction, if project includes construction)
	Construction
	Monitoring
	Public Education
	Equipment Purchase

Work Performed by:

	Grantee Only
x	Contractor Only
	Grantee and Contractor

Task Description

The City will perform project management with the assistance of a construction management consultant. It is anticipated that the consultant used for this task will be the same as in Task 1. Working with City staff, the consultant will serve as the contact with the construction contractor. Other responsibilities include reporting, including documentation of progress, inspections, financial reporting, and completion certification.

Goal

Complete the project according to bid specifications while ensuring the work is done properly, safely, on time, and according to budget.

Time of Completion

	1-6 Months	
X	1 Year	
	2 Years	
	3 Years	
	Other – add time to completion →	

Select deliverables associated with each task. If your expected deliverable is not part of the field, enter into 'Other Deliverable' field

	Final pre-design documents, feasibility study, or comparable certificate of completion, signed by a Florida-registered Professional Engineer. If applicable, the Sea Level Impact Projection study report.
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X	Project management reports signed by the Florida-registered Professional Engineer, to include a summary of project and site inspection(s), meeting minutes, and field notes, as applicable.
	Public notice of advertisement for the bid, complete bid package, and written notice of selected contractor(s).
x	Final design and Certificate of Occupancy (if applicable) and Certificate of Completion signed by a Florida-registered Professional Engineer.

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Expense Budget Category

X	Contractual Services
	Salary/Fringe
	Equipment
	Miscellaneous/Other Expenses
	Land Acquisition

Budget Amount: $88,000

Match Amount: $0.00

An official website of the United States government

United States Census Bureau

QuickFacts

Opa-locka city, Florida

QuickFacts provides statistics for all states and counties, and for cities and towns with a ***population of 5,000 or more***.

Table

All Topics	Opa-locka city, Florida
Total employment, percent change, 2019-2020	**X**
PEOPLE	
Population	
Population Estimates, July 1 2021, (V2021)	⚠ 16,022
Population estimates base, April 1, 2020, (V2021)	⚠ 16,454
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	⚠ -2.6%
Population, Census, April 1, 2020	16,463
Population, Census, April 1, 2010	15,219
Age and Sex	
Persons under 5 years, percent	⚠ 9.0%
Persons under 18 years, percent	⚠ 27.4%
Persons 65 years and over, percent	⚠ 12.8%
Female persons, percent	⚠ 49.5%
Race and Hispanic Origin	
White alone, percent	⚠ 32.4%
Black or African American alone, percent (a)	⚠ 58.5%
American Indian and Alaska Native alone, percent (a)	⚠ 0.0%
Asian alone, percent (a)	⚠ 0.1%
Native Hawaiian and Other Pacific Islander alone, percent (a)	⚠ 0.0%
Two or More Races, percent	⚠ 5.3%
Hispanic or Latino, percent (b)	⚠ 40.9%
White alone, not Hispanic or Latino, percent	⚠ 3.5%
Population Characteristics	
Veterans, 2016-2020	415
Foreign born persons, percent, 2016-2020	34.0%
Housing	
Housing units, July 1, 2021, (V2021)	X
Owner-occupied housing unit rate, 2016-2020	31.4%
Median value of owner-occupied housing units, 2016-2020	$169,900
Median selected monthly owner costs -with a mortgage, 2016-2020	$1,349
Median selected monthly owner costs -without a mortgage, 2016-2020	$361
Median gross rent, 2016-2020	$894
Building permits, 2021	X
Families & Living Arrangements	
Households, 2016-2020	5,534
Persons per household, 2016-2020	2.88
Living in same house 1 year ago, percent of persons age 1 year+, 2016-2020	88.4%
Language other than English spoken at home, percent of persons age 5 years+, 2016-2020	47.3%
Computer and Internet Use	
Households with a computer, percent, 2016-2020	81.9%
Households with a broadband Internet subscription, percent, 2016-2020	59.5%
Education	
High school graduate or higher, percent of persons age 25 years+, 2016-2020	68.0%
Bachelor's degree or higher, percent of persons age 25 years+, 2016-2020	8.7%
Health	
With a disability, under age 65 years, percent, 2016-2020	8.7%
Persons without health insurance, under age 65 years, percent	⚠ 22.1%
Economy	
In civilian labor force, total, percent of population age 16 years+, 2016-2020	53.8%
In civilian labor force, female, percent of population age 16 years+, 2016-2020	45.6%
Total accommodation and food services sales, 2017 ($1,000) (c)	D
Total health care and social assistance receipts/revenue, 2017 ($1,000) (c)	14,552
Total transportation and warehousing receipts/revenue, 2017 ($1,000) (c)	169,291
Total retail sales, 2017 ($1,000) (c)	108,391
Total retail sales per capita, 2017 (c)	$6,686
Transportation	

Mean travel time to work (minutes), workers age 16 years+, 2016-2020	26.8
Income & Poverty	
Median household income (in 2020 dollars), 2016-2020	$22,494
Per capita income in past 12 months (in 2020 dollars), 2016-2020	$14,946
Persons in poverty, percent	⚠ 40.4%

BUSINESSES

Businesses	
Total employer establishments, 2020	X
Total employment, 2020	X
Total annual payroll, 2020 ($1,000)	X
Total employment, percent change, 2019-2020	**X**
Total nonemployer establishments, 2019	X
All employer firms, Reference year 2017	494
Men-owned employer firms, Reference year 2017	308
Women-owned employer firms, Reference year 2017	56
Minority-owned employer firms, Reference year 2017	272
Nonminority-owned employer firms, Reference year 2017	182
Veteran-owned employer firms, Reference year 2017	S
Nonveteran-owned employer firms, Reference year 2017	409

GEOGRAPHY

Geography	
Population per square mile, 2020	3,821.5
Population per square mile, 2010	3,535.8
Land area in square miles, 2020	4.31
Land area in square miles, 2010	4.30
FIPS Code	1251650

About datasets used in this table

Value Notes

⚠ Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info ⓘ icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2021) refers to the final year of the series (2020 thru 2021). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2016-2020 ACS 5-year estimates to other ACS estimates. For more information, please visit the 2020 5-year ACS Comparison Guidance page.

Fact Notes

(a) Includes persons reporting only one race
(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data
(b) Hispanics may be of any race, so also are included in applicable race categories

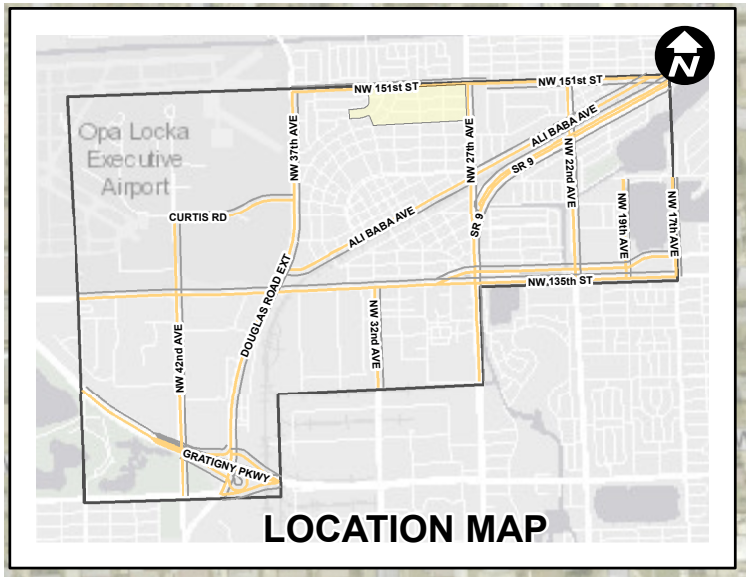
Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper interval of an open ended distribution.
F Fewer than 25 firms
D Suppressed to avoid disclosure of confidential information
N Data for this geographic area cannot be displayed because the number of sample cases is too small.
FN Footnote on this item in place of data
X Not applicable
S Suppressed; does not meet publication standards
NA Not available
Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

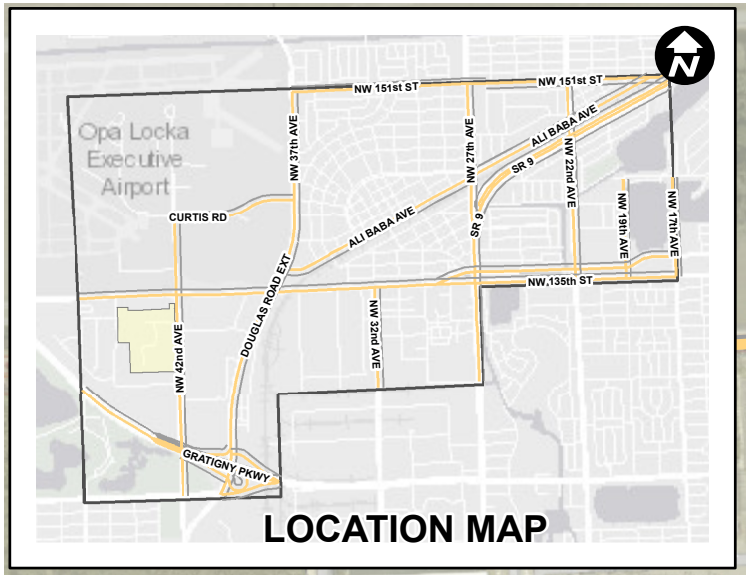
CONNECT WITH US

Accessibility | Information Quality | FOIA | Data Protection and Privacy Policy | U.S. Department of Commerce


Opa Locka Executive Airport
NW 151st ST
NW 37th AVE
NW 27th AVE
ALI BABA AVE
NW 22nd AVE
SR 9
NW 19th AVE
NW 17th AVE
CURTIS RD
ALI BABA AVE
DOUGLAS ROAD EXT
NW,135th ST
NW 42nd AVE
NW 32nd AVE
GRATIGNY PKWY
LOCATION MAP

NW 151st ST
9
NW 153rd Ter
NW 29th Ct
NW 29th Ave
NW 28th Pl
NW 152nd Ter
NW 27th Pl
NW 151st Ter
Unity Blvd
Miami Gardens
Curtiss Dr
Julnar Ave
Seaman Ave
Kasim St
Peri St
Sultan Ave
Jann Ave
Sharar Ave
Ahmad St
NW 27th Ave
SANITARY SEWER
Basin #9
Basin Limits
Properties (213)


Opa Locka Executive Airport
NW 151st ST
NW 37th AVE
NW 27th AVE
ALI BABA AVE
SR 9
NW 22nd AVE
NW 19th AVE
NW 17th AVE
CURTIS RD
DOUGLAS ROAD EXT
NW 42nd AVE
NW 32nd AVE
NW 135th ST
GRATIGNY PKWY
LOCATION MAP
Rufus Rd
NW 47th Ave
NW 135th ST
NW 133rd St
Miami Dade Industrial Park
NW 132nd St
NW 46th Ave
NW 45th Ave
NW 43rd Ave
NW 42nd AVE
Sam's Outlet
Atlantic Hosiery
Dynasty
North Dade Commercial Park
Lejeune Industrial Sites
Ransburg Park
NW 128th St
Gratigny Pkwy
924
12
SANITARY SEWER
Basin #12
Basin Limits
Properties (91)


Opa Locka Executive Airport
NW 151st ST
NW 151st ST
NW 37th AVE
NW 27th AVE
ALI BABA AVE
NW 22nd AVE
SR 9
NW 19th AVE
NW 17th AVE
CURTIS RD
ALI BABA AVE
SR 9
DOUGLAS ROAD EXT
NW,135th ST
NW 42nd AVE
NW 32nd AVE
GRATIGNY PKWY
LOCATION MAP

NW 135th ST
NW 42nd AVE
NW 133rd St
NW 132nd St
NW 128th St
NW 47th Ave
NW 46th Ave
NW 45th Ave
NW 43rd Ave
Miami Dade Industrial Park
Miami-Dade Industrial Park
Ransburg Park
Opa Locka Cana
Atlantic Hosiery
Lejeune Industrial Sites
16
SANITARY SEWER
Basin #16
Basin Limits
Properties (27)

Sponsored by: Interim City Manager

RESOLUTION NO. 22-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) RESILIENT FLORIDA GRANT FOR THE COMMERCE NORTH DRAINAGE AND ROADWAY PROJECT, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Commerce North is one of the highest priority drainage projects for the City of Opa-Locka ("City"); and

WHEREAS, the Interim City Manager has submitted a grant application for a Resilient Florida Grant, provided by the Florida Department of Environmental Protection (FDEP), which provides grants to assist in the development of projects, plans, and policies that allow communities to develop or reconstruct major roadway and stormwater projects. The total amount of the application is Three Million Two Hundred Thousand Dollars ($3,200,000.00) with no City match required; and

WHEREAS, the proposed Project includes reconstruction of all streets within the polygon bounded by Ali Baba Avenue, NW 150th Street, NW 22nd Avenue, and NW 27th Avenue for roadway, drainage, and utility reconstruction and will be in two phases; and

WHEREAS, the first phase of the project will be the design and planning phase of the flowing items: 1) Rehabilitation of the existing poor pavement; 2) Alteration of the horizontal and vertical geometry; 3) Utility system adjustments; 4) Installation of a closed drainage system; 5) Installation of signs and pavement markings; 6) Traffic management. The second phase will be Bidding and Construction; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to ratify the grant application, as described herein.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The City Commission of the City of Opa-Locka, Florida, hereby ratifies the submission of the grant application for the Resilient Florida Grant provided by the Florida Department of Environmental Protection (FDEP) for the Commerce North Drainage and Roadway Project, within the City, attached hereto as Exhibit "A".

SECTION 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public

hearing, by filing a corrected copy of same with the City.

SECTION 4. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Manager Signature:**			
Interim City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*12/14/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
			Public Hearing: *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
	X					X		X
Funding Source: *Account# :*	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X		**Enhance Organization** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	City Manager		**Department:** Capital Improvement Program		City Manager		

Short Title:

Ratification of Grant Application for the Commerce North Drainage and Roadway Project

Staff Summary:

In conjunction with the City's grant writing service, staff has applied for a Resilient Florida Grant provided by the Florida Department of Environmental Protection (FDEP), which provides grants to assist in the development of projects, plans, and policies that allow communities to develop or reconstruct major roadway and stormwater projects. The total amount of the application is $3,200,000 with no City match required.

This project includes reconstruction of all streets within the polygon bounded by Ali Baba Avenue, NW 150th Street, NW 22nd Avenue, and NW 27th Avenue for roadway, drainage, and utility reconstruction and will be in two phases.

The first phase will be the design and planning phase of the flowing items:

1.1. Rehabilitation of the existing poor pavement
1.2. Alteration of the horizontal and vertical geometry
1.3. Utility system adjustments
1.4. Installation of a closed drainage system
1.5. Installation of signs and pavement markings
1.6. Traffic management

The second phase will be:

2.1 Bidding and Construction

Financial Impact: Commerce North is one of the highest priority drainage projects and is currently included in the list of recommended ARPA-funded projects. Receipt of this grant will free up $3,200,000 of ARPA funds for other projects. There is no City match requirement for this grant. The cost of the development of this grant application is covered in the $75,000 budget for these services included in the adopted FY 23 budget.

Proposed Action:

Staff recommends the City Commission ratify the submission of a grant application for the drainage and roadway project of the Commerce North of all the streets within the polygon bounded by Ali Baba Avenue, NW 150th Street, NW 22nd Avenue, and NW 27th Avenue

Attachment:

1. Submitted Application

CITY OF
OPA LOCKA
FLORIDA

Alexandria Avenue Flood Protection



Florida Department of
Environmental Protection
Resilient Florida Program

GRANT APPLICATIONS AVAILABLE FOR REVIEW

RCP Grant Applications

Application Type	Applicant Name	Project Name
Funding for Resilient Florida – Infrastruct...	City of Opa-Locka	Alexandria Avenue Flood Protec
Funding for Resilient Florida – Infrastruct...	City of Opa-Locka	Pump Station Elevation
Funding for Resilient Florida – Planning P...	City of Opa-Locka	Critical Infrastructure Vulnerabi

View Existing Application

Application

Resilient Florida – Infrastructure Grants

1. Applicant Information

Applicant Account
City of Opa-Locka

Applicant Grant Manager
Adelina Gross

Applicant Authorized Signee
Darvin Williams

Applicant Fiscal Agent
Niema Walker

2. Project Information

*

Choose the Entity Category:

County, Municipality, or Authorized Special District Addressing Risks of Flooding or Sea Level Rise Identified in a Vulnerability Assessm...

Choose the project type you are submitting:

Available
Adapt critical assets to effects of flooding and sea level rise

Chosen
Mitigate threats from flooding and sea level rise

Coastal Flood Control
Cultural or Community Resource
Domestic Wastewater Infrastructure
Drinking Water Supply

* (required) Project Title

Alexandria Avenue Flood Protection

List the City(ies)/ Town(s)/Village(s)

City of Opa-locka

Project Geo Location

Latitude

25.90942

Longitude

-80.24021

Project Location (narrative)

The City of Opa-Locka was incorporated in 1926 and is located within the northwestern area of Miami-Dade County within a geographic area of 4.2 square miles. The City has a mixture of residential, commercial, and industrial zones in addition to a general aviation airport. Similar to the rest of South Florida, the City continues to witness a growth in population, and it is anticipated that with the redevelopment

State Lands or State Parks Utilized

No

Area Served

Available

Alachua
Baker
Bay
Bradford
Brevard

Chosen

Miami-Dade

Sponsor City/County

--None--

2A. General Information

Background

Explain the demonstrated need(s) and how the project will address those needs.

One of the most significant challenges for the community is effective stormwater management, and as a result, the reduction of flooding in the City of Opa-Locka has been a focus of the Mayor and Commissioners for many years. As conditions in the region continue to produce frequent and more severe storms, there is an immediate need to address this problem. The City has completed

Explain how the proposed project fits into the Project Types chosen above.

The development of resilient stormwater infrastructure fits into the project category "mitigate threats from flooding and sea level rise." This project will construct new storm drainage including catch basins with baffles and will discharge into an infiltration system. This project also involves the rehabilitation, reconstruction, and upgrade of the roadway to provide more effective drainage and

2B. Project Scoring Criteria

> Tier 1 Criteria Information

> Tier 2 Criteria Information

> Tier 3 Criteria Information

> Tier 4 Criteria Information

> Additional Information

> Multiagency Information

3. Project Work Plan

Please review the RPG Project Types and Annual Priorities. If including any letters of support or other materials, they should specifically address the Work Plan.

Project Summary

To meet the need of these residents and the surrounding businesses, the City will install new stormwater infrastructure with a 70-acre area project impact area. The improvements will install stormwater infrastructure where there is none and enhance the roadways to be more resilient and contribute to the drainage of the area. The project serves to not only mitigate the area's vulnerability to flooding but

Project Description

The development of resilient infrastructure within the project area will lead to the following outcomes:

1. Provide new and effective drainage facilities where none exist in the community

Files Uploaded

Name	Type
Median Household - 2020 US Census - Opa locka	PDF
Project Area Flood Photographs	PDF
Project Impact Map - Alexandria Ave.	PDF

Application Tasks

Complete information about the Tasks

Tasks

Task Number	Title	Work Performed By	Task Description
1	Design and Permitting or Prec...	Contractor only	The City will procure a
2	Bidding and Contractor Select...	Contractor only	The City will include t
3	Construction	Contractor only	The City will enter int
4	Project Management	Contractor only	The City will perform

Input task information below.
At least one task is required to submit the application.
Please select "Create New Project Task" to save the record. Once a task is created, it will be added to the table above. To add additional tasks, update the details below and select "Create New Project Task".
To edit a task after creation, you must delete the entry and create a new task to replace it with the correct details. To delete, select the arrow on the table next to the associated task, and select "delete". Then enter the correct task information below and select "Create New Task".

Application Tasks Budget Category

Tasks Budget Category

Task Number	Budget Expense A
4	$108,000.00
3	$2,924,000.00
2	$28,000.00
1	$140,000.00

Input task budget category information below.
Select "Create New Application Task Budget" to save the entry. Repeat for each task until completed. If multiple budget categories are needed for a single task, submit multiple entries until the budget for that task is completed.

Application Tasks Personnel Grantee

Task Personnel Grantee

Complete information about the Task Personnel

Task Number	Position Title	Maximum Hours

NOTE: This section is only necessary if the GRANTEE is performing work on the project as indicated previously under "Task Category." This section is NOT required if a contractor is

the only budget category on the project.

Enter the Task Personnel Information for the Grantee

Florida Department of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000

City of Opa-locka
Alexandria Avenue Flood Protection

1. APPLICANT INFORMATION

Municipality:	City of Opa-locka
Grant Manager:	Adelina Gross
Authorized Signee:	Darvin Williams
Fiscal Agent:	Niema Walker

2. PROJECT INFORMATION

Project Type - *Highlight the project type:*

X	Mitigate threats from flooding and sea level rise
	Coastal flood control
	Cultural or community resource
	Domestic wastewater infrastructure
	Drinking water supply
	Emergency facilities
	Land acquisition and conservation
	Living shoreline and erosion control
	Natural system restoration
	Stormwater infrastructure
	Transportation and evacuation
	Utilities infrastructure
	Preconstruction Activities - including design and permitting
	Industrial Wastewater Infrastructure
	Neighborhood-scale Property Floodproofing and Elevation

Project Title

Alexandria Avenue Flood Protection

Project Geo Location (optional)

Latitude:	25.90942
Longitude:	-80.24021

Project Location (narrative)

The City of Opa-Locka was incorporated in 1926 and is located within the northwestern area of Miami-Dade County within a geographic area of 4.2 square miles. The City has a mixture of residential, commercial, and industrial zones in addition to a general aviation airport. Similar to the rest of South Florida, the city continues to witness a growth in population, and it is anticipated that with the redevelopment initiatives the city has introduced, there will be significant growth within the next ten-to-twenty-year time frame. It is therefore incumbent on the City to ensure that its infrastructure meets the current and projected needs of not only an increase in residents but also the growing threat of flooding from changing conditions in the climate.

The project will be implemented within a 70-acre area, comprised primarily of commercial and industrial uses. This will represent the project impact area for this submission. The Alexandria Avenue project is situated in the northeast corner of the City and consists of a series of roadways that provide access to

and from the area. These roadways connect to major transportation arteries and are critical for commerce. A map depicting the project location and the impact is attached.

State Lands Utilized

	Yes
x	No

Area Served (County):	Miami-Dade

BACKGROUND

Explain the demonstrated need the project will address those needs.

One of the most significant challenges for the community is effective stormwater management, and as a result, the reduction of flooding in the City of Opa-Locka has been a focus of the Mayor and Commissioners for many years. As conditions in the region continue to produce frequent and more severe storms, there is an immediate need to address this problem. The City has completed several major planning initiatives to address these issues and identify the most impactful course of action to protect, first and foremost, public safety and property but also further the economic redevelopment of the community.

The foundation of any successful redevelopment effort is enhancing the community by providing an infrastructure that makes critical facilities and services reliable. For residents in blighted areas, such as the project area and most of the City, effective public safety, water, roadways, and stormwater are all everyday challenges that discourage growth and decrease the overall quality of life. The residents and businesses in the impact area have dealt with repetitive flooding for many years due to the lack of an integrated stormwater system. The area is a crucial part of the redevelopment efforts for the community and this importance is demonstrated by the Stormwater Master Plan's identification of the proposed project as a priority.

The need for the proposed project was identified by the development of the city-wide Stormwater Master Plan completed in 2022. The stormwater master plan initiative comprised an organized approach to identify problem areas and implement targeted infrastructure improvements and best management practices to alleviate flooding conditions. The Stormwater Master Plan will provide a decision-making tool that facilitates the design of improvements and management of the stormwater infrastructure to provide an adequate level of service to residents and properties within the City. The plan identified the stormwater improvements in the project area as an immediate need.

While most stormwater projects are initiated based on immediate need, communities in South Florida are faced with the challenge of developing critical infrastructure that provides protection today while planning for increased rainfall events and sea-level rise amid a growing population. As with most municipalities in Miami-Dade County, resiliency planning has become a priority with all types of infrastructure. Public projects such as stormwater improvements in the project must provide protection from the level of severe weather that will impact the region a decade from now. Through effective planning with tools such as the Stormwater Master Plan, infrastructure projects can be constructed to benefit the community beyond the primary goal of flood protection. Resilient facilities are cost-effective by spending public funding on projects that will have long lives thus reducing the cost of having to improve or replace in the near future to meet changing conditions.

Explain how the proposed project fits into the Project Types chosen above.

The development of resilient stormwater infrastructure fits into the project category “mitigate threats from flooding and sea level rise.” This project will construct new storm drainage including catch basins with baffles and will discharge into an infiltration system. This project also involves the rehabilitation, reconstruction, and upgrade of the roadway to provide more effective drainage and protection of the streets. The series of improvements being proposed will reduce the existing flooding which occurs now during minimal rain events.

PROJECT SCORING CRITERIA

Tier 1 Criteria Information

Does the project reduce risk of flooding or sea level rise identified in a comprehensive vulnerability assessment or the comprehensive statewide flood vulnerability and sea level rise assessment?

	Yes
x	No

If Yes, please explain.

Does the project reduce risk of compound flooding identified in a vulnerability assessment or the comprehensive statewide flood vulnerability and sea level rise assessment?

	Yes
x	No

If Yes, please explain.

Does the project reduce risk to or adapt a regionally significant asset? This can include relocation.

	Yes
x	No

If Yes, please explain.

What percent of critical assets in the project impact area are considered to be vulnerable?

	None
	1 - 19%
	20 - 39%
x	40% - 59%
	60 – 79%
	80% or more

Please describe the method used to determine the percent selected as well as provide a list of critical assets in the project impact area.

The assessment of the project identified that the roadways and utilities that serve the project impact area are vulnerable to flooding. However, recent flooding events have allowed the identification of the more flood-prone areas where such critical assets are truly vulnerable. It is estimated that half the assets in the impact area are currently vulnerable.

Does the project contribute to existing flood mitigation projects that reduce upland flood damage cost by incorporating new or enhanced structure or natural system restoration and revegetation?

X	Yes, by incorporating new or enhanced structure
	Yes, by incorporating natural system restoration and revegetation
	Yes, by incorporating BOTH new or enhanced structure AND natural system restoration and revegetation
	No

If Yes, please explain.

As part of the project identified in the Stormwater Master Plan, the Alexandria Avenue project will contribute to the flood mitigation projects recently completed or are ongoing throughout the City. The improvement to the stormwater facilities will reduce direct damage to property and infrastructure (roadways, utilities, and services). The elimination of the flooding conditions would serve to reduce upland damage to properties that are created when these major commercial areas are flooded and become impassable.

Tier 2 Criteria Information

What is the current frequency of flooding or erosion in the project impact area?

	No Current flooding or erosion
	Has experienced flooding or erosion in the last 3 years
X	Has been flooded at least 3 times in the last 5 years or is experiencing ongoing erosion

If area has been flooded 3 times in 5 years or is experiencing ongoing erosion, please explain and provide documentation.

The project impact area experiences frequent flooding during rain events. The impact area has flooded more than three times in the last 3 years. Documentation demonstrating the conditions is attached.

What is the current severity of flooding or erosion in the project impact area?

	None
	No current flooding or erosion
X	Flooding greater than 3 inches in last 3 years or has ever experienced unmitigated erosion
	Flooded greater than 1 foot in the current and each of the previous three calendar years, has been flooded for 7 consecutive days, or erosion is critical for the critical asset class

If the project impact area has been flooded greater than 1 foot in the current and each of the previous three calendar years, has been flooded for 7 consecutive days, or erosion is critical for the critical asset class, please explain and provide documentation.

Status of project design

	Not Designed
X	Partially designed or site-specific environmental or geotechnical reports have been completed
	Design is complete (To receive points for a completed design, plans properly certified by a professional in the relevant field must be submitted with the application.)

Permitting and easement acquisition status

X	Necessary permits and easements have been identified
	All permits have been applied for or at least one permit has been approved
	All necessary permit(s) and easement(s) have been authorized/obtained
	No permits or easements are required for the project

If applicable, please provide a list of necessary permits/easements and application statutes.

The proposed scope of work for the project will require the following approvals/permits:

- City of Opa-locka Engineering
- Miami Dade Water and Sewer Dept. (MD-WASD)
- Miami Dade Public Works Roadway Section

Are local funding sources committed as cost share or is the project in a financially disadvantaged small community as defined in 380.093(5)(e), F.S.?

X	Yes
	No

If yes, please explain and provide documentation.

The City of Opa-locka is a financially disadvantaged, small community. The median household income for the City is $22,494, which is significantly below the State of Florida's median household income. The City has a poverty rate of over 40%.

Does the project include environmental habitat enhancement or nature-based solutions?

	Yes
x	No

If yes, please explain

Does the project impact area include area that is identified as state or federal critical habitat for threatened and endangered species?

	Yes
x	No

If Yes, please explain.

Is the project cost-effective?

x	Yes
	No

If Yes, please explain.

The project can be considered cost-effective due to the combination of the stormwater improvements being completed at one time. The ability of the City to implement the project as one phase, by incorporating the installation of the new stormwater elements with the improvements to the roadways will reduce the time needed to achieve effective flood protection and the indirect cost of the impacts on the project area during construction. The cost of the project will also be maximized by the potential savings from less administration and reduction in construction costs due to a contractor being able to complete all the improvements in the area at one time, lessening the costs of mobilization, site conditions, and other expenses that would occur multiple times if the project was completed in phases.

Tier 3 Criteria Information

Is 50% local, state, or federal cost share secured for the project?

X	No (unless the project is in a financially disadvantaged small community)
	Yes (Cost share has been identified but not appropriated or released)
	Yes (Cost share has been secured)
	The project is in a financially disadvantaged small community and cost share is not required

If 50% cost share has been secured, please provide documentation with the application.

Has state funding previously been awarded for the project? If so, for what?

X	None
	Preconstruction activities other than design and permitting
	Design
	Permitting
	Construction (previous phases)

If previous state funding was awarded, please explain and provide documentation.

Will this project exceed Florida Building Code flood-resistant requirements and local floodplain management regulations?

	Yes
X	No

If Yes, please outline the specific requirements and details relating to how the design exceeds the criteria in order to receive full points.

Tier 4 Criteria Information

Does this project include innovative technologies designed to reduce project costs and provide regional collaboration?

	Yes
X	No

If yes, please specify which technologies will be used and explain why they are innovative as well as how they will reduce cost and provide regional collaboration.

Does the critical asset being adapted or the project impact area contain a financially disadvantaged community?

X	Yes
	No

If yes, please explain the metric used to determine financial disadvantage (ex. Local income compared to state average).

The City of Opa-locka is one of the most financially challenged in the State of Florida. While the City is initiating a major redevelopment effort, the current conditions make the completion of the project an important part of long-term resiliency and economic growth. Over 40% of the residents live in poverty,

and the median household income is $22,494, which is 60% less than the State's average. In the project impact area, 72% of the residents are Low to Moderate Income (LMI) according to HUD.

ADDITIONAL INFORMATION

Will this project benefit a spring?

	Yes
x	No

If yes, please explain.

Will this project protect water sources using alternative water supplies?

	Yes
x	No

If yes, please explain.

Will this project construct, upgrade, or expand facilities to provide waste treatment?

	Yes
x	No

If yes, please explain.

Will this project convert septic to sewer?

	Yes
x	No

If yes, please explain.

Does this project include green stormwater infrastructure?

	Yes
x	No

If yes, please explain.

Has this project been submitted to other programs for funding?

	Yes
x	No

If yes, please explain.

What is the population of your community? 16,022

Multiagency Information

Estimated Project Duration

	6 Months
	12 Months
	18 Months
x	24 Months
	30 Months
	36 Months
	42 Months
	48 Months

*Permitting
Brief description of expected permit determinations necessary for project completion or relevant permit information once permitted.

Permitting is required from the following entities below. The scope of work includes obtaining these approvals as part of the design phase of the project.

- City of Opa-locka Engineering
- Miami Dade Water and Sewer Dept. (MD-WASD)
- Miami Dade Public Works Roadway Section

*Lands, Easements, Rights of Way
Brief description of acquisitions or permissions necessary for project completion or relevant information once acquired.

There are no anticipated land acquisitions or approvals needed to complete the proposed improvements.

Critical Infrastructure

X	Yes
	No

Project located in a Coastal Zone?

	Yes
x	No

SLIP Study Required?

	Yes (Upload SLIP Study output)
x	No

Source of Match

	Local Funds
	State Funds
	Federal Funds

Funding Mechanism
Program utilized or local funding mechanism

As a financially disadvantaged community, no local funding or cost share is required.

Local Project Phase

X	Planning
	Pre-construction (design, permitting, etc.)
	Construction
	Post-construction monitoring
	Closed

3. PROJECT WORK PLAN

Please review the RPG Project Types and Annual Priorities. If including any letters of support or other materials, they should specifically address the Work Plan.

Project Summary

To meet the need of these residents and the surrounding businesses, the City will install new stormwater infrastructure with a 70-acre area project impact area. The improvements will install stormwater infrastructure where there is none and enhance the roadways to be more resilient and contribute to the drainage of the area. The project serves to not only mitigate the area's vulnerability to flooding but also further the City's economic redevelopment efforts.

Project Description

The development of resilient infrastructure within the project area will lead to the following outcomes:

1. Provide new and effective drainage facilities where none exist in the community.
2. Develop resilient stormwater infrastructure to meet the increased threat of flooding from 5-year, 10-year, 25-year, and 100-year storm events.
3. Protect residents and businesses from the impacts of flooding including property damage, transportation disruption, and personal safety.
4. Further the City Stormwater Master Plan with the implementation of priority projects.
5. Foster economic redevelopment by providing resilient critical infrastructure.

The City is requesting funding in the amount of $3,200,000. This amount represents 100% of the total project cost. The scope of work for the project includes having consultants complete design, permitting, and bidding and provide construction administration. However, the cost of construction for the stormwater infrastructure will represent the largest percentage of the requested funding. To complete the construction, the City will utilize a construction contractor to complete the following scope of work:

- Stormwater Improvements including catch basins with baffles and will discharge into an infiltration system.
- Rehabilitation of the roadways including the incorporation of the stormwater improvements.

The project will be administered by the City of Opa-locka through its Public Works Department. Leading the team will be the Director of Public Works & Capital Improvement Programs. The City will coordinate all aspects of the project with other personnel to provide technical assistance in procurement, reporting, inspections, and grant administration. Each member of the team will work with a group of consultants to complete the tasks needed for implementation of the project.

TASKS

Task 1

Task Title

	Pre-design or Feasibility Study
	Data Collection or Study
	Stakeholder Coordination and Planning
X	Design and Permitting or Preconstruction Activity
	Project Management
	Bidding and Contractor Selection (required to be included prior to construction, if project includes construction)
	Construction
	Monitoring
	Public Education
	Equipment Purchase

Work Performed by:

	Grantee Only
X	Contractor Only
	Grantee and Contractor

Task Description

The City will procure a stormwater engineering consultant through a competitive bid process. The consultant will then use the recommendations of the stormwater master plan as a foundation to plan for improvements to the project area to develop the final design. The consultant will also complete permitting.

Goal

Use available data and existing conditions to develop an effective design to construct the project.

Time of Completion

	1-6 Months	
X	1 Year	
	2 Years	
	3 Years	
	Other – add time to completion →	

Select deliverables associated with each task. If your expected deliverable is not part of the field, enter into 'Other Deliverable' field

	Final pre-design documents, feasibility study, or comparable certificate of completion, signed by a Florida-registered Professional Engineer. If applicable, the Sea Level Impact Projection study report.
	Final report or study to include the process and methodology and any data gaps.
	A summary report from each workshop or meeting, including attendee feedback and outcomes, and a copy of all materials created at each workshop or meeting.
x	Final design documents signed by a Florida-registered Professional Engineer. If applicable, final permit documents from all appropriate state and federal regulatory agencies.
	Project management reports signed by the Florida-registered Professional Engineer, to include a summary of project and site inspection(s), meeting minutes, and field notes, as applicable.
	Public notice of advertisement for the bid, complete bid package, and written notice of selected contractor(s).

	Final design and Certificate of Occupancy (if applicable) and Certificate of Completion signed by a Florida-registered Professional Engineer.
	Copy of completed monitoring data, surveys, and final reports for the permit-required work, and documentation of submittal to the appropriate state or federal regulatory agencies.
	Copy of printed material for distribution, including text and graphics, link to website material developed, and dated photograph(s) of installed materials at the project location, if applicable.
	Purchase order(s) and vendor invoice(s) for delivery, installation, and other necessary costs, as applicable.
	Copies of all appraisals, the closing statement or all closing documents, title exam/insurance, property survey, boundary map, and the deed, recorded easement, or property interest.
	Dated color photographs of on-going work and a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request.
	Meeting agenda and sign-in sheets indicating location, date, and time of meeting
	Presentation(s) from the meeting
	Summary report including attendee input and meeting outcomes defining motivations, geographic context, relevant assets, and planning goals for the project
	Report outlining the data compiled and findings of the gap analysis
	A summary of recommendations to address the identified data gaps and actions taken to rectify them, if applicable
	GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the county/municipality and regionally significant assets, classified as defined in s.380.093(2) 1-4, F.S.
	A report summarizing the areas identified as focus areas, with justification for choosing each area
	Tables listing each focus area with any critical assets that are contained inside the focus area
	Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study
	Final Vulnerability Assessment Report detailing the findings, including illustrations via maps and tables, based on the statutory scenarios and standards outlined in the Technical Standards Guidance
	A final list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by
	Letter to FDEP and Florida Division of Emergency Management (FDEM) Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee
	Draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in s. 163.3178(2)(f), F.S.

Expense Budget Category

x	Contractual Services
	Salary/Fringe
	Equipment
	Miscellaneous/Other Expenses
	Land Acquisition

Budget Amount: $140,000

Match Amount: $0.00

Task 2

Task Title

	Pre-design or Feasibility Study
	Data Collection or Study
	Stakeholder Coordination and Planning
	Design and Permitting or Preconstruction Activity
	Project Management
x	Bidding and Contractor Selection (required to be included prior to construction, if project includes construction)
	Construction
	Monitoring
	Public Education
	Equipment Purchase

Work Performed by:

	Grantee Only
X	Contractor Only
	Grantee and Contractor

Task Description

The City will include the preparation of the bid specification and development of the bid solicitation package in the design consultant's agreement. The consultant will work with City staff to finalize the bid solicitation package and provide assistance with pre-bid activities, technical assistance to bidders, and review the bids received for completeness.

Goal

Complete the bid solicitation process to select the most qualified and effective construction contractor to implement the project.

Time of Completion

X	1-6 Months	
	1 Year	
	2 Years	
	3 Years	
	Other – add time to completion →	

Select deliverables associated with each task. If your expected deliverable is not part of the field, enter into 'Other Deliverable' field

	Final pre-design documents, feasibility study, or comparable certificate of completion, signed by a Florida-registered Professional Engineer. If applicable, the Sea Level Impact Projection study report.
	Final report or study to include the process and methodology and any data gaps.
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	Project management reports signed by the Florida-registered Professional Engineer, to include a summary of project and site inspection(s), meeting minutes, and field notes, as applicable.
X	Public notice of advertisement for the bid, complete bid package, and written notice of selected contractor(s).
	Final design and Certificate of Occupancy (if applicable) and Certificate of Completion signed by a Florida-registered Professional Engineer.

	Copy of completed monitoring data, surveys, and final reports for the permit-required work, and documentation of submittal to the appropriate state or federal regulatory agencies.
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	GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the county/municipality and regionally significant assets, classified as defined in s.380.093(2) 1-4, F.S.
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	Letter to FDEP and Florida Division of Emergency Management (FDEM) Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee
	Draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in s. 163.3178(2)(f), F.S.

Expense Budget Category

X	Contractual Services
	Salary/Fringe
	Equipment
	Miscellaneous/Other Expenses
	Land Acquisition

Budget Amount: $28,000

Match Amount: $0.00

Task 3

Task Title

	Pre-design or Feasibility Study
	Data Collection or Study
	Stakeholder Coordination and Planning
	Design and Permitting or Preconstruction Activity
	Project Management
	Bidding and Contractor Selection (required to be included prior to construction, if project includes construction)
X	Construction
	Monitoring
	Public Education
	Equipment Purchase

Work Performed by:

	Grantee Only
X	Contractor Only
	Grantee and Contractor

Task Description

The City will enter into an agreement with the contractor. Upon approval of the construction schedule and pay application format, a notice to proceed will be issued. Upon NTP, the contractor shall mobilize and complete the project according to the bid specifications and according to the schedule and budget agreed upon. The contractor will also be expected to coordinate activities with the construction management consultant and provide any required documentation requested.

Goal

Construct effective stormwater and transportation infrastructure that will provide long-term protection from flooding.

Time of Completion

	1-6 Months	
X	1 Year	
	2 Years	
	3 Years	
	Other – add time to completion →	

Select deliverables associated with each task. If your expected deliverable is not part of the field, enter into 'Other Deliverable' field

	Final pre-design documents, feasibility study, or comparable certificate of completion, signed by a Florida-registered Professional Engineer. If applicable, the Sea Level Impact Projection study report.
	Final report or study to include the process and methodology and any data gaps.
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	Public notice of advertisement for the bid, complete bid package, and written notice of selected contractor(s).
	Final design and Certificate of Occupancy (if applicable) and Certificate of Completion signed by a Florida-registered Professional Engineer.

	Copy of completed monitoring data, surveys, and final reports for the permit-required work, and documentation of submittal to the appropriate state or federal regulatory agencies.
	Copy of printed material for distribution, including text and graphics, link to website material developed, and dated photograph(s) of installed materials at the project location, if applicable.
x	Purchase order(s) and vendor invoice(s) for delivery, installation, and other necessary costs, as applicable.
	Copies of all appraisals, the closing statement or all closing documents, title exam/insurance, property survey, boundary map, and the deed, recorded easement, or property interest.
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	Letter to FDEP and Florida Division of Emergency Management (FDEM) Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee
	Draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in s. 163.3178(2)(f), F.S.

Expense Budget Category

x	Contractual Services
	Salary/Fringe
	Equipment
	Miscellaneous/Other Expenses
	Land Acquisition

Budget Amount: $2,924,000

Match Amount: $0.00

Task 4

Task Title

	Pre-design or Feasibility Study
	Data Collection or Study
	Stakeholder Coordination and Planning
	Design and Permitting or Preconstruction Activity
x	Project Management
	Bidding and Contractor Selection (required to be included prior to construction, if project includes construction)
	Construction
	Monitoring
	Public Education
	Equipment Purchase

Work Performed by:

	Grantee Only
	Contractor Only
	Grantee and Contractor

Task Description

The City will perform project management with the assistance of a construction management consultant. It is anticipated that the consultant used for this task will be the same as in Tasks 1 and 2. Working with City Staff, the consultant will serve as the contact with the construction contractor. Other responsibilities include reporting including documentation of progress, inspections, financial reporting, and completion certification.

Goal

Complete the project according to bid specifications while ensuring the work is done properly, safely, on time, and according to budget.

Time of Completion

	1-6 Months	
X	1 Year	
	2 Years	
	3 Years	
	Other – add time to completion →	

Select deliverables associated with each task. If your expected deliverable is not part of the field, enter into 'Other Deliverable' field

	Final pre-design documents, feasibility study, or comparable certificate of completion, signed by a Florida-registered Professional Engineer. If applicable, the Sea Level Impact Projection study report.
	Final report or study to include the process and methodology and any data gaps.
	A summary report from each workshop or meeting, including attendee feedback and outcomes, and a copy of all materials created at each workshop or meeting.
	Final design documents signed by a Florida-registered Professional Engineer. If applicable, final permit documents from all appropriate state and federal regulatory agencies.
x	Project management reports signed by the Florida-registered Professional Engineer, to include a summary of project and site inspection(s), meeting minutes, and field notes, as applicable.
	Public notice of advertisement for the bid, complete bid package, and written notice of selected contractor(s).
x	Final design and Certificate of Occupancy (if applicable) and Certificate of Completion signed by a Florida-registered Professional Engineer.

x	Copy of completed monitoring data, surveys, and final reports for the permit-required work, and documentation of submittal to the appropriate state or federal regulatory agencies.
	Copy of printed material for distribution, including text and graphics, link to website material developed, and dated photograph(s) of installed materials at the project location, if applicable.
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	Letter to FDEP and Florida Division of Emergency Management (FDEM) Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee
	Draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in s. 163.3178(2)(f), F.S.

Expense Budget Category

x	Contractual Services
	Salary/Fringe
	Equipment
	Miscellaneous/Other Expenses
	Land Acquisition

Budget Amount: $108,000

Match Amount: $0.00

An official website of the United States government

United States Census Bureau

QuickFacts

Opa-locka city, Florida

QuickFacts provides statistics for all states and counties, and for cities and towns with a ***population of 5,000 or more***.

Table

All Topics	Opa-locka city, Florida
Total employment, percent change, 2019-2020	**X**
PEOPLE	
Population	
Population Estimates, July 1 2021, (V2021)	⚠ 16,022
Population estimates base, April 1, 2020, (V2021)	⚠ 16,454
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	⚠ -2.6%
Population, Census, April 1, 2020	16,463
Population, Census, April 1, 2010	15,219
Age and Sex	
Persons under 5 years, percent	⚠ 9.0%
Persons under 18 years, percent	⚠ 27.4%
Persons 65 years and over, percent	⚠ 12.8%
Female persons, percent	⚠ 49.5%
Race and Hispanic Origin	
White alone, percent	⚠ 32.4%
Black or African American alone, percent (a)	⚠ 58.5%
American Indian and Alaska Native alone, percent (a)	⚠ 0.0%
Asian alone, percent (a)	⚠ 0.1%
Native Hawaiian and Other Pacific Islander alone, percent (a)	⚠ 0.0%
Two or More Races, percent	⚠ 5.3%
Hispanic or Latino, percent (b)	⚠ 40.9%
White alone, not Hispanic or Latino, percent	⚠ 3.5%
Population Characteristics	
Veterans, 2016-2020	415
Foreign born persons, percent, 2016-2020	34.0%
Housing	
Housing units, July 1, 2021, (V2021)	X
Owner-occupied housing unit rate, 2016-2020	31.4%
Median value of owner-occupied housing units, 2016-2020	$169,900
Median selected monthly owner costs -with a mortgage, 2016-2020	$1,349
Median selected monthly owner costs -without a mortgage, 2016-2020	$361
Median gross rent, 2016-2020	$894
Building permits, 2021	X
Families & Living Arrangements	
Households, 2016-2020	5,534
Persons per household, 2016-2020	2.88
Living in same house 1 year ago, percent of persons age 1 year+, 2016-2020	88.4%
Language other than English spoken at home, percent of persons age 5 years+, 2016-2020	47.3%
Computer and Internet Use	
Households with a computer, percent, 2016-2020	81.9%
Households with a broadband Internet subscription, percent, 2016-2020	59.5%
Education	
High school graduate or higher, percent of persons age 25 years+, 2016-2020	68.0%
Bachelor's degree or higher, percent of persons age 25 years+, 2016-2020	8.7%
Health	
With a disability, under age 65 years, percent, 2016-2020	8.7%
Persons without health insurance, under age 65 years, percent	⚠ 22.1%
Economy	
In civilian labor force, total, percent of population age 16 years+, 2016-2020	53.8%
In civilian labor force, female, percent of population age 16 years+, 2016-2020	45.6%
Total accommodation and food services sales, 2017 ($1,000) (c)	D
Total health care and social assistance receipts/revenue, 2017 ($1,000) (c)	14,552
Total transportation and warehousing receipts/revenue, 2017 ($1,000) (c)	169,291
Total retail sales, 2017 ($1,000) (c)	108,391
Total retail sales per capita, 2017 (c)	$6,686
Transportation	

Mean travel time to work (minutes), workers age 16 years+, 2016-2020	26.8
Income & Poverty	
Median household income (in 2020 dollars), 2016-2020	$22,494
Per capita income in past 12 months (in 2020 dollars), 2016-2020	$14,946
Persons in poverty, percent	⚠ 40.4%

BUSINESSES

Businesses	
Total employer establishments, 2020	X
Total employment, 2020	X
Total annual payroll, 2020 ($1,000)	X
Total employment, percent change, 2019-2020	**X**
Total nonemployer establishments, 2019	X
All employer firms, Reference year 2017	494
Men-owned employer firms, Reference year 2017	308
Women-owned employer firms, Reference year 2017	56
Minority-owned employer firms, Reference year 2017	272
Nonminority-owned employer firms, Reference year 2017	182
Veteran-owned employer firms, Reference year 2017	S
Nonveteran-owned employer firms, Reference year 2017	409

GEOGRAPHY

Geography	
Population per square mile, 2020	3,821.5
Population per square mile, 2010	3,535.8
Land area in square miles, 2020	4.31
Land area in square miles, 2010	4.30
FIPS Code	1251650

About datasets used in this table

Value Notes

⚠ Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info ⓘ icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2021) refers to the final year of the series (2020 thru 2021). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2016-2020 ACS 5-year estimates to other ACS estimates. For more information, please visit the 2020 5-year ACS Comparison Guidance page.

Fact Notes

(a) Includes persons reporting only one race
(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data
(b) Hispanics may be of any race, so also are included in applicable race categories

Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper interval of an open ended distribution.
F Fewer than 25 firms
D Suppressed to avoid disclosure of confidential information
N Data for this geographic area cannot be displayed because the number of sample cases is too small.
FN Footnote on this item in place of data
X Not applicable
S Suppressed; does not meet publication standards
NA Not available
Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

CONNECT WITH US

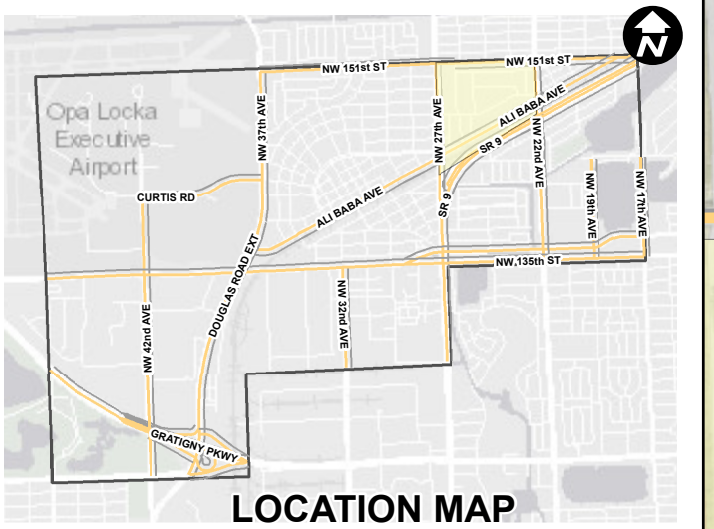
Accessibility | Information Quality | FOIA | Data Protection and Privacy Policy | U.S. Department of Commerce






ACTION PLATING CORP.




NW 151st ST
NW 151st ST
Opa Locka Executive Airport
NW 37th AVE
NW 27th AVE
ALI BABA AVE
NW 22nd AVE
SR 9
CURTIS RD
ALI BABA AVE
SR 9
NW 19th AVE
NW 17th AVE
NW,135th ST
NW 42nd AVE
DOUGLAS ROAD EXT
NW 32nd AVE
GRATIGNY PKWY
LOCATION MAP

NW 152nd St
NW 151st ST
NW 150th ST
NW 149th ST
NW 147th ST
Frontage Rd
NW 25th CT
NW 24th CT
NW 22nd CT
NW 22nd AVE
PERI ST
JANN AVE
SHARAR AVE
DUNAD AVE
SESAME ST
SHARAZAD BLVD
AHMAD ST
KALANDAR ST
NW 27th AVE
NW 26th AVE
NW 25th AVE
NW 24th AVE
ALI BABA AVE
SR 9
SERVICE RD
RUTLAND ST
SALIH ST
FISHERMAN ST
ALI BABA AVE
Opa-locka Industrial Park
Aluminum Industrial Park
Opa-locka Police Station
Segal Park
Family Dollar
Commerce North Project Limits

Sponsored by: Interim City Manager

RESOLUTION NO. 22-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE REBUILD FLORIDA MITIGATION GENERAL INFRASTRUCTURE PROGRAM FOR COMMERCE EAST TO MITIGATE FLOODING IN THE COMMERCE EAST AREA, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Interim City Manager of the City of Opa-Locka has submitted a grant application to the Rebuild Florida Mitigation General Infrastructure Program, which is designed to provide funding opportunities for counties, municipalities, and state agencies to develop large-scale mitigation activities that allow Florida communities to be more resilient to future disasters. The amount requested is Three Million, Eight Hundred Fifty Thousand Dollars ($3,850,000.00) and will be used to mitigate flooding in the residential and mixed-use areas of Commerce East, within the City of Opa-Locka ("City"); and

WHEREAS, Specific areas of the Project include: 1.) NW 141st Street- Between NW 19th and 22nd Avenues; 2.) NW 139th Street - Between NW 19th and 22nd Avenues; 3.) NW 20th Avenue - Between NW 139th and NW 141st Streets; 4.) NW 20th Court - Between NW 139th and NW 141st Streets and 5) NW 19th Avenue - Between Burlington Street and Opa-Locka Boulevard; and

WHEREAS, funding would enable the City to address flooding and associated issues by constructing an adequate stormwater drainage system, reduce pollution and provide adequate treatment to improve the quality of runoff discharge. The elimination of the flooding conditions would also reduce traffic issues created when certain streets become impassable; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to ratify the grant application, as described herein.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The City Commission of the City of Opa-Locka, Florida, hereby ratifies the submission of the grant application to the Rebuild Florida Mitigation General Infrastructure Program to mitigate flooding in the Commerce East area, within the City, attached hereto as Exhibit "A".

SECTION 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Manager Signature:**			
Interim City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*12/14/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organization** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:** Capital Improvement Program		City Manager		

Short Title:

Ratification of Grant Application
for Rebuild Florida Mitigation General Infrastructure Program for Commerce East

Staff Summary:

In conjunction with the City's grant writing service, staff has applied for The Rebuild Florida Mitigation General Infrastructure Program, which is designed to provide funding opportunities for counties, municipalities, and state agencies to develop large-scale mitigation activities that allow Florida communities to be more resilient to future disasters. The amount requested is $3,850,000 and will be used to mitigate flooding in the residential and mixed-use areas of Commerce East.

Specific areas include the following:

1. NW 141st Street – Between NW 19th and 22nd Avenues
2. NW 139th Street – Between NW 19th and 22nd Avenues
3. NW 20th Avenue – Between NW 139th and NW 141st Streets
4. NW 20th Court – Between NW 139th and NW 141st Streets

5. NW 19th Avenue – Between Burlington Street and Opa-locka Boulevard

This funding would enable the City to address flooding and associated issues by constructing an adequate stormwater drainage system, reduce pollution and provide adequate treatment to improve the quality of runoff discharge. The elimination of the flooding conditions would also reduce traffic issues created when certain streets become impassable.

Financial Impact: There is no City match requirement for this grant. The Commerce East project is not currently included in the adopted FY 23 budget. The grant writing services are funded through an annual budget of $75,000 in the adopted in FY 23 Budget for these services.

Proposed Action:

Staff recommends the City Commission ratify the submission of a grant application for Rebuild Florida Mitigation General Infrastructure Program to mitigate flooding in the Commerce East area.

Attachment:

1. Submitted Application

1- STORWATER AND ROADWAY IMPROVEMENT PROJECTS

Estimated Cost Stormwater and Roadway Improvements	**3,850,000.00**

A. INTRODUCTION

The Stormwater and Roadway Improvement projects address a low lying area within the City that does not contain an existing drainage system. Consequently, during the rainy season, this area has expansive flooding of the roadway, and often results in property damage to adjacent businesses and residential homes. These roads provide access to a health facility and other critical services for the community. The saturated soil, the low lying conditions, and the higher water table are all factors that exacerbate the flooding and untreated stormwater worsens the City's water quality. The resultant ponding hastens mosquitoes, liter and potential contamination of the City's sanitary sewer system, creating a health hazard.

This funding would enable the City of Opa-locka to address this flooding and associated issues by constructing an adequate stormwater drainage system, reduce pollution and provide adequate treatment of runoff discharge for improved water quality. The elimination of the flooding conditions would also serve to reduce the traffic concerns that are created when certain areas of the streets become impassable.

B. EXISTING CONDITIONS

Opa-locka over the years has suffered from significant flooding costing millions of dollars in damages to residents and businesses. Opa-locka's existing stormwater system consists of a number of facilities that were built independently rather than a part of an integrated stormwater network Even though the city has drainage canals, the sewers and drains were not designed to convey stormwater runoff into them. To address the designed flaws, the City developed a comprehensive Flood Mitigation Strategy (FMS) and stormwater planning documents that defined how to improve stormwater quality and minimize risk to lives and property from floods. This project is selected based on four criteria: potential environmental benefits and water quality improvements, community acceptance, flood protection effectiveness, and cost vs. benefit.

1.1 NW 141st STREET

(BETWEEN NW 22nd AVENUE AND NW 19th AVENUE)

The City of Opa-locka is requesting funding to rehabilitate NW 141 Street from NW 22nd Avenue to NW 19th Avenue. This is a low-lying area within the City that does not contain an existing drainage system. These local road floods during any significant rain event cause safety hazards and nuisance. The flooding and wastewater concerns in this area remain an ongoing issue. Over the years, flooding and lack of drainage caused wastewater and sewage to accumulate at the

intersections.

NW 141 Street is the access road to one of the City's more heavily utilized areas and includes industrial commercial and residential properties. During flooding events, vehicles traversing the area normally carry the waste materials from the site which endangers the health and property of the surrounding neighborhoods. The current conditions are not only a threat to the health of residents and employees of local businesses but also endanger the viability of the commercial interests and related activities.

NW 141st STREET LOOKING EAST



NW 141st STREET LOOKING WEST



NW 141st STREET RENDERING OF COMPLETED PROJECT



1.2 NW 139th STREET

(BETWEEN NW 22nd AVENUE AND NW 19th AVENUE)

This intersection of a local street with a major county arterial, experiences frequent flooding during typical rain events. This results in water ponding that extends from one side of the street to the other, creating significant nuisances to nearby apartment buildings and businesses. The proposed improvements will address these issues along with stormwater quality improvements by constructing an adequate drainage system and rehabilitating the roadway to provide safe passage to surrounding businesses and connecting thoroughfare.

This project will construct new storm drainage including catch basins with baffles and will discharge into an infiltration system. This project involves the rehabilitation, reconstruction and upgrade of the drainage and the roadway. The flooding on NW 139 Street significantly impacts traffic on NW 22nd Avenue, a major county arterial, which is also the principal access to State Road 9 and several businesses in the area.

NW 139th STREET LOOKING EAST



NW 139th STREET LOOKING WEST



NW 139th STREET RENDERING OF COMPLETED PROJECT



1.3 NW 19th AVENUE

(BETWEEN BURLINGTON STREET CANAL AND OPA-LOCKA BLVD)

NW 19th Avenue is the access road to the City's mid-range intensity industrial and commercial sector. This area is where various heavy industrial businesses are located. This area is yet another low lying area within the City without an existing drainage system. This local road floods at any frequent rain events and causes a safety hazard and nuisance. The flooding in this area is an ongoing issue. The immediate area does not have an acceptable stormwater drain fields to relieve the local flooding. As a result, public access is restricted, significant safety concerns are created and limits potential economic development is adversely impacted.

NW 19th AVENUE LOOKING NORTH



NW 19th AVENUE LOOKING SOUTH



1.4 NW 20th AVENUE

(BETWEEN NW 139th STREET AND NW 141st STREET)

This street represents other low lying areas within the City that do not contain existing drainage systems. As with similarly situated areas in the City, during the rainy season, major flooding of the roadway occurs to adjacent businesses. The heavy industrial businesses that are located in this area are severely impacted when rain events make travel along the road challenging and dangerous. The funding would enable the City to address these concerns by constructing an adequate drainage system and rehabilitating the roadway to provide safe passage to surrounding businesses and connecting roadways.

NW 20th AVENUE LOOKING SOUTH



1.5 NW 20th COURT

(BETWEEN NW 139th STREET AND NW 141st STREET)

This street represents other low-lying areas within the City that do not contain existing drainage systems. As with similarly situated areas in the City, during the rainy season, major flooding of the roadway occurs to adjacent businesses. The heavy industrial businesses that are in this area are severely impacted when rain events make travel along the road challenging and dangerous. The funding would enable the City to address these concerns by constructing an adequate drainage system and rehabilitating the roadway to provide safe passage to surrounding businesses and connecting roadways.

NW 20th COURT LOOKING SOUTH



The primary goals and objectives of this project are to improve stormwater quality by eliminate flooding and ponding on the roadways. The construction of a proper drainage system and realignment of the roads will eliminate the health hazards, reduce pollution and create a safe usable roadway for residents, visitors, local employers and employees of the local businesses in the City. Improving the roadway network under this project will allow the City to protect against the negative economic impact associated with loss of business operations and business migration.

Construction of the drainage system will require unavoidable disturbance of the existing roadway and existing underground utilities as well as property accesses. Restoration of the roadway and right of way will include replacement and adjustment of utilities. The roads will then be compacted, stripped and resurfaced. We will work diligently to minimize the time required to complete this project.

The drainage and roadway improvements project will improve water quality as the ultimate discharge is into the adjacent Burlington Street Canal and improve the current condition of the roadway of the roadways. The project will increase public safety, improve surface water quality and roadway functionality. Ultimately this project will positively impact the City's revenue by encouraging business expansion, facilitating business development and improving the overall aesthetics of the City.

Sponsored by: Interim City Manager

RESOLUTION NO. 22-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR FLOOD MITIGATION ASSISTANCE (FMA) FOR THE BURLINGTON STREET CANAL PHASES II AND III PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Interim City Manager of the City of Opa-Locka has applied for Flood Mitigation Assistance (FMA), which provides grants to effectively address the impacts of flooding and sea level rise that communities face. Grant recipients will receive funding assistance to analyze and plan for vulnerabilities, as well as implement projects for adaptation and mitigation.

WHEREAS, the amount of funds requested is One Million Three Hundred Fifty Thousand Dollars ($1,350,000.00) with a required City match of Four Hundred Fifty Thousand Dollars ($450,000.00), for a total project cost of One Million Eight Hundred Thousand Dollars ($1,800,000.00); and

WHEREAS, the project is identified as a City of Opa-Locka stormwater master plan improvement project that addresses erosion control of canals. The project proposes to grade and reinforce the banks of the Burlington Street Canal in three phases by installing a tied concrete block erosion mat lined with plastic filter fabric. Existing riprap will be enhanced at various locations to prevent migration of fine soil particles. Manatee grates will be installed at all existing outfall locations within the project limits; and

WHEREAS, the City Commission finds it in the best interest of the City of Opa-Locka and its residents to ratify the grant application, as described herein.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The City Commission of the City of Opa-Locka, Florida, hereby ratifies the submission of the grant application for Flood Mitigation Assistance (FMA) for the Burlington Street Canal Phases II and III Project, attached hereto as Exhibit "A".

SECTION 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Manager Signature:**			
Interim City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*12/14/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account# :*	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organization** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:** Capital Improvement Program		City Manager		

Short Title:

Ratification of Grant Application for the Burlington Street Canal Phases II and III Project

Staff Summary:

In conjunction with the City's grant writing service, staff has applied for Flood Mitigation Assistance (FMA), which provides grants to effectively address the impacts of flooding and sea level rise that communities face. Grant recipients will receive funding assistance to analyze and plan for vulnerabilities, as well as implement projects for adaptation and mitigation. The amount of funds requested is $1,350,000 with a required City match of $450,000, for a total project cost of $1,800,000.

This project is identified as a City stormwater master plan improvement project that addresses erosion control of canals. The project proposes to grade and reinforce the banks of the Burlington Street Canal in three phases by installing a tied concrete block erosion mat lined with plastic filter

fabric. Existing riprap will be enhanced at various locations to prevent migration of fine soil particles. Manatee grates will be installed at all existing outfall locations within the project limits.

Financial Impact: Phase II of this project has tentatively been identified to use $750,000 of ARPA funds. With a City match requirement of $450,000, $250,000 of ARPA funds would become available for other use if the City receives this grant. The cost of preparing this grant application is covered by the $75,000 included in the adopted FY 23 budget for grant writing services.

Proposed Action:

Staff recommends the City Commission ratify the submission of a Flood Mitigation Assistance grant application for City's Burlington Street Canal Phases II and III project

Attachment:

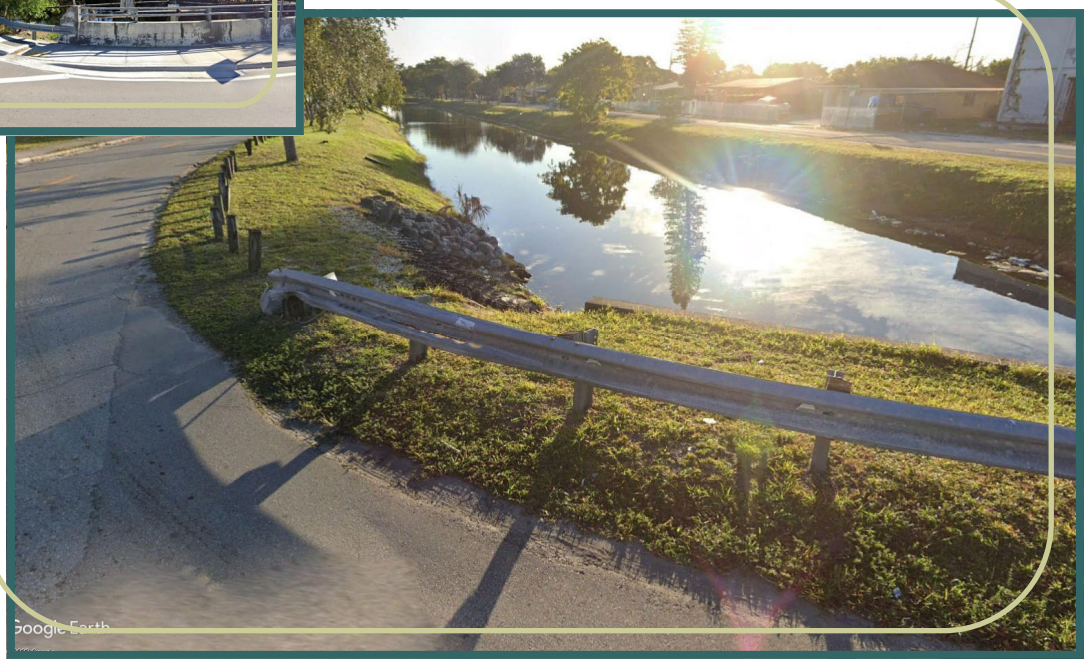
1. Submitted Application

CITY OF
OPA LOCKA
FLORIDA

Canal Restoration







FEMA Building Resilient Infrastructure and Communities

City of Opa-locka Canal Restoration

Status: Submitted to recipient

Subapplicant information

Name of federal agency	**FEMA**
Type of submission	**Application**

CITY OF OPALOCKA

780 FISHERMAN ST
OPA LOCKA, FL 33054 United States

State	UEI-EFT	DUNS #	EIN #
FL	YFKCKZNKEVG3	083111823	596000394

Subapplicant type	**Local Government**
Is the subapplicant subject to review by Executive Order 12372 Process?	**No - Not covered**
Is the subapplicant delinquent on any federal debt?	**No**

Continue

City of Opa-locka Canal Restoration

Status: Submitted to recipient

Contact information

Subrecipient Authorized Representative (SAR)

Adelina Gross	Primary phone	Mailing address
agross@opalockafl.gov		

Point(s) of contact

Adelina Gross Manager	Primary phone 3059532868 ext 3001 Work	Additional phones 3054968992 Mobile	Mailing address 780 Fisherman Street Opa-locka FL 33054
agross@opalockafl.gov	Fax		

Continue

City of Opa-locka Canal Restoration

Status: Submitted to recipient

Community

Please provide the following information. If the Congressional district number for your community does not display correctly, please contact your State NFIP coordinator.

Add Communities

Please find the community(ies) that will benefit from this mitigation activity by clicking on the Find communities button. If needed, modify the Congressional District number for each community by entering the updated number under the U.S. Congressional District column for that community. When finished, click the Continue button. NOTE: You should also notify your State NFIP coordinator so that the updated U.S. Congressional District number can be updated in the Community Information System (CIS) database.

Community name	County code	CID number	CRS community	CRS rating	U.S. Congressional District
OPA-LOCKA, CITY OF	086	120657	Y	9	17

Please provide any additional comments below (optional).

The City of Opa-Locka was incorporated in 1926 and is located within the northwestern area of Miami-Dade County within a geographic area of 4.2 square miles. The City of 16,464 has a mixture of residential, commercial, and industrial zones in addition to a general aviation airport. The City's population is overwhelmingly disadvantaged and minority. Large percentages of the population, approximately 85%, are considered economically challenged.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Opa locka Community Map.pdf	11/14/2022	agross@opalockafl.gov	Community Attachments	*No description given.*	

City of Opa-locka Canal Restoration

Status: Submitted to recipient

Mitigation plan

Please provide your plan information below.

Is the entity that will benefit from the proposed activity covered by the current FEMA approved multi-hazard mitigation plan in compliance with 44 CFR Part 201? **Yes**

Please provide plan detail

Plan name	Plan type	Plan approval date
The Miami-Dade Local Mitigation Strategy	Local Multijurisdictional Multi-Hazard Mitigation Plan	09/15/2020

Proposed activity description

The project will restore approximately 3,785 feet of bank of a critical drainage canal. The project is needed to improve the capacity and conveyance of the canal leading to a reduction in flood risk for the surrounding area. The completion of the adaptation of critical facilities to combat existing and future risks will further the adopted LMS plan and the following goals and objectives. 1. Reduce Miami-Dade County's vulnerability to natural and man-made hazards 1.2. Identify new and emerging mitigation methods and products for new and retrofitting construction 2. Minimize future losses from all hazard impacts by reducing the risk to people and property 2.3. Identify mitigation projects that reduce risk to vulnerable populations that are at greater risk from hazards. 2.4. Integrate mitigation into existing structures during regular maintenance and replacement cycles 3. Implement mitigation projects that meet or exceed current codes 3.1 Design and develop projects that address both current and future risk 6. Promote mitigation measures for critical facilities

Please provide any additional comments below (optional).

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

Filename	Date uploaded	Uploaded by	Label	Description	Action
LMS - City of Opa Locka - Burlington Street Canal Slope Restoration Phase II and III.pdf	11/14/2022	agross@opalockafl.gov	Mitigation Plan Attachments	*No description given.*	

Continue

City of Opa-locka Canal Restoration

Status: Submitted to recipient

Scope of work

The project Scope of Work (SOW) identifies the eligible activity, describes what will be accomplished and explains how the mitigation activity will be implemented. The mitigation activity must be described in sufficient detail to verify the cost estimate. All activities for which funding is requested must be identified in the SOW prior to the close of the application period. FEMA has different requirements for project, planning and management cost SOWs.

Subapplication title (include type of activity and location)	**City of Opa-locka Canal Restoration**

Activities

Primary activity type	**Flood control**
Primary sub-activity type	**Flood diversion and/or bank stabilization**
Primary sub-activity type	**Flood diversion and/or bank stabilization**
Secondary activity type (Optional)	
Geographic areas description	**The projects will take place in the City of Opa-locka, Florida. The community is located in northern Miami-Dade County and has a population of over 16,000. While the City is not directly on the coast, the community, like others in the region, is beginning to be impacted by sea-level rise and increases in severe weather.**

Community lifelines

Primary community lifeline	**Safety and security**
Primary sub-community lifeline	**Community safety**
Secondary community lifeline (optional)	**Transportation**
Secondary sub-community lifeline	**Highway/roadway/motor vehicle**

Tertiary community lifeline (optional)	

Hazard sources

Primary hazard source	**Flooding**
Secondary hazard source (optional)	**Tropical cyclone (Hurricane/Typhoon)**
Tertiary hazard source (optional)	

Is this a phased project?	**No**
Are you doing construction in this project?	**Yes**
Percentage of population impacted	**35**
Provide detailed description of population impacted	**The proposed flood prevention project will impact approximately 5,700 residents. This population represents 35% of the City's total population. This impacted portion of the community has a poverty rate above 55%, and 81% of the people living in the area are considered Low and Moderate Income (LMI). This same population is also primarily minorities, with African American residents making up the majority of the people who live in the area.**
Provide a clear and detailed description of your proposed activity	**The proposed mitigation project consists of the rehabilitation of approximately 4,000 feet of drainage canal. The critical component of the City's stormwater system provides flood protection for a large portion of the community, including thousands of residents, businesses, roadways, and City-owned properties. The need to improve the canal was identified in the recently completed Stormwater Master Plan. Based on the recommendations of the plan, the project was separated into three phases due to budgetary constraints and the need to take action immediately. While broken into three phases, final design was completed for the entire canal length. The City is already moving forward with Phase I of the larger project but still needs financial assistance to implement Phase II and Phase III. The requested grant and local share funding are for the construction of Phase II and Phase III. While the City has identified each segment as a phase,**

	the BRIC funding request will complete both phases as one project. The scope of work for the project will be similar for both segments. Using the completed plans, a contractor will grade and reinforce the banks for the Burlington canal by installing a tied concrete block erosion mat lined with plastic filter fabric. The existing riprap will be enhanced in various locations to prevent the migration of fine soil particles. Dredging will remove existing sediment and allow for slope corrections. In addition, manatee grates will be installed at all existing outfall locations within the project limits.
How will the mitigation activity be implemented?	**The design has already been completed by the City to ensure the project is ready to be implemented as quickly as possible should funding be secured. To complete the project, once design and permitting are finalized, the City will require three tasks. Task #1: Procurement The City will engage a consultant for the preparation of the bid specification and development of the bid solicitation package. The consultant will work with City staff to finalize the bid solicitation package and provide assistance with pre-bid activities and technical assistance to bidders and review the bids received for completeness. Task: 2: Construction The City will enter into an agreement with the contractor. Upon approval of the construction schedule and pay application format, a notice to proceed will be issued. Upon NTP, the contractor will mobilize and complete the project according to the bid specifications and according to the schedule and budget agreed upon. The contractor will also be expected to coordinate activities with the construction management consultant and provide any required documentation requested. Task: 3 Construction Inspection/Management The City will perform project management with the assistance of a construction management consultant. It is anticipated that the consultant used for this task will be the same as in Task 1. Working with City staff, the consultant will serve as the contact with the construction contractor. Other responsibilities include reporting, including documentation of progress, inspections, financial reporting, and completion certification.**
Describe how the project is technically feasible and will	**The project has been fully designed and is**

be effective in reducing the risk by reducing or eliminating damage to property and/or loss of life in the project area. Please include engineering design parameters and references to the following: preliminary schematic or engineering drawings/design; applicable building codes; engineering practices and/or best practices; level of protection (e.g., life safety, 100-yr flood protection with freeboard, 100-yr wind design, etc.):	**technically feasible. The restoration and enhancements to the drainage canal will reduce the risks of flooding for a large portion of the community. The design provides for slope correction to ensure protection of the bank and effective conveyance and storage. The canal system in the City was built over 60 years ago, along with many of the surrounding neighborhoods. The main purpose of the canal system is to convey stormwater. During this time, there has been a substantial amount of erosion on the canal banks caused by increases in rain and weather events. The eroded sediment has been deposited at the bottom of the canals. There is a need to restore the eroded canal banks to protect the residential and commercial properties throughout the City. In addition, the canals are critical in preventing flooding of roadways and disrupting the transportation system. To further develop critical infrastructure, the project will address the need to restore the banks, remove the deposited sediment in order to allow the canals to flow properly, and convey the stormwater into the regional system. The City will utilize a canal bank stabilization process that has proven to be much more cost-effective than traditional restoration and dredging activities. Known as geo-tubes or erosion barrier mats, this process pumps the sediment from the bottom of the canals that have eroded off of the canal banks into a tube of a specialized woven material that has been strategically placed back on the canal bank. The installation process is environmentally sensitive and sensible, imposing little to no impact on the site's adjacent areas. This environmentally sensitive approach to shoreline erosion control and prevention ensures that the erosion barrier protects the land while also improving water quality in lakes, ponds, and canals. The restoration of the critical drainage canal is one of several flood prevention projects being implemented as a result of the stormwater master plan. The goals for the project are large and include: 1. Increase the drainage capabilities of the City's stormwater system for a 100-year rainfall event. 2. Reduce flooding for a portion of the community with approximately 5,700 residents, residences, businesses, and multiple critical facilities, including roadways. 3. Protect the most vulnerable, impacting over 4,500 LMI residents. 4.**

	Address future flooding impacts from rain events and rising sea levels. 5. Utilize a cost-effective method for meeting the drainage needs of the community.
Who will manage and complete the mitigation activity?	**The key personnel will comprise a combination of City staff and consultants. The City will select an engineering firm to serve as construction manager and construction contractor. The City personnel and consultants that will complete the project are below. Project Manager: Adelina Gross, Manager Capital Improvement Programs Department Ms. Gross will serve as the project manager for the project. As the lead manager for CIP projects, she has knowledge of the stormwater system and has led the project's planning process. Through experience with drainage operations, she oversees the City development of stormwater facilities as well as roads and utilities. She will be able to work with other City staff to procure and manage the multiple consultants needed to complete the project. Project Construction Manager: TBD (Consultant) The City will utilize an engineering firm with experience in stormwater facilities. The firm will be selected to provide construction management and inspection services. The firm will possess knowledge of local conditions, be able to identify similar successful drainage projects, and demonstrate experience with permitting and the utilization of federal funds for construction. Financial Manager: Robert Anathan, Budget Administrator (In-House) The City Finance Department will provide financial administration and reporting for the project. Mr. Anathan will work with the project manager in managing the budget for the project, including appropriating funding to fund the work as reimbursements are requested and overseeing those requests to the granting agency. He will also ensure that financial management and recordkeeping meet federal funding requirements. Procurement/Bidding Manager: Purchasing Department Staff (In-House) The staff of the City's Purchasing Department will assist the project manager, design consultant, and administration consultant in preparing the bid package for construction. The Purchasing staff manages all procurement for the City, including large capital improvement projects. They have experience with procuring both consultants and contractors using federal funds. While City**

	personnel will oversee the project and be heavily involved, all costs for the grant request and match will be contractual.
Will the project address the hazards identified and what risks will remain from all hazards after project implementation (residual risk)?	**The project will be implemented to greatly reduce the risk of flooding and the impacts the stormwater can cause to the surrounding areas. The design level of the project will address not only the current level of threat but the anticipated increases in flood events and storms in the coming years. While the protection provided currently mitigates the existing risks, more intense future risks combined with potential impacts from issues with the regional conveyance system could lead to potential flooding in the project area.**
Does the mitigation activity incorporate nature-based solutions?	**No**
When will the mitigation activity take place?	**The mitigation project can begin immediately once funding is obtained. The City is in the middle of a continuing redevelopment effort, and its budget constraints limit funding for capital funding. The importance of the project caused the City to complete design and initiate Phase I. In addition, the level of planning allows the City to be prepared to implement the proposed project should funding become available.**
Explain why this project is the best alternative. What alternatives were considered to address the risk and why was the proposed activity considered the best alternative?	**The project will provide the greatest level of protection in the most cost-effective manner. The City has chosen to utilize a canal bank stabilization process that has proven to be much more cost-effective than traditional restoration and dredging activities. The effective restoration process, known as matting, has proven to provide cost savings in a variety of ways. The actual restoration cost is less expensive than traditional methods. The time needed and impact on the environment is much less, both leading to cost benefits for the community. The resiliency of the work results in long-term cost savings due to less maintenance and longer useful life than traditional stabilization and restoration methods.**
Please identify the entity that will perform any long-term maintenance and provide a maintenance, schedule and cost information. The subapplicant or owner of the area to be mitigated is responsible for maintenance (including costs of long-term care) after the project is completed?	**As the rehabilitated infrastructure becomes operational after construction, the City's Public Works Department will begin maintaining the facilities. Funding for the maintenance and operation will come from the City's Stormwater Fund, which this year represents 7% of the annual**

total operating budget. The improved canal will not require a significant increase in maintenance costs, but normal upkeep and monitoring to ensure the critical drainage facility is operating effectively will be incorporated into the annual budget funded by the Stormwater Fund. In 2021, the Stormwater Fund provided $3,826,924. The estimated cost for annual maintenance of the canal is $3,500.

Additional comments (optional)

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Flood Control-Drainage Improvement- Canal Restoration.pdf	11/14/2022	agross@opalockafl.gov	Scope of Work Attachments	*No description given.*	
Photographs Street View.pdf	11/14/2022	agross@opalockafl.gov	Scope of Work Attachments	*No description given.*	

Continue

City of Opa-locka Canal Restoration

Status: Submitted to recipient

Schedule

Specify the work schedule for the mitigation activities.

Add tasks to the schedule

Please include all tasks necessary to implement this mitigation activity; include descriptions and estimated time frames.

Task Name Bidding	**Start Month** 1	**Task Duration (in Months)** 4 months
	Task Description Develop a bid package to advertise and select a construction contractor.	

Task Name Construction	**Start Month** 5	**Task Duration (in Months)** 12 months
	Task Description The construction contractor will implement bid specifications for the canal restoration.	

Task Name Construction Inspection	**Start Month** 5	**Task Duration (in Months)** 12 months
	Task Description An engineering consultant will perform construction inspection and management for the project.	

Estimate the total duration of your proposed activities (in months).	**12**

Proposed project start and end dates

Start Date	**2023-07-01**
End Date	**2024-10-30**

City of Opa-locka Canal Restoration

Status: Submitted to recipient

Introduction

Project location

Provide a detailed description of the proposed project's location.	**The project will take place in the City of Opa-locka within the Burlington Street Canal corridor. The City of Opa-Locka was incorporated in 1926 and is located within the northwestern area of Miami-Dade County within a geographic area of 4.2 square miles. The City has a mixture of residential, commercial, and industrial zones in addition to a general aviation airport. Similar to the rest of South Florida, the City continues to witness a growth in population, and it is anticipated that with the redevelopment initiatives the City has introduced, there will be significant growth within the next ten-to-twenty-year time frame. It is, therefore, incumbent on the City to ensure that its infrastructure meets the current and projected needs of not only an increase in residents but also the growing threat of flooding from changing conditions in the climate. The canal is located in the eastern portion of the City and is surrounded by mostly residential neighborhoods, with portions of the area used for commercial and City-owned facilities such as a community center and park. The drainage canal runs west to east, discharging into a series of lakes that ultimately drain into the regional conveyance system through an SFWMD canal. The canal is owned by the City and effectively runs from Burlington Street and NW 26th at its western limit, approximately 3,750 feet to the end of Burlington Street, which represents its eastern termini.**
Latitude	**25.903142**
Longitude	**-080.236686**

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Location Map.pdf	11/14/2022	agross@opalockafl.gov	Project Location Attachments	*No description given.*	

Project benefiting area

Provide a detailed description of the proposed project's benefiting area.

The proposed flood prevention project will impact approximately 5,700 residents situated over an approximate 600-acre benefit area. The area comprises primarily residential uses but also has commercial and governmental facilities. The area is accessible through the City's major thoroughfare, State Road, which the project will provide drainage for, and numerous smaller roadways that provide access to the residences and other facilities. The population of the project benefit represents 35% of the City's total population. This impacted portion of the community has a poverty rate above 55%, and 81% of the people living in the area are considered Low and Moderate Income (LMI). This same population is also primarily minorities, with African American residents making up the majority of the people who live in the area. The completion of the restoration of the canal will protect the safety and security of the residents, property owners, and those visiting the area. Flooding currently impacts the area during heavy rain events. The prevention of flooding in the streets, right of ways, and onto private property will decrease the threat of water damage and disruption to roadways and access to the area. Effective conveyance of stormwater through the increase in capacity will also protect the lifeline of transportation. As with ensuring public safety, maintaining access for emergency and medical personnel is critical after a disaster such as a hurricane hits. The protection of the roadways from floodwaters for immediate access and potential damage that could lead to long-term disruptions is a crucial step in furthering the redevelopment of the community.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Canal Restoration Benefit Area map.pdf	11/14/2022	agross@opalockafl.gov	Location project benefiting area Attachments	*No description given.*	

Project impact area

Provide a detailed description of the proposed project's impact area.

The project impact will consist of the approximately 3,750 feet of canal corridor. The impact, including ground disturbance and removal of sediment from the waterway, will occur the entire length of the segment. Ground disturbance will occur along the banks with slope correction and back stabilization. All work and impacts will occur within the City-owned property and not affect the surrounding areas. The 100% design plans attached to the application identify the location and level of impact on the site.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Burlington Street Canal Slope Restoration Plans for City of Opa-Locka FL.pdf	11/14/2022	agross@opalockafl.gov	Location project impact area Attachments	*No description given.*	
FIRM Map.pdf	11/14/2022	agross@opalockafl.gov	Location project impact area Attachments	*No description given.*	
USGS Map.pdf	11/14/2022	agross@opalockafl.gov	Location project impact area Attachments	*No description given.*	
Canal Restoration Phase Map.pdf	11/14/2022	agross@opalockafl.gov	Location project impact area Attachments	*No description given.*	

Project site inventory

Does this project subapplication propose to mitigate a property/structure(s)? (Examples: residential home, commercial building, bridge, fire station, levee, pumping station, wastewater treatment plant, telephone pole, electric line, etc.)	**No**

Please download the excel template, and then fill out the template with building or infrastructure data.

Continue

City of Opa-locka Canal Restoration

Status: Submitted to recipient

Budget

Budget cost estimate should directly link to your scope of work and work schedule. You must add at least one item(s) greater than 0 for your cost estimate. As necessary, please adjust your federal/non-federal cost shares, and add the non-federal funding source(s) you are planning to use this project. Once you have completed this section, please click the Continue button at the bottom of this page to navigate to the next section.

Add budget cost types and item(s)

First, click the Add cost type button below to add cost type cost estimate and then click the Add item(s) button to add the item(s) for the cost estimate.

Grand total: $1,800,000.00

Budget type: Construction

▸	**Cost type: Cost estimate**	**$1,800,000.00**

Program income (optional)

Cost share

Cost share or matching means the portion of project costs not paid by federal funds.

Proposed federal vs. non-federal funding shares
Hazard Mitigation Assistance (HMA) funds may be used to pay up to 75% federal share of the eligible activity costs. For Building Resilient Infrastructure and communities (BRIC), small impoverished communities may be eligible for up to 90% federal share. For Flood Mitigation Assistance (FMA), and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share. Flood Mitigation Assistance (FMA) and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share.

Is this an Economically Disadvantaged Rural Community?

This determines your federal/non-federal share ratio.
Yes

	% Percentage	$ Dollar amount
Proposed federal share	**90.00**	**1620000.00**
Proposed non-federal share	**10.00**	**180000.00**

Based on total budget cost:

$1,800,000.00

Non-federal funding sources here

That portion of the total costs of the program provided by the non-federal entity in the form of in-kind donations or cash match received from third parties or contributed by the agency. In-kind contributions must be provided and cash expended during the project period along with federal funds to satisfy the matching requirements.

	Funding source	Funding amount	% Non-federal share by source
▸	**Funding source: City Stormwater Funds**	**$180,000.00**	**100.00%**

Please provide any additional comments below (optional).

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
SF424C_2_0-V2.0.pdf	11/14/2022	agross@opalockafl.gov	Budget Attachments	*No description given.*	
Funds Commitment Letter - Opa locka Burlington.pdf	11/14/2022	agross@opalockafl.gov	Budget Attachments	*No description given.*	
SF424_Forms_for_BRIC_Application_form.pdf	11/14/2022	agross@opalockafl.gov	Budget Attachments	*No description given.*	

Continue

City of Opa-locka Canal Restoration

Status: Submitted to recipient

Cost-effectiveness

How was cost-effectiveness determined for this project?

- [x] BCA completed in FEMA's BCA toolkit

  Subapplicant must attach supporting documentation.

- [ ] Pre-calculated benefits
- [ ] Substantial damage in special flood hazard area
- [ ] Other BCA methodology approved by FEMA in writing
- [ ] Not applicable
- [ ] Not applicable

What are the total project benefits? ($)	**4179156**
What are the total project cost? ($)	**1860946**
What is the benefit-cost ratio (BCR) for the entire project?	**2.24**
Was sea level rise incorporated into the flood elevations in the BCA?	**No**
Were environmental benefits added to the project benefits?	**No**
Were social benefits added to the project benefits?	**No**

Please provide any additional comments below (optional).

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
BCA Opa-locka Canal Restoration_PR.pdf	11/14/2022	agross@opalockafl.gov	Cost Effectiveness Attachments	*No description given.*	

City of Opa-locka Canal Restoration

Status: Submitted to recipient

Environmental/Historic Preservation (EHP) Review Information

Introduction

An environmental/historic preservation review is required for all activities for which FEMA funds are being requested. FEMA will complete this review with the assistance of both the state or tribal government and the local applicant. It is important that you provide accurate information. If you are having problems completing this section, please contact your application point of contact.

A. National Historic Preservation Act - Historic Buildings and Structures

1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age? **No**

B. National Historic Preservation Act - Archeological Resources

Does your project involve disturbance of ground? **Yes**

Please confirm that you have provided the information listed below by selecting each check box. (If you have not provided these documents in any other section of the application, please attach the required documents below.)

- [x] A description of the ground disturbance by giving the dimensions (area, volume, depth, etc.) and location.
- [x] The past use of the area to be disturbed, noting the extent of previously disturbed ground.
- [x] A USGS 1:24,000 scale or other site map showing the location and extent of ground disturbance.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing. (optional)

- [ ] Any information about potential historic properties, including archeological sites, in the project area. Sources of this information may include SHPO/THPO, and/or the Tribe's cultural resources contact if no THPO is designated. Include, if possible, a map showing the relation of any identified historic properties to the project area.
- [ ] Attached materials or additional comments.

Please provide an explanation and any information about this project that could assist FEMA in its review.

(optional)

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

C. Endangered Species Act and Fish and Wildlife Coordination Act

1. Are federally listed threatened or endangered species or their critical habitat present in the area affected by the project?	**No**
2. Does your project remove or affect vegetation?	**No**
3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water?	**Yes**

If Yes, and project is not within an existing building, you must confirm that you have provided the following: (If you have not provided these documents in any other section of the application, please attach the required documents below.)

- [x] A USGS 1:24,000 scale quadrangle map showing the project activities in relation to all nearby water bodies (within 200 feet).
- [x] Any information about the type of water body nearby including: its dimensions, the proximity of the project activity to the water body, and the expected and possible changes to the water body, if any. Identify all water bodies regardless whether you think there may be an effect.
- [x] A photograph or digital image of the site showing both the body of water and the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing. (optional)

- [ ] Evidence of any discussions with the US Fish and Wildlife Service (USFWS), and/or your State Wildlife Agency concerning any potential impacts if there is the potential for the project to affect any water body.

Please provide an explanation and any information about this project that could assist FEMA in its review. (optional)

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)

1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as 'waters of the U.S' as identified by the US Army Corps of Engineers or on the National Wetland Inventory?	**No**

E. Executive Order 11988 (Floodplain Management)

1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 1% annual chance floodplain, a 0.2% annual chance floodplain, a regulatory floodway, or an area prone to flooding?	**Yes**
Please explain in the text box below and/or provide any documentation to identify the means or the alternatives considered to eliminate or minimize impacts to floodplains (See the 8 step process found in 44 CFR Part 9.6.) to help FEMA evaluate the impact of the project:	**The project site is located in an SFHA, Zone AH. The design specifications completed for the canal restoration will minimize any potential impacts on the floodplain.**

Please provide an explanation and any information about this project that could assist FEMA in its review. (optional)

2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation?	**No**

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

F. Coastal Zone Management Act

1. Is the project located in the state's designated coastal zone?	**No**

G. Farmland Protection Policy Act

1. Will the project convert more than 5 acres of prime or unique farmland outside city limits to a non-agricultural use?	**No**

H. Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (Hazardous and Toxic Materials)

1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project?	**No**
2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project?	**No**
3. Does any project construction or operation activities involve the use of hazardous or toxic materials?	**No**
4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials?	**No**

I. Executive Order 12898, Environmental Justice for Low Income and Minority Populations

1. Are there low income or minority populations in the	**Yes**

project's area of effect or adjacent to the project area?

If Yes, you must confirm that you have provided the following either in the text box below or by attachment: (If you have not provided these documents in any other section of the application, please attach the required documents or provide the description below.)

- [x] Description of any disproportionate and adverse effects to these populations.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing. (optional)

- [x] Description of the population affected and the portion of the population that would be disproportionately and adversely affected. Please include specific efforts to address the adverse impacts in your proposal narrative and budget.
- [x] Attached materials or additional comments.

Please provide an explanation and any information about this project that could assist FEMA in its review. (optional)

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Median Household - 2020 US Census - Opalocka.pdf	11/14/2022	agross@opalockafl.gov	lowIncomeMinority.attachmentIds	*No description given.*	

J. Other Environmental/Historic Preservation Laws or Issues

1. Are there other environmental/historic preservation requirements associated with this project that you are aware of?	**No**
2. Are there controversial issues associated with this project?	**No**
3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project?	**No**

K. Summary and Cost of Potential Impacts

Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties?	**No**

Continue

City of Opa-locka Canal Restoration

Status: Submitted to recipient

Evaluation

Is the applicant participating in the Community Rating System (CRS)?	**Yes**
Select rating.	**9**
Is the applicant a Cooperating Technical Partner (CTP)?	**No**
Was this application generated from a previous FEMA HMA Advance Assistance or Project Scoping award or any other federal grant award, or the subapplicant is a past recipient of Building Resilient Infrastructure and Communities (BRIC) non-financial Direct Technical Assistance?	**No**
Has the applicant adopted building codes consistent with the international codes?	**No**
Have the applicant's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)?	**No**
Describe involvement of partners to enhance the mitigation activity outcome.	**The project will not involve any partners.**
Discuss how anticipated future conditions are addressed by this project.	**While most stormwater projects are initiated based on immediate need, including the proposed canal restoration, communities across South Florida are faced with the challenge of developing critical infrastructure that provides protection today while planning for increased rainfall events and sea-level rise amid a growing population. As with most municipalities in Miami-Dade County, resiliency planning has become a priority with all types of infrastructure. Large public projects such as the stormwater improvements to the canal must be designed to provide protection from the level of severe weather that will impact the region a decade from now. Through effective planning with tools such as the Stormwater Master Plan, infrastructure projects can be constructed to benefit the community beyond the primary goal of flood protection. Resilient facilities are cost-effective by spending public funding on projects**

that will have long, effective lives, thus reducing the cost of having to improve or replace in the near future to meet changing conditions.

Additional comments (optional)

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

Continue

City of Opa-locka Canal Restoration

Status: Submitted to recipient

Assurances and certifications

OMB number: 4040-0009, Expiration date: 02/28/2022 View burden statement

SF-424D: Assurances - Construction Programs

Content:

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

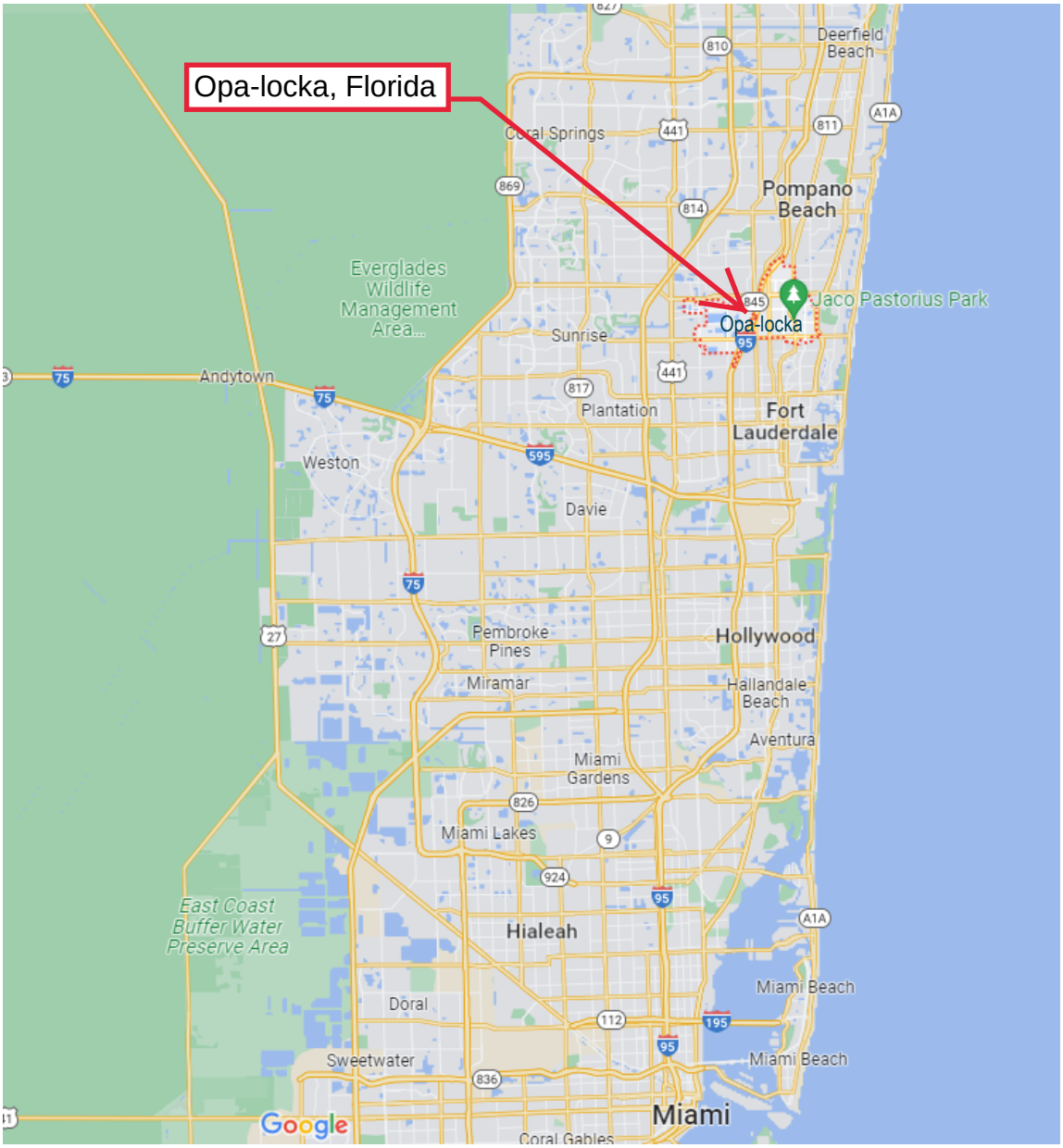
1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C.§§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C.§874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of

historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a--1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Community Map



Office of Emergency Management
Local Mitigation Strategy
9300 NW 41 St
Miami, FL 33178
Email: eoc@miamidade.gov
Phone: 305-468-5427
Fax: 305-468-5401

Delivering Excellence Every Day

November 8, 2022

Mrs. Laura Dhuwe, State Hazard Mitigation Officer
Florida Division of Emergency Management
2555 Shumard Oaks Boulevard
Tallahassee, Florida 32399-2100

Re: Building Resilient Infrastructure and Communities Application for the City of Opa-Locka

Dear Mrs. Dhuwe,

The Miami-Dade County Local Mitigation Strategy (LMS) Working Group approves and supports the City of Opa-Locka project: “Burlington Street Canal Slope Restoration Phase II and III”.

BRIC 2022

Funding Priority	Project Name	Applicant	Goal/Objective Implemented	Estimated Total Project Cost	Estimated Federal Share
N/A	Burlington Street Canal Slope Restoration Phase II and III	City of Opa-Locka	2	$ 1,800,000.00	$ 1,350,000.00

The project aligns with our LMS goals and objectives, and with the State's mitigation goals and objectives (in accordance with the Code of Federal Regulations 44§ 201.6). Furthermore, the City of Opa-Locka is a continuing participant in the Miami-Dade County Local Mitigation Strategy (LMS) Working Group. The project in question is listed in our project list.

For further information or inquiry, please contact me at (305) 468-5427 or robin.yang@miamidade.gov

Sincerely,

Robin Yang,
Miami-Dade County LMS Chair

FLOOD CONTROL - DRAINAGE IMPROVEMENT WORKSHEET

for preliminary Benefit Cost Analysis conducted by the State Mitigation Technical Unit

Applies for the following mitigation activities: **ACQUISITION, ELEVATION, DRY FLOOD PROOFING, DRAINAGE IMPROVEMENTS, FLOOD CONTROL MEASURES, FLOODPLAIN AND STREAM RESTORATION AND FLOOD DIVERSION**. For assistance, contact the State of Florida Mitigation Technical Unit.

IMPORTANT: This worksheet is required as part of your application. The State of Florida Mitigation Technical Unit will conduct a Benefit Cost Analysis (BCA) for your project and the following information is needed to evaluate cost effectiveness. Once a preliminary BCA is completed, the reviewer will contact you to collect support documentation.

NOTE: *Having a complete worksheet will expedite the Technical Review.*

SECTION I - PROJECT GENERAL INFORMATION

Project Name	Opa-locka Canal Restoration
Applicant	City of Opa-locka
Point of Contact	Name: Adelina Gross
	Address (Please include City, State and Zip Code): 780 Fisherman Street Opa-Locka, Florida 33054
	Phone number: 305-953-2868
	Email: agross@opalockafl.gov
HMA Program (FMA, PDM, HMGP, 406 PA MITIGATION)	BRIC

SECTION II - STRUCTURE GENERAL INFORMATION

Select the type of critical facility to mitigate	☐ **Building**
	☐ **Utility Infrastructure**
	☐ **Road**
	☐ **Other**

Address	Burlington St.

In case of multiple sites, attach to this worksheet a list of all locations/sites involved in this project.

City, State and Zip Code	Opa-locka, FL 33054		
County	Dade		
Is this a historical building?		☐ Yes	☑ No
Year Built	1962	**Source** (Ex: Property Appraiser):	City data

In the case of utility infrastructure, provide the year of construction of the oldest structure or the average age of the structure, if improvements have been completed over the years, due to land development.

SECTION III - PROJECT COST INFORMATION

Mitigation Project Cost	$ 1,800,000

A lump sum on this worksheet is acceptable for preliminary BCA, but a detailed breakdown attached to your application is required.

Annual Maintenance Cost	$ 3,500

Relates to the amount of money you expect to spend every year maintaining the project, to ensure functionality at the time of a storm event.

SECTION IV - HAZARD / MITIGATION INFORMATION

Please select the type of project you are proposing:			
☐ Acquisition	☐ Elevation	☐ Dry Flood Proofing	☑ Drainage
☐ Flood Control Measures	☐ Floodplain and Stream Restoration		☐ Flood Diversion
☐ Other (Please describe):			

SECTION V - HISTORICAL DAMAGES / LOSS OF SERVICE

Complete the following section if the structure and or area suffered any damages in the past, otherwise refer to next section:

Utility Infrastructure			
☐ Potable Water	☐ Wastewater	☐ Electrical	☐ Gas
☐ Telecom	☐ Other (describe):		

What is the population being served by the utility system that will be mitigated?	
How many customers suffered outages?	
For how long was the service out (hours)? (Please list for all events)	

Roads or Bridges	
What is the two-way traffic count for this road (trips)?	
What will be additional time if traffic is routed to avoid the flooded area (hours/minutes)?	
How many miles will be added if traffic is routed to avoid flooding?	
For how long was the road or bridge closed due to flooding? (Please list for all events)	

SECTION VI - LOSS OF SERVICE

Non Residential			
☐ Fire Station	☐ Hospital	☐ Police Station	☐ Other

If your critical facility is a <u>FIRE STATION</u> please answer the following questions:

How many people are served by this Fire Station?	
Select the type of area served by this Fire Station	☐ Urban
	☐ Suburban
	☐ Rural
Does the Fire Station provide Emergency Medical Services (EMS)?	☐ YES ☐ NO

Alternate Fire Station	Provide the address of the **<u>nearest</u>** Fire Station (Name, Street Address, City, Zip Code):	Alternate Fire Station with EMS	Provide the address of the **<u>nearest Fire Station with EMS</u>** (Name, Street Address, City, Zip Code):

If your critical facility is a <u>HOSPITAL</u> please answer the following questions:

How many people are being served by this Hospital?	
What is the distance in miles to the nearest Hospital capable of providing the same type of service?	
Provide the address of the nearest Hospital capable of providing the same type of service (Name, City, Zip Code):	
How many people are being served by the nearest Hospital capable of providing the same type of service?	

If your critical facility is a <u>POLICE STATION</u> please answer the following questions:

Indicate the type of area served by this Police Station	☐ Metropolitan
	☐ City
	☐ Rural
How many people are served by this Police Station?	
How many Police Officers work or report to this Police Station?	
How many officers would still work from this building if it is shut down due to a disaster?	

If your critical facility is a OTHER please answer the following questions:

Other Critical Facility Buildings (please describe):	
Provide a brief description of how this building is a critical facility which functions are essential to the community during a storm event:	
What is the Annual Operational Budget of this critical facility?	$

SECTION VII - HISTORICAL DAMAGES

Provide a list of flood damages suffered in the past, due to a storm event.

Year	Storm Name	Property Address	Water depth (inches)	Claims ($)

Attach an additional page if necessary

Were residents trapped during the flooding	☐ Yes ☐ No
For how long (hours)? (Please list for all events)**:**	

Has the City or County incurred any expenses attending the emergency during past events? If so, please provide details:

Incurred expenses refers to any type of expense like: rpumps, law enforcement, etc. to attend the emergency and avoid negative impact.

Year	Expense Description	Cost ($)

Attach an additional page if necessary

SECTION VIII - EXPECTED DAMAGES

(Only if preliminary or final H&H study is available. Leave blank if no H&H studies are available)

Using your H&H results, please provide **before and after mitigation data** in regards of the number of structures that will suffer damages based on the modeled scenarios (25, 50, 100-year storm event)

Before Mitigation

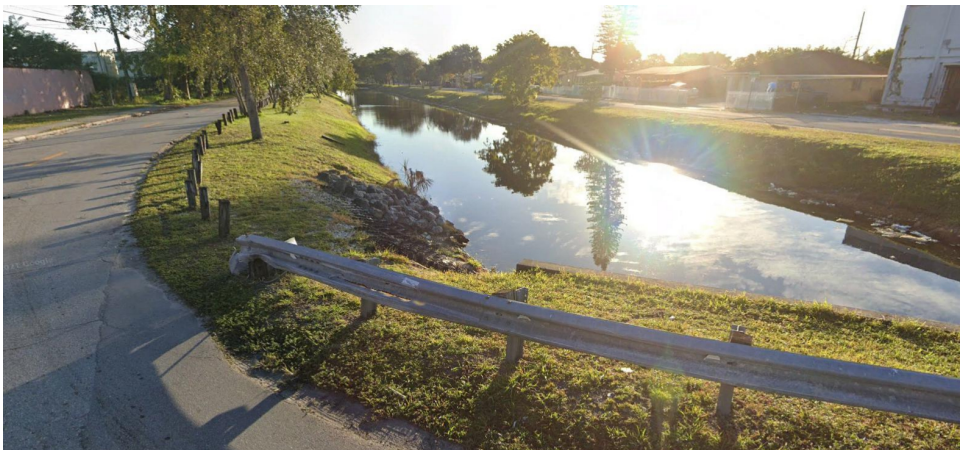
Recurrence Interval	Address	Estimated Structural Damages	Estimated Content Damages	Road closures (hrs.)

Attach an additional page if necessary

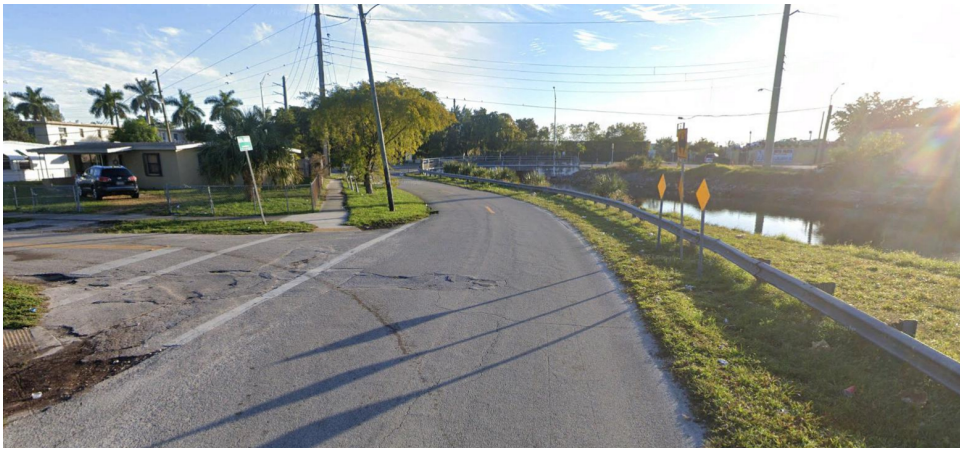
After Mitigation

Recurrence Interval	Address	Estimated Structural Damages	Estimated Content Damages	Road closures (hrs.)

Attach an additional page if necessary



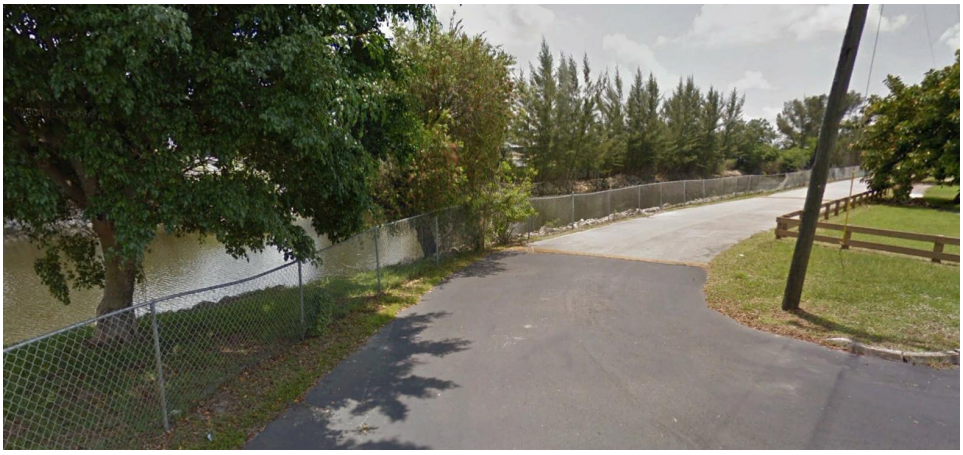
Burlington Street and 26th Ave. facing East



Burlington Street and 22nd Court facing East



Burlington Street and 22nd Ave. facing East



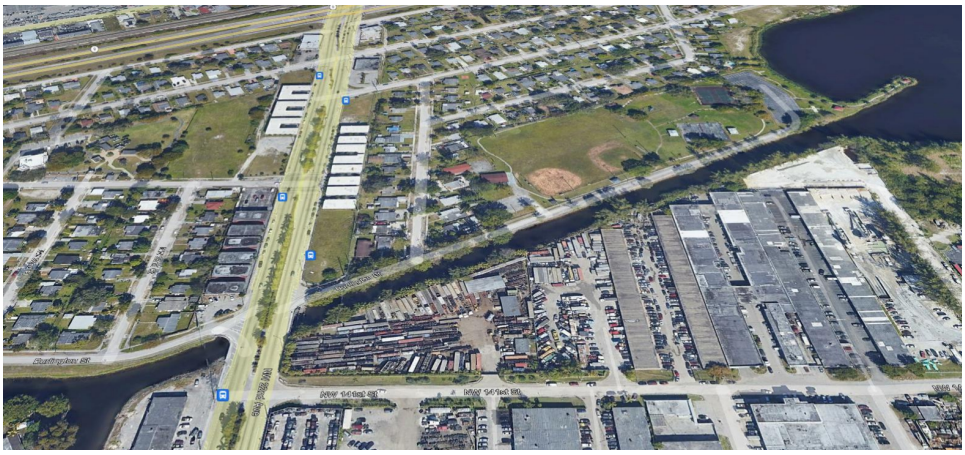
1900 Burlington Street Facing West



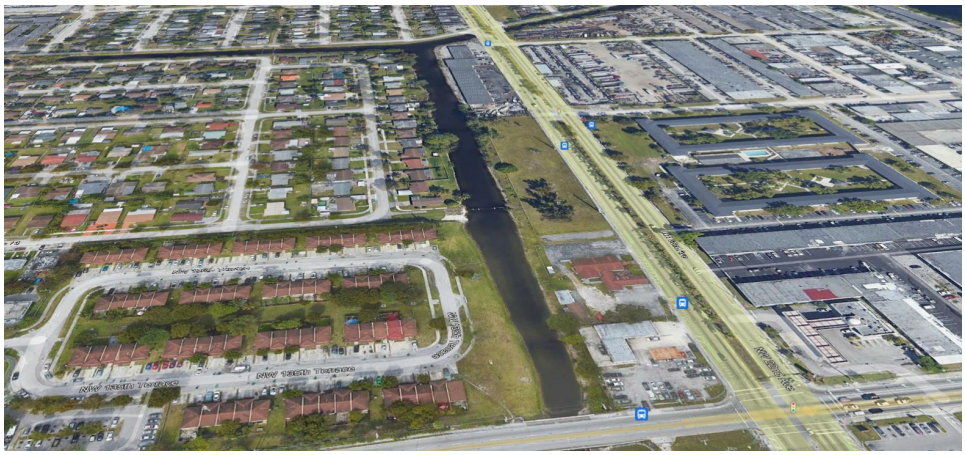
Facing North from Opa-locka Blvd



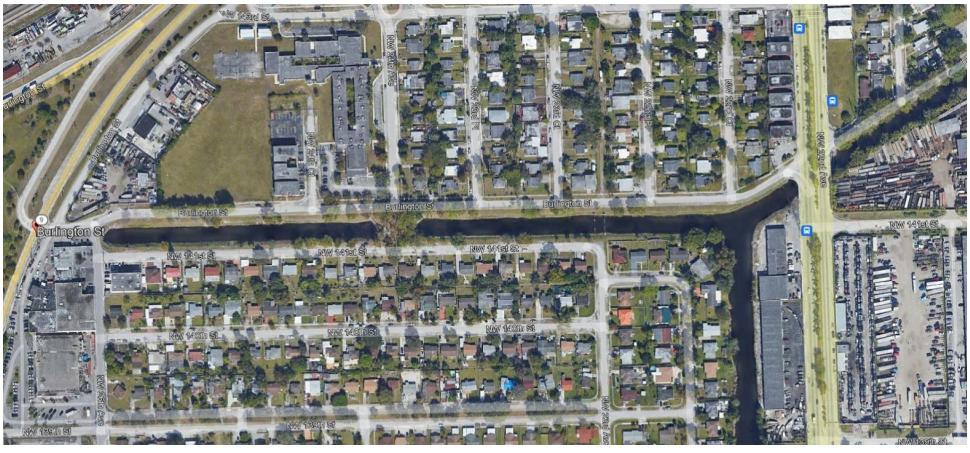
View from NW 141st Street facing North



Northeast spur of Burlington Canal



South spur of Burlington Canal



West Spur of Burlington Canal

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Office of the City Manager
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

Darvin Williams, JD, MBA, MPH
Interim City Manager

Telephone (305) 953-2821
Email: dwilliams@opalockafl.gov

November 7, 2022

BRIC Grant Program
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-210

RE: **2022 BRIC Application – City of Opa-locka's Burlington Street Canal Project**

Dear Program Manager:

The City of Opa-locka will provide a match of 25% or $450,000 to meet the requirements of the BRIC Grant Program. Any additional costs required to complete the project as identified in the application will be the responsibility of the City. Once the Burlington Street Canal project is complete, Opa-locka's professional staff and experienced contractors will also maintain the improvements relating to the project.

If you have any questions regarding the application, please contact me at 305-953-2868.

Sincerely,

DocuSigned by:
Darvin Williams
C46C07C1E8DE492...

Darvin Williams, JD, MBA, MPH
Interim City Manager

Cc: George Ellis, Assistant City Manager
Adelina Gross, CIP Coordinator
Airia Austin, Public Works Director

DocuSign Envelope ID: 6B9BC9FF-301F-41B6-A3A8-D3D7A70E3917

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 11/14/2022

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Opa-locka

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000394

* c. UEI: YFKCKZNKEVG3

d. Address:

* Street1: 780 Fisherman Street
Street2:
* City: Opa-locka
County/Parish:
* State: FL: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 33054-3806

e. Organizational Unit:

Department Name: Capital Improvement Programs

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.
* First Name: Adelina
Middle Name:
* Last Name: Gross
Suffix:

Title: Manager

Organizational Affiliation: Staff

* Telephone Number: 305-953-2868
Fax Number:

* Email: agross@opalockafl.gov

DocuSign Envelope ID: 6B9BC9FF-301F-41B6-A3A8-D3D7A70E3917

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Emergency Management Agency

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

DHS-22-MT-047-00-98

* Title:

FY 2022 Building Resilient Infrastructure and Communities (BRIC)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Location Map.pdf | Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Opa-locka Burlington Street Canal

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 24 | * b. Program/Project: 24

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2023 | * b. End Date: 10/30/2024

18. Estimated Funding ($):

* a. Federal	1,620,000.00
* b. Applicant	180,000.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	1,800,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

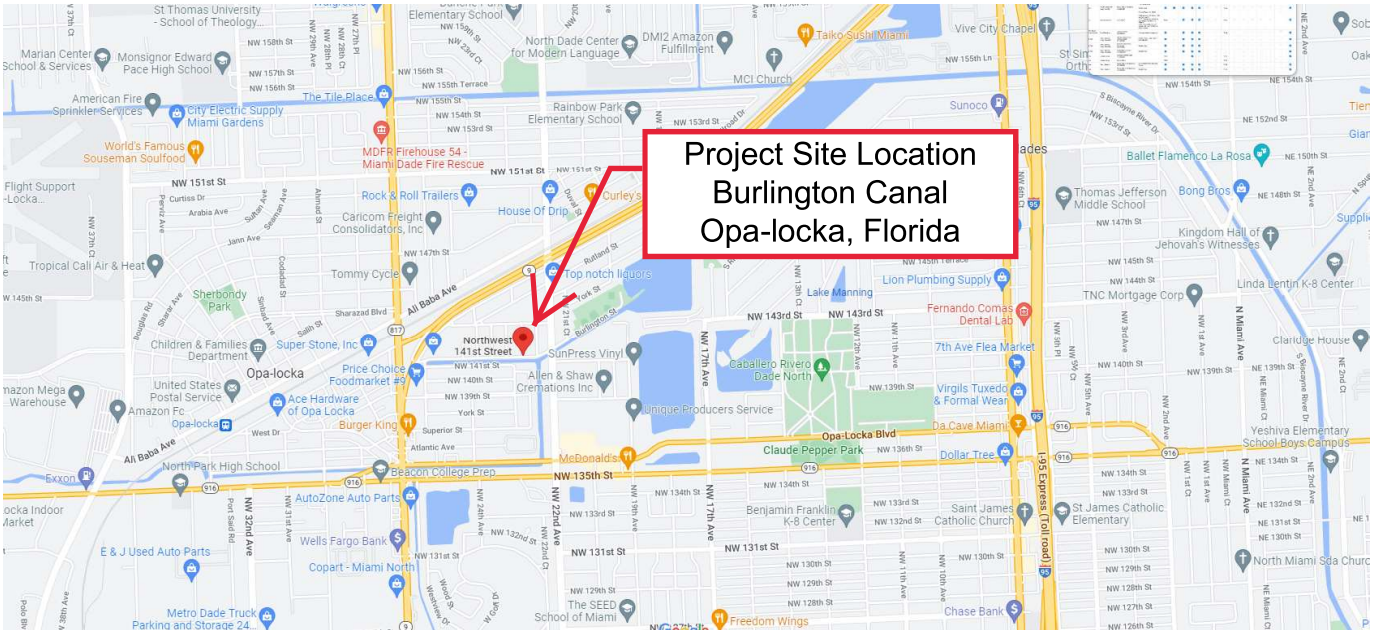
Authorized Representative:

Prefix:	Mr.
* First Name:	Darvin
Middle Name:	
* Last Name:	Williams
Suffix:	
* Title:	Interim City Manager
* Telephone Number:	305-953-2821
Fax Number:	
* Email:	dwilliams@opalockafl.gov

* Signature of Authorized Representative: DocuSigned by: Darvin Williams C46C07C1E8DE492... | * Date Signed: 11/8/2022

CITY OF OPA-LOCKA FLORIDA

Location Map



BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	$	$	$
2. Land, structures, rights-of-way, appraisals, etc.	$	$	$
3. Relocation expenses and payments	$	$	$
4. Architectural and engineering fees	$ 24,000.00	$	$ 24,000.00
5. Other architectural and engineering fees	$	$	$
6. Project inspection fees	$ 120,000.00	$	$ 120,000.00
7. Site work	$	$	$
8. Demolition and removal	$	$	$
9. Construction	$ 1,656,000.00	$	$ 1,656,000.00
10. Equipment	$	$	$
11. Miscellaneous	$	$	$
12. SUBTOTAL *(sum of lines 1-11)*	$ 1,800,000.00	$	$ 1,800,000.00
13. Contingencies	$	$	$
14. SUBTOTAL	$ 1,800,000.00	$	$ 1,800,000.00
15. Project (program) income	$	$	$
16. TOTAL PROJECT COSTS *(subtract #15 from #14)*	$ 1,800,000.00	$	$ 1,800,000.00

FEDERAL FUNDING

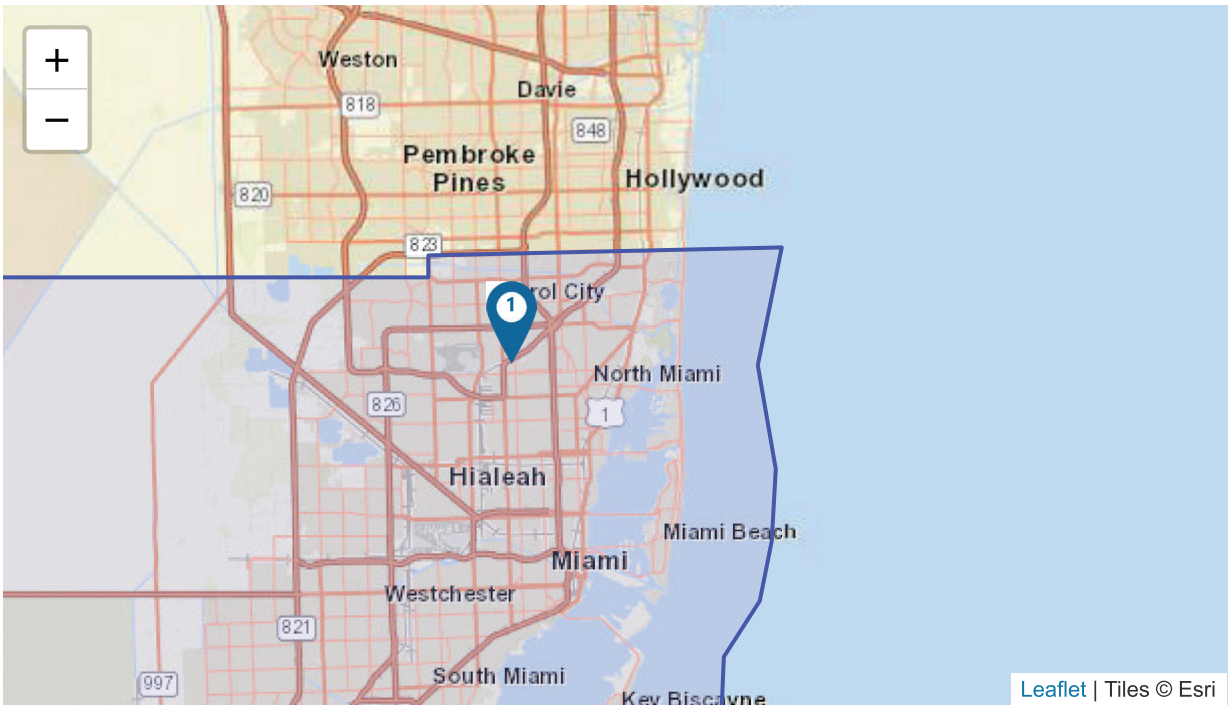
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 90 %	$ 1,620,000.00

Benefit-Cost Calculator

V.6.0 (Build 20221028.1600 | Release Notes)

Benefit-Cost Analysis

Project Name: Opa-locka Canal Restoration



				Using 7% Discount Rate			Using 3% Discount Rate (For FY22 BRIC and FMA only)			
Map Marker ▲	Mitigation Title	Property Type	Hazard	Benefits (B)	Costs (C)	BCR (B/C)	Benefits (B)	Costs (C)	BCR (B/C)	
1	Drainage Improvement @ 25.9031420; -80.2366869	•••	DFA - Coastal A Flood	$ 2,796,860	$ 1,840,788	1.52	$ 4,179,156	$ 1,860,946	2.25	
TOTAL (SELECTED)				**$ 2,796,860**	**$ 1,840,788**	**1.52**	**$ 4,179,156**	**$ 1,860,946**	**2.25**	
TOTAL				**$ 2,796,860**	**$ 1,840,788**	**1.52**	**$ 4,179,156**	**$ 1,860,946**	**2.25**	

Property Configuration

Property Title:	Drainage Improvement @ 25.9031420; -80.2366869
Property Location:	33054, Miami-Dade, Florida
Property Coordinates:	25.9031420, -80.2366869
Hazard Type:	Coastal A Flood
Mitigation Action Type:	Drainage Improvement
Property Type:	Other
Analysis Method Type:	Professional Expected Damages

Cost Estimation

Drainage Improvement @ 25.9031420; -80.2366869

Project Useful Life (years):	25
Project Cost:	$1,800,000
Number of Maintenance Years:	25 Use Default:Yes
Annual Maintenance Cost:	$3,500

Damage Analysis Parameters - Damage Frequency Assessment

Drainage Improvement @ 25.9031420; -80.2366869

Year of Analysis was Conducted:	2022
Year Property was Built:	1962
Analysis Duration:	61 Use Default:Yes

Professional Expected Damages Before Mitigation

Drainage Improvement @ 25.9031420; -80.2366869

	OTHER	OPTIONAL DAMAGES			VOLUNTEER COSTS		TOTAL
Recurrence Interval (years)	Damages ($)	Category 1 ($)	Category 2 ($)	Category 3 ($)	Number of Volunteers	Number of Days	Damages ($)
5	2,400,000	0	0	0	0	0	2,400,000

Annualized Damages Before Mitigation

Drainage Improvement @ 25.9031420; -80.2366869

Annualized Recurrence Interval (years)	Damages and Losses ($)	Annualized Damages and Losses ($)
5	2,400,000	480,000
	Sum Damages and Losses ($)	Sum Annualized Damages and Losses ($)
	2,400,000	480,000

Professional Expected Damages After Mitigation

Drainage Improvement @ 25.9031420; -80.2366869

	OTHER	OPTIONAL DAMAGES			VOLUNTEER COSTS		TOTAL
Recurrence Interval (years)	Damages ($)	Category 1 ($)	Category 2 ($)	Category 3 ($)	Number of Volunteers	Number of Days	Damages ($)
5	1,200,000	0	0	0	0	0	1,200,000

Annualized Damages After Mitigation

Drainage Improvement @ 25.9031420; -80.2366869

Annualized Recurrence Interval (years)	Damages and Losses ($)	Annualized Damages and Losses ($)
5	1,200,000	240,000
	Sum Damages and Losses ($)	Sum Annualized Damages and Losses ($)
	1,200,000	240,000

Standard Benefits - Ecosystem Services

Drainage Improvement @ 25.9031420; -80.2366869

Total Project Area (acres):	0
Percentage of Urban Green Open Space:	0.00%
Percentage of Rural Green Open Space:	0.00%
Percentage of Riparian:	0.00%
Percentage of Coastal Wetlands:	0.00%
Percentage of Inland Wetlands:	0.00%
Percentage of Forests:	0.00%
Percentage of Coral Reefs:	0.00%
Percentage of Shellfish Reefs:	0.00%
Percentage of Beaches and Dunes:	0.00%
Expected Annual Ecosystem Services Benefits:	$0

Benefits-Costs Summary

Drainage Improvement @ 25.9031420; -80.2366869

Total Standard Mitigation Benefits:	$2,796,860
Total Social Benefits:	$0
Total Mitigation Project Benefits:	$2,796,860
Total Mitigation Project Cost:	$1,840,788
Benefit Cost Ratio - Standard:	1.52
Benefit Cost Ratio - Standard + Social:	1.52

An official website of the United States government

United States Census Bureau

QuickFacts

Opa-locka city, Florida

QuickFacts provides statistics for all states and counties, and for cities and towns with a ***population of 5,000 or more***.

Table

All Topics	Opa-locka city, Florida
Total employment, percent change, 2019-2020	**X**
PEOPLE	
Population	
Population Estimates, July 1 2021, (V2021)	⚠ 16,022
Population estimates base, April 1, 2020, (V2021)	⚠ 16,454
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	⚠ -2.6%
Population, Census, April 1, 2020	16,463
Population, Census, April 1, 2010	15,219
Age and Sex	
Persons under 5 years, percent	⚠ 9.0%
Persons under 18 years, percent	⚠ 27.4%
Persons 65 years and over, percent	⚠ 12.8%
Female persons, percent	⚠ 49.5%
Race and Hispanic Origin	
White alone, percent	⚠ 32.4%
Black or African American alone, percent (a)	⚠ 58.5%
American Indian and Alaska Native alone, percent (a)	⚠ 0.0%
Asian alone, percent (a)	⚠ 0.1%
Native Hawaiian and Other Pacific Islander alone, percent (a)	⚠ 0.0%
Two or More Races, percent	⚠ 5.3%
Hispanic or Latino, percent (b)	⚠ 40.9%
White alone, not Hispanic or Latino, percent	⚠ 3.5%
Population Characteristics	
Veterans, 2016-2020	415
Foreign born persons, percent, 2016-2020	34.0%
Housing	
Housing units, July 1, 2021, (V2021)	X
Owner-occupied housing unit rate, 2016-2020	31.4%
Median value of owner-occupied housing units, 2016-2020	$169,900
Median selected monthly owner costs -with a mortgage, 2016-2020	$1,349
Median selected monthly owner costs -without a mortgage, 2016-2020	$361
Median gross rent, 2016-2020	$894
Building permits, 2021	X
Families & Living Arrangements	
Households, 2016-2020	5,534
Persons per household, 2016-2020	2.88
Living in same house 1 year ago, percent of persons age 1 year+, 2016-2020	88.4%
Language other than English spoken at home, percent of persons age 5 years+, 2016-2020	47.3%
Computer and Internet Use	
Households with a computer, percent, 2016-2020	81.9%
Households with a broadband Internet subscription, percent, 2016-2020	59.5%
Education	
High school graduate or higher, percent of persons age 25 years+, 2016-2020	68.0%
Bachelor's degree or higher, percent of persons age 25 years+, 2016-2020	8.7%
Health	
With a disability, under age 65 years, percent, 2016-2020	8.7%
Persons without health insurance, under age 65 years, percent	⚠ 22.1%
Economy	
In civilian labor force, total, percent of population age 16 years+, 2016-2020	53.8%
In civilian labor force, female, percent of population age 16 years+, 2016-2020	45.6%
Total accommodation and food services sales, 2017 ($1,000) (c)	D
Total health care and social assistance receipts/revenue, 2017 ($1,000) (c)	14,552
Total transportation and warehousing receipts/revenue, 2017 ($1,000) (c)	169,291
Total retail sales, 2017 ($1,000) (c)	108,391
Total retail sales per capita, 2017 (c)	$6,686
Transportation	

Mean travel time to work (minutes), workers age 16 years+, 2016-2020	26.8
Income & Poverty	
Median household income (in 2020 dollars), 2016-2020	$22,494
Per capita income in past 12 months (in 2020 dollars), 2016-2020	$14,946
Persons in poverty, percent	⚠ 40.4%

BUSINESSES

Businesses	
Total employer establishments, 2020	X
Total employment, 2020	X
Total annual payroll, 2020 ($1,000)	X
Total employment, percent change, 2019-2020	**X**
Total nonemployer establishments, 2019	X
All employer firms, Reference year 2017	494
Men-owned employer firms, Reference year 2017	308
Women-owned employer firms, Reference year 2017	56
Minority-owned employer firms, Reference year 2017	272
Nonminority-owned employer firms, Reference year 2017	182
Veteran-owned employer firms, Reference year 2017	S
Nonveteran-owned employer firms, Reference year 2017	409

GEOGRAPHY

Geography	
Population per square mile, 2020	3,821.5
Population per square mile, 2010	3,535.8
Land area in square miles, 2020	4.31
Land area in square miles, 2010	4.30
FIPS Code	1251650

About datasets used in this table

Value Notes

⚠ Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info ⓘ icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2021) refers to the final year of the series (2020 thru 2021). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2016-2020 ACS 5-year estimates to other ACS estimates. For more information, please visit the 2020 5-year ACS Comparison Guidance page.

Fact Notes

(a) Includes persons reporting only one race
(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data
(b) Hispanics may be of any race, so also are included in applicable race categories

Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper interval of an open ended distribution.
F Fewer than 25 firms
D Suppressed to avoid disclosure of confidential information
N Data for this geographic area cannot be displayed because the number of sample cases is too small.
FN Footnote on this item in place of data
X Not applicable
S Suppressed; does not meet publication standards
NA Not available
Z Value greater than zero but less than half unit of measure shown

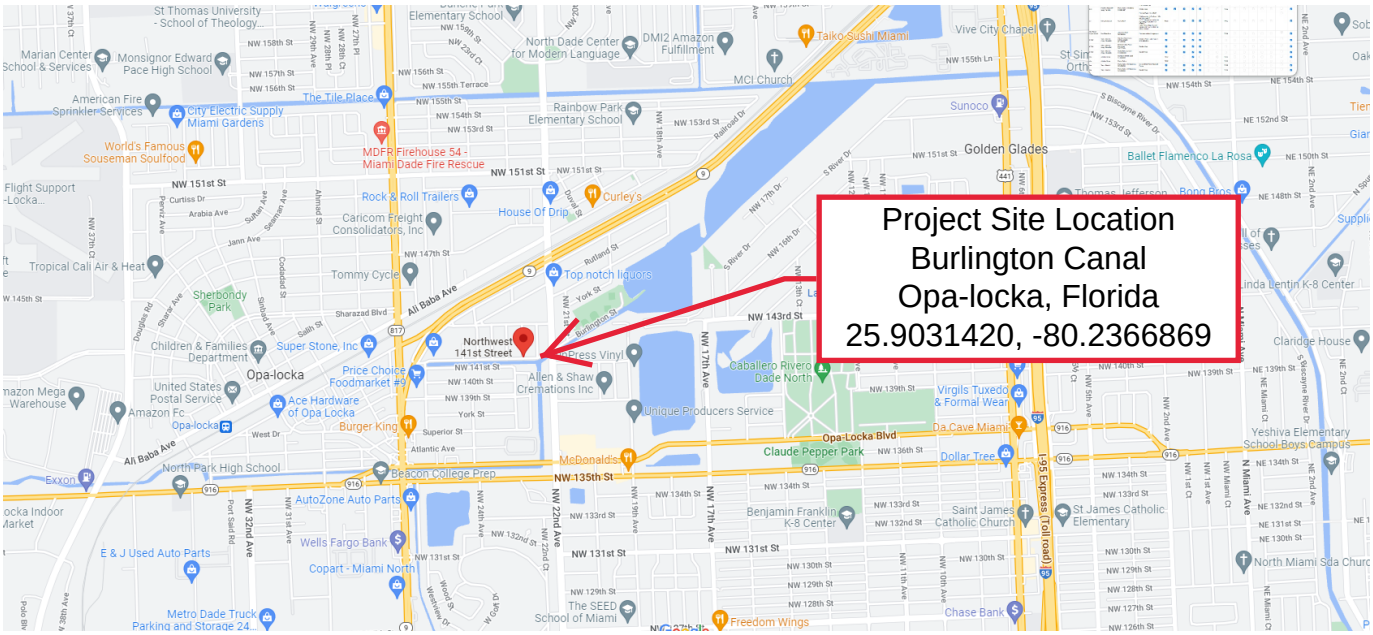
QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

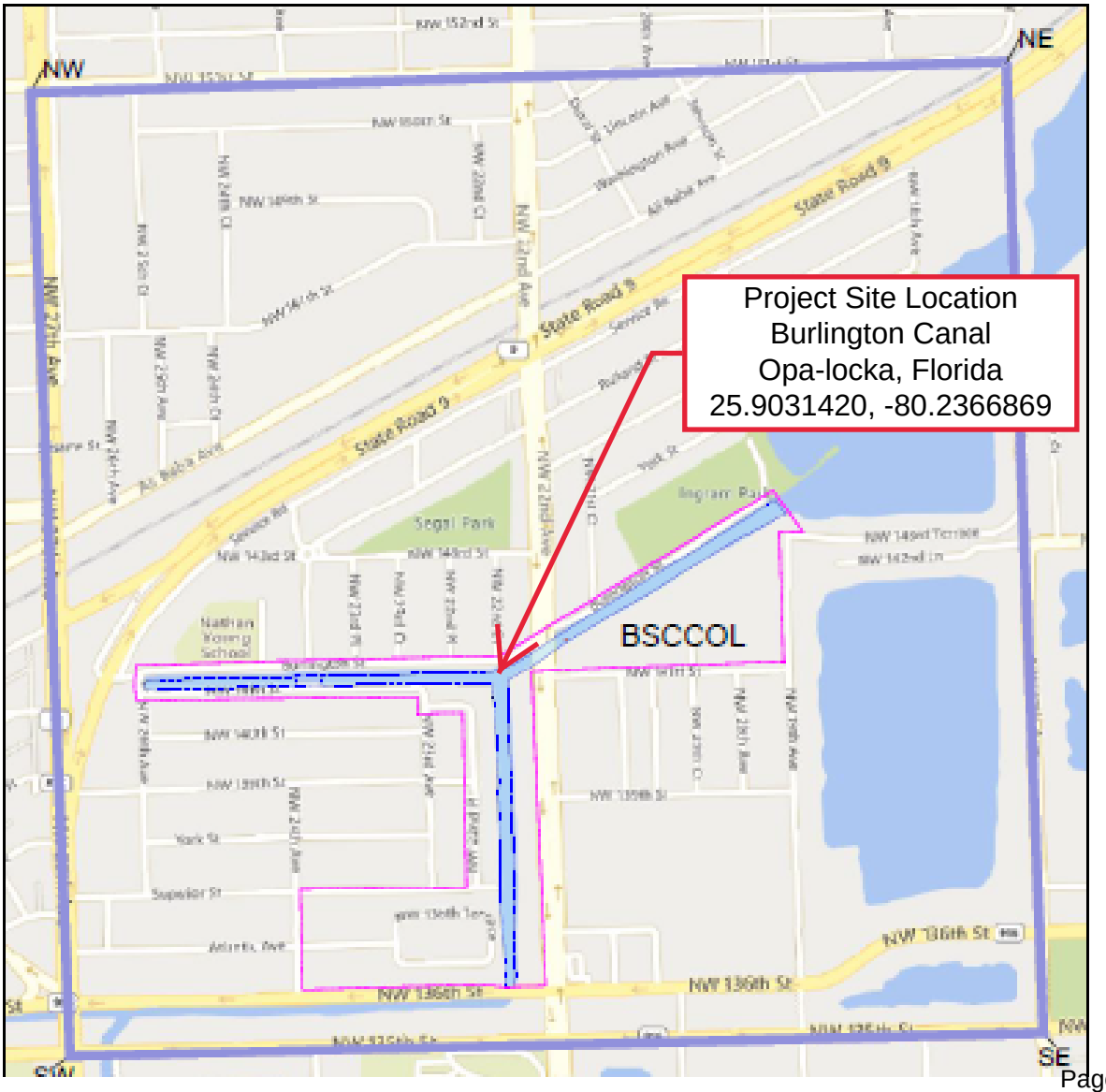
CONNECT WITH US

Accessibility | Information Quality | FOIA | Data Protection and Privacy Policy | U.S. Department of Commerce

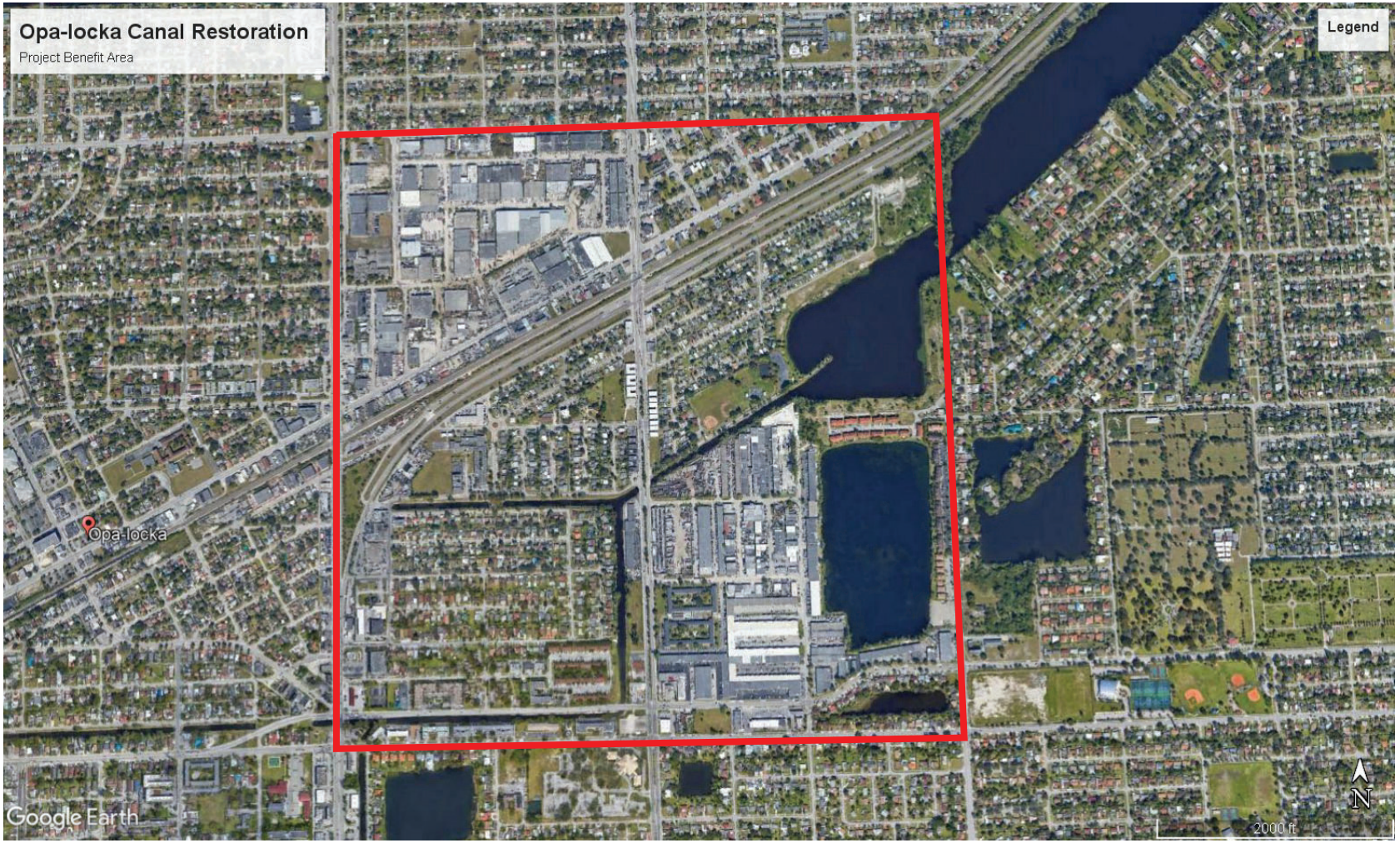
CITY OF OPA-LOCKA FLORIDA

Location Map





Opa-locka Canal Restoration - Mitigation Project Benefit Area Map



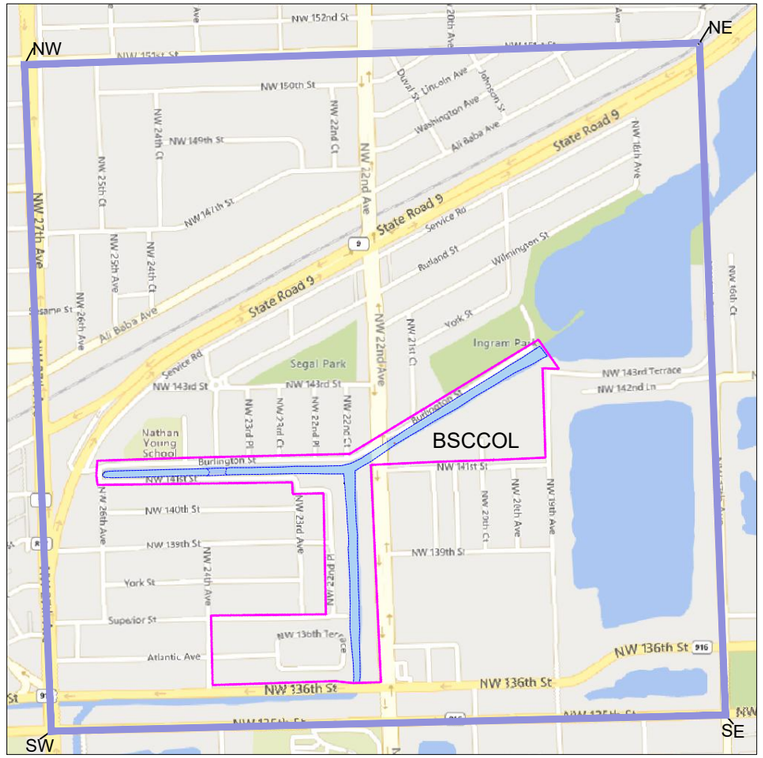
CITY OF OPA-LOCKA FLORIDA

Burlington Street Canal Slope Restoration for City of Opa-Locka, FL

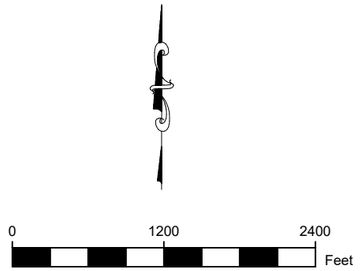
PROJECT NOTES:

1. GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONSTRUCTION DOCUMENTS.
2. PLANS WERE PREPARED ACCORDING TO INFORMATION COLLECTING IN THE FIELD WITH SURVEYING INSTRUMENTS, HISTORICAL DATA FROM PUBLICLY AVAILABLE SOURCES, AND PALM BEACH COUNTY GIS DATA ON PARCELS, LOTS, ROADWAY, ETC.
3. THIS IS NOT A BOUNDARY SURVEY.
4. SURVEY WAS PERFORMED ON FEBRUARY 4TH, 2022 BY LANDSHORE ENTERPRISES, LLC.
5. THE SCALES OF THE PLANS MAY HAVE CHANGE DUE TO REPRODUCTION, PLAN SHEETS ARE RECOMMENDED TO BE PRINTED OR PLOTTED ON 11"X17" PAPER.
6. COORDINATE SYSTEMS HEREON FOR THE HORIZONTAL SYSTEM ARE BASED ON NORTH AMERICAN DATUM OF 1983 (NAD 83) FLORIDA STATES PLANES, East ZONE AND FOR THE VERTICAL SYSTEM ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88), AND THE UNITS ARE BASED ON US FOOT.
7. THE BEARINGS VALUES SHOWN HEREON ARE BASED ON GPS/RTK OBSERVATIONS AND RTK CORRECTIONS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA PERMANENT REFERENCE NETWORK.
8. THE PROJECT SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE INSTRUMENTS OF RECORD AND NOT OF RECORD, AFFECTING THE SUBJECT PARCEL THAT ARE NOT SHOWN ON THIS SURVEY.
9. CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL AT 1-(800)-432-4770 AT LEAST 48 HOURS PRIOR TO PERFORMING ANY DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.

Call 48 hours before you dig
1-800-432-4770
It's the law!
Sunshine State One Call of Florida, Inc.



VICINITY MAP



SCALE: 1" = 1200'

Section 22 Township 52 South, Range 41 East

Section	S22 T52S R41E	
Meridian	Tallahassee	
State	Florida	
Source	USFS	
GLO	GLO Township Records	
Calculated Values		
Acres	651	
Centroid	25.9047174, -80.2358066	
Corners	NW	25.9117653, -80.2442674
	NE	25.9122453, -80.2280073
	SE	25.8976053, -80.2273775
	SW	25.8972454, -80.2436174

https://www.earthpoint.us/townshipssearchbydescription.aspx

April 18, 2022

CERTIFICATION TO PLANS

THIS IS TO CERTIFY THAT THE CONSTRUCTION PLANS AND SPECIFICATIONS AS CONTAINED HEREIN WERE PREPARED AND DESIGNED BY LANDSHORE ENTERPRISES, LLC. THESE CONSTRUCTION DRAWINGS WERE PREPARED EITHER DIRECTLY, OR UNDER THE SUPERVISION AND DIRECTION OF THE RESPECTIVE UNDERSIGNED, WHOSE LICENSE NUMBER AS A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA IS AFFIXED BELOW.

ENGINEER: PIETER M. LOMBARD REG. NO. 66596

REVISIONS	DATE	BY

INDEX OF SHEETS

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	LEGEND AND ABBREVIATIONS
4	PHASES PLAN
5-7	TOPOGRAPHIC PLAN
8	TREE REMOVAL PLAN
9-16	PLAN AND CROSS SECTIONS
17	EROSION CONTROL ELEMENT DETAILS
18-20	MANUFACTURER'S SPECIFICATIONS

PREPARED FOR

Office of Capital Improvement Projects /Programs

3400 NW 135th St., Bldg.B, Opa-Locka, FL 33054

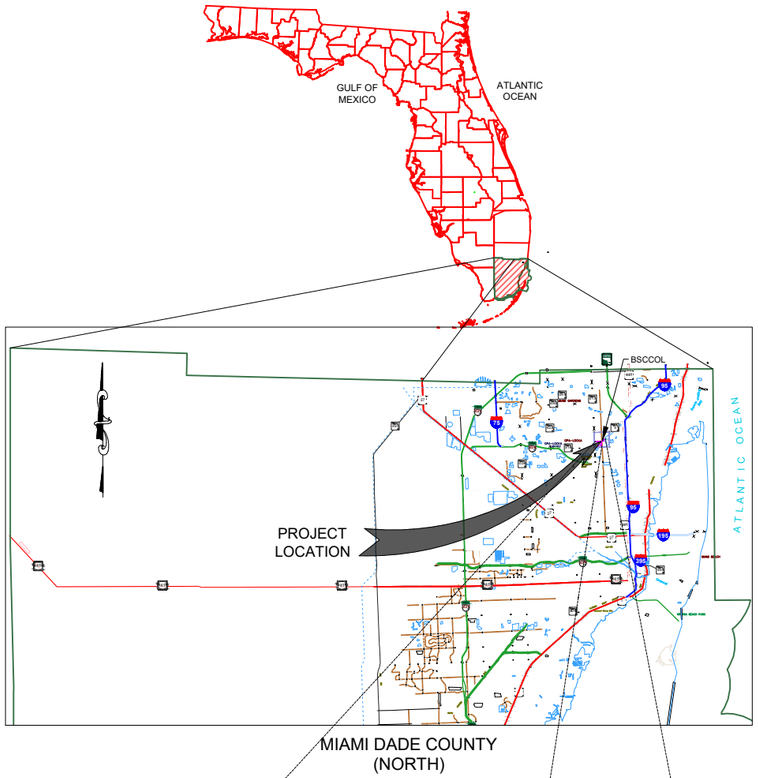
PREPARED BY

Landshore Enterprises, LLC
"Your Shoreline Protection Specialists"
188 Triple Diamond Blvd., Ste. #A4
North Venice, FL 34275
Office: 941-303-5238
Fax: 941-218-6113
E-mail: info@landshore.com

PIETER M. LOMBARD,
ENGINEER, P.E.
FLORIDA REGISTRATION No. 66596

DESIGNED BY:	NV
DRAWN BY :	NV
CHECKED BY:	AVDV
APPROVED BY:	PML
PROJECT NO:	2022-03

SHEET 1 OF 20





LOCATION MAP

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF GOVERNMENT ENTITIES WHICH WILL APPLY, AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE.
2. ALL CONSTRUCTION SHALL BE PERFORMED IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.
3. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO COMMENCING CONSTRUCTION.
4. UPON RECEIPT OF NOTICE OF AWARD AND AFTER OBTAINING AN ENGINEERING CONSTRUCTION PERMIT FROM APPLICABLE AGENCIES, THE CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE TO INCLUDE CLIENT, THE CONTRACTOR, AND THE ENGINEER OF RECORD.
5. CONTRACTOR SHALL CONTACT STATE 811, AT LEAST 48 HOURS PRIOR TO PERFORMING ANY DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UTILITIES. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.
6. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD AND UNDERGROUND UTILITIES.
7. EXISTING UNDERGROUND UTILITIES, IF SHOWN ON THE DRAWINGS, HAVE BEEN SHOWN BASED UPON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE REQUIRED TO MARK AND CLEARLY DELINEATE LOCATIONS OF EXISTING UTILITIES WITHIN AREAS OF WORK PRIOR TO EXCAVATION TO AVOID DAMAGE. THE CONTRACTOR SHALL MAKE ALL REASONABLE EFFORTS TO LOCATE, IDENTIFY AND MARK EXISTING UTILITIES BY FIELD VERIFICATION, COORDINATION WITH UTILITY COMPANIES AND ELECTRONIC OR OTHER SUCH DETECTION TECHNOLOGY AND MEANS AND SHALL BEAR ALL COSTS FOR THIS WORK.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS AND COSTS TO CORRECT DAMAGES RESULTING FROM FAILURE TO TAKE ALL NECESSARY PRECAUTIONS INCLUDING LOCATING, MARKING AND CAREFUL EXCAVATION. (CONTRACTOR SHALL AVOID DAMAGING EXISTING IRRIGATION SYSTEMS. IN CASE OF DAMAGE, THE CONTRACTOR SHALL REPLACE IRRIGATION SYSTEMS TO MATCH EXISTING CONDITIONS AND LOCATION).
9. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER.
10. CONTRACTOR SHALL PROVIDE HIS OWN LINE AND GRADE FROM HORIZONTAL AND VERTICAL CONTROL.
11. FOR EACH PROJECT AREA, VERTICAL CONTROL IS BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).
12. ANY N.A.V.D. BENCH MARK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED AND PROPERLY REFERENCED BY A REGISTERED-PROFESSIONAL ENGINEER IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE STATE BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK AT THE SITE.
13. ALL STATIONS AND OFFSETS REFER TO [BASELINE] OF CONSTRUCTION, UNLESS OTHERWISE STATED.
14. CONTRACTOR SHALL NOT SCALE DIMENSIONS FROM PLANS FOR CONSTRUCTION PURPOSES.
15. THE CONTRACTOR IS ALERTED TO THE PRESENCE OF UNDERGROUND WIRES AND POLES IN THE PROJECT AREA. THE METHOD OF CONSTRUCTION IN THESES LOCATIONS MUST COMPLY WITH ALL OSHA SAFETY STANDARDS. THE CONTRACTOR SHALL INSPECT THESE SITES AND BE RESPONSIBLE FOR DETERMINING WHAT METHOD OF PREPARATION AND CONSTRUCTION WILL BE USED TO COMPLY WITH THESE REQUIREMENTS.
16. THE CONTRACTOR SHALL NOTIFY THE CLIENT AT LEAST 24 HOURS PRIOR TO BEGINNING OF WORK.
17. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, GRAVITY SEWER, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
18. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE CLIENT ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY THE WORK, EQUIPMENT, EMPLOYEES OR SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.
19. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC FLOW PATTERNS THROUGHOUT ALL WORK OPERATIONS. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE CITY, STATE AND LOCAL GOVERNMENT CODES.
20. ALL EXCAVATIONS SHALL COMPLY WITH OSHA'S EXCAVATION SAFETY STANDARDS AND TRENCH SAFETY CODES, CONTRACTOR SHALL FURNISH THE OWNER WITH WRITTEN ASSURANCE THAT HE WILL COMPLY WITH THESE REGULATIONS.
21. THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH.
22. CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING TREES, STRUCTURES AND UTILITIES WHICH MAY NOT BE SHOWN ON PLANS. ANY STRUCTURE, PAVEMENT, TREES OR OTHER EXISTING IMPROVEMENT NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARY DAMAGED, EXPOSED OR IN ANY WAY DISTURBED BY CONSTRUCTION PERFORMED UNDER THIS CONTRACT, SHALL BE REPAIRED, PATCHED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
23. CONTRACTOR TO RELOCATE TREES AS DIRECTED BY THE CLIENT. CONTRACTOR SHALL AVOID DAMAGE TO ANY EXISTING TREES TO REMAIN. EXISTING TREES SHALL BE REMOVED ONLY IF REQUIRED FOR CONSTRUCTION. THOSE TREES NOT INTERFERING WITH CONSTRUCTION SHALL BE PROTECTED IN PLACE.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING AT HIS OWN EXPENSE ANY ITEMS, INCLUDING BUT NOT LIMITED TO NEARBY PROPERTIES AND EXISTING DRAINAGE INFRASTRUCTURE, DAMAGED DUE TO HIS PERSONNEL OR EQUIPMENT INSIDE AND/OR OUTSIDE OF THE CONSTRUCTION AREA.
25. CONTRACTOR SHALL ENSURE THAT ALL MUD OR ANY OTHER TYPE OF DEBRIS IS CLEANED FROM ADJACENT ROADWAYS (WHERE APPLICABLE) AT THE END OF EACH DAY. CONTRACTOR SHALL BE LIABLE FOR ANY PERSONAL OR PROPERTY DAMAGE CAUSED BY ANY TYPE OF DEBRIS LEFT ON ROADWAYS AND/OR PEDESTRIAN WAYS.
26. CONTRACTOR SHALL AVOID DAMAGING EXISTING IRRIGATION SYSTEMS. IF PLANS AND BLUEPRINTS ARE NOT PROVIDED OR AVAILABLE THE CONTRACTOR WILL NOT BE RESPONSIBLE.
27. THE INFORMATION PROVIDED IN THESE DRAWINGS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS WHICH WILL BE ENCOUNTERED DURING THE COURSE OF WORK. THE CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSION REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH BIDS WILL BE BASED.

SOIL EROSION, SEDIMENT, AND TURBIDITY CONTROL GENERAL NOTES

1. THIS PROJECT IS SUBJECT TO ALL RELATED ENVIRONMENTAL REQUIREMENTS WHICH INCLUDE A "CONTROL OF EROSION AND SEDIMENTATION PLAN". THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING NECESSARY AND ADEQUATE MEASURES FOR PROPER CONTROL OF EROSION DUE TO SEDIMENTATION RUNOFF FROM THE SITE PRIOR TO CONSTRUCTION OPERATIONS IN A PARTICULAR AREA. ALL SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO START OF CONSTRUCTION. FIELD ADJUSTMENTS WITH RESPECT TO LOCATIONS AND DIMENSIONS MAY BE MADE BY THE ENGINEER AS REQUIRED.
2. EROSION CONTROL MEASURES WILL BE INSPECTED AT LEAST WEEKLY AND AFTER EACH RAIN FOR DAMAGE AND GENERAL EFFECTIVENESS. ANY DAMAGED OR INEFFECTIVE CONTROLS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR.
3. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED, IF DEEMED NECESSARY, BY THE ON-SITE INSPECTOR.
4. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. TEMPORARY AND PERMANENT MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
5. ALL TEMPORARY SEDIMENT CONTROL DEVICES SHALL BE LEFT IN PLACE AND MAINTAINED UNTIL THE AREA HAS BEEN COMPLETELY STABILIZED WITH PERMANENT VEGETATION.
6. ALL CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ON TO ANY PUBLIC RIGHT-OF-WAY. THIS SHALL REQUIRE PERIODIC TOP DRESSING WITH STONE, AS CONDITIONS REQUIRE. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED ON TO PUBLIC RIGHT-OF-WAY OR INTO STORM DRAINS SHALL BE PROMPTLY REMOVED BY CONTRACTOR.
7. FLOATING TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AS CLOSE AS POSSIBLE TO THE CONSTRUCTION OPERATION UPSTREAM AND DOWNSTREAM OF CANALS. TURBIDITY BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS AND DETAILS.
8. TURBIDITY BARRIERS WILL BE RELOCATED ALONG THE SHORELINE AS THE SECTIONS/PHASES OF CONSTRUCTION ARE COMPLETED.
9. TURBIDITY SCREENS OR EQUIVALENT SHALL BE PROPERLY EMPLOYED AND MAINTAINED AS NECESSARY DURING CONSTRUCTION ACTIVITIES SO THAT TURBIDITY LEVELS DO NOT EXCEED 29 NTU's ABOVE NATURAL BACKGROUND 50 FEET DOWNSTREAM OF POINT OF DISCHARGE. IF TURBIDITY LEVELS EXCEED THESE LIMITS, PROJECT ACTIVITIES SHALL IMMEDIATELY CEASE, AND WORK SHALL NOT RESUME UNTIL TURBIDITY LEVELS DROP TO WITHIN THESE LIMITS.
10. CONTRACTOR SHALL SOD GRASS AREAS DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO OWNER.
11. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE ENVIRONMENTAL PROTECTION AGENCY (EPA) AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES).
12. IF 1 ACRE OR MORE IS DISTURBED, A NPDES GENERAL PERMIT IS REQUIRED.

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REVISIONS

DATE	BY	DESCRIPTION

Burlington Street Canal Slope Restoration for City of Opa-Locka, FL

Landshore Enterprises, LLC
Environmental Engineering, Erosion Control & Construction Management
d/b/a Erosion Restoration, LLC
"Your Shoreline Protection Specialists"
188 Triple Diamond Blvd., Ste. #A4
North Venice, FL 34275
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Fax: 941-218-6113
E-mail: info@landshore.com

BY: _____
PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

GENERAL NOTES

PROJECT NO.	SHEET	OF
2022-03	2	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	N.T.S.

LEGEND

SYMBOL/LINE	DESCRIPTION
℄	BASELINE
N32°59'57.19"E	BEARING
	CATCH BASIN
℄	CENTERLINE
Ø	DIAMETER
⊠ 2.94	EXISTING GROUND ELEVATION (FROM SURVEY)
	HYDRANT
	LIGHTPOLE
	OFFICIAL BENCHMARK (BM)
	PALM TREES
	POLE
	SET OR FOUND SURVEY CONTROL POINT
	SIGN (SINGLE SUPPORT)
	SIGNAL MAST ARM
	SURVEY CONTROL POINT (SCP)
	SURVEY CONTROL POINT (SCP/TBM)
	TEMPORARY BENCHMARK (TBM)
	TREES
	CANAL MAINTENANCE EASEMENT
	CANAL RIGHT OF WAY
	CANAL RIGHTS ON RESERVATION
	EFT 10' SACRIFICIAL TUBE
	EFT 10' BASE TUBE
	EFT 12.5' BASE TUBE
	EFT 12.5' SUPPORTING TUBE
	EXISTING FENCE
X X	EXISTING CHAIN LINK FENCE
	EXISTING GUARDRAIL
	EXISTING SHRUBS
	GRASS SOD
	FLEXAMAT
	GUY ANCHOR
	PRIORITY 01: SERIOUS CONDITION
	PRIORITY 02: POOR CONDITION
	PRIORITY 03: FAIR CONDITION
X X X	PROPOSED CHAIN LINK FENCE
	PROPOSED HANDRAIL
	SHEET PILING

SYMBOL/LINE	DESCRIPTION
1 / 28	DETAIL NUMBER TYPICAL DETAIL CALL OUT DETAIL SHEET NUMBER
	ARTICULATING CONCRETE BLOCK MATS (ACBs)
	BEDDING STONE/CRUSHED CONCRETE
	EMBANKMENT
	REGULAR EXCAVATION
	RIP-RAP
	RIP-RAP (BOULDER)
	FLEXAMAT
	PLANTS
	SEAWALL
	STACKED CANAL BANK STABILIZATION (CBS)
	STRUCTURAL FILL
	EROSION CONTROL PANEL
	TREE FOLIAGE
PTOB	PROPOSED TOP OF BANK
TOB TOB	TOP OF BANK
TOS TOS	TOP OF SLOPE
	TURBIDITY BARRIER
	WARNING BARRIER FENCE
WL WL	WATER LINE
1 2	TREE AND PALM TO BE REMOVED

ABBREVIATIONS

ASPH =	ASPHALT
℄ =	BASELINE
BLCP =	BASELINE CONTROL POINT (TO BE SET BY CONTRACTOR)
BM =	BENCHMARK
BSCCOL =	BURLINGTON STREET CANAL, CITY OF OPA-LOCKA, FL
℄ =	CENTERLINE
C.L.F. =	CHAIN LINK FENCE
C.M.E. =	CANAL MAINTENANCE EASEMENT
CAP =	CORRUGATED ALUMINUM Pipe
CBS =	CANAL BANK STABILIZATION
CES =	CONTROL ELEVATION STRUCTURE
CMP =	CORRUGATED METAL PIPE
COA =	COLLAPSED AREA
CONC =	CONCRETE
COR =	CORNER
CS =	CLEAN SAND
CSLAB =	CONCRETE SLAB
DC=	DATA COLLECTOR
DIP =	DUCTILE IRON Pipe
DWT=	DESIGN WATER TABLE
ELEV =	ELEVATION
EOP =	EDGE OF PAVEMENT
EOW =	EDGE OF WATER
ERA =	ERODED AREA
ESMT =	EASEMENT
ETOB =	EXISTING TOP OF BANK
EXIST =	EXISTING
EG =	EXISTING GROUND
FG =	FINISH GRADE
FDOT =	FLORIDA DEPARTMENT OF TRANSPORTATION
FT =	FEET
G =	GAS
GR =	GRADE
HFT=	HOUSE FOOTPRINT
HOR =	HORIZONTAL
HWT =	HIGH WATER TABLE
INV =	INVERT
IRR =	IRRIGATION
LB =	POUND
LT =	OFFSET LEFT
MUTCD =	MANUAL OF UNIFORM TRAFFIC DEVICES
N/A =	NOT APPLICABLE
NAD =	NORTH AMERICAN DATUM
NAVD =	NATIONAL AMERICAN VERTICAL DATUM
NG=	NATURAL GRADE
NGVD =	NATIONAL GEODETIC VERTICAL DATUM
NTS =	NOT TO SCALE
NTU =	NEPHELOMETRIC TURBIDITY UNITS
OWT =	OBSERVED WATER TABLE
℄ =	PROPERTY LINE
PB =	PLAT BOOK
PED =	PEDESTRIAN
PG =	PAGE
PI =	POINT OF INTERSECTION
P&P =	PLAN AND PROFILE
PR=	PRACTICE RANGE
PROP. =	PROPOSED
PVC =	POLYVINYL CHLORIDE
PVMT =	PAVEMENT
R/W =	RIGHT OF WAY
RT =	OFFSET RIGHT
SAN =	SANITARY
SCP =	SURVEY CONTROL POINT
SDWK =	SIDEWALK
WMD =	WATER MANAGEMENT DISTRICT
SP =	SHEET PILING
SPK =	SPRINKLER
SWPPP	STORMWATER POLLUTION PREVENTION PLAN
ST =	STORM
STA =	STATION
STD =	STANDARD
TBM =	TEMPORARY BENCHMARK
TOBP =	TOP OF BANK (PROPOSED)
TOB =	TOP OF BANK
TOS =	TOP OF SLOPE
TYP =	TYPICAL
UT =	UTILITY
VERT =	VERTICAL
W =	WATER
WD =	WOOD DOCKS
WL =	WATERLINE
XS =	CROSS SECTION

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REVISIONS

DATE	BY	DESCRIPTION

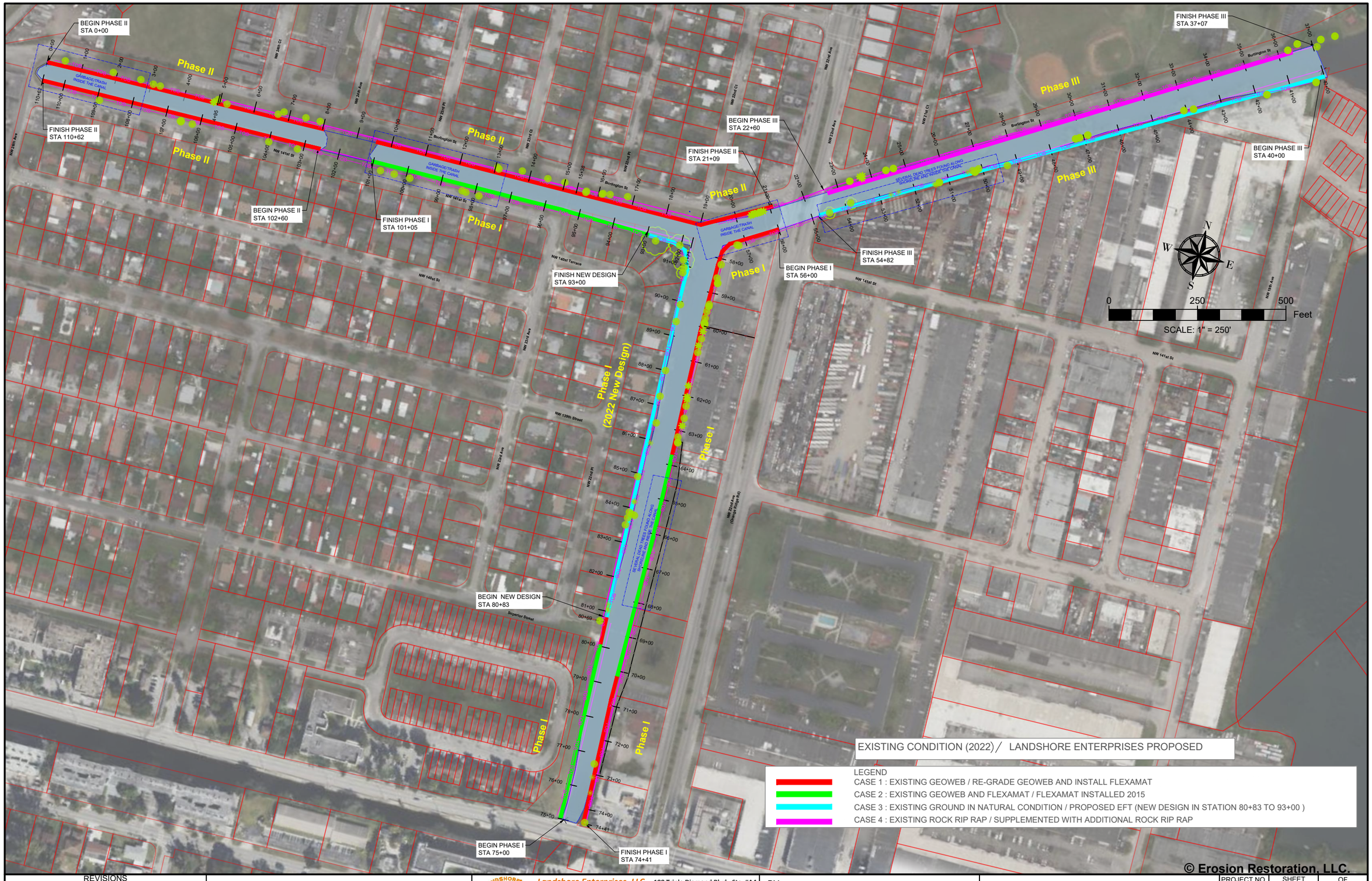
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Environmental Engineering, Erosion Control & Construction Management d/b/a Erosion Restoration, LLC
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PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

LEGEND AND ABBREVIATIONS

PROJECT NO.	SHEET	OF
2022-03	3	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	NTS



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REVISIONS		
DATE	BY	DESCRIPTION

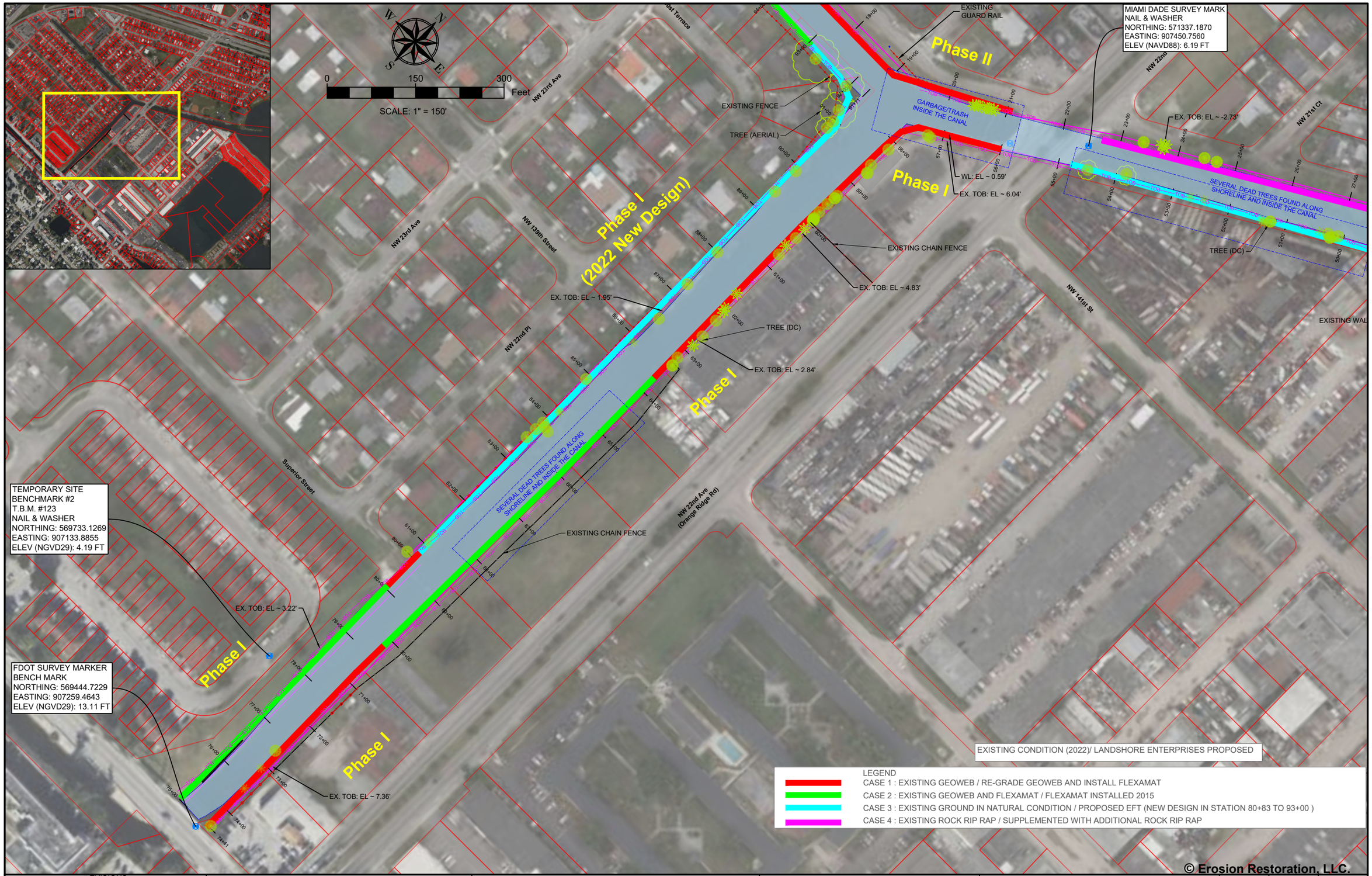
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BY: _____
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FL LIC. No. 66596
ENGINEER OF RECORD

PHASES PLAN

PROJECT NO.	SHEET	OF
2022-03	4	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	1" = 250'



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REVISIONS		
DATE	BY	DESCRIPTION

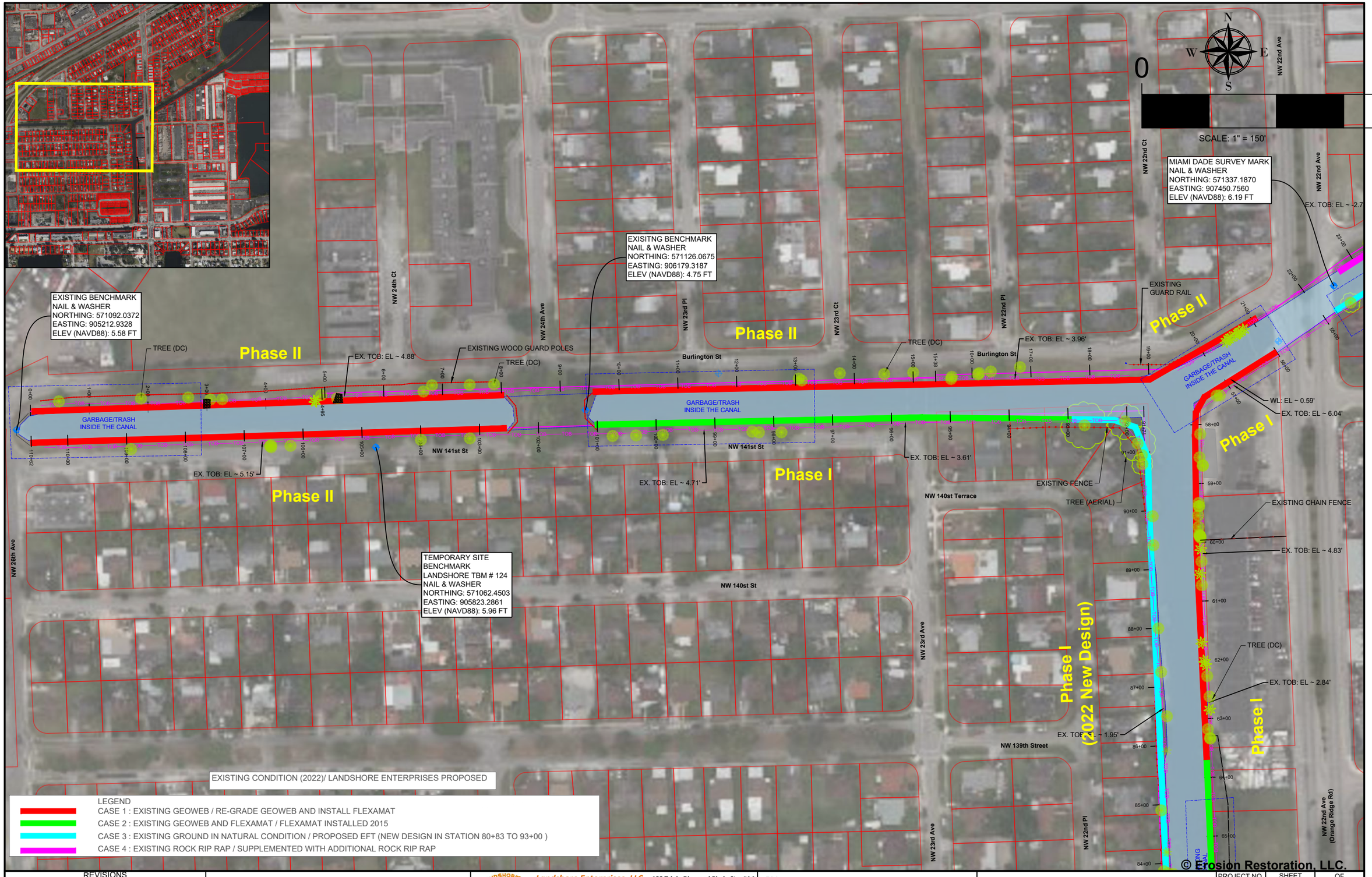
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ENGINEER OF RECORD

TOPOGRAPHIC PLAN

PROJECT NO.	SHEET	OF
2022-03	5	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	1" = 150'



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REVISIONS		
DATE	BY	DESCRIPTION

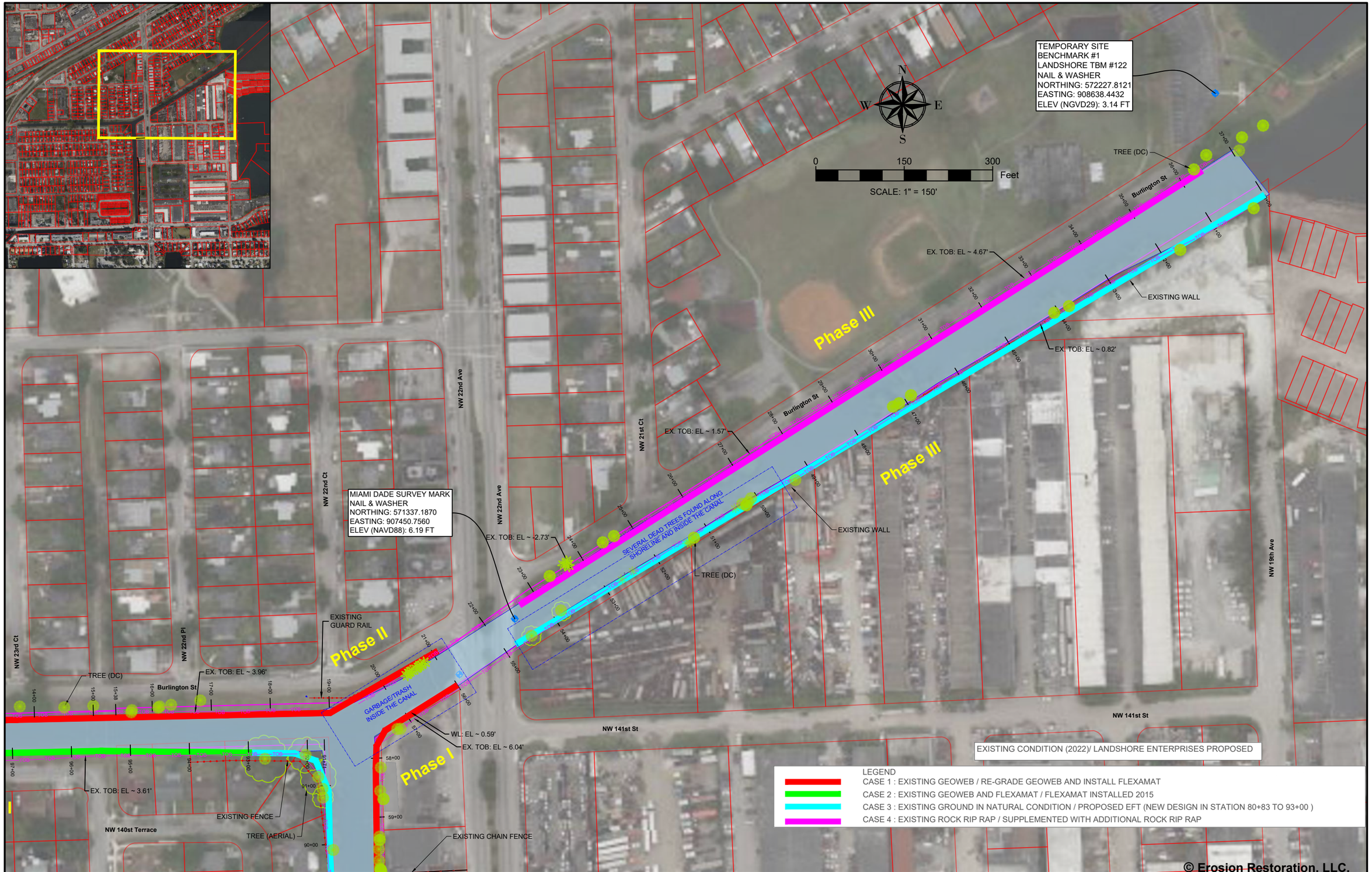
Burlington Street Canal Slope Restoration for City of Opa-Locka, FL

Landshore Enterprises, LLC
Environmental Engineering, Erosion Control & Construction Management d/b/a Erosion Restoration, LLC
"Your Shoreline Protection Specialists"
188 Triple Diamond Blvd., Ste. #A4
North Venice, FL 34275
Office: 941-303-5238
Fax: 941-218-6113
E-mail: info@landshore.com

BY: _____
PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

TOPOGRAPHIC PLAN

PROJECT NO.	SHEET	OF
2022-03	6	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	1" = 150'



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DATE	BY	DESCRIPTION

Burlington Street Canal Slope Restoration for City of Opa-Locka, FL

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BY: _____
PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

TOPOGRAPHIC PLAN

PROJECT NO.	SHEET	OF
2022-03	7	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	1" = 150'



Tree Removal Table							
Point #	Station	Offset	Side	Size	Type	Northing	Easting
1	4+83.00	4.04	LT	SMALL	PALM	571141.15	905719.34
2	4+84.00	4.27	LT	SMALL	PALM	571140.95	905720.29
3	5+21.00	8.84	RT	12"	TREE	571146.04	905757.35
4	20+43.00	4.17	RT	SMALL	PALM	571241.78	907267.51
5	20+48.00	2.83	RT	SMALL	PALM	571245.84	907271.81
6	20+53.00	2.15	RT	SMALL	PALM	571248.56	907275.11
7	20+63.00	3.01	RT	SMALL	PALM	571252.88	907284.20
8	20+68.00	2.46	RT	SMALL	PALM	571255.87	907288.24
9	20+72.00	1.20	RT	SMALL	PALM	571258.96	907291.01
10	20+79.00	1.75	RT	SMALL	PALM	571262.31	907297.84
11	23+38.00	0.36	LT	12"	TREE	571409.60	907510.03
12	23+68.00	4.57	LT	MEDIUM	PALM	571429.18	907533.62
13	23+73.00	1.90	RT	MEDIUM	PALM	571426.43	907541.46
14	23+76.00	5.19	LT	MEDIUM	PALM	571433.72	907539.76
15	50+10.00	2.47	RT	18"	DEAD TREE	571541.53	907851.47
16	57+21.00	10.00	LT	12"	PINE TREE	571150.82	907257.20
17	57+26.00	7.35	LT	12"	TREE	571150.36	907251.68
18	58+16.00	7.93	LT	SMALL	SEA GRAPE	571085.08	907223.75
19	58+56.00	5.30	LT	SMALL	SEA GRAPE	571045.53	907222.68

Tree Removal Table							
Point #	Station	Offset	Side	Size	Type	Northing	Easting
20	58+69.00	10.53	LT	SMALL	SEA GRAPE	571031.94	907228.46
21	58+70.00	10.05	LT	SMALL	SEA GRAPE	571031.28	907228.00
22	59+89.00	0.93	LT	12"	TREE	570912.13	907223.59
23	59+90.00	0.40	LT	12"	TREE	570910.87	907223.95
24	59+93.00	1.82	LT	12"	TREE	570908.50	907224.62
25	60+12.00	1.21	LT	SMALL	PALM	570889.31	907224.78
27	60+54.00	1.58	RT	SMALL	PALM	570847.25	907223.64
28	60+73.00	0.71	LT	SMALL	PINE TREE	570828.16	907226.69
29	61+71.00	3.47	RT	SMALL	PALM	570730.24	907226.38
30	62+02.00	0.10	LT	SMALL	PALM	570699.32	907231.17
31	62+09.00	2.10	LT	SMALL	PALM	570692.45	907233.45
32	62+28.00	3.68	LT	SMALL	PINE TREE	570673.66	907235.78
33	62+63.00	6.23	LT	SEA GRAPE	SMALL	570638.82	907239.71
34	62+85.00	5.71	LT	SMALL	PALM	570616.67	907240.06
35	63+29.00	2.71	LT	12"	TREE	570583.41	907236.96
36	63+33.00	4.33	LT	TREE	12"	570568.58	907240.59
37	63+33.00	4.68	LT	12"	TREE	570567.35	907240.98
38	87+26.00	12.21	RT	24"	DEAD TREE	570680.65	907157.49

EXISTING CONDITION (2022)/ LANDSHORE ENTERPRISES PROPOSED

LEGEND

CASE 1 : EXISTING GEOWEB / RE-GRADE GEOWEB AND INSTALL FLEXAMAT

CASE 2 : EXISTING GEOWEB AND FLEXAMAT / FLEXAMAT INSTALLED 2015

CASE 3 : EXISTING GROUND IN NATURAL CONDITION / PROPOSED EFT (NEW DESIGN IN STATION 80+83 TO 93+00)

CASE 4 : EXISTING ROCK RIP RAP / SUPPLEMENTED WITH ADDITIONAL ROCK RIP RAP

1 2 EXISTING TREE AND PALM TO BE REMOVED (SEE TREE REMOVAL TABLE)

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REVISIONS

DATE	BY	DESCRIPTION

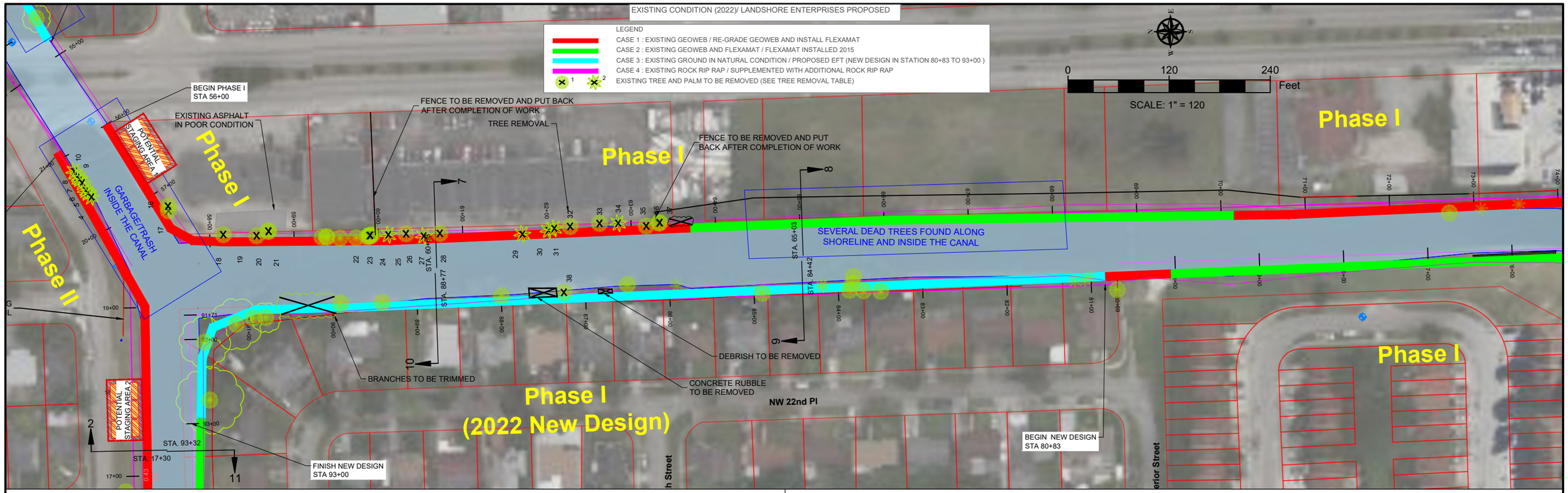
Burlington Street Canal Slope Restoration
for City of Opa-Locka, FL

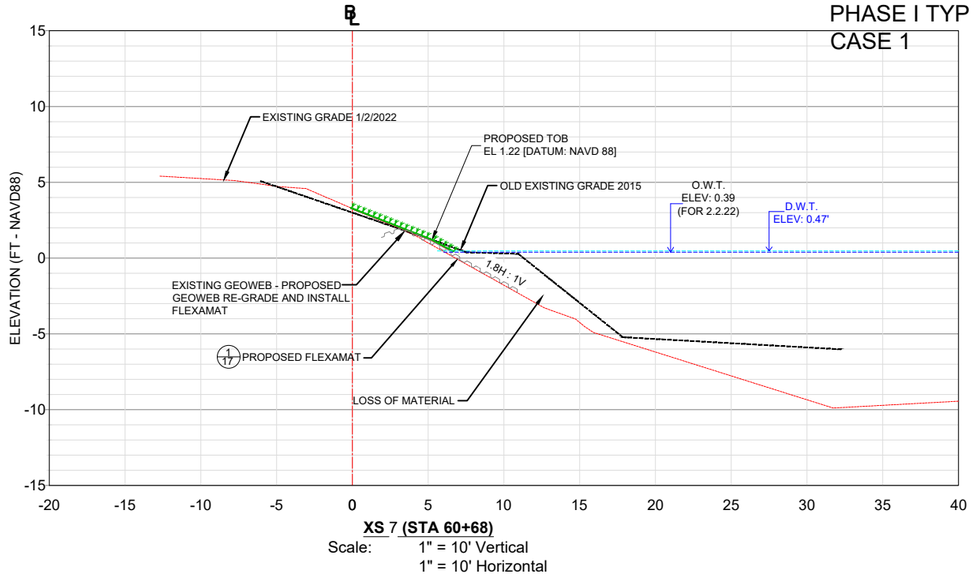
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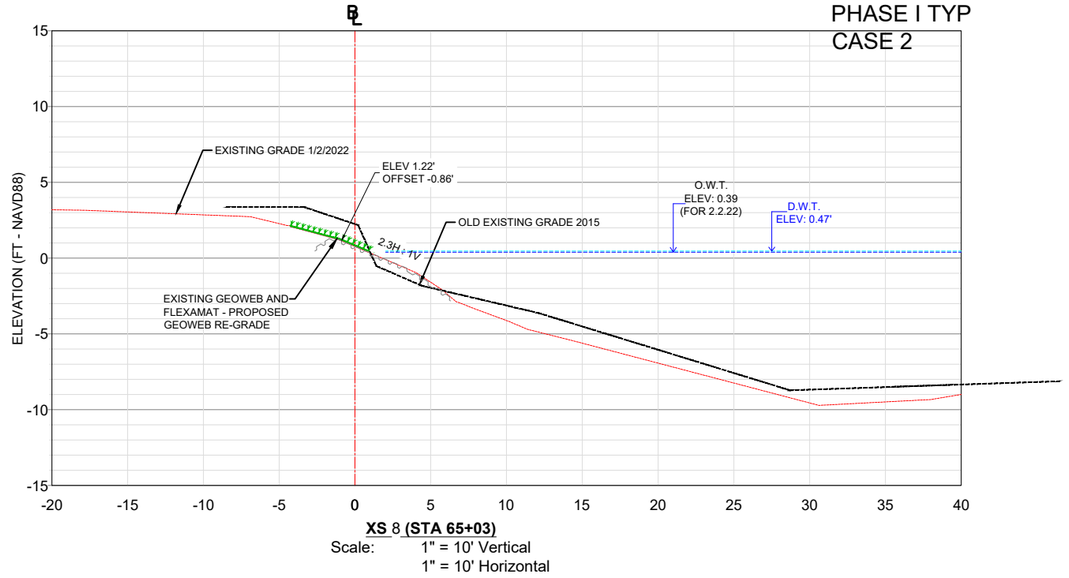
BY: _____
PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

TREE REMOVAL PLAN

PROJECT NO.	SHEET	OF
2022-03	8	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	1" = 250'







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REVISIONS DATE	BY	DESCRIPTION

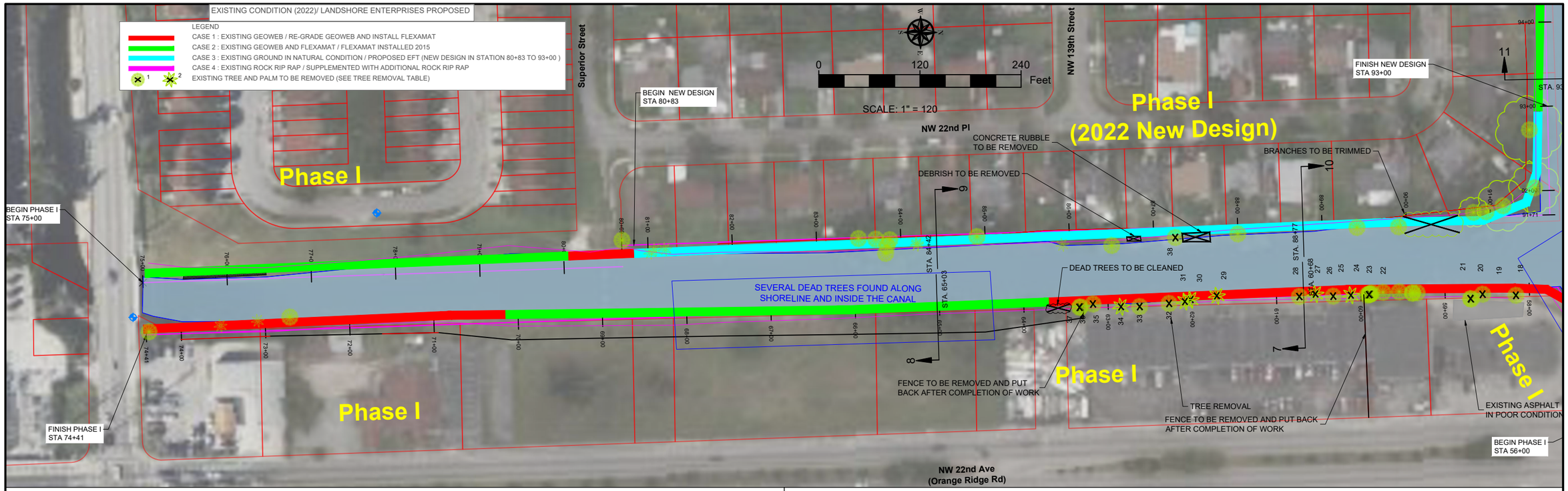
Burlington Street Canal Slope Restoration for City of Opa-Locka, FL

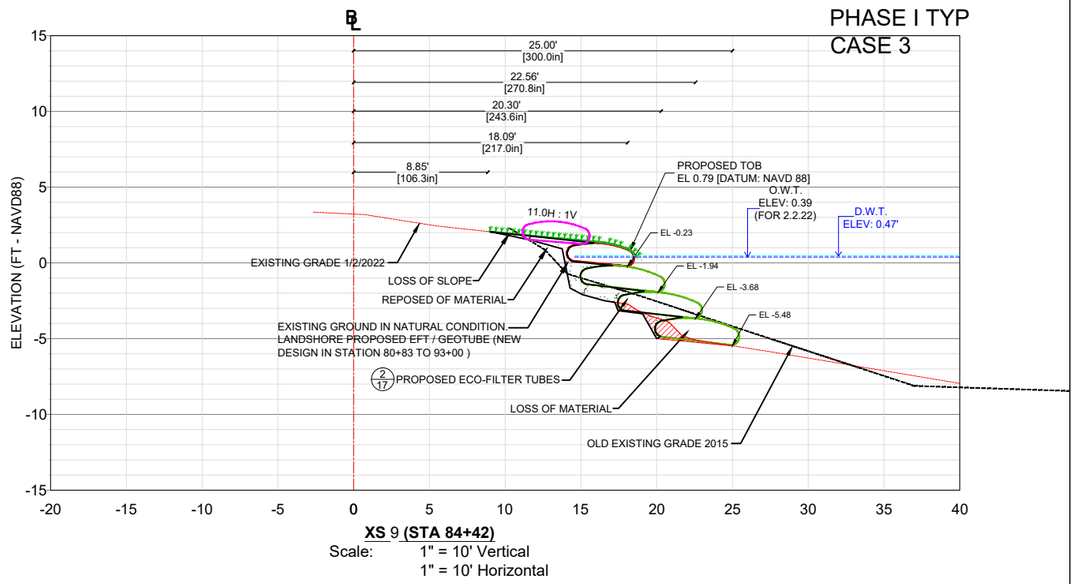
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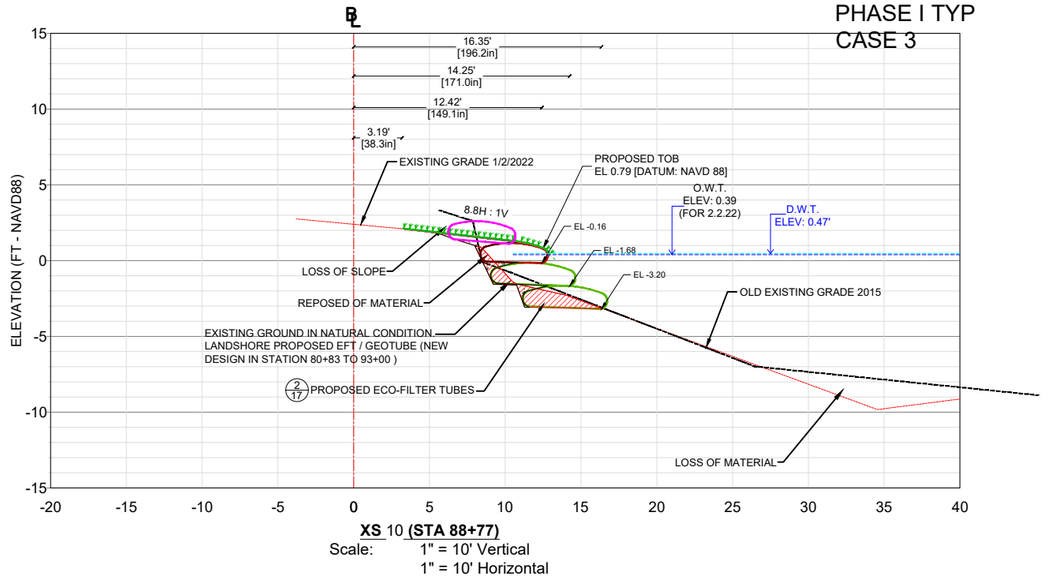
BY: _____
PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

PLAN AND CROSS SECTIONS

PROJECT NO.	SHEET	OF
2022-03	9	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	AS SHOWN







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REVISIONS		
DATE	BY	DESCRIPTION

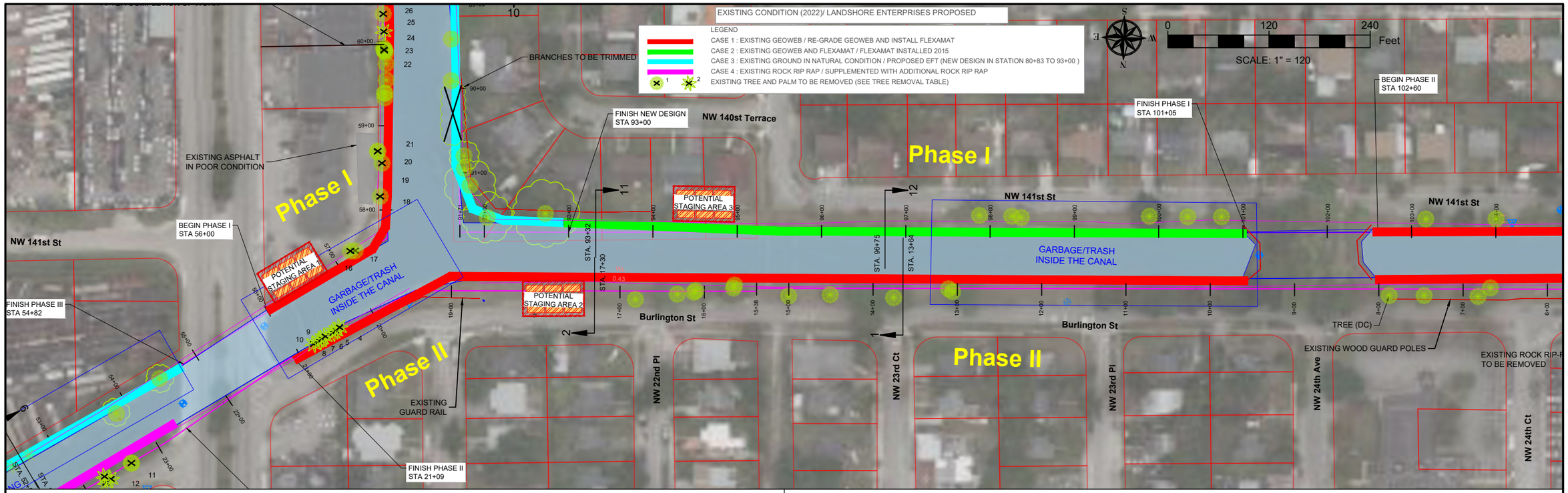
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for City of Opa-Locka, FL

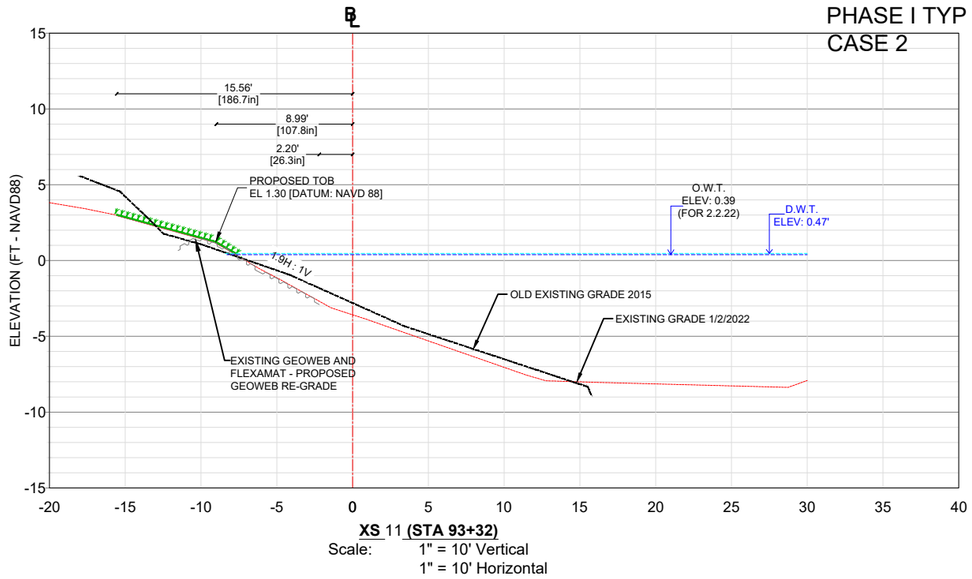
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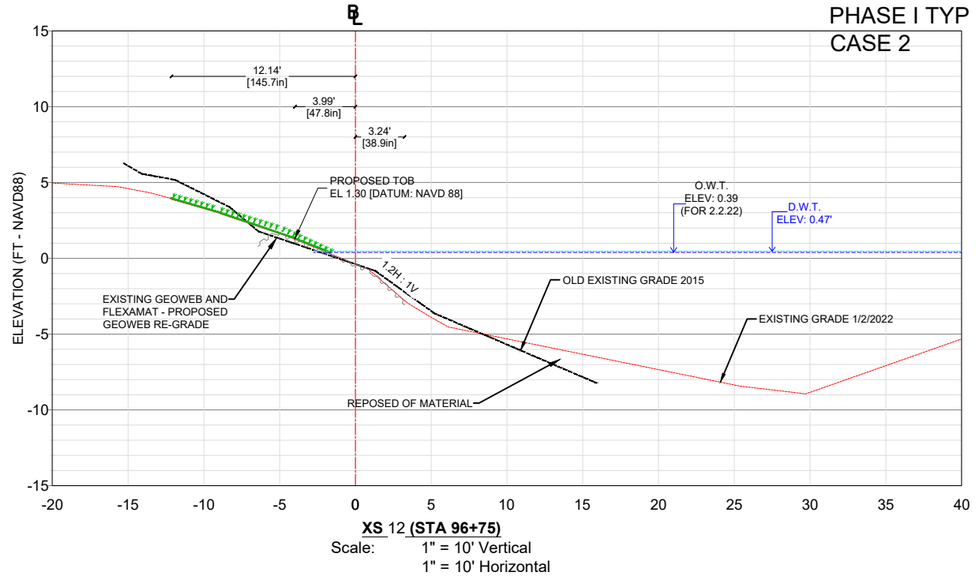
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PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

PLAN AND CROSS SECTIONS

PROJECT NO.	SHEET	OF
2022-03	10	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	AS SHOWN







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REVISIONS

DATE	BY	DESCRIPTION

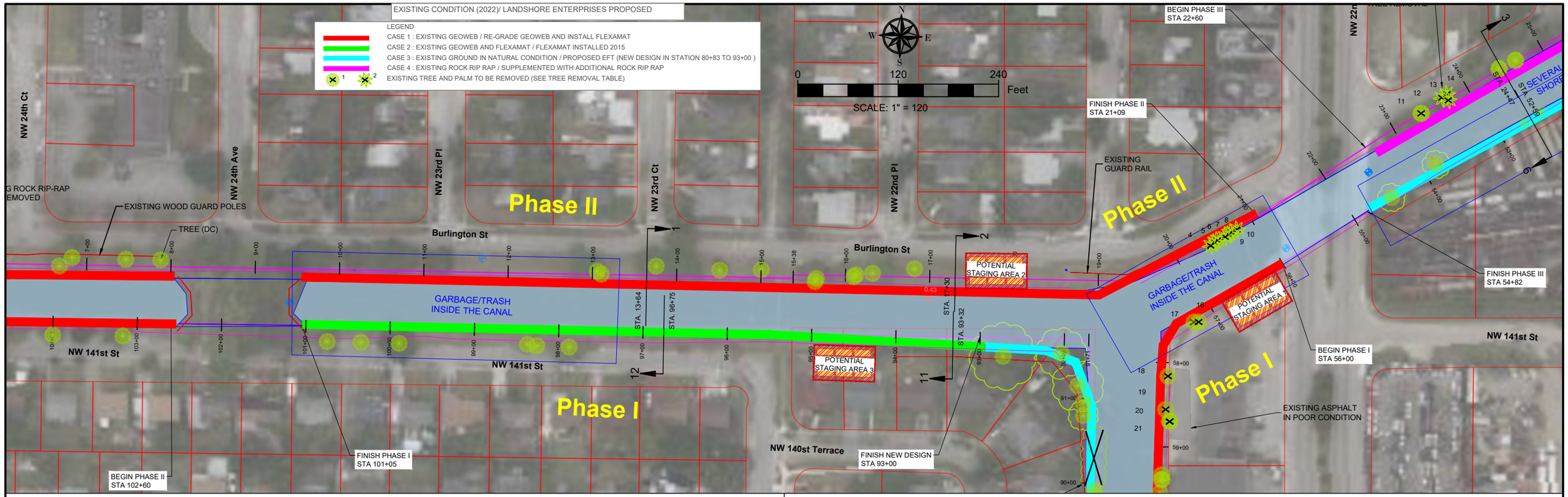
Burlington Street Canal Slope Restoration for City of Opa-Locka, FL

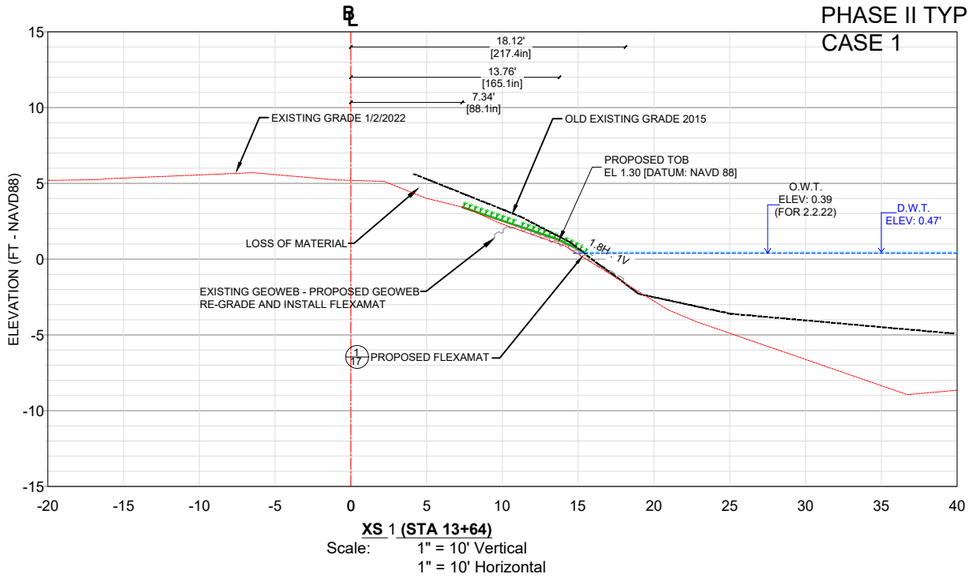
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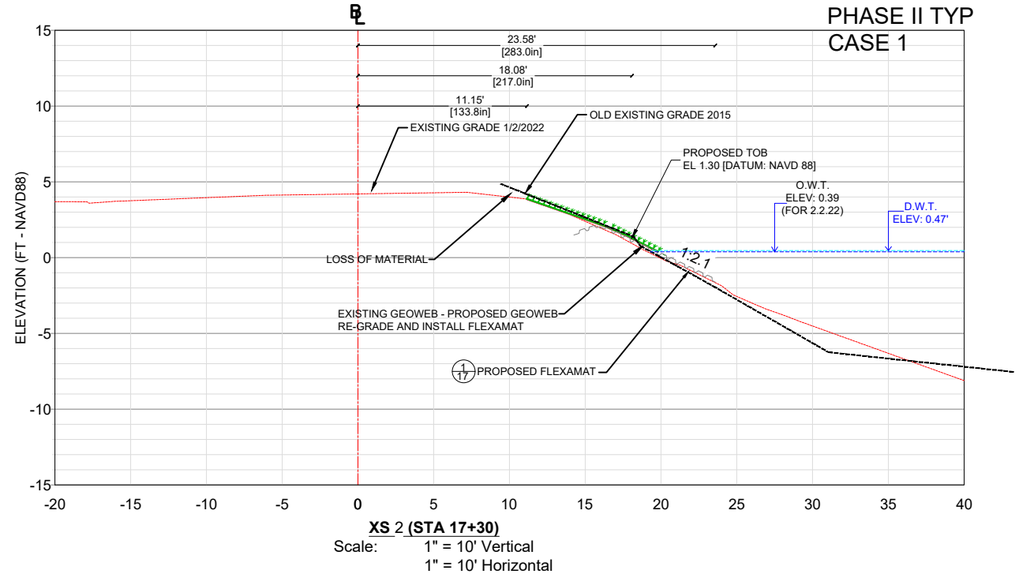
BY: _____
PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

PLAN AND CROSS SECTIONS

PROJECT NO.	SHEET	OF
2022-03	11	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	AS SHOWN







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REVISIONS		
DATE	BY	DESCRIPTION

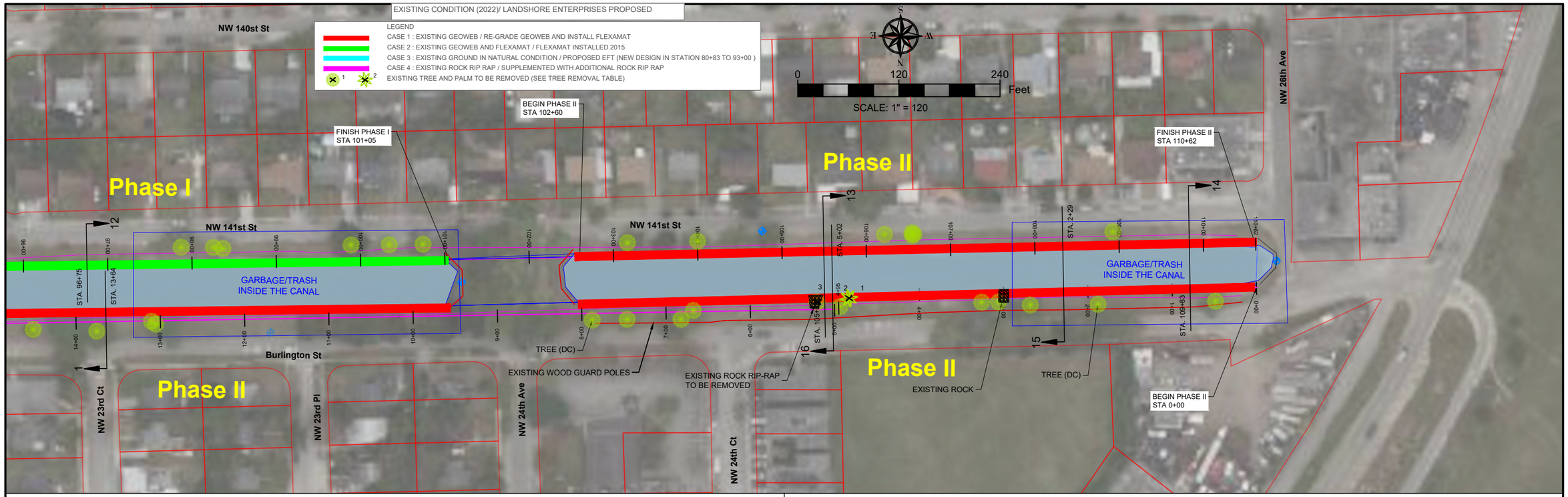
Burlington Street Canal Slope Restoration for City of Opa-Locka, FL

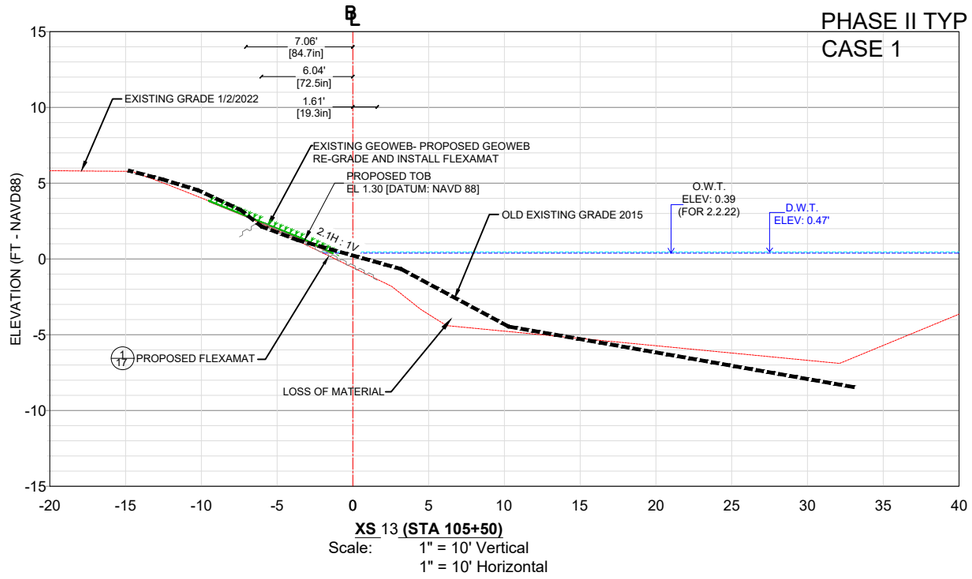
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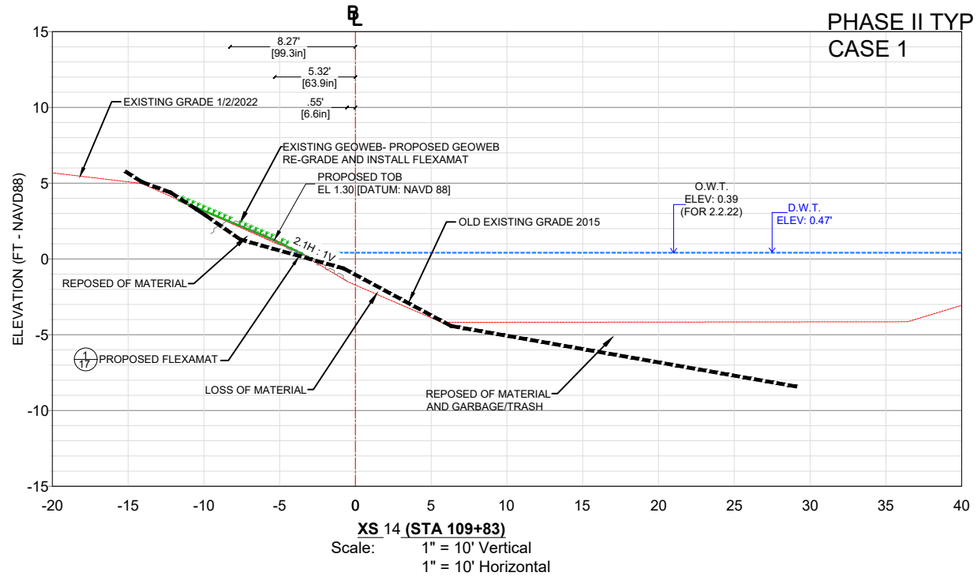
BY: _____
PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

PLAN AND CROSS SECTIONS

PROJECT NO.	SHEET	OF
2022-03	12	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	AS SHOWN







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REVISIONS		
DATE	BY	DESCRIPTION

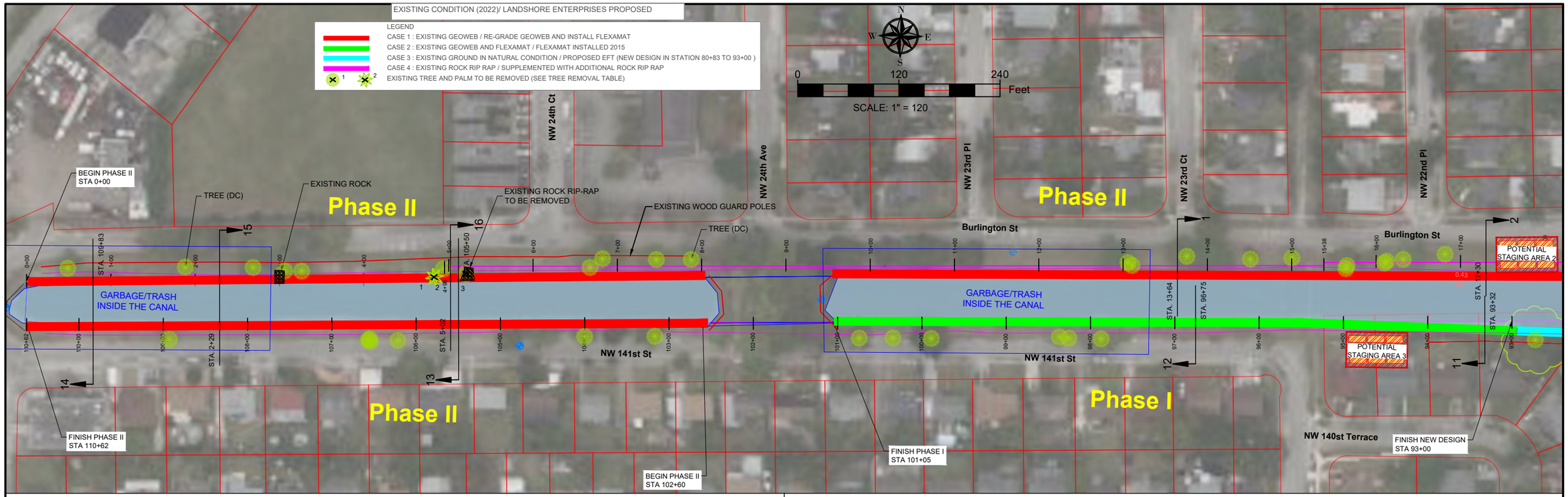
Burlington Street Canal Slope Restoration for City of Opa-Locka, FL

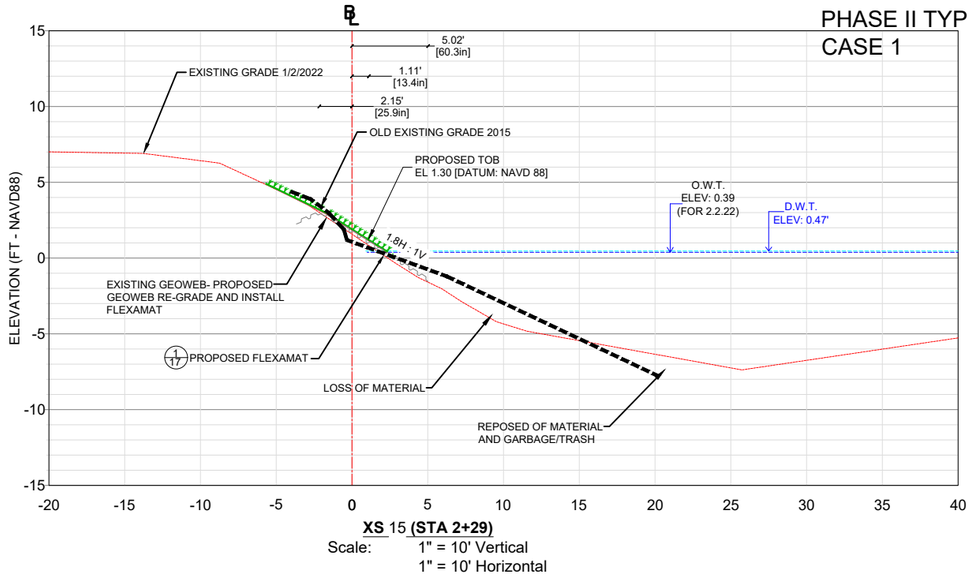
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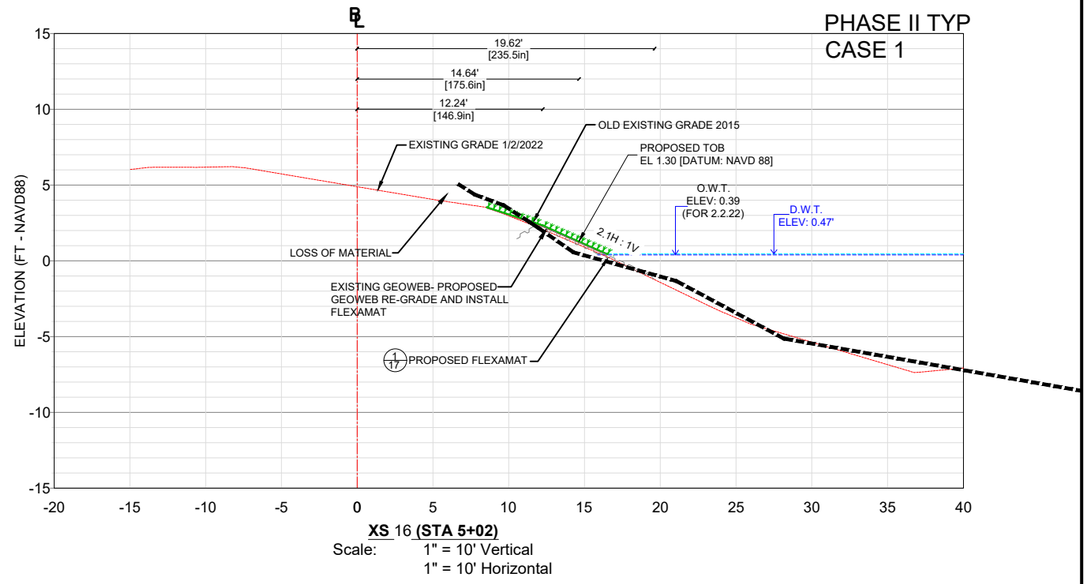
BY: _____
PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

PLAN AND CROSS SECTIONS

PROJECT NO.	SHEET	OF
2022-03	13	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	AS SHOWN







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REVISIONS		
DATE	BY	DESCRIPTION

Burlington Street Canal Slope Restoration for City of Opa-Locka, FL

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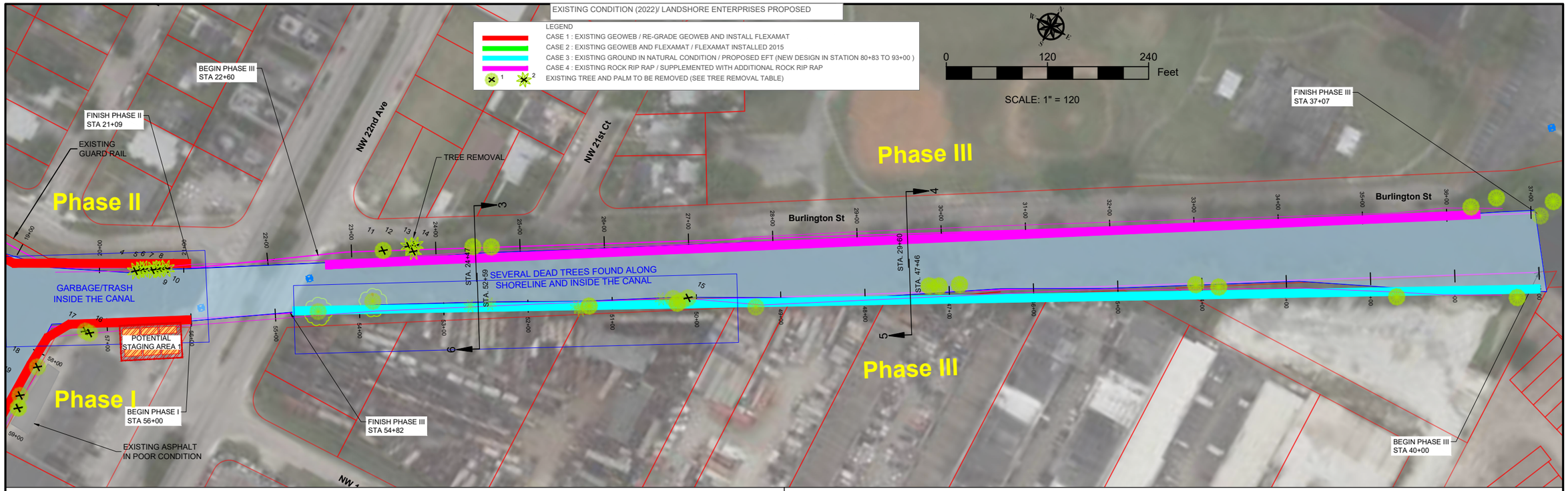
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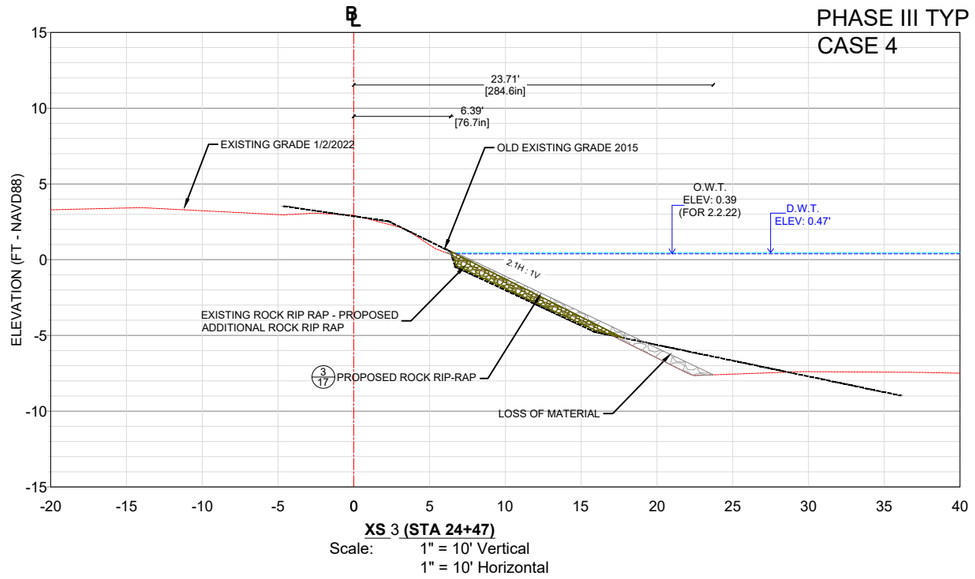
PROJECT NO.	SHEET	OF
2022-03	14	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	AS SHOWN

EXISTING CONDITION (2022)/ LANDSHORE ENTERPRISES PROPOSED

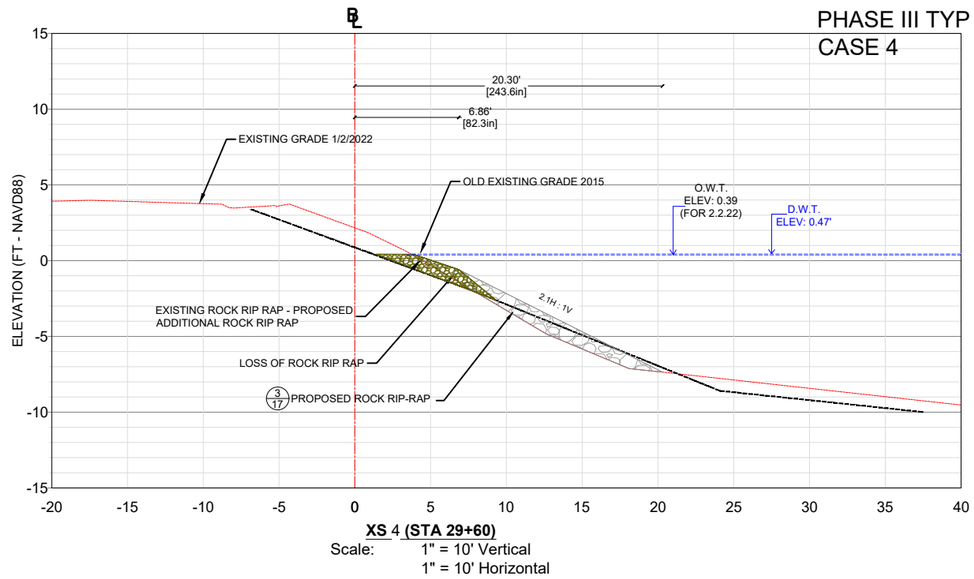
LEGEND
CASE 1 : EXISTING GEOWEB / RE-GRADE GEOWEB AND INSTALL FLEXAMAT
CASE 2 : EXISTING GEOWEB AND FLEXAMAT / FLEXAMAT INSTALLED 2015
CASE 3 : EXISTING GROUND IN NATURAL CONDITION / PROPOSED EFT (NEW DESIGN IN STATION 80+83 TO 93+00)
CASE 4 : EXISTING ROCK RIP RAP / SUPPLEMENTED WITH ADDITIONAL ROCK RIP RAP
EXISTING TREE AND PALM TO BE REMOVED (SEE TREE REMOVAL TABLE)

0 120 240 Feet
SCALE: 1" = 120





XS 3 (STA 24+47)
Scale: 1" = 10' Vertical
1" = 10' Horizontal



XS 4 (STA 29+60)
Scale: 1" = 10' Vertical
1" = 10' Horizontal

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REVISIONS DATE	BY	DESCRIPTION

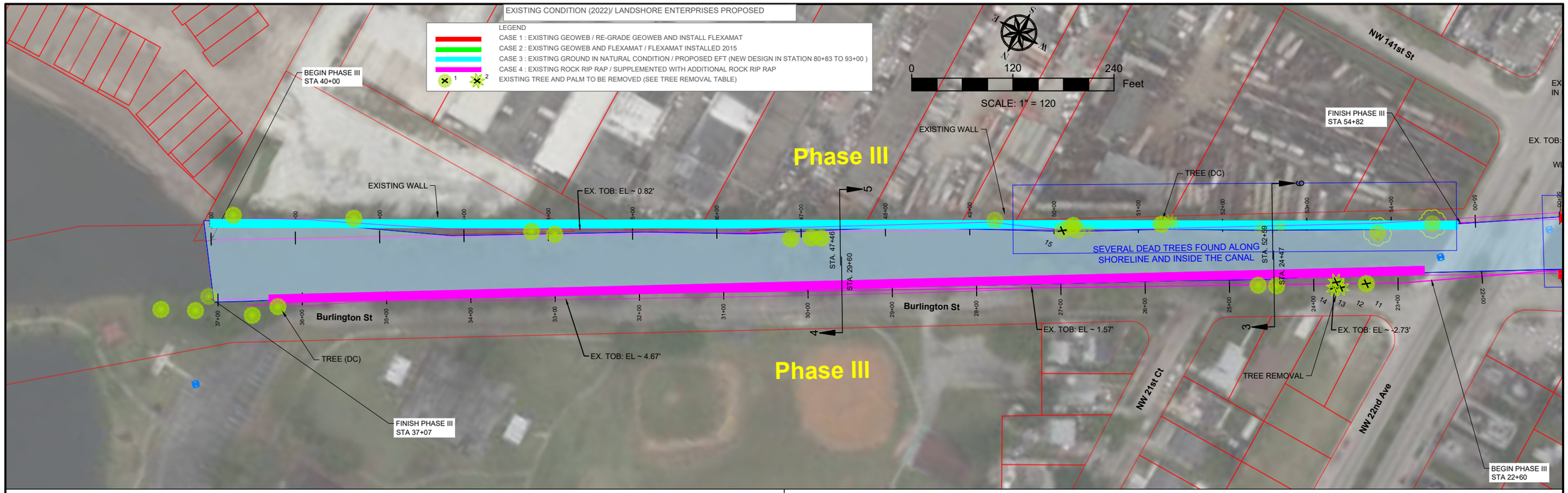
Burlington Street Canal Slope Restoration for City of Opa-Locka, FL

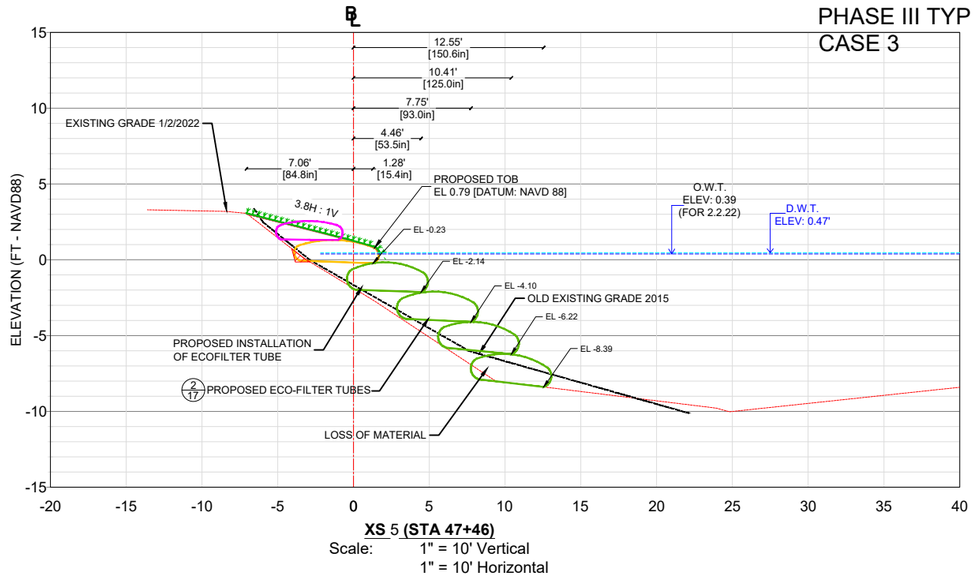
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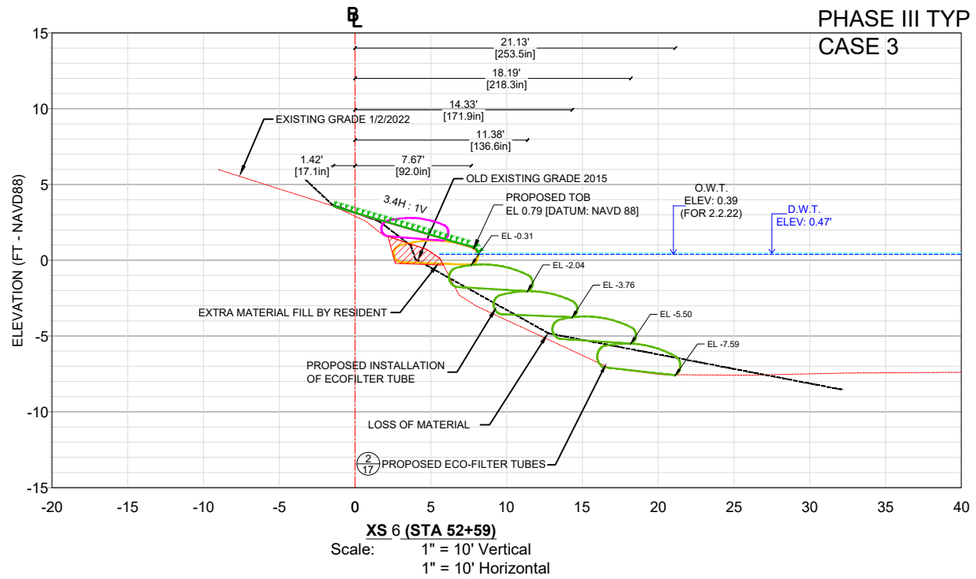
BY: _____
PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

PLAN AND CROSS SECTIONS

PROJECT NO.	SHEET	OF
2022-03	15	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	AS SHOWN







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REVISIONS		
DATE	BY	DESCRIPTION

Burlington Street Canal Slope Restoration for City of Opa-Locka, FL

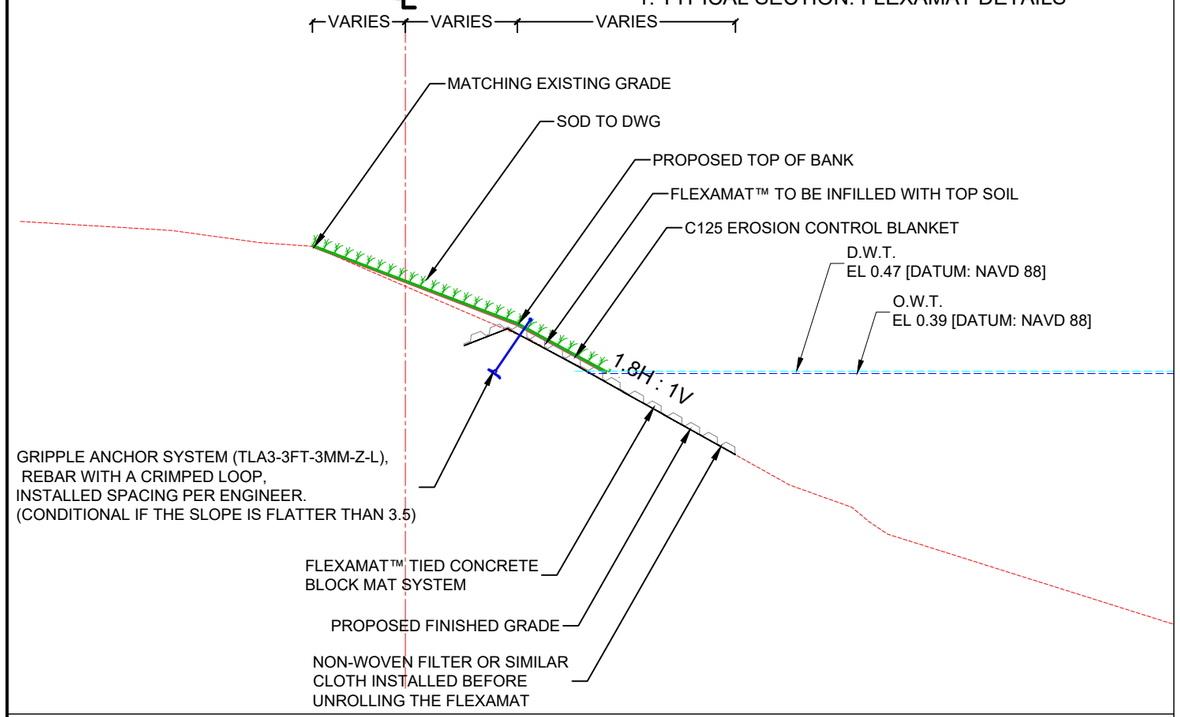
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ENGINEER OF RECORD

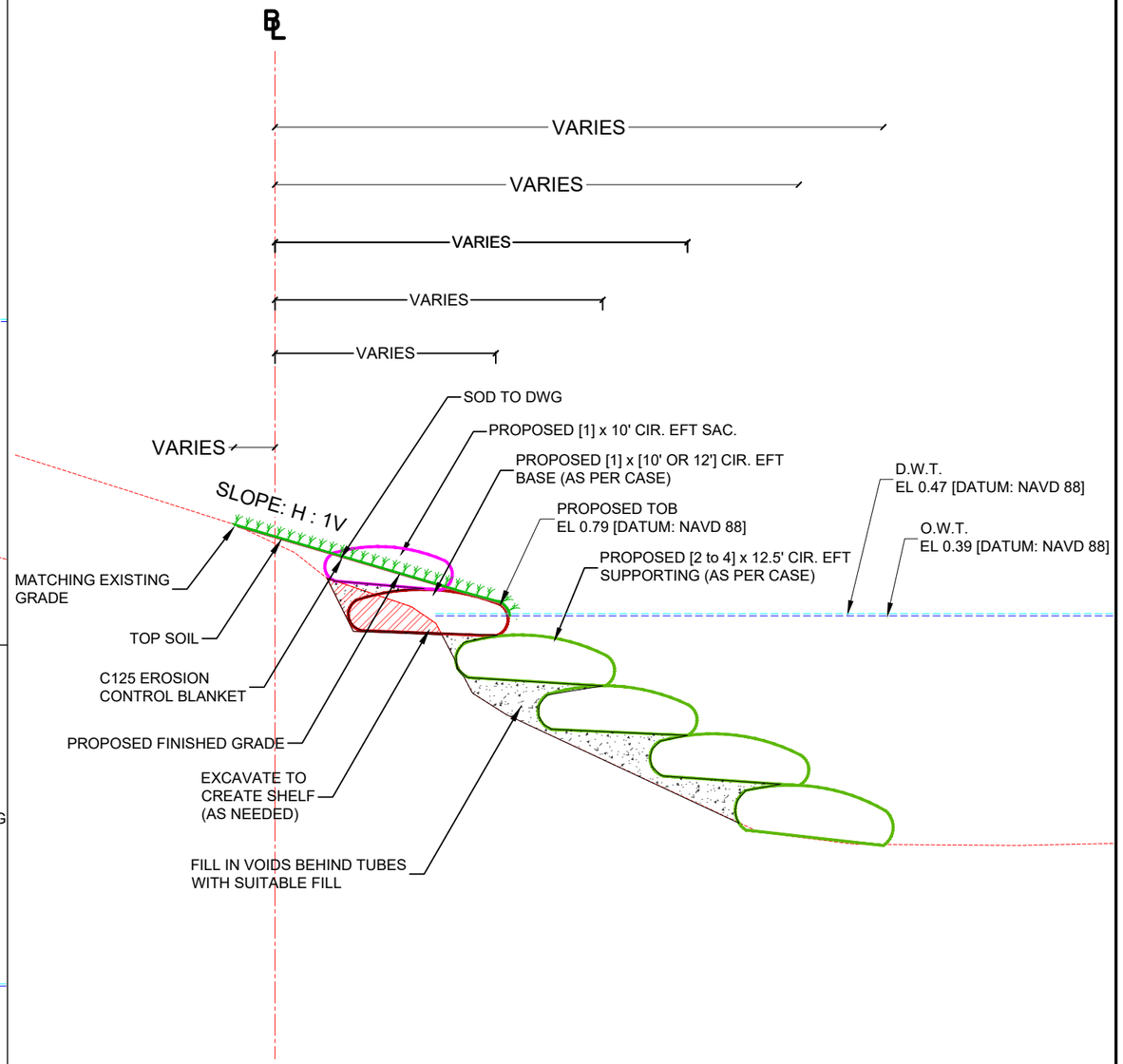
PLAN AND CROSS SECTIONS

PROJECT NO.	SHEET	OF
2022-03	16	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	AS SHOWN

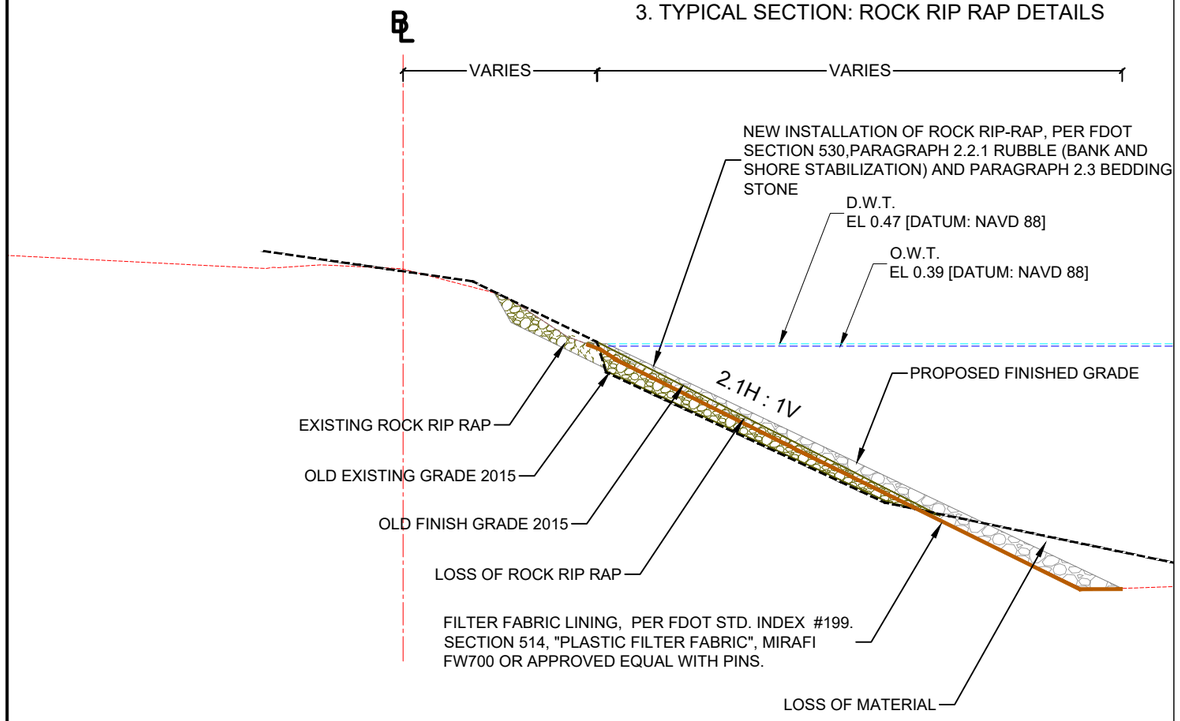
1. TYPICAL SECTION: FLEXAMAT DETAILS



2. TYPICAL SECTION: ECO-FILTER TUBES DETAILS



3. TYPICAL SECTION: ROCK RIP RAP DETAILS



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REVISIONS		
DATE	BY	DESCRIPTION

Burlington Street Canal Slope Restoration for City of Opa-Locka, FL

Landshore Enterprises, LLC
Environmental Engineering, Erosion Control & Construction Management
d/b/a Erosion Restoration, LLC
"Your Shoreline Protection Specialists"
188 Triple Diamond Blvd., Ste. #A4
North Venice, FL 34275
Office: 941-303-5238
Fax: 941-218-6113
E-mail: info@landshore.com

BY: _____
PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

EROSION CONTROL ELEMENT DETAILS

PROJECT NO.	SHEET	OF
2022-03	17	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	1"= 5'

ROLLMAX™
ROLLED EROSION CONTROL

Specification Sheet
EroNet™ C125® Erosion Control Blanket

DESCRIPTION

The long-term double net erosion control blanket shall be a machine-produced mat of 100% coconut fiber with a functional longevity of up to 36 months. (NOTE: functional longevity may vary depending upon climatic conditions, soil, geographical location, and elevation). The blanket shall be of consistent thickness with the coconut evenly distributed over the entire area of the mat. The blanket shall be covered on the top and bottom sides with a heavyweight photode-gradable polypropylene netting having ultraviolet additives to delay breakdown and an approximate 0.63 x 0.63 in (1.59 x 1.59 cm) mesh. The blanket shall be sewn together on 1.50 inch (3.81 cm) centers with degradable thread. The blanket shall be manufactured with a colored thread stitched along both outer edges (approximately 2-5 inches [5-12.5 cm] from the edge) as an overlap guide for adjacent mats. The C125 shall meet Type 4 specification requirements established by the Erosion Control Technology Council (ECTC) and Federal Highway Administration's (FHWA) FP-03 Section 713.17



Index Property	Test Method	Typical
Thickness	ASTM D6525	0.22 in. (5.59 mm)
Resiliency	ECTC Guidelines	82%
Water Absorbency	ASTM D1117	167%
Mass/Unit Area	ASTM 6475	7.73 oz/sy (262.8 g/sm)
Swell	ECTC Guidelines	13%
Smolder Resistance	ECTC Guidelines	Yes
Stiffness	ASTM D1388	0.75 oz-in
Light Penetration	ASTM D6567	16.6%
Tensile Strength - MD	ASTM D6818	472.8 lbs/ft (7.01 kN/m)
Elongation - MD	ASTM D6818	25.6%
Tensile Strength - TD	ASTM D6818	225.6 lbs/ft (3.35 kN/m)
Elongation - TD	ASTM D6818	33.9%
Biomass Improvement	ASTM 7322	257%

Design Permissible Shear Stress	
Unvegetated Shear Stress	2.25 psf (108 Pa)
Unvegetated Velocity	10.0 fps (3.05 m/s)

Material Content		
Matrix	100% Coconut Fiber	0.5 lbs/sq yd (0.27 kg/sm)
Netting	Heavyweight photodegradable with UV additives	3 lbs/1000 sq ft (14.6 g/sm)
Thread	Black polypropylene	

Standard Roll Sizes			
Width	6.67 (2.03 m)	8 ft (2.44 m)	16 ft (4.87 m)
Length	108 ft (32.92 m)	112 ft (35.14 m)	112 ft (34.14 m)
Weight ± 10%	44 lbs (19.95 kg)	56.25 lbs (25.5 kg)	112.5 lbs (51 kg)
Area	80 sq yd (66.9 sm)	100 sq yd (83.61 sm)	200 sq yd (167.22 sm)

Slope Design Data: C Factors			
	Slope Gradients (S)		
Slope Length (L)	≤ 3:1	3:1 – 2.1	≥ 2:1
≤ 20 ft (6 m)	0.001	0.029	0.082
20-50 ft	0.036	0.060	0.096
≥ 50 ft (15.2 m)	0.070	0.090	0.110

Roughness Coefficients – Unveg.	
Flow Depth	Manning's n
≤ 0.50 ft (0.15 m)	0.022
0.50 – 2.0 ft	0.022-0.014
≥ 2.0 ft (0.60 m)	0.014

NORTH AMERICAN GREEN

Western Green
4609 E. Boonville-New Harmony Rd.
Evansville, IN 47725

nagreen.com
800-772-2040

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EC_RMX_MPDS_C125_3.20

Flexamat®
PERMANENT EROSION CONTROL

Motz Enterprises, Inc.
3153 Madison Road
Cincinnati OH 45209
Office: 513-772-6689
Fax: 513-772-6690
www.Flexamat.com

Data Sheet

Flexamat® is a tied concrete block mat used to control erosion in swales, slopes, ditches, channels, shorelines and any area where soil sediment may be lost due to water runoff.

The matting consists of pyramidal concrete blocks that are interconnected utilizing a high tensile strength polypropylene geogrid. The completed mat yields a high strength, ultra-flexible hard armor system of Erosion Control. Flexamat's superior Percentage of Open Area (POA) affords an ideal zone for vegetation growth while remaining a permanent armor against long-term erosional forces.

General Composition of Materials

Blocks	5000 PSI, Wet-cast Portland Cement
Interlocking Biaxial Geogrid	Fornit 30/30 – Polypropylene Geogrid with 2,055 lb/ft biaxial strength
Underlayment Options	**Standard** Polypropylene netting Curlex® II ECB

Manufacturing Values

Flexamat Properties	Values
Roll Width	4', 5.5', 8', 10', 12' 16'
Roll Length	30', 40', 50' / custom
Material Weight	10 lbs./sf
Block Size	6.5" x 6.5" x 2.25"
Percentage Open Area (POA)	30% min.

Performance

Test	Tested Value	Bed Slope	Soil Classification	Limiting Value
ASTM 6460	Shear Stress	30%	Sandy Loam (USDA)	24 PSF
ASTM 6460	Velocity	20%	Loam (USDA)	30 ft./sec

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REVISIONS		
DATE	BY	DESCRIPTION

Burlington Street Canal Slope Restoration for City of Opa-Locka, FL

Landshore Enterprises, LLC
Environmental Engineering, Erosion Control & Construction Management
d/b/a Erosion Restoration, LLC
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188 Triple Diamond Blvd., Ste. #A4
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E-mail: info@landshore.com

BY: _____
PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

MANUFACTURER'S SPECIFICATIONS

PROJECT NO.	SHEET	OF
2022-03	18	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	NA

Mirafi® 160 N

Mirafi® 160N is a nonwoven geotextile composed of polypropylene fibers, which are formed into a stable network such that the fibers retain their relative position. Mirafi® 160N is inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids. Mirafi® 160N meets AASHTO M288 Class 2 for Elongation > 50%.

TenCate Geosynthetics Americas Laboratories are accredited by Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP). NTPEP Listed

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value	
			MD	CD
Grab Tensile Strength	ASTM D4632	lbs (N)	160 (712)	160 (712)
Grab Tensile Elongation	ASTM D4632	%	50	50
Trapezoid Tear Strength	ASTM D4533	lbs (N)	60 (267)	60 (267)
CBR Puncture Strength	ASTM D6241	lbs (N)	410 (1825)	
			Maximum Opening Size	
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve (mm)	70 (0.212)	
			Minimum Roll Value	
Permittivity	ASTM D4491	sec-1	1.5	
Flow Rate	ASTM D4491	gal/min/ft2 (l/min/m2)	110 (4481)	
			Minimum Test Value	
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	70	

Physical Properties	Unit	Roll Size
Roll Dimensions (width x length)	ft (m)	15 x 300 (4.5 x 91)
Roll Area	yd2 (m2)	500 (418)

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FGS000361
ETQR89

TENCATE GEOSYNTHETICS
Americas

Mirafi® FW404

Mirafi® FW404 is composed of high-tenacity monofilament polypropylene yarns, which are woven into a stable network such that the yarns retain their relative position. Mirafi® FW404 geotextile is inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids

TenCate Geosynthetics Americas Laboratories are accredited by Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP). NTPEP Listed

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value	
			MD	CD
Grab Tensile Strength	ASTM D4632	lbs (N)	400 (1780)	315 (1402)
Grab Tensile Elongation	ASTM D4632	%	15	15
Trapezoid Tear Strength	ASTM D4533	lbs (N)	150 (668)	165 (734)
CBR Puncture Strength	ASTM D6241	lbs (N)	1150 (5118)	
			Minimum Roll Value	
Percent Open Area	COE-02215	%	1.0	
Permittivity	ASTM D4491	sec-1	0.9	
Flow Rate	ASTM D4491 gal/min/ft2 (l/min/m2)		70 (2852)	
			Maximum Opening Size	
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve (mm)	40 (0.425)	
			Minimum Test Value	
UV Resistance (at 500 hours)	ASTM D4355 % strength retained		90	

Physical Properties	Unit	Roll Size
Roll Dimensions (width x length)	ft (m)	15 x 300 (4.57 x 91.4)
Roll Area	yd2 (m2)	500 (418)

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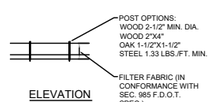
GAI-LAP-25-97

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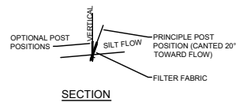
REVISIONS						
DATE	BY	DESCRIPTION	Burlington Street Canal Slope Restoration for City of Opa-Locka, FL	Landshore Enterprises, LLC Environmental Engineering, Erosion Control & Construction Management d/b/a Erosion Restoration, LLC "Your Shoreline Protection Specialists"	188 Triple Diamond Blvd., Ste. #A4 North Venice, FL 34275 Office: 941-303-5238 Fax: 941-218-6113 E-mail: info@landshore.com	BY: _____ PIETER M. LOMBARD, P.E. FL LIC. No. 66596 ENGINEER OF RECORD

MANUFACTURER'S SPECIFICATIONS

PROJECT NO.	SHEET	OF
2022-03	19	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	NA



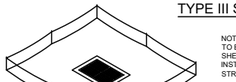
ELEVATION



SECTION

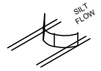
NOTES: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (L.F.)

TYPE III SILT FENCE



NOTE: SPACING FOR TYPE III FENCE TO BE IN ACCORDANCE WITH CHART I, SHEET 1 OF 3 AND DITCH INSTALLATIONS AT DRAINAGE STRUCTURES SHEET 2 OF 3

TYPE III SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS

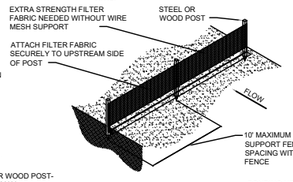


DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

1. SILT FENCE APPLICATIONS

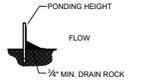
N.T.S.

NOTES:
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" MAXIMUM RECOMMENDED STORAGE HEIGHT.
3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.





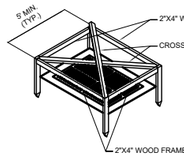
TRENCH DETAIL



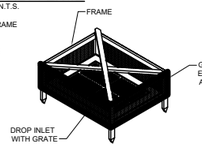
INSTALLATION WITHOUT TRENCHING

TYPE IV SILT FENCE

N.T.S.



VIEW OF FRAME WITHOUT SILT FENCE



VIEW OF FRAME WITH SILT FENCE

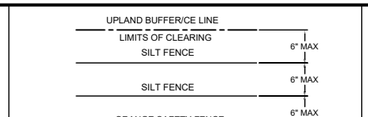


2. SILT FENCE INLET PROTECTION

N.T.S.

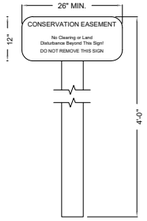
4. INLET INSERT SEDIMENT CONTAINMENT SYSTEM

N.T.S.



3. SILT FENCE/ORANGE FENCE PLACEMENT DETAIL AROUND WETLANDS

N.T.S.



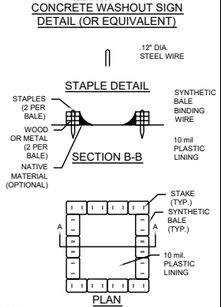
NOTE:
1. SIGN MATERIAL SHALL BE PLASTIC OR METAL. ATTACHED TO 4"x4" TREATED WOOD POST.
2. CONSERVATION EASEMENT SHALL BE 3" HIGH LETTERS.
3. ALL OTHER LINES OF TEXT SHALL BE 1" HIGH WITH 1" SPACING BETWEEN LINES.
4. SIGN SHALL HAVE WHITE BACKGROUND WITH CONTRASTING COLOR FOR THE LETTERING.
5. SIGNS SHALL BE PLACED AS SHOWN ON PLANS, BUT NO LESS THAN EVERY 200 LINEAR FEET AND AT VERTICES NOT CLOSER THAN 25 FEET AND IN NO CASE SHOULD EXCLUDE AREAS INCLUDED IN THE CONSERVATION EASEMENT.

CONSERVATION EASEMENT SIGN

N.T.S.

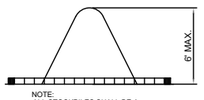


CONCRETE WASHOUT SIGN DETAIL (OR EQUIVALENT)



NOTES:
1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

TYPE "ABOVE GRADE" WITH SYNTHETIC BALES

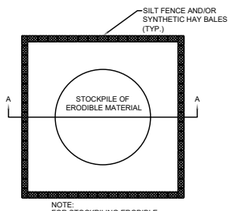


NOTE:
ALL STOCKPILES SHALL BE A MAXIMUM OF 6' HIGH.

SECTION A-A

CONCRETE & STUCCO WASTE MANAGEMENT

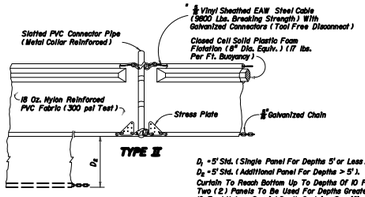
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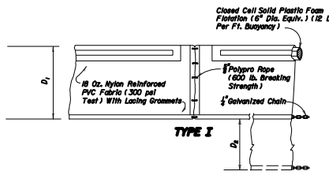


NOTE:
FOR STOCKPILING ERODIBLE MATERIAL FOR EXTENDED PERIODS, THE AREA SHALL BE SEEDED AND MULCHED.

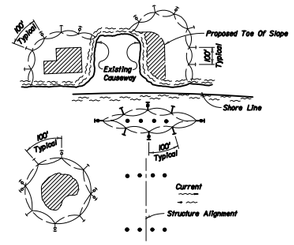
SEDIMENT CONTROL DETAIL FOR STOCKPILING OF ERODIBLE MATERIAL

N.T.S.

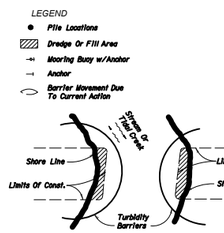




NOTICE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.



NOTES:
1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
2. Number and spacing of anchors dependent on current velocities.
3. Deployment of barrier around pile locations may vary to accommodate construction operations.
4. Navigation may require segmenting barrier during construction operations.
5. For additional information see Section 104 of the Standard Specifications.



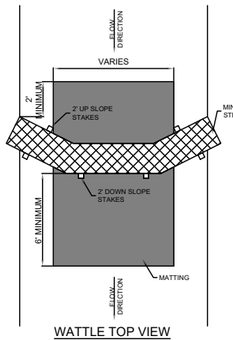
NOTE:
Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type # 1 will be at the Contractors option unless otherwise specified in the plans, however payment will be under the pay item # 1 established in the plans for Floating Turbidity Barrier and/or Staked Turbidity Barrier. Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.

GENERAL NOTES

1. Floating turbidity barriers are to be paid for under the contract unit price for Floating Turbidity Barrier, LF.
2. Staked turbidity barriers are to be paid for under the contract unit price for Staked Turbidity Barrier, LF.

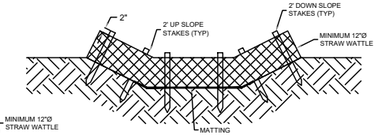
5. TURBIDITY BARRIER APPLICATIONS

N.T.S.



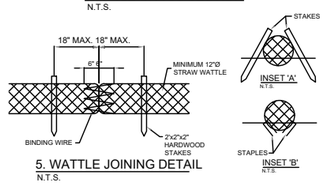
WATTLE TOP VIEW

N.T.S.



WATTLE CROSS SECTION

N.T.S.



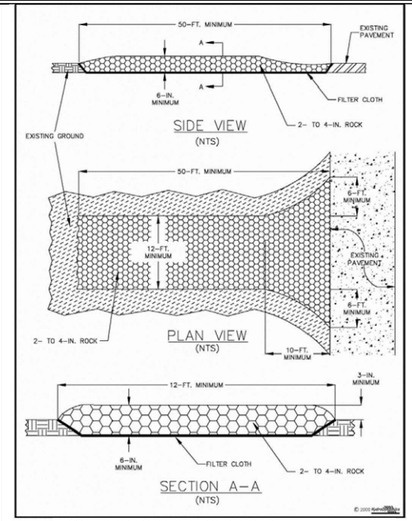
5. WATTLE JOINING DETAIL

N.T.S.

NOTES:
1. BEGIN AT THE LOCATION WHERE THE WATTLE IS TO BE INSTALLED BY EXCAVATING A 2"-3" DEEP x 9" WIDE TRENCH ALONG THE CONTOUR OF THE SLOPE. EXCAVATED SOIL SHOULD BE PLACED UP-SLOPE FROM THE ANCHOR TRENCH.
2. PLACE THE WATTLE IN THE TRENCH SO THAT IT CONTOURS TO THE SOIL SURFACE. COMPACT SOIL FROM THE EXCAVATED TRENCH AGAINST THE WATTLE ON THE UPHILL SIDE. ADJACENT WATTLES SHOULD OVERLAP 24" - SHINGLE IN DIRECTION OF FLOW.
3. SECURE THE WATTLE WITH 18"-24" STAKES EVERY 3'-4' AND WITH A STAKE ON EACH END. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE LEAVING AT LEAST 2"-3" OF STAKE EXTENDING ABOVE THE WATTLE. STAKE SHOULD BE DRIVEN PERPENDICULAR TO SLOPE FACE.
4. USE MINIMUM 12"Ø COIR (COCONUT FIBER)/STRAW WATTLE.
5. USE 2' WOODEN STAKES WITH A 2"x2" NOMINAL CROSS SECTION.
6. ONLY INSTALL WATTLE(S) TO A HEIGHT IN DITCH SO FLOW WILL NOT WASH AROUND WATTLE AND SCOUR DITCH SLOPES AS DIRECTED.
7. INSTALL A MINIMUM OF 2 UP SLOPE STAKES AND 4 DOWN SLOPE STAKES AT AN ANGLE TO WEDGE WATTLE TO BOTTOM OF DITCH.
8. PROVIDE STAPLES MADE OF 0.125"Ø STEEL SIRE FORMED INTO A 'U' SHAPE NOT LESS THAN 12" IN LENGTH.
9. INSTALL STAPLES APPROX. EVERY 1 LINEAR FOOT ON BOTH SIDES OF WATTLE AND AT EACH END TO SECURE IT TO THE SOIL.

6. SYNTHETIC HAY BALE DETAILS

N.T.S.



7. SOIL TRACKING PREVENTION DEVICE DETAIL

N.T.S.

EROSION AND SEDIMENTATION CONTROL NOTES

CONSTRUCTION ACTIVITIES CAN RESULT IN THE GENERATION OF SIGNIFICANT AMOUNTS OF POLLUTANTS WHICH MAY REACH SURFACE OR GROUND WATERS. ONE OF THE PRIMARY POLLUTANTS OF SURFACE WATERS IS SEDIMENT DUE TO EROSION. EXCESSIVE QUANTITIES OF SEDIMENT WHICH REACH WATER BODIES OF FLOOD PLAINS HAVE BEEN SHOWN TO ADVERSELY AFFECT THEIR PHYSICAL, BIOLOGICAL AND CHEMICAL PROPERTIES. TRANSPORTED SEDIMENT CAN OBSTRUCT STREAM CHANNELS, REDUCE HYDRAULIC CAPACITY OF WATER BODIES OF FLOOD PLAINS, REDUCE THE DESIGN CAPACITY OF CULVERTS AND OTHER WORKS, AND ELIMINATE BENTHIC INVERTEBRATES AND FISH SPAWNING SUBSTRATES BY SILTATION. EXCESSIVE SUSPENDED SEDIMENTS REDUCE LIGHT PENETRATION AND THEREFORE, REDUCE PRIMARY PRODUCTIVITY.

MINIMUM STANDARDS

1. SEDIMENT BASIN AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND-DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UNSLOPE LAND DISTURBANCE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCKPILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT TRAPPING MEASURES. THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.
5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL A GROUND COVER IS ACHIEVED THAT, IN THE OPINION OF THE REVIEWER, IS UNIFORM, MATURE ENOUGH TO SURVIVE AND WILL INHIBIT EROSION.
6. STABILIZATION MEASURES SHALL BE APPLIED TO EARTHEN STRUCTURES SUCH AS DAMS, DIKES AND DIVERSIONS IMMEDIATELY AFTER INSTALLATION.
7. SURFACE RUNOFF FROM DISTURBED AREAS THAT IS COMPRISED OF FLOW FROM DRAINAGE AREAS GREATER THAN OR EQUAL TO THREE ACRES SHALL BE CONTROLLED BY A SEDIMENT BASIN. THE SEDIMENT BASIN SHALL BE DESIGNED AND CONSTRUCTED TO ACCOMMODATE THE ANTICIPATED SEDIMENT LOADING FROM THE LAND-DISTURBING ACTIVITY. THE OUTFALL DEVICE OR SYSTEM DESIGN SHALL TAKE INTO ACCOUNT THE TOTAL DRAINAGE AREA FLOWING THROUGH THE DISTURBED AREA TO BE SERVED BY THE BASIN.
8. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
9. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME OR SLOPE DRAIN STRUCTURE.
10. WHENEVER WATER SEEPS FROM A SLOPE FACE, ADEQUATE DRAINAGE OR OTHER PROTECTION SHALL BE PROVIDED.
11. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAIN SYSTEM, DITCH OR CHANNEL. ALL STORM SEWER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
12. BEFORE TEMPORARY OR NEWLY CONSTRUCTED STORMWATER CONVEYANCE CHANNELS ARE MADE OPERATIONAL, ADEQUATE OUTLET PROTECTION AND ANY REQUIRED TEMPORARY OR PERMANENT CHANNEL LINING SHALL BE INSTALLED IN BOTH THE CONVEYANCE CHANNEL AND RECEIVING CHANNEL.
13. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION. NONERODIBLE MATERIAL SHALL BE USED FOR THE CONSTRUCTION OF CAUSEWAYS AND COFFERDAMS. EARTHEN FILL MAY BE USED FOR THESE STRUCTURES IF ARMORED BY NONERODIBLE COVER MATERIALS.
14. WHEN A LIVE WATERCOURSE MUST BE CROSSED BY CONSTRUCTION VEHICLES, A TEMPORARY STREAM CROSSING CONSTRUCTED OF NONERODIBLE MATERIAL SHALL BE PROVIDED.
15. THE BED AND BANKS OF A WATERCOURSE SHALL BE STABILIZED IMMEDIATELY AFTER WORK IN THE WATERCOURSE IS COMPLETED.
16. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
17. UNDERGROUND UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING STANDARDS IN ADDITION TO OTHER APPLICABLE CRITERIA:
    A. NO MORE THAN 500 LINEAR FEET OF TRENCH MAY BE OPENED AT ONE TIME.
    B. EXCAVATED MATERIAL SHALL BE PLACED ON THE UPHILL SIDE OF TRENCHES.
    C. EFFLUENT FROM DEWATERING OPERATIONS SHALL BE FILTERED OR PASSED THROUGH AN APPROVED SEDIMENT TRAPPING DEVICE, OR BOTH, AND DISCHARGED IN A MANNER THAT DOES NOT ADVERSELY AFFECT FLOWING STREAMS OR OFF-SITE PROPERTY.
    D. RESTABILIZATION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THESE REGULATIONS.
18. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE, WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION SHALL APPLY TO INDIVIDUAL SUBDIVISION LOTS AS WELL AS TO LARGER LAND-DISTURBING ACTIVITIES.
19. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, IN THE OPINION OF THE REVIEWER. DISTURBED SOIL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY MEASURES SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND SEDIMENTATION.
20. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITE SHALL BE PROTECTED FROM SEDIMENT DISPOSITION AND EROSION.
21. PHASED PROJECTS SHOULD BE CLEARED IN CONJUNCTION WITH CONSTRUCTION OF EACH PHASE.
22. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS OF THE FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL MANUAL (JULY 2018).
23. THE REVIEWER MAY APPROVE MODIFICATIONS OR ALTER PLANS TO THESE EROSION CONTROL CRITERIA DUE TO SITE SPECIFIC CONDITIONS.

© Erosion Restoration, LLC.

REVISIONS

DATE	BY	DESCRIPTION

Burlington Street Canal Slope Restoration for City of Opa-Locka, FL

Landshore Enterprises, LLC
Environmental Engineering, Erosion Control & Construction Management d/b/a Erosion Restoration, LLC
"Your Shoreline Protection Specialists"
188 Triple Diamond Blvd., Ste. #A4
North Venice, FL 34275
Office: 941-303-5238
Fax: 941-218-6113
E-mail: info@landshore.com

BY: _____
PIETER M. LOMBARD, P.E.
FL LIC. No. 66596
ENGINEER OF RECORD

MANUFACTURER'S SPECIFICATIONS

PROJECT NO.	SHEET	OF
2022-03	20	20
DRAWN BY:	DATE:	SCALE:
NV	04/18/2022	AS SHOWN

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' National Geodetic Vertical Datum of 1929 (NGVD 29). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Florida State Plane east zone (FIPSZONE 0901). The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the National Geodetic Vertical Datum of 1929. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at http://www.ngs.noaa.gov.

Base map information shown on this FIRM was provided in digital format by the Miami-Dade County Information Technology Department. These data were compiled at a scale of 1:3,600 from digital orthophotography dated 2001. Additional base map information was provided by the Cities of Aventura, Coral Gables, and Homestead, the Town of Cutler Bay, and Miami-Dade County.

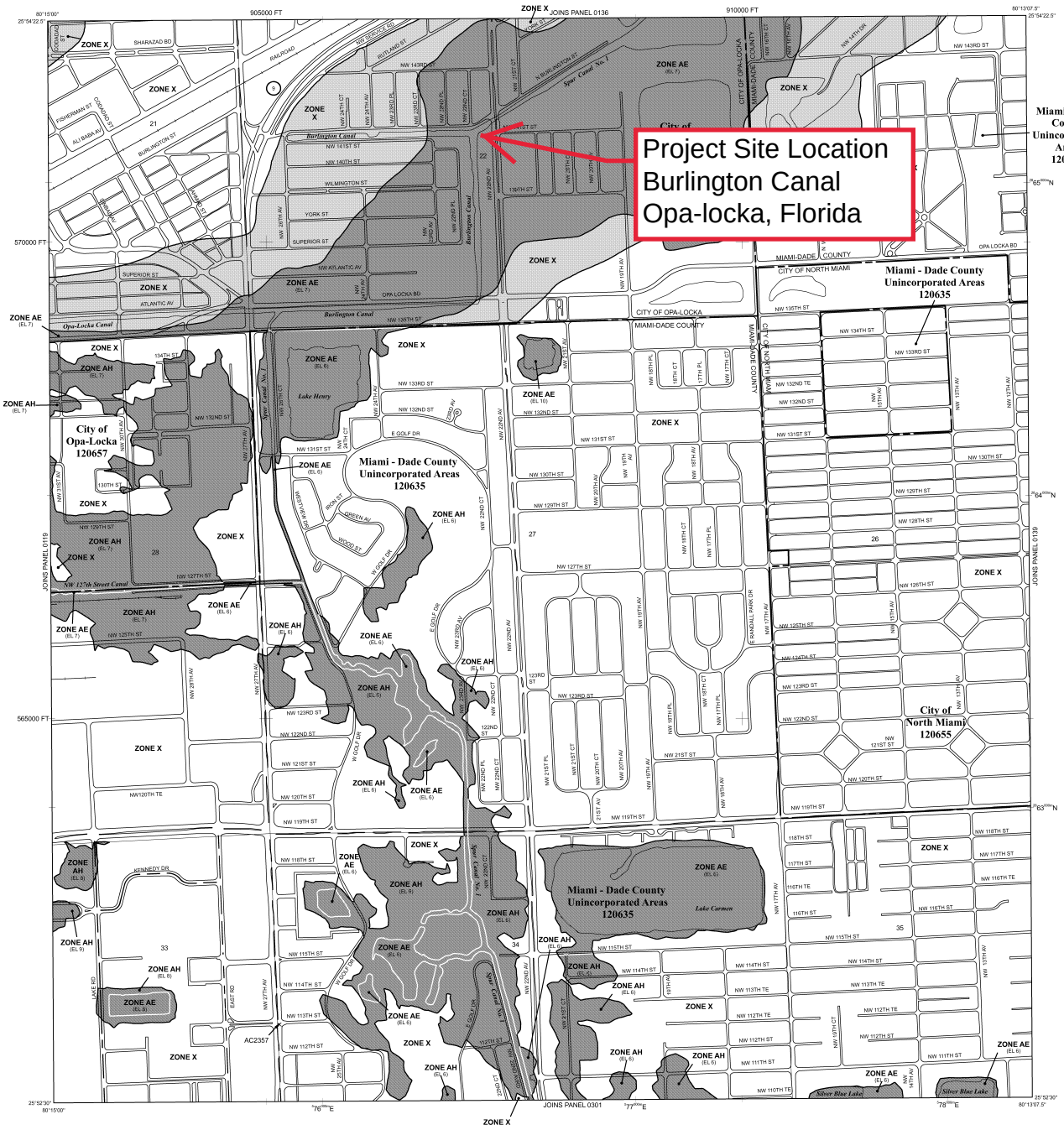
This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at http://msc.fema.gov.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

- **ZONE A** No Base Flood Elevations determined.
- **ZONE AE** Base Flood Elevations determined.
- **ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- **ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- **ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- **ZONE A99** Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- **ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- **ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

- **ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

- **ZONE X** Areas determined to be outside the 0.2% annual chance floodplain.
- **ZONE D** Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- Floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 Base Flood Elevation line and value; elevation in feet*
- (EL. 987) Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the National Geodetic Vertical Datum of 1929

- A-A Cross section Line
- 27-27 Transect line
- 87°07'45", 32°22'30" Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 2976000mN 1000-meter Universal Transverse Mercator grid values, zone 17
- 600000 FT 5000-foot grid ticks: Florida State Plane coordinate system, East zone (FIPSZONE 0901), Transverse Mercator projection
- DX5510 × Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
January 20, 1993

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
March 2, 1994 - May 16, 1994 - July 17, 1995 - for description of revision, see Notice to Users page in the Flood Insurance Study report.
September 11, 2009 - to reflect revised shoreline, to incorporate previously issued Letters of Map Revision, to reflect updated topographic information, to add and change Base Flood Elevations, to update corporate limits, to change zone designations, to add roads and road names, and to add and change Special Flood Hazard Areas

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'
250 0 500 1000 FEET
150 0 150 300 METERS

NFIP

PANEL 0138L

FIRM

FLOOD INSURANCE RATE MAP

MIAMI-DADE COUNTY, FLORIDA AND INCORPORATED AREAS

PANEL 138 OF 1031

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
MIAMI - DADE COUNTY	120635	0138	L
NORTH MIAMI, CITY OF	120655	0138	L
OPA-LOCKA, CITY OF	120657	0138	L

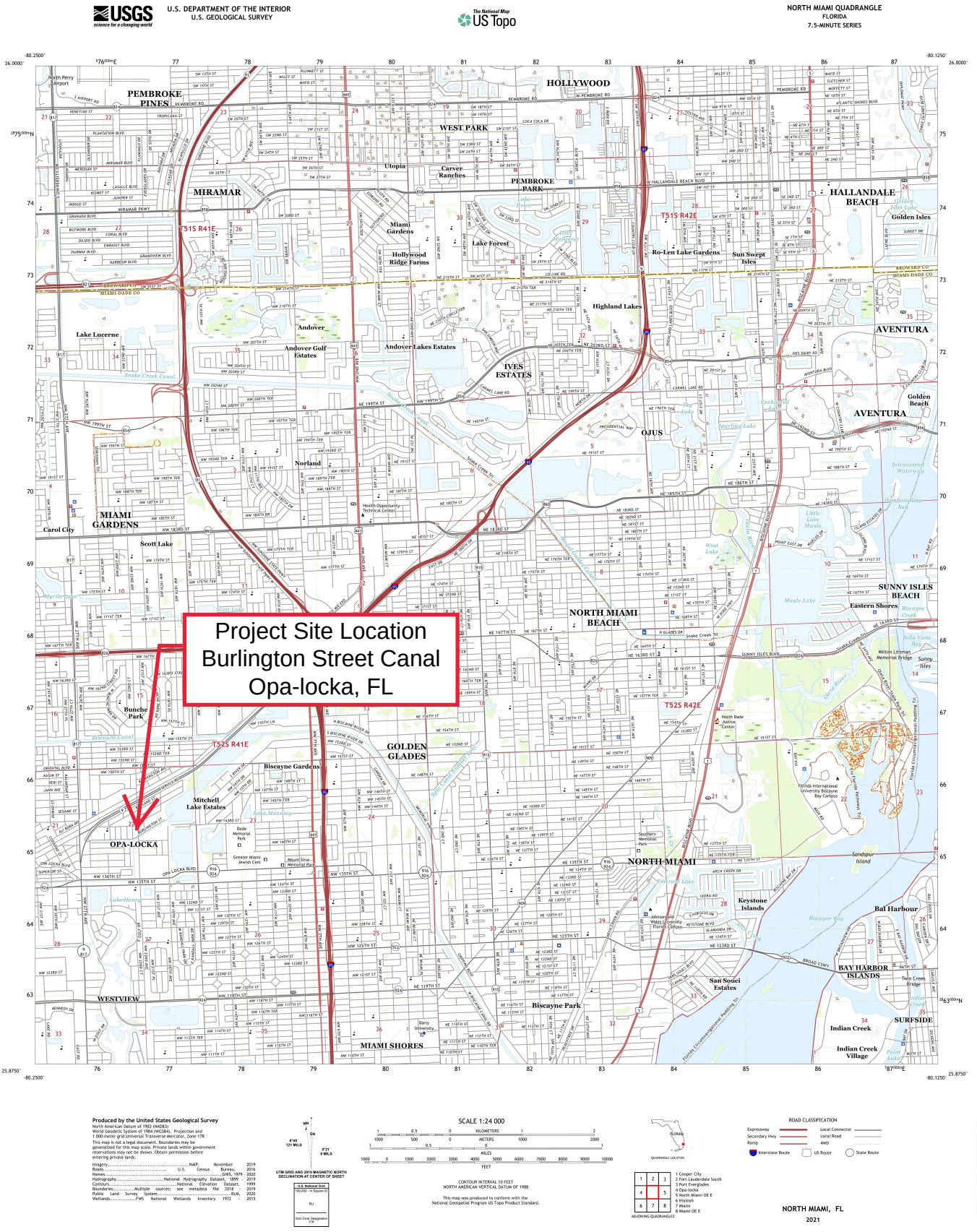
Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
12086C0138L

MAP REVISED
SEPTEMBER 11, 2009

Federal Emergency Management Agency

NATIONAL FLOOD INSURANCE PROGRAM


U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
The National Map US Topo
NORTH MIAMI QUADRANGLE
FLORIDA
7.5-MINUTE SERIES
Project Site Location
Burlington Street Canal
Opa-locka, FL
PEMBROKE PINES
HOLLYWOOD
WEST PARK
MIRAMAR
HALLANDALE BEACH
AVENTURA
MIAMI GARDENS
NORTH MIAMI BEACH
SUNNY ISLES BEACH
GOLDEN GLADES
NORTH MIAMI
OPA-LOCKA
WESTVIEW
MIAMI SHORES
BAY HARBOR ISLANDS
SURFSIDE
Produced by the United States Geological Survey
SCALE 1:24 000
CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988
ROAD CLASSIFICATION
NORTH MIAMI, FL
2021

Sponsored by: Interim City Manager

RESOLUTION NO. 22-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR A BUILDING RESILIENT INFRASTRUCTURES AND COMMUNITIES GRANT APPLICATION FOR REHABILITATION OF LIFT STATIONS 9, 12 AND 16, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, for a Building Resilient Infrastructures and Communities (BRIC) grant, which provides grants to effectively address the impacts of flooding and sea level rise that communities are facing. Eligible applicants may receive funding assistance to analyze and plan for vulnerabilities, as well as implement projects for adaptation and mitigation; and

WHEREAS, the grant funding being requested is One Million Six Hundred Eighty-Seven Thousand Five Hundred Dollars ($1,687,500.00) with a required City match of Five Hundred Sixty-Two Thousand Five Hundred Dollars ($562,500.00), for a total project cost of Two Million Two Hundred Fifty Thousand Dollars ($2,250,000.00); and

WHEREAS, the proposed project involves the upgrades of Lift Stations 9, 12 and 16 into more compact submersible configurations, which includes the installation of a new wet-well, valve vault, control panel, pumps, and associated pipeline. The stations are currently above ground and will be demolished. They will be replaced by below ground facilities, and the sites will be restored with new grass areas; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to ratify the grant application, as described herein.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The City Commission of the City of Opa-Locka, Florida, hereby ratifies the submission of the grant application for a Building Resilient Infrastructures and Communities Grant Program for rehabilitation of Lift Stations 9, 12 and 16, within the City, attached hereto as Exhibit "A".

SECTION 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Manager Signature:**			
Interim City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*12/14/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account# :*	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organization** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:** Capital Improvement Program		City Manager		

Short Title:

Ratification of a Building Resilient Infrastructures and Communities Grant Application for Lift Stations 9,12 and 16

Staff Summary:

In conjunction with the City's grant writing service, staff has applied for a Building Resilient Infrastructures and Communities (BRIC) grant, which provides grants to effectively address the impacts of flooding and sea level rise that communities are facing. Eligible applicants may receive funding assistance to analyze and plan for vulnerabilities, as well as implement projects for adaptation and mitigation. The grant funding being requested is $1,687,500 with a required City match of $562,500, for a total project cost of $2,250,000.

The project involves the upgrades of Lift Stations 9, 12 and 16 into more compact submersible configurations, which includes the installation of a new wet-well, valve vault, control panel, pumps, and associated pipeline. The stations are currently above ground and will be demolished. They will be replaced by below ground facilities, and the sites will be restored with new grass areas.

Grants for Lift Stations 9 and 16 have also been applied for through a separate grant program. Redundant applications are being submitted to increase the likelihood of getting funding from at least one of these programs.

Financial Impact: The renovation of all three lift stations has an extremely high priority and are tentatively on the list of recommended ARPA-funded projects. Receipt of this grant will require utilization of $562,500 of ARPA funds for the required match but will make the remaining $1,687,500 of ARPA funds available for other purposes. The cost for preparing this grant application is covered in the $75,000 budget for these services included in the adopted FY 23 Budget.

Proposed Action:

Staff recommends the City Commission ratify the submission of a Building Resilient Infrastructures and Communities grant application for rehabilitation of Lift Stations 9, 12 and 16

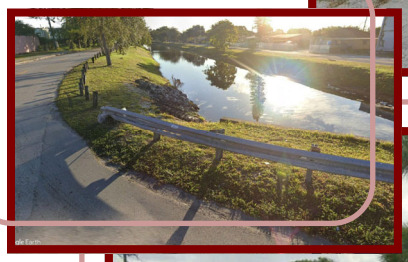
Attachment:

1. Submitted Application

CITY OF
OPA LOCKA
FLORIDA

Wastewater Lift Stations







FEMA Building Resilient Infrastructure and Communities

City of Opa-locka Wastewater Lift Stations

Status: Submitted to recipient

Subapplicant information

Name of federal agency	**FEMA**
Type of submission	**Application**

CITY OF OPALOCKA

780 FISHERMAN ST
OPA LOCKA, FL 33054 United States

State	UEI-EFT	DUNS #	EIN #
FL	YFKCKZNKEVG3	083111823	596000394

Subapplicant type	**Local Government**
Is the subapplicant subject to review by Executive Order 12372 Process?	**No - Not covered**
Is the subapplicant delinquent on any federal debt?	**No**

Continue

City of Opa-locka Wastewater Lift Stations

Status: Submitted to recipient

Contact information

Subrecipient Authorized Representative (SAR)

Adelina Gross	Primary phone	Mailing address
agross@opalockafl.gov		

Point(s) of contact

Adelina Gross Manager	Primary phone 3059532868 ext 3001 Work	Additional phones 3054968992 Mobile	Mailing address 780 Fisherman Street Opa-locka FL 33054-3807
agross@opalockafl.gov	Fax		

Continue

City of Opa-locka Wastewater Lift Stations

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Community

Please provide the following information. If the Congressional district number for your community does not display correctly, please contact your State NFIP coordinator.

Add Communities

Please find the community(ies) that will benefit from this mitigation activity by clicking on the Find communities button. If needed, modify the Congressional District number for each community by entering the updated number under the U.S. Congressional District column for that community. When finished, click the Continue button. NOTE: You should also notify your State NFIP coordinator so that the updated U.S. Congressional District number can be updated in the Community Information System (CIS) database.

Community name	County code	CID number	CRS community	CRS rating	U.S. Congressional District
OPA-LOCKA, CITY OF	086	120657	Y	9	17

Please provide any additional comments below (optional).

The City of Opa-Locka was incorporated in 1926 and is located within the northwestern area of Miami-Dade County within a geographic area of 4.2 square miles. The City of 16,464 has a mixture of residential, commercial, and industrial zones in addition to a general aviation airport. The City's population is overwhelmingly disadvantaged and minority. Large percentages of the population, approximately 85%, are considered economically challenged.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Opa Locka Community Map.pdf	11/14/2022	agross@opalockafl.gov	Community Attachments	*No description given.*	

City of Opa-locka Wastewater Lift Stations

Status: Submitted to recipient

Mitigation plan

Please provide your plan information below.

Is the entity that will benefit from the proposed activity covered by the current FEMA approved multi-hazard mitigation plan in compliance with 44 CFR Part 201? **Yes**

Please provide plan detail

Plan name	Plan type	Plan approval date
The Miami-Dade Local Mitigation Strategy	Local Multijurisdictional Multi-Hazard Mitigation Plan	09/15/2020

Proposed activity description

The project will rehabilitate three critical assets in the pump stations. The hardening of the stations will mitigate increasing risks from severe weather such as flooding. The project is needed to ensure reliable and safe wastewater service to 331 properties in the impact areas. The completion of the adaptation of critical facilities to combat existing and future risks will further the adopted LMS plan and the following goals and objectives. 1. Reduce Miami-Dade County’s vulnerability to natural and man-made hazards 1.2. Identify new and emerging mitigation methods and products for new and retrofitting construction 2. Minimize future losses from all hazard impacts by reducing the risk to people and property 2.3. Identify mitigation projects that reduce risk to vulnerable populations that are at greater risk from hazards. 2.4. Integrate mitigation into existing structures during regular maintenance and replacement cycles 3. Implement mitigation projects that meet or exceed current codes 3.1 Design and develop projects that address both current and future risk 6. Promote mitigation measures for critical facilities

Please provide any additional comments below (optional).

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

Filename	Date uploaded	Uploaded by	Label	Description	Action
LMS - City of Opa-Locka - Wastewater Lift Station Rehabilitation (9 12 16).pdf	11/14/2022	agross@opalockafl.gov	Mitigation Plan Attachments	*No description given.*	

Continue

City of Opa-locka Wastewater Lift Stations

Status: Submitted to recipient

Scope of work

The project Scope of Work (SOW) identifies the eligible activity, describes what will be accomplished and explains how the mitigation activity will be implemented. The mitigation activity must be described in sufficient detail to verify the cost estimate. All activities for which funding is requested must be identified in the SOW prior to the close of the application period. FEMA has different requirements for project, planning and management cost SOWs.

Subapplication title (include type of activity and location)	**City of Opa-locka Wastewater Lift Stations**

Activities

Primary activity type	**Utility and infrastructure protection**
Primary sub-activity type	**Wastewater and/or sanitary sewer system**
Primary sub-activity type	**Wastewater and/or sanitary sewer system**
Secondary activity type (Optional)	**Generator**
Secondary sub-activity type	**Permanent**
Tertiary activity type (Optional)	
Geographic areas description	**The project will take place in the City of Opa-locka, Florida. The community is located in northern Miami-Dade County and has a population of over 16,000. While the City is not directly on the coast, the community, like others in region, is beginning to be impacted by sea-level rise and increases in severe weather.**

Community lifelines

Primary community lifeline	**Health and medical**
Primary sub-community lifeline	**Public health**
Secondary community lifeline (optional)	

Hazard sources

Primary hazard source	**Flooding**
Secondary hazard source (optional)	**Tropical cyclone (Hurricane/Typhoon)**
Tertiary hazard source (optional)	
Is this a phased project?	**No**
Are you doing construction in this project?	**Yes**
Percentage of population impacted	**7**
Provide detailed description of population impacted	**The rehabilitation of the three wastewater lift stations will impact three distinct areas of the community that rely on each facility for essential sewer service. Using the number of structures provided service by each station, the estimated number of people impacted will be approximately 1,250. A large percentage of these people live in poverty or are considered low to moderate income.**
Provide a clear and detailed description of your proposed activity	**As a result of the vulnerabilities each of the lift stations currently face, the City has already initiated design and engineering. The final plans are complete with permitting to follow in early 2023. Required permits include: • City of Opa-locka Engineering • Miami Dade Water and Sewer Dept. (MD-WASD) • Miami Dade RER Wastewater Section There are no anticipated land acquisitions or approvals needed to complete the proposed improvements. The project will be ready to bid and constructed once funding is secured. The City is requesting grant funding to assist with bidding, construction, and construction management. These tasks, once started, will take approximately 18 months and are estimated to cost $2,250,000 The scope of work for the project involves upgrading each station into a more compact, submersible configuration, which includes the installation of a new wet-well, valve vault, control panel, pumps, and associated pipeline. Permanent generators will also be installed at each of the stations. The control panel will be elevated to comply with base flood elevation.**
How will the mitigation activity be implemented?	**The design and permitting are already being**

	completed by the City to ensure the project is ready to be implemented as quickly as possible should funding be secured. To complete the project once design and permitting is finalized, the City will require three tasks. Task #1: Procurement The City will engage a consultant for preparation of the bid specification and development of the bid solicitation package. The consultant will work with City staff to finalize the bid solicitation package and provide assistance with pre-bid activities and technical assistance to bidders and review the bids received for completeness. Task: 2: Construction The City will enter into an agreement with the contractor. Upon approval of the construction schedule and pay application format, a notice to proceed will be issued. Upon NTP, the contractor will mobilize and complete the project according to the bid specifications and according to the schedule and budget agreed upon. The contractor will also be expected to coordinate activities with the construction management consultant and provide any required documentation requested. Task: 3 Construction Inspection/Management The City will perform project management with the assistance of a construction management consultant. It is anticipated that the consultant used for this task will be the same as in Task 1. Working with City staff, the consultant will serve as the contact with the construction contractor. Other responsibilities include reporting, including documentation of progress, inspections, financial reporting, and completion certification.
Describe how the project is technically feasible and will be effective in reducing the risk by reducing or eliminating damage to property and/or loss of life in the project area. Please include engineering design parameters and references to the following: preliminary schematic or engineering drawings/design; applicable building codes; engineering practices and/or best practices; level of protection (e.g., life safety, 100-yr flood protection with freeboard, 100-yr wind design, etc.):	**The project has been fully designed and is technically feasible to reduce the risks posed by flooding and power loss. Each station has demonstrated its vulnerability to the impacts of flooding and power loss. The hardening of the entire station will include raising the control panel to above base flood elevation. The installation of a permanent generator will ensure that loss of power from storm conditions will not stop operation of the critical facility. By rehabilitating the pump stations to operate in significant flood waters and without disruption from power loss, the project will prevent disruption in service that can lead to sewer back up in homes and businesses and contamination of the nearby waterways, which all connect to the regional drainage system and to the**

	coast. The introduction of pollutants from sewage into the environment could lead to a public health emergency. A secondary risk being reduced includes the impact to the natural resources in the region. Reducing inflow and infiltration will reduce the level of contamination, reduce wastewater leakage, which could pollute waterways with excess nutrients that wreak havoc on the ecosystems by fueling harmful fumes that could put human health at risk, cause fish kills, and affect coral reefs of interconnecting water surfaces. The elimination of sewage ex-filtration within lift station service areas also poses a threat to the groundwater if not effectively conveyed to the treatment facilities. Rehabilitation of three lift stations by hardening and modernizing them will reduce the potential for these increasing threats.
Who will manage and complete the mitigation activity?	**The key personnel will comprise a combination of City staff and consultants. The City will select an engineering firm to serve as construction manager and construction contractor. The City personnel and consultants who will complete the project are below. Project Manager: Adelina Gross, Manager Capital Improvement Programs Department Ms. Gross will serve as the project manager for the project. As the lead manager for CIP projects, she has knowledge of the water and sewer system and has led the project's planning process. Through experience with utilities operations, she oversees the City utilities, water, and wastewater operations as well as roads and stormwater. She will be able to work with other City staff to procure and manage the multiple consultants needed to complete the project. Project Construction Manager: TBD (Consultant) The City will utilize an engineering firm with experience in wastewater facilities. The firm will be selected to provide construction management and inspection services. The firm will possess knowledge of local conditions, be able to identify similar successful drinking water projects, and demonstrate experience with permitting and the utilization of federal funds for construction. Financial Manager: Robert Anathan, Budget Administrator (In-House) The City Finance Department will provide financial administration and reporting for the project. Mr. Anathan will work with the project manager in managing the budget for the project including appropriating funding for the work as**

	reimbursements are requested and overseeing those requests to the granting agency. He will also ensure that financial management and recordkeeping meet federal funding requirements. Procurement/Bidding Manager: Purchasing Department Staff (In-House) The staff of the City's Purchasing Department will assist the project manager, design consultant, and administration consultant in preparing the bid package for construction. The purchasing staff manages all procurement for the City including large capital improvement projects. They have experience with procuring both consultants and contractors using federal funds. While City personnel will oversee the project and be heavily involved, all costs for the grant request and match will be contractual.
Will the project address the hazards identified and what risks will remain from all hazards after project implementation (residual risk)?	**The hardening of the stations will significantly mitigate increasing risks from the impacts of severe weather such as flooding and power loss. While there will always be some level of risk to the wastewater system due to its reliance on connectivity to other facilities, the hardening of the pump stations for this project will remove the specific risks that currently exist.**
Does the mitigation activity incorporate nature-based solutions?	**No**
When will the mitigation activity take place?	**The mitigation project can begin immediately once funding is obtained. The City is in the middle of a continuing redevelopment effort and its budget constraints limit funding for capital funding. The importance of the project caused the City to complete design to be prepared to implement the project should funding become available.**
Explain why this project is the best alternative. What alternatives were considered to address the risk and why was the proposed activity considered the best alternative?	**The City considered an alternative to the proposed project, rehabilitation versus constructing new stations. While the rehabilitation scope of work is a major reconstruction, the use of the existing sites and conveyance connections is advantageous and reduces the cost needed to complete the project.**
Please identify the entity that will perform any long-term maintenance and provide a maintenance, schedule and cost information. The subapplicant or owner of the area to be mitigated is responsible for maintenance (including costs of long-term care) after the project is completed?	**As the rehabilitated infrastructure becomes operational after construction, the City's Utility Department will continue to maintain the facilities. Funding for the maintenance and operation will come from the City's Water and Sewer Fund, which this year represents 26% of the City's annual total operating budget. The new hardened system will**

reduce maintenance from the previous facilities, but if additional maintenance is needed, funding from the Water and Sewer Fund will be available to properly resolve any issues. In 2021, the Water and Sewer Fund provided $11,439,076 for operations. The estimated cost for annual maintenance of each station is $8,000. The total maintenance cost for all three will be $24,000 per year.

Additional comments (optional)

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
FEMA Utility Mitigation Worksheet - Lift Stations.pdf	11/14/2022	agross@opalockafl.gov	Scope of Work Attachments	*No description given.*	
LS#12 - LIFT STATION PLAN SET - signed.pdf	11/14/2022	agross@opalockafl.gov	Scope of Work Attachments	*No description given.*	
Photos of lift stations street views.pdf	11/14/2022	agross@opalockafl.gov	Scope of Work Attachments	*No description given.*	
Median Household - 2020 US Census - Opa locka.pdf	11/14/2022	agross@opalockafl.gov	Scope of Work Attachments	*No description given.*	
LS#9 - LIFT STATION PLAN SET - signed.pdf	11/14/2022	agross@opalockafl.gov	Scope of Work Attachments	*No description given.*	
LS#16 - LIFT STATION PLAN SET - signed.pdf	11/14/2022	agross@opalockafl.gov	Scope of Work Attachments	*No description given.*	

Continue

City of Opa-locka Wastewater Lift Stations

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Schedule

Specify the work schedule for the mitigation activities.

Add tasks to the schedule

Please include all tasks necessary to implement this mitigation activity; include descriptions and estimated time frames.

Task Name Bidding	**Start Month** 1	**Task Duration (in Months)** 4 months
	Task Description Develop bid package to advertise and select construction contractor.	

Task Name Construction	**Start Month** 5	**Task Duration (in Months)** 14 months
	Task Description Construction contractor will implement bid specifications for all three stations.	

Task Name Construction Inspection	**Start Month** 1	**Task Duration (in Months)** 18 months
	Task Description Engineering consultant will perform construction inspection and management for the project.	

Estimate the total duration of your proposed activities (in months).	**18**

Proposed project start and end dates

Start Date	**2023-08-01**
End Date	**2024-01-30**

City of Opa-locka Wastewater Lift Stations

Status: Submitted to recipient

Introduction

Project location

Provide a detailed description of the proposed project's location.	**The City of Opa-Locka was incorporated in 1926 and is located within the northwestern area of Miami-Dade County within a geographic area of 4.2 square miles. The City has a mixture of residential, commercial, and industrial zones in addition to a general aviation airport. Similar to the rest of South Florida, the City continues to witness a growth in population, and it is anticipated that with the redevelopment initiatives the City has introduced, there will be significant growth within the next ten-to-twenty-year time frame. It is therefore incumbent on the City to ensure that its infrastructure meets the current and projected needs of not only an increase in residents but also the growing threat of flooding from changing conditions in the climate. The project will be implemented in three sanitary service areas/basins located within the City. Each basin is serviced by a lift station that conveys wastewater to the main collection lines and to the treatment facilities. The project impact areas will consist of each basin. Lift station #9 is located near NW 151st Street in the northern portion of the City and provides sewer to 213 properties. Lift Station #12 is within a commercial area between NW 42nd Avenue and Graighton Parkway. The area is situated on the very western border of the community near the airport and provides sewer to 91 structures. The third project site and impact area is Lift Station #16, also located in the western part of the City. The project impact area includes 27 properties that are served by the station. All three properties are owned by the City, secured and accessible only to City personnel.**
Latitude	**25.911528**
Longitude	**-080.249959**

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Lift Stations Location Map.pdf	11/14/2022	agross@opalockafl.gov	Project Location Attachments	*No description given.*	

Project benefiting area

Provide a detailed description of the proposed project's benefiting area.

Each station provides wastewater service to a specific area or basin. The basins are generally defined by geographic area such as neighborhood. Together the three basins represent an estimated 7% of the population serving approximately 1,250 people. These areas, like most of Opa-locka, are economically challenged. The City is a financially disadvantaged small community. The median household income for the City is $22,494, which is significantly below the State of Florida's median household income. The City has a poverty rate of over 40%. In addition, 85% of the over 16,000 residents are identified as low and moderate income. The project will benefit all these people, the businesses in the area, and the larger natural environment that surrounds each basin. Wastewater service is an essential service provided in part by the pump stations, which are critical facilities. The loss of service or back up into residences or onto the streets could result in a public health emergency that affects those disadvantaged members of the community the greatest.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Project Benefit Area - LIft Stations 9 12 16.pdf	11/14/2022	agross@opalockafl.gov	Location project benefiting area Attachments	*No description given.*	

Project impact area

Provide a detailed description of the proposed project's impact area.	**Each pump station site will be impacted by the work completed. Each site is relatively small and is owned by the City as right of way property. All three locations are existing pump stations, and the land use will not change. The scope of work will require ground disturbance for the hardening and enhancement to the well system, electric, and piping.**

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
FIRM Map - Opa Locka Lift Stations.pdf	11/14/2022	agross@opalockafl.gov	Location project impact area Attachments	*No description given.*	
USGS Map.pdf	11/14/2022	agross@opalockafl.gov	Location project impact area Attachments	*No description given.*	

Project site inventory

Does this project subapplication propose to mitigate a property/structure(s)? (Examples: residential home, commercial building, bridge, fire station, levee, pumping station, wastewater treatment plant, telephone pole, electric line, etc.)	**Yes**
Do you know the location of the structure?	**Yes**

Please download the excel template, and then fill out the template with building or infrastructure data.

Enter the location of the property/structure.

List of location(s) (3 locations)

Status	Location ID	Address	Inventory type	Structure type	Mitigation action
✓	47856	NW 31st Ave. , Opa-locka, FL, Miami-Dade, 33054	Infrastructure/Utility/other	Government	Floodproofing, Generator
✓	47857	1300 NW 46th Ave. , Opa-locka, FL, Miami-Dade, 33054	Infrastructure/Utility/other	Government	Floodproofing, Generator
✓	47858	13161 NW 43rd Ave. , Opa-locka, FL, Miami-Dade, 33054	Infrastructure/Utility/other	Government	Floodproofing, Generator

Continue

City of Opa-locka Wastewater Lift Stations

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Budget

Budget cost estimate should directly link to your scope of work and work schedule. You must add at least one item(s) greater than 0 for your cost estimate. As necessary, please adjust your federal/non-federal cost shares, and add the non-federal funding source(s) you are planning to use this project. Once you have completed this section, please click the Continue button at the bottom of this page to navigate to the next section.

Add budget cost types and item(s)

First, click the Add cost type button below to add cost type cost estimate and then click the Add item(s) button to add the item(s) for the cost estimate.

Grand total: $2,250,000.00

Budget type: Construction

▸	**Cost type: Cost estimate**	**$2,250,000.00**

Program income (optional)

Cost share

Cost share or matching means the portion of project costs not paid by federal funds.

Proposed federal vs. non-federal funding shares
Hazard Mitigation Assistance (HMA) funds may be used to pay up to 75% federal share of the eligible activity costs. For Building Resilient Infrastructure and communities (BRIC), small impoverished communities may be eligible for up to 90% federal share. For Flood Mitigation Assistance (FMA), and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share. Flood Mitigation Assistance (FMA) and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share.

Is this an Economically Disadvantaged Rural Community?

This determines your federal/non-federal share ratio.
Yes

	% Percentage	$ Dollar amount
Proposed federal share	**90.00**	**2025000.00**
Proposed non-federal share	**10.00**	**225000.00**
	Based on total budget cost:	

	$2,250,000.00

Non-federal funding sources here
That portion of the total costs of the program provided by the non-federal entity in the form of in-kind donations or cash match received from third parties or contributed by the agency. In-kind contributions must be provided and cash expended during the project period along with federal funds to satisfy the matching requirements.

Funding source	Funding amount	% Non-federal share by source
Funding source: Utility Fund - City	**$225,000.00**	**100.00%**

Please provide any additional comments below (optional).

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Funds Commitment Letter - Opa locka Lift Stations.pdf	11/14/2022	agross@opalockafl.gov	Budget Attachments	*No description given.*	
SF424_Forms_for_BRIC_Application__2.pdf	11/14/2022	agross@opalockafl.gov	Budget Attachments	*No description given.*	
SF424C_2_0-V2.0.pdf	11/14/2022	agross@opalockafl.gov	Budget Attachments	*No description given.*	
Median Household - 2020 US Census - Opa locka.pdf	11/14/2022	agross@opalockafl.gov	Budget Attachments	*No description given.*	

Continue

City of Opa-locka Wastewater Lift Stations

Status: Submitted to recipient

Cost-effectiveness

How was cost-effectiveness determined for this project?

- [x] BCA completed in FEMA's BCA toolkit

  Subapplicant must attach supporting documentation.

- [ ] Pre-calculated benefits
- [ ] Substantial damage in special flood hazard area
- [ ] Other BCA methodology approved by FEMA in writing
- [ ] Not applicable
- [ ] Not applicable

What are the total project benefits? ($)	**5955297**
What are the total project cost? ($)	**2737568**
What is the benefit-cost ratio (BCR) for the entire project?	**2.17**
Was sea level rise incorporated into the flood elevations in the BCA?	**No**
Were environmental benefits added to the project benefits?	**No**
Were social benefits added to the project benefits?	**No**
Please provide any additional comments below (optional).	**The BCA generated for the Utility project only analyzes the impact of the floodproofing of the facility. Additional benefits could potentially be incorporated for the mitigation of power loss.**

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
BCA Opa-Locka Lift Stations_PR.pdf	11/14/2022	agross@opalockafl.gov	Cost Effectiveness Attachments	*No description given.*	

City of Opa-locka Wastewater Lift Stations

Status: Submitted to recipient

Environmental/Historic Preservation (EHP) Review Information

Introduction

An environmental/historic preservation review is required for all activities for which FEMA funds are being requested. FEMA will complete this review with the assistance of both the state or tribal government and the local applicant. It is important that you provide accurate information. If you are having problems completing this section, please contact your application point of contact.

A. National Historic Preservation Act - Historic Buildings and Structures

1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age? **No**

B. National Historic Preservation Act - Archeological Resources

Does your project involve disturbance of ground? **Yes**

Please confirm that you have provided the information listed below by selecting each check box. (If you have not provided these documents in any other section of the application, please attach the required documents below.)

- [x] A description of the ground disturbance by giving the dimensions (area, volume, depth, etc.) and location.
- [x] The past use of the area to be disturbed, noting the extent of previously disturbed ground.
- [x] A USGS 1:24,000 scale or other site map showing the location and extent of ground disturbance.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing. (optional)

- [ ] Any information about potential historic properties, including archeological sites, in the project area. Sources of this information may include SHPO/THPO, and/or the Tribe's cultural resources contact if no THPO is designated. Include, if possible, a map showing the relation of any identified historic properties to the project area.
- [ ] Attached materials or additional comments.

Please provide an explanation and any information about this project that could assist FEMA in its review.

(optional)

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

C. Endangered Species Act and Fish and Wildlife Coordination Act

1. Are federally listed threatened or endangered species or their critical habitat present in the area affected by the project?	**No**
2. Does your project remove or affect vegetation?	**No**
3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water?	**No**

D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)

1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as 'waters of the U.S' as identified by the US Army Corps of Engineers or on the National Wetland Inventory?	**No**

E. Executive Order 11988 (Floodplain Management)

1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 1% annual chance floodplain, a 0.2% annual chance floodplain, a regulatory floodway, or an area prone to flooding?	**Yes**

Please explain in the text box below and/or provide any documentation to identify the means or the alternatives considered to eliminate or minimize impacts to floodplains (See the 8 step process found in 44 CFR Part 9.6.) to help FEMA evaluate the impact of the project:	**The project has been designed as to not impact the floodplain. The rehabilitation of the existing pump stations and use of the already impacted sites will allow for no impact to the floodplains.**

Please provide an explanation and any information about this project that could assist FEMA in its review. (optional)

2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation?	**No**

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

F. Coastal Zone Management Act

1. Is the project located in the state's designated coastal zone?	**No**

G. Farmland Protection Policy Act

1. Will the project convert more than 5 acres of prime or unique farmland outside city limits to a non-agricultural use?	**No**

H. Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (Hazardous and Toxic Materials)

1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project?	**No**

2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project?	**No**
3. Does any project construction or operation activities involve the use of hazardous or toxic materials?	**No**
4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials?	**No**

I. Executive Order 12898, Environmental Justice for Low Income and Minority Populations

1. Are there low income or minority populations in the project's area of effect or adjacent to the project area?	**Yes**

If Yes, you must confirm that you have provided the following either in the text box below or by attachment: (If you have not provided these documents in any other section of the application, please attach the required documents or provide the description below.)

- [x] Description of any disproportionate and adverse effects to these populations.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing. (optional)

- [x] Description of the population affected and the portion of the population that would be disproportionately and adversely affected. Please include specific efforts to address the adverse impacts in your proposal narrative and budget.
- [x] Attached materials or additional comments.

Please provide an explanation and any information about this project that could assist FEMA in its review. (optional)

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

J. Other Environmental/Historic Preservation Laws or Issues

1. Are there other environmental/historic preservation requirements associated with this project that you are aware of?	**No**
2. Are there controversial issues associated with this project?	**No**
3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project?	**No**

K. Summary and Cost of Potential Impacts

Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties?	**No**

Continue

City of Opa-locka Wastewater Lift Stations

Status: Submitted to recipient

Evaluation

Is the applicant participating in the Community Rating System (CRS)?	**Yes**
Select rating.	**9**
Is the applicant a Cooperating Technical Partner (CTP)?	**No**
Was this application generated from a previous FEMA HMA Advance Assistance or Project Scoping award or any other federal grant award, or the subapplicant is a past recipient of Building Resilient Infrastructure and Communities (BRIC) non-financial Direct Technical Assistance?	**No**
Has the applicant adopted building codes consistent with the international codes?	**No**
Have the applicant's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)?	**No**
Describe involvement of partners to enhance the mitigation activity outcome.	**There are no partners involved in the project.**
Discuss how anticipated future conditions are addressed by this project.	**One of the most significant challenges for the community is effective wastewater management and the mitigation of threats to the essential sewer service. Many of the City's sanitary sewer pump stations are not resilient and are vulnerable to the impacts of flooding and other natural weather conditions. As conditions in the region continue to produce frequent and more severe storms, there is an immediate need to address this problem. The City has completed several major planning initiatives to address these issues and identify the most impactful course of action to protect, first and foremost, public safety and health but also further the economic redevelopment of the community. The threat from a changing climate to the wastewater system is increasing each year. The project have been designed to exceed the level of protection from current conditions and be**

effective well into the future as more intense flooding and wind impact the community.

Additional comments (optional)

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

Continue

City of Opa-locka Wastewater Lift Stations

Status: Submitted to recipient

Assurances and certifications

OMB number: 4040-0009, Expiration date: 02/28/2022 View burden statement

SF-424D: Assurances - Construction Programs

Content:

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

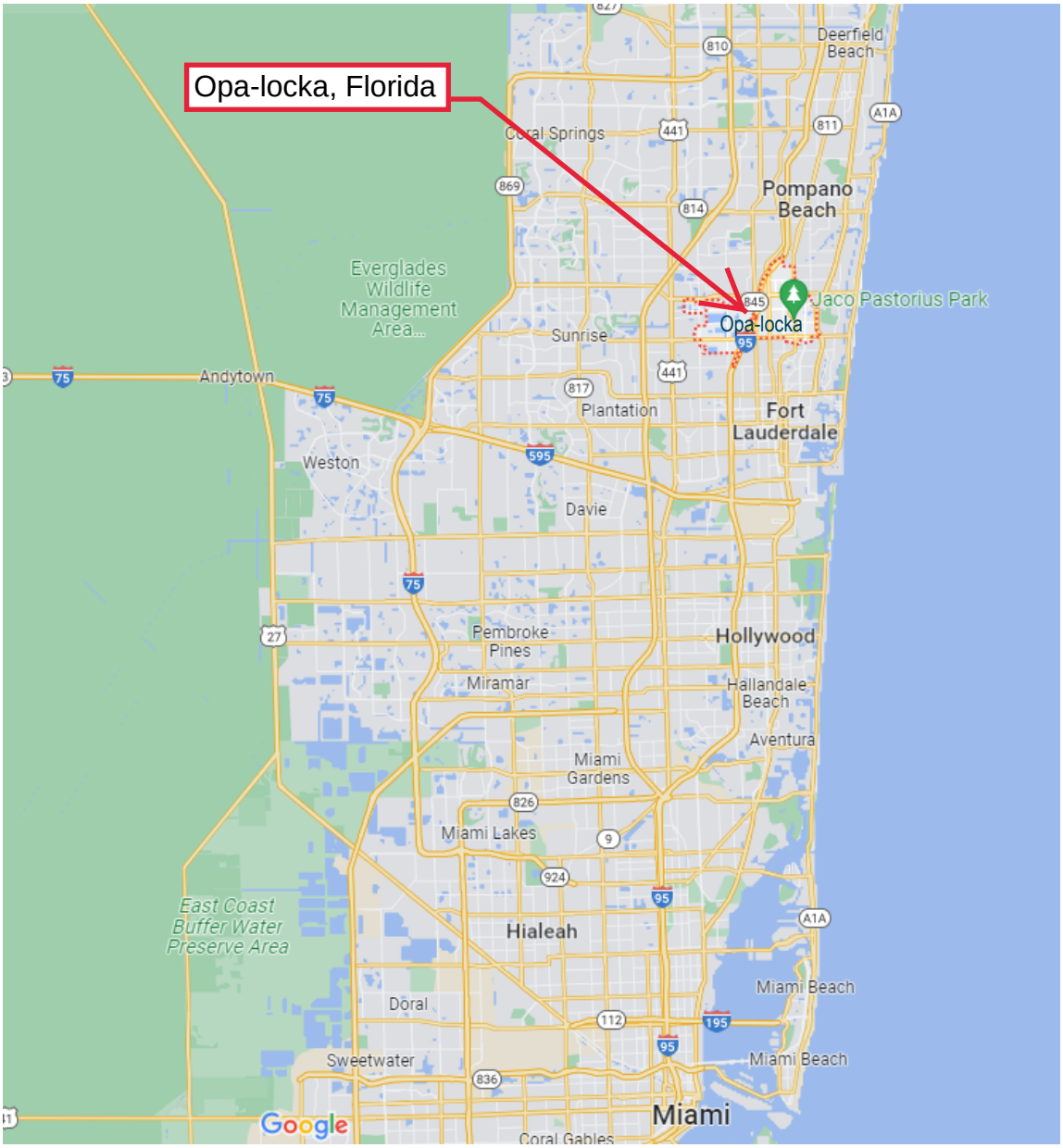
1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C.§§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C.§874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of

historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a--1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Community Map



Office of Emergency Management
Local Mitigation Strategy
9300 NW 41 St
Miami, FL 33178
Email: eoc@miamidade.gov
Phone: 305-468-5427
Fax: 305-468-5401

Delivering Excellence Every Day

November 8, 2022

Mrs. Laura Dhuwe, State Hazard Mitigation Officer
Florida Division of Emergency Management
2555 Shumard Oaks Boulevard
Tallahassee, Florida 32399-2100

Re: Building Resilient Infrastructure and Communities Application for the City of Opa-Locka

Dear Mrs. Dhuwe,

The Miami-Dade County Local Mitigation Strategy (LMS) Working Group approves and supports the City of Opa-Locka project: "Wastewater Lift Station Rehabilitation (9,12,16)".

BRIC 2022

Funding Priority	Project Name	Applicant	Goal/Objective Implemented	Estimated Total Project Cost	Estimated Federal Share
N/A	Wastewater Lift Station Rehabilitation (9,12,16)	City of Opa-Locka	2	$ 2,250,000.00	$ 1,687,500.00

The project aligns with our LMS goals and objectives, and with the State's mitigation goals and objectives (in accordance with the Code of Federal Regulations 44§ 201.6). Furthermore, the City of Opa-Locka is a continuing participant in the Miami-Dade County Local Mitigation Strategy (LMS) Working Group. The project in question is listed in our project list.

For further information or inquiry, please contact me at (305) 468-5427 or robin.yang@miamidade.gov

Sincerely,

Robin Yang,
Miami-Dade County LMS Chair

UTILITY MITIGATION WORKSHEET

for preliminary Benefit Cost Analysis conducted by the State Mitigation Technical Unit

This worksheet applies for the following mitigation activities: **Utility Mitigation Projects** (**Undergrounding electrical system, sewer system upgrade, upgrade of electrical components for a utility, etc.)**. For assistance, contact the State of Florida Mitigation Technical Unit.

IMPORTANT: This worksheet is required as part of your application. The State of Florida Mitigation Technical Unit will conduct a Benefit Cost Analysis (BCA) for your project and the following information is needed to evaluate cost effectiveness. Once a preliminary BCA is completed, the reviewer will contact you to collect support documentation.

NOTE: *Having a complete worksheet will expedite the Technical Review.*

SECTION I - PROJECT GENERAL INFORMATION

Project Name	Opa-locka Wastewater
Applicant	City of Opa-locka
Point of Contact	Name: Adelina Gross
	Address (Please include City, State and Zip Code): 780 Fisherman Street Opa-Locka, Florida 33054
	Phone number: 305-953-2826
	Email: agross@opalockafl.gov
HMA Program (FMA, PDM, HMGP, 406 PA MITIGATION)	BRIC

SECTION II - UTILITY GENERAL INFORMATION

Address	Multiple - see listing

In case of multiple sites, attach to this worksheet a list of all locations/sites involved in this project.

City, State and Zip Code	Opa-locka, FL 33054		
County	Dade		
Year Built:	1985	**Source** (Ex: Property Appraiser):	City Personnel

In the case of utility infrastructure, provide the year of construction of the oldest structure or the average age of the structure, if improvements have been completed over the years, due to land development.

SECTION III- PROJECT COST INFORMATION

Mitigation Project Cost	$ 2,250,000

A lump sum on this worksheet is acceptable for preliminary BCA, but a detailed breakdown attached to your application is required.

Annual Maintenance Cost	$ 24,000

Relates to the amount of money you expect to spend every year maintaining the project, to ensure functionality at the time of a storm event.

SECTION IV - HAZARD / MITIGATION INFORMATION

Type of Proposed Project:

The project will rehabilitate three critical assets in the pump stations. The hardening of the stations will mitigate increasing risks from severe weather such as flooding. The project is needed to ensure reliable and safe wastewater service

(e.g. Undergrounding of electrical system, upgrade of electrical components for utility, gas system upgrade, sewer system upgrade, etc.)

SECTION V - LOSS OF SERVICE

Select the type of utility infrastructure to mitigate:

- ☐ Electrical
- ☑ Wastewater
- ☐ Potable Water
- ☐ Telecom
- ☐ Gas
- ☐ Other (describe):

What is the <u>population</u> being served by the utility system that will be mitigated? 1250

<u>Population</u> relates to number of customers being served by the system and that will be affected in the case of an outage. Include only the customers connected to locations that will be mitigated.

SECTION VI - HISTORICAL DAMAGES

Provide a list of outages suffered in the past, due to a storm event: (Attach an additional page if necessary)

Year	Storm Name	Date	Outage duration (hrs.)	Source of outage information

Has the City or County incurred any expenses attending the emergency during past events? If so, please provide details: (Attach an additional page if necessary)

Incurred Expenses refers to any type of expense like: renting portable generators, chillers, sewage trucks to attend the emergency and avoid negative impact.

Year	Expense Description	Cost ($)

Lift Station – Project Locations

Lift Station #9	NW 31st. Ave. Opa-locka, FL 33054
Lift Station #12	1300 Nw 46th Ave. Opa-Locka, Fl 33054
Lift Station #16	13161 NW 43rd Ave. Opa-locka, FL 33054

CITY OF OPA-LOCKA

LIFT STATION 9 REHABILITATION

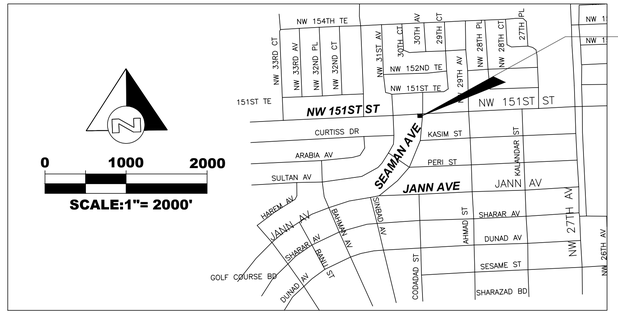
CITY COMMISSION

MAYOR: VERONICA WILLIAMS

VICE MAYOR: JOHN H TAYLOR

COMMISSIONER: DR. SHERELEAN BASS
CHRIS DAVIS
AUDREY DOMINGUEZ

INTERIM CITY MANAGER: DARVIN WILLIAM



LOCATION MAP

INDEX OF SHEETS

SHEET NO	SHEET DESCRIPTION
C-100	COVER SHEET
C-200 TO C-201	GENERAL NOTES
C-300	SANITARY SEWER PLAN AND PROFILE
C-301	SANITARY SEWER DETAILS
C-310	MECHANICAL PLAN AND PUMP DATA
C-311	STRUCTURAL PLAN AND DETAILS

SSN ENGINEERING
13899 BISCAYNE BLVD., SUITE 310
NORTH MIAMI BEACH, FL 33181
PH (305) 440-4334
WWW.SSNENGINEERING.COM
CA# 29695

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RUBEL SIDDIQUE, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 67239

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RUBEL SIDDIQUE, PE. ON THE DATE INDICATED HERE USING A SHA AUTHENTICATION CODE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PREPARED BY:
ENGINEER OF RECORD:
FL PE NO.:

SSN ENGINEERING, LLC
RUBEL SIDDIQUE, PE
67239

RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

NOTE:

THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION

SHEET NO.
C-100

STANDARD REQUIREMENTS FOR WATER AND SEWER CONSTRUCTION (GS 0.5-SHEET 1 OF 2)

1. ALL MATERIALS AND CONOSTRUCTION UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI–DADE WATER AND SEWER DEPARTMENT AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT. SUBMIT SHOP DRAWINGS FOR ALL MATERIALS.

2. COVER OVER WATER OR SEWER FORCE MAINS SHALL BE 3'–0" MIN. UNDER RIGID PAVEMENT.

3. All MAIN LINE VALVES SHALL BE INSTALLED COMPLETE WITH 10" RISER PIPES AND NO. 3 OR 53 VALVE BOXES FIRE HYDRANTS AND SERVICE VALVES SHALL BE INSTALLED COMPLETE WITH 6" RISER PIPES AND NO. 2 VALVE BOXES.

4. All FORCE MAIN SERVICE CONNECTIONS INTO PRESSURE TRANSMISSION MAINS SHALL HAVE A SHUT OFF VALVE AT THE POINT OF ENTRY.

5. All GRAVITY SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DEPARTMENT STANDARDS.

6. FIRE HYDRANT REQUIREMENTS (NUMBER AND LOCATION) SHALL BE AS REQUIRED BY THE MIAMI–DADE COUNTY FIRE DEPARTMENT OR THE APPROPRIATE FIRE AGENCY WITH INSTALLATION IN ACCORDANCE WITH DEPARTMENT STANDARDS.

7. CONTRACTOR MUST CALL M–DWASD INSPECTION DIVISION TO ARRANGE FOR A PRE–CONSTRUCTION MEETING 2 FULL BUSINESS DAYS PRIOR TO PROPOSED START OF CONSTRUCTION. CONTACT ONE CALL CENTER 48 HRS PRIOR TO EXCAVATION.

8. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE SYSTEM BY THE DEPARTMENT AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY THE DEPARTMENT.
   a. EASEMENTS, IF REQUIRED.
   b. CONTRACTOR'S WAIVER AND RELEASE OF LIEN.
   c. ABSOLUTE BILL OF SALE.
   d. i. CONTRACTOR'S LETTER OF WARRANTY (I.E., LETTER AGREEMENT). ii. DEVELOPER'S CONTRACT BOND (I.E., CONTRACT AGREEMENT).
   e. "AS–BUILT" PRINTS 24"x36" SHOWING SPECIFIC LOCATIONS, DEPTH, ETC. OF All WATER AND SEWER FACILITIES AS LOCATED BY A LICENSED FLORIDA SURVEYOR, ALONG WITH PRINTS OF "AS–BUILT WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR. (No. OF PRINTS: 3–FOR WATER, 4–FOR GRAVITY SEWER AND 5–FOR FORCE MAIN OR PUMP STATION PROJECTS). THE DEPARTMENT RESERVES THE RIGHT TO REQUIRE SUBMITTAL ON ELECTRONIC MEDIA IN ACCORDANCE WITH SEC. 01775 "MAGNETIC MEDIA SUBMITTAL".
   f. H.R.S. LETTER OF RELEASE REQUIRED FOR All WATER PROJECTS.
   g. Bill OF SALE SKETCH (8 1/2"x11") FOR WATER AND SEWER, SEPARATELY.

11. All NEW CONNECTIONS FROM EXISTING DEPARTMENT MAINS TO BE MADE BY DEPARTMENT FORCES ONLY. THE CONTRACTOR TO EXCAVATE AT REQUIRED LOCATIONS, PROVIDE AND INSTALL MATERIAL WITH FITTINGS, PRIOR TO TAP.

12. AN APPROVED PAVING AND DRAINAGE PLAN MUST BE SUBMITTED TO MDWASD FOR All NEW SUBDIVISIONS PRIOR TO APPROVAL OF WATER AND SEWER PERMIT PLANS, UPON REQUEST.

13. UNLESS OTHERWISE SPECIFIED, All TAPS 20 INCHES AND SMALLER FOR CONNECTIONS TO EXISTING MAINS Will BE DONE BY DEPARTMENT FORCES. UNDER NO CIRCUMSTANCES Will THE CONTRACTOR BE PERMITTED TO TAP EXISTING MAINS IN THE SIZE RANGE SPECIFIED ABOVE. THE TAPPING SLEEVE AND TAPPING VALVE ARE FURNISHED AND INSTALLED BY THE CONTRACTOR UNDER THE SUPERVISION OF THE INSPECTOR.

"AS-BUILT" REQUIREMENTS FOR WATER AND SEWER CONSTRUCTION (GS 0.5- SHEET 2 OF 2)

1. AT THE COMPLETION OF ANY WATER AND SEWER JOB, EITHER DONATION OR CONTRACT, THE CONTRACTOR SHALL SUBMIT:

a. AS–BUILT PRINTS WHICH HAVE BEEN SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. (QTY. OF PRINTS, AS REQUIRED BY THE DEPARTMENT.)

2. "AS–BUILT" FORMAT:

a. 24"x36" PRINTS
b. LOCATION MAP SCALE SHOULD BE 1"=300' AND SECTION –TOWNSHIP–RANGE SHOULD BE SHOWN.
c. THE WORD "AS–BUILT" IN LARGE LETTERS.
d. TITLE BLOCK WITH DEPARTMENT DS, DW OR ER NUMBER AND PERTINENT INFORMATION.
e. PREFERRED SCALE TO BE I"= 40' HORIZONTALLY AND I"= 4' VERTICALLY*.
f. STREET NOMENCLATURE.
g. SEPARATE AS–BUILTS FOR WATER AND SEWER.
h. SEPARATE WATER AND SEWER PROFILE.
i. STATIONING STARTING WITH 0+00 AT PERMANENT REFERENCE POINT (I.E., CL,SL , ETC.) OR AS SHOWN ON DESIGN PERMIT PLANS, AND TO RUN CONTINUOUSLY TO END OF MAIN.
j. EASEMENTS, IF ANY, TIED TO PERMANENT REFERENCE POINT.
k. IDENTIFY ALL CONTROL LINES (I.E. BLDG. LINE, PROPERTY LINE, R/W, ETC).
l. ALL "PROPOSED" INFORMATION TO BE REMOVED FROM PRINTS, LEAVING ONLY "AS–BUILT" INFORMATION REFLECTED IN DRAWINGS.

3. WATER "AS–BUILTS" MUST INCLUDE:

a. PLANS SHOWING PIPE SIZE, MATERIAL AND OFFSET OF MAIN, DEFLECTIONS (IF ANY), STATION OF SERVICES, HYDRANTS AND FITTINGS AT THE MAINLINE (IF PERPENDICULAR TO IT), AND AT MAIN AND END OF SERVICES IF ANY, OTHER ANGLE, AND DEFLECTION OF PIPE, IF ANY.
b. PROFILE SHOWING TOP OF GROUND AND TOP OF PIPE ELEVATIONS AT EVERY 100' STATION AND AT ANY CHANGE IN GRADE (WITH CORRESPONDING STATION), PIPE SIZE AND PIPE MATERIALS REFERENCED TO PLAN.

4. SEWER "AS–BUILTS" MUST INCLUDE:

a. PLAN SHOWING MANHOLE NUMBER, PIPE SIZE AND PIPE MATERIAL OF PIPE, DEFLECTION, IF ANY (FORCE MAIN ONLY), AND LOCATION OF LATERALS WITH REFERENCE TO MANHOLE.
b. PROFILE SHOWING MANHOLE NUMBER (AS PER PLAN), RIM AND INVERT ELEVATIONS (IF MORE THAN ONE INVERT, LABEL NORTH, SOUTH , ETC), AND STATION STARTING AT EACH 0+00 AT DOWNSTREAM MANHOLE.

5. FORCE MAIN "AS–BUILT" SAME AS WATER MAIN ABOVE.
6. EACH AS–BUILT SHALL SHOW THE FLORIDA STATE PLANE COORDINATES (CURRENT READJUSTMENT) OF ALL THE MANHOLES AND VALVES AND OF AT LEAST TWO HORIZONTAL CONTROL POINTS PROPERLY IDENTIFIED AND LOCATED WITHIN THE PROJECT. OTHER SCALE MAY BE PERMITTED, BUT MUST BE APPROVED BY THE DEPA OF DRAWINGS.

RER-DERM WATER-SEWER GENERAL NOTES

1. A horizontal distance of at least 6 feet, and preferably 10 feet (outside to outside), shall be maintained between gravity or pressure sewer pipes and water pipes. The minimum horizontal separation can be reduced to 3 feet for vacuum-type sewers or for gravity sewers where the top of the sewer pipe is at least 6 inches below the bottom of the water pipe. When the above specified horizontal distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if one of the following is met:
   a) The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
   b) The sewer is encased in a watertight carrier pipe or concrete.
   c) The top of the sewer is at least 18 inches below the bottom of the water pipe.

2. A vertical distance of at least 12 inches (outside to outside) shall be maintained between any water and sewer mains with sewer pipes preferably crossing under water mains. The minimum vertical separation can be reduced to 6 inches for vacuum-type sewers or for gravity sewers where the sewer pipe is below the water main. The crossing shall be arranged so that all water main joints are at least 6 feet from all joints in gravity and pressure sewer pipes. This distance can be reduced to 3 feet for vacuum-type sewers. When the above specified vertical distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if one of the following is met:
   a) The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
   b) The sewer is encased in a watertight carrier pipe or concrete.

3. Air release valves shall be provided at high points of new force main sanitary sewers.

4. Gravity sanitary sewers constructed within a public wellfield protection area shall be C-900 PVC or Ductile Iron Pipe. The maximum allowable exfiltration rate of gravity sanitary sewers constructed in a public wellfield protection area shall be:
   a) Residential Land Uses. Fifty (50) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe.
   b) Non-Residential Land Uses. Twenty (20) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe.
   c) Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.

5. The maximum allowable exfiltration rate of gravity sanitary sewers constructed outside a public wellfield protection area shall be one hundred (100) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe. Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.

6. Forcemain sanitary sewers constructed within a public wellfield protection area shall be ductile iron, C-900 PVC, HDPE or reinforced concrete pressure sewer pipes.

7. The maximum allowable exfiltration/leakage rate of forcemain sanitary sewers shall be:
   a) Ductile Iron, C-900 PVC, HDPE and PVC Pipe. The allowable leakage rate specified in American Water Works Association Standard (AWWAS) C600-82 at a test pressure of 100 psi for a duration of not less than two (2) hours.
   b) Reinforced Concrete Pressure Pipe. Half (1/2) the allowable leakage rate specified in AWWA C600-82 at a test pressure of 100 psi for a duration of not less than two (2) hours.
   c) Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.

8. The contractor shall verify nature, depth, and character of existing underground utilities prior to start of construction.

9. In no case shall a contractor install utility pipes, conduits, cables, etc. in the same trench above an existing water or sewer pipe except where they cross.

10. If any area of the work site is found to contain buried solid waste and/or ground or ground water contamination, the following shall apply:
    a) All work in the area shall follow all applicable safety requirements (e.g., OSHA, etc.) and notification must be provided to the appropriate agencies.
    b) Immediately notify the Environmental Monitoring and Restoration Division (EMRD). The EMRD can be contacted at (305) 372-6700.
    c) If contaminated soils and/or buried solid waste material is excavated during construction, then they require proper handling and disposal in accordance with the local, state and federal regulations. Be advised that the landfill owner/operator is the final authority on disposal and may have requirements beyond those provided by herein. If disposal within a Miami-Dade County owned landfill (Class I landfill) is appropriate and selected, please contact the Miami-Dade County Department of Solid Waste Management at (305) 594-6666 for information.
    d) The reuse of contaminated soils that are not returned to the original excavation requires prior approval of a Soil Management Plan from the Environmental Monitoring and Restoration Division. The EMRD can be contacted at (305) 372-6700.

11. Pumps must comply with the National Electrical Code (NEC) requirements for Class I, Group D, Division 1 locations (Explosion Proof).

12. The contractor is advised that a Tree Removal/Relocation Permit may be required prior to the removal and/or relocation of tree resources. Prior to removing or relocating any trees, the Contractor shall notify the Tree and Forest Resources Section of DERM at (305) 372-6574 or via e-mail at: tfrs@miamidade.gov , or contact the municipality with tree ordinance jurisdiction to obtain any required permits. Those trees not interfering with the construction shall be protected in place in accordance with the provisions of Section 24-49.5 of the Miami-Dade Code.

13. Please note that the demolition, removal, and/or disturbance of existing underground utilities that contain asbestos- cement pipes (ACP) are subject to the provisions of 40 CFR-61 Subpart M. Therefore, pursuant to the provisions of 40 CFR-61-145, a NOTICE OF DEMOLITION OR ASBESTOS RENOVATION form must be filed with the Air Quality Management Division (AQMD) of DERM, at least ten (10) working days prior to starting of any work. Note that the backfilling and burial of crushed ACP would cause these locations to be considered active disposal sites and subject to 40 CFR-61.154, and 40 CFR-61.151 a year after project completion.
    Existing standard operating procedures, as well as applicable federal, state and local regulatory criteria, must be followed and implemented to minimize any potential release of fugitive emissions, especially during project construction activities. The AQMD can be contacted via email at asbestos@miamidade.gov or 305-372-6925.

Rev. 4/30/2018

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FOR ALL PROJECT WHERE REMOVAL OF UTILITY LINES IS PROPOSED

1– ALL EXISTING UTILITIES BEING REMOVED AND/OR RELOCATED MUST REMAIN IN EFFECT AND IN SERVICE, UNTIL SUCH TIME WHEN PROPOSED REPLACING UTILITIES HAVE BEEN INSTALLED AND IN SERVICE AND ALL RELATED SERVICES TO THE FIRST LINES HAVE BEEN TRANSFERRED TO THE LATTER ONES, BY M–DWASD FORCES AT OWNERS EXPENSES.

2– ALL ABANDONED OR REPLACED UTILITY LINES LOCATED IN PRIVATE PROPERTY SHALL BE REMOVED AND CAPPED AT MAIN, WHEN APPLICABLE, AFTER ALL INSTALLED SERVICES TO OR FROM THEM HAVE BEEN TRANSFERRED TO THE ALREADY INSTALLED AND IN SERVICE PROPOSED UTILITY LINES, ANY RELATED EASEMENT SHALL BE RELEASED AND VACATED AFTER REMOVAL OF LINES AND RESTORATIONS OF SITE, IF APPLICABLE, HAVE BEEN COMPLETED.

RUBEL SIDDIQUE, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 67239

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RUBEL SIDDIQUE, PE. ON THE DATE INDICATED HERE USING A SHA AUTHENTICATION CODE.

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NO.	REVISIONS	DATE	BY

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NORTH MIAMI BEACH, FL 33181
PH (954) 944-3272
FBPE NO. CA00029695
WWW.SSNENGINEERING.COM

SSN ENGINEERING

PROJECT NO.
202201002

CITY OF OPA-LOCKA
LIFT STATION 9 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

GENERAL NOTES

RUBEL SIDDIQUE, P.E.
FL LICENSE NO. 67239

RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWN BY: RS
CHECKED BY: RS
DATE: 09-05-2022
SHEET NO.
C-200

1. ALL MATERIALS AND CONSTRUCTION UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF OPA-LOCKA AND/OR MIAMI-DADE COUNTY WATER & SEWER DEPARTMENT (MD-WASD) AND/OR MIAMI DADE COUNTY PUBLIC WORKS DEPARTMENT (MD-PWD) AND/ OR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT.

2. MINIMUM COVER OVER MAINS SHALL BE 3'-0". 2'-0" FOR SERVICE LINES, UNLESS SPECIFIC WRITTEN EXCEPTION IS ISSUED OR REQUIRED BY AN AUTHORIZED REPRESENTATIVE OF CITY OF OPA-LOCKA.

3. DETECTOR TAPE SHALL BE INSTALLED 18" ABOVE THE CENTERLINE OF MAINS AND SERVICES. TAPES SHALL BE GREEN CONTINUOUSLY MARKED "CAUTION WASTEWATER FORCE MAIN BURIED BELOW".

4. ALL VALVES SHALL BE INSTALLED COMPLETE WITH 10" RISER PIPES AND No. 53 C.I. VALVE BOXES AND LIDS.

5. LOW PRESSURE SEWER MAIN SHALL BE HDPE SDR-11. SERVICE LINES SHALL BE HDPE SDR-9.

6. ALL JOINTS FOR LOW PRESSURE HDPE MAIN SHALL BE BUTT-FUSION WELDED. ALL WELDING OF JOINTS SHALL BE IN STRICT CONFORMITY WITH THE RECOMMENDATIONS OF THE PIPE MANUFACTURER UNLESS OTHERWISE SPECIFIED IN WRITING.

7. CONTRACTOR MUST CALL THE CITY OF OPA-LOCKA INSPECTION DIVISION AND ALL OTHER APPLICABLE PERMITTING AGENCIES TO ARRANGE FOR A PRE-CONSTRUCTION MEETING AT LEAST 72 HOURS PRIOR TO PROPOSED START OF CONSTRUCTION.

8. CITY OF OPA-LOCKA PERSONNEL WILL INSPECT ALL FACILITIES APPROVED BY THE ENGINEERING DEPARTMENT. ALL OTHER REQUIREMENTS OF THE PERMITTING AGENCY SHALL BE IN ACCORDANCE WITH THEIR STANDARDS AND REQUIREMENTS.

9. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE SYSTEM BY THE DEPARTMENT AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY CITY OF OPA-LOCKA:

*EASEMENTS, IF REQUIRED (WHETHER BY DEED OR PLAT SUITABLY RECORDED)
* CONTRACTOR'S WAIVER AND RELEASE OF LIEN
* CONTRACTOR'S LETTER OF WARRANTY (I.E. LETTER AGREEMENT)
* AS-BUILT 24" x 36" SHOWING SPECIFIC LOCATIONS, DEPTHS, ETC. OF ALL WATER FACILITIES AS LOCATED BY A LICENSED SURVEYOR, ALONG WITH TWO (2) PRINTS OF THE "AS-BUILT" WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR OR ENGINEER OF RECORD AND ENDORSED BY THE CONTRACTOR IN ACCORDANCE WITH MD-WSD STANDARDS.

10. ALL NEW CONNECTIONS FROM EXISTING CITY OF OPA-LOCKA MAINS TO BE INSPECTED BY CITY OF OPA-LOCKA FORCES PRIOR TO BACKFILL.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL LOCATIONS, DIMENSIONS, ELEVATIONS AND THE LOCATIONS OF ALL UNDERGROUND STRUCTURES AND UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE LOCATIONS SHOWN ON THE PLANS ARE NOT GUARANTEED ACCURATE OR CORRECT BY THE KNOWN UTILITY COMPANIES.

12. THRUST BLOCKS SHALL BE PROVIDED TO ALL BENDS, TEES AND PLUGS IN ACCORDANCE WITH MD-WASD STANDARD DETAILS.

13. PIPE INSTALLATION, CLEANING, FLUSHING, AND TESTING, AS PER CITY OF OPA-LOCKA AND STATE OF FLORIDA STANDARDS FOR THE INSTALLATION OF PRESSURE SEWER BY CUSTOMER DONATION PROJECTS.

14. THE CONTRACTOR IS RESPONSIBLE FOR THE COST OF INSPECTIONS FOR ANY CONSTRUCTION ACTIVITIES OCCURRING OUTSIDE NORMAL WORKING HOURS (8:00 a.m. TO 5:00 p.m.) SATURDAYS AND SUNDAYS AND HOLIDAYS EXCLUDED AND ARRANGEMENTS FOR INSPECTIONS OUTSIDE NORMAL WORKING HOURS MUST BE MADE A MINIMUM OF 48 HOURS IN ADVANCE OF THE CONSTRUCTION ACTIVITY.

15. ALL TRENCHES TO BE EXCAVATED AND BACKFILLED AS PER THE MD-WASD DETAIL GS-1.9.

16. SURFACE RESTORATION, PAVEMENT REPLACEMENT, SIDEWALK REPLACEMENT, TRENCH BACKFILLING AND COMPACTION SHALL COMPLY WITH THE APPLICABLE CURRENT MD-WASD, MD-PWD AND FDOT STANDARDS.

17. THE ENGINEER OF RECORD SHALL PROVIDE CITY OF OPA-LOCKA WITH A SIGNED AND SEALED PRESSURE TEST REPORT CERTIFYING PRESSURE TEST RESULTS.

18. FIELD LEAK TESTING OF POLYETHYLENE (PE) PRESSURE PIPING SYSTEMS USING HYDROSTATIC PRESSURE SHALL BE CONDUCTED BY THE CONTRACTOR FOLLOWING METHODS AND PROCEDURES NOTED ASTM DESIGNATION: F2164-13

19. A HORIZONTAL DISTANCE OF 10 FEET SHALL BE MAINTAINED BETWEEN WATER AND SEWER MAINS. WHEN A 10 FEET HORIZONTAL DISTANCE CRITERIA CANNOT BE MET DUE TO AN EXISTING UNDERGROUND FACILITY CONFLICT, THIS HORIZONTAL DISTANCE MAY BE REDUCED TO 6 FEET. IF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF A GRAVITY SANITARY SEWER, THIS HORIZONTAL DISTANCE MAY BE REDUCED TO 3 FEET.

20. IN HIGHLY CONGESTED AREAS, WHERE EITHER WATER OR SEWER FACILITIES ARE EXISTING AND THE SEPARATION REQUIREMENTS CANNOT BE MET, SPECIAL CONSIDERATION MAY BE GIVEN SUBJECT TO A COMPLETE EVALUATION OF EXISTING AND PROPOSED CONDITIONS.

21. THE CONTRACTOR SHALL VERIFY NATURE, DEPTH, CHARACTER OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.

22.TRENCH EXCAVATION PROTECTION SHALL BE ACCOMPLISHED AS REQUIRED BY THE PROVISIONS OF PART 1926, SUBPART P, EXCAVATIONS, TRENCHING AND SHORING OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATIONS STANDARDS AND INTERPRETATIONS.

23. ALL ABOVE GROUND PIPE & FITTING, VALVE BOXES, AIR RELEASE VALVE COVERS AND ANY OTHER MARKING DEVICE, SHALL BE COLOR CODED IN ACCORDANCE WITH THE UTILITY LOCATION & COORDINATION COUNCIL UNIFORM COLOR CODE AS SHOWN IN MIAMI-DADE COUNTY WATER & SEWER DEPARTMENT (MD-WASD).

NOTES FOR CONTAMINATED SITES

IF ANY AREA OF THE WORK SITE IS FOUND TO CONTAIN BURIED SOLID WASTE AND/OR GROUND OR GROUND WATER CONTAMINATION, THE FOLLOWING SHALL APPLY:

1. ALL WORK IN THE AREA SHALL FOLLOW ALL APPLICABLE SAFETY REQUIREMENTS (E.G., OSHA, ETC.) AND NOTIFICATION MUST BE PROVIDED TO THE APPROPRIATE AGENCIES.

2. IMMEDIATELY NOTIFY THE ENVIRONMENTAL MONITORING AND RESTORATION DIVISION (EMRD). THE EMRD CAN BE CONTACTE AT (305) 372-6700.

3. IF CONTAMINATED SOILS AND/OR BURIED SOLID WASTE MATERIAL IS EXCAVATED DURING CONSTRUCTION, THEN THEY REQUIRE PROPER HANDLING AND DISPOSAL IN ACCORDANCE WITH THE LOCAL, STATE AND FEDERAL REGULATIONS. BE ADVISED THAT THE LANDFILL OWNER/OPERATOR IS THE FINAL AUTHORITY ON DISPOSAL AND MAY HAVE REQUIREMENTS BEYOND THOSE PROVIDED BY HEREIN. IF DISPOSAL WITHIN A MIAMI-DADE COUNTY OWNED LANDFILL (CLASS I LANDFILL) IS APPROPRIATE AND SELECTED, PLEASE CONTACT THE MIAMI-DADE COUNTY DEPARTMENT OF PUBLIC WORKS AND WASTE MANAGEMENT AT (305) 594-1670 FOR INFORMATION.

4. THE REUSE OF CONTAMINATED SOILS IS PROHIBITED WITHOUT PRIOR APPROVAL FROM THE ENVIRONMENTAL MONITORING AND RESTORATION DIVISION. THE EMRD CAN BE CONTACTED AT (305) 372-6700.

5. A SUBSURFACE INVESTIGATION WAS CONDUCTED BY ENVIRONMENTAL REGULATORY COMPLIANCE, INC. (ERC) DATE MARCH 2022. THE REPORT STATED THAT THE PRESENCE OF SOLID WASTE MIXED WITH OTHER MATERIAL (CARBONATE AND SILICA SAND, LIMEROCK, AND ORGANIC MATERIAL) WILL NOT SUBSIDE BY THE INSTALLATION OF THE 2 INCH SEWER LINE.

DESIGN APPROACH

1. A SUBSURFACE INVESTIGATION WAS CONDUCTED BY ENVIRONMENTAL REGULATORY COMPLIANCE, INC. (ERC) DATE MARCH 2022. THE REPORT STATED THAT THE PRESENCE OF SOLID WASTE MIXED WITH OTHER MATERIAL (CARBONATE AND SILICA SAND, LIMEROCK, AND ORGANIC MATERIAL) WILL NOT SUBSIDE BY THE INSTALLATION OF THE 2 INCH SEWER LINE.

2. DUE THE UNDERLYING SOIL CONDITION OF THE SITE, HDPE PIPE WAS USED TO ADDRESS ANY CONTAMINATION ISSUES. ACCORDING TO THE PIPE MANUFACTURER, POLYETHYLENE IS NON-CONDUCTIVE AND IMMUNE TO GALVANIC AND ELECTROCHEMICAL EFFECTS. THUS POLYETHYLENE WILL NOT CORRODE IN THE MANNER OF METAL AND CONCRETE PIPING. PERFORMANCE POLYETHYLENE PIPES HAVE OUTSTANDING RESISTANCE TO A WIDE RANGE OF CHEMICALS AND ENVIRONMENTAL CONDITIONS, MAKING THEM IDEAL CANDIDATES FOR USE WITH CORROSIVE FLUIDS AND CHEMICALS, AND UNDER HARSH ENVIRONMENTAL CONDITIONS.

3. ALL THE JOINT IN THE HDPE PIPES WILL BE FUSED JOINT, THERFORE NO POSSIBILITY OF JOINT LEAKING.

RUBEL SIDDIQUE, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 67239

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SSN ENGINEERING

PROJECT NO.
202201002

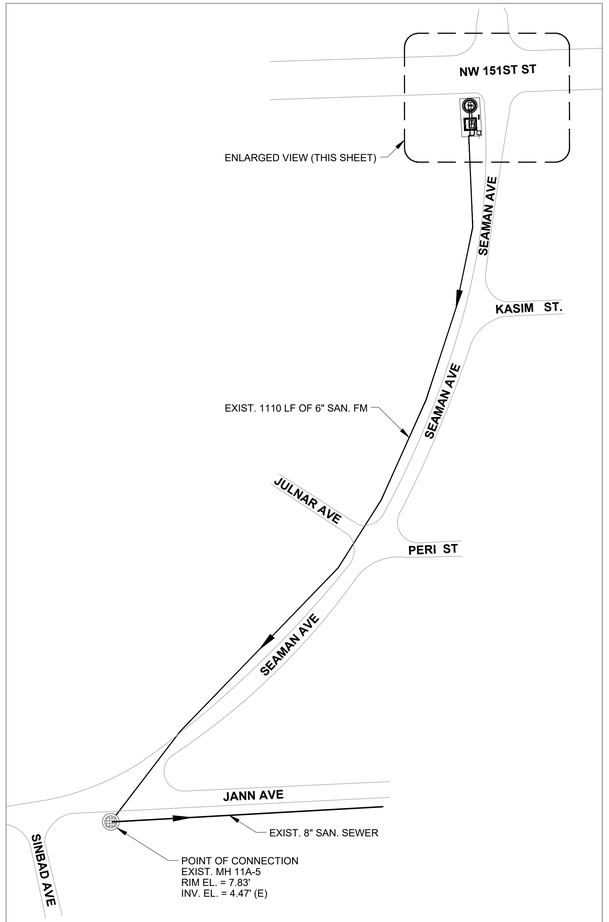
CITY OF OPA-LOCKA
LIFT STATION 9 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

GENERAL NOTES

RUBEL SIDDIQUE, P.E.
FL LICENSE NO. 67239

RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWN BY: RS
CHECKED BY: RS
DATE: 09-05-2022
SHEET NO.
C-201

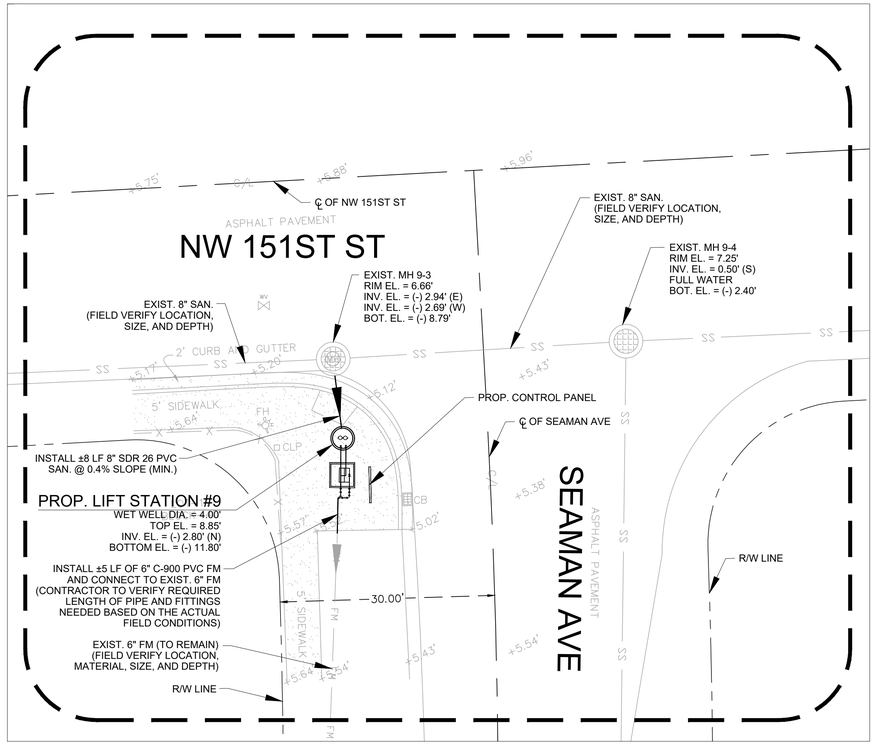


OVERALL VIEW OF POINT OF CONNECTION

N.T.S.

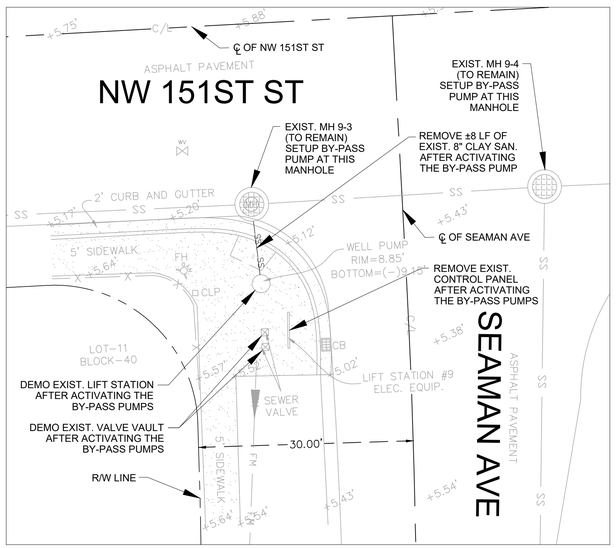
GENERAL NOTES:

1. CONTRACTOR SHALL MAINTAIN FUNCTION OF SEWAGE PUMPING DURING CONSTRUCTION BY UTILIZING BY-PASS PUMPING SYSTEM, FITTINGS AND VALVES AS REQUIRED. CONTRACTOR SHALL SUBMIT A PLAN OUTLINING SEWAGE "BY-PASS" PROCEDURE TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCING WORK.
2. THE EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE CITY OF OPA-LOCKA WATER AND SEWER ATLAS, SURVEY AND SITE VISIT. CONTRACTOR MUST VERIFY SIZE, LOCATION, AND INVERTS OF ALL UTILITIES PRIOR TO COMMENCING WORK.
3. CONTRACTOR SHALL PERFORM ALL WORK WITHIN LEGAL PROPERTY AND EASEMENT, AND SHALL NOT DISTURB ADJACENT PROPERTY.
4. CONTRACTOR SHALL VERIFY EXISTING PIPING TO REMAIN BEFORE ORDERING PROPOSED PIPING/FITTINGS CONNECTING TO IT.
5. CARE SHOULD BE TAKEN TO AVOID DISTURBING ELECTRICAL SERVICE IN THE AREA UNDER CONSTRUCTION.
6. CONTRACTOR SHALL INCLUDE NECESSARY CUTTING, PATCHING, AND RESTORATION OF ALL EXISTING SURFACES TO MATCH SURROUNDING AREAS.
7. CONTRACTOR TO COAT ALL UNDERGROUND FITTINGS THOSE ARE IN DIRECT CONTACT WITH SOIL WITH TWO COATS OF BITUMASTIC OR APPROVED EQUAL.
8. ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929).



ENLARGED VIEW

1" = 10'



SITE DEMOLITION PLAN

1" = 10'

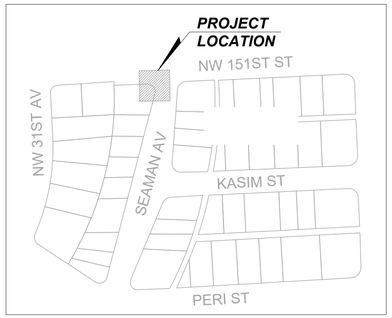
LEGEND

- R/W LINE OR PROPERTY LINE
- BUILDING OUTLINE
- SD — EXISTING STORM PIPE
- WM — EXISTING WATER PIPE
- SS — EXISTING SAN. SEWER PIPE
- EXISTING SAN. SEWER MANHOLE
- 7.31 — EXISTING GRADE ELEVATION
- PROPOSED FORCE MAIN
- EXISTING FIRE HYDRANT

NOTE :
ALL ELEVATIONS REFER TO N.G.V.D. 1929.

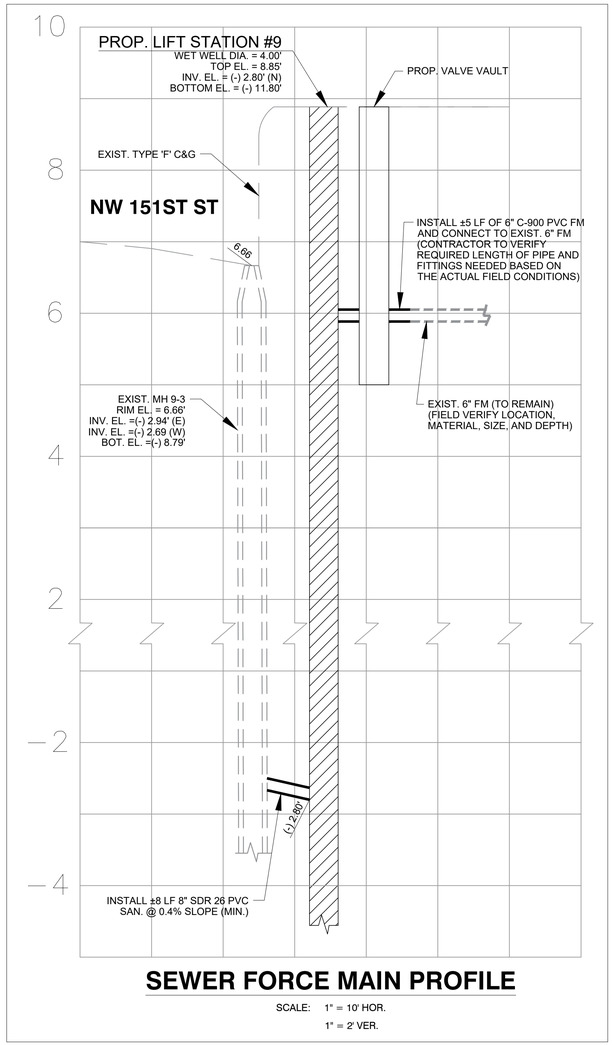
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LOCATION MAP

N.T.S.



SEWER FORCE MAIN PROFILE

SCALE: 1" = 10' HOR.
1" = 2' VER.

NO.	REVISIONS	DATE	BY

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SSN ENGINEERING

PROJECT NO. 202201002

CITY OF OPA-LOCKA
LIFT STATION 9 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

SANITARY SEWER PLAN AND PROFILE

RUBEL SIDDIQUE, P.E.
FL LICENSE NO. 67239

RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWN BY:	RS
CHECKED BY:	RS
DATE:	09-05-2022
SHEET NO.	C-300

1. ALL MATERIALS AND LABOR UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT. SUBMIT SHOP DRAWINGS FOR ALL MATERIALS.
2. COVER OVER WATER OR SEWER FORCE MAINS SHALL BE 4'-0" MIN.
3. ALL MAIN LINE VALVES SHALL BE INSTALLED COMPLETE WITH 10" RISER PIPES AND NO. 3 OR 53 VALVE BOXES. FIRE HYDRANTS AND SERVICE VALVES SHALL BE INSTALLED COMPLETE WITH 6" RISER PIPES AND NO. 2 VALVE BOXES.
4. ALL FORCE MAIN SERVICE CONNECTIONS INTO PRESSURE TRANSMISSION MAINS SHALL HAVE A SHUT OFF VALVE AND CHECK VALVE AT THE POINT OF ENTRY.
5. ALL GRAVITY SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DEPARTMENT STANDARDS.
6. ALL WATER METERS WILL BE INSTALLED BY THE MIAMI-DADE WATER AND SEWER DEPARTMENT PROVIDING THE APPROPRIATE CHARGES HAVE BEEN PREPAID.
7. FIRE HYDRANT REQUIREMENTS (NUMBER AND LOCATION) SHALL BE AS REQUIRED BY THE MIAMI-DADE COUNTY FIRE DEPARTMENT OR THE APPROPRIATE FIRE AGENCY WITH INSTALLATION IN ACCORDANCE WITH DEPARTMENT STANDARDS.
8. CONTRACTOR MUST CALL M-DWASD INSPECTION DIVISION TO ARRANGE FOR A PRECONSTRUCTION MEETING 2 FULL BUSINESS DAYS PRIOR TO PROPOSED START OF CONSTRUCTION. CONTACT ONE CALL CENTER 48 HRS PRIOR TO EXCAVATION.
9. CONTRACT INSPECTOR WILL INSPECT ANY FACILITIES APPROVED BY THE DEPARTMENT. ALL OTHER REQUIREMENTS OF THE PERMITTING AGENCY SHALL BE IN ACCORDANCE WITH THEIR STANDARDS AND REQUIREMENTS.
10. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE SYSTEM BY THE DEPARTMENT AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY THE DEPARTMENT.
    a. EASEMENTS, IF REQUIRED.
    b. CONTRACTOR'S WAIVER AND RELEASE OF LIEN.
    c. ABSOLUTE BILL OF SALE.
    d. i. CONTRACTOR'S LETTER OF WARRANTY (I.E., LETTER AGREEMENT).
       ii. DEVELOPER'S CONTRACT BOND (I.E., CONTRACT AGREEMENT).
    e. "AS-BUILT" PRINTS 24"x36" SHOWING SPECIFIC LOCATIONS, DEPTH, ETC. OF ALL WATER AND SEWER FACILITIES AS LOCATED BY A LICENSED FLORIDA SURVEYOR, ALONG WITH PRINTS OF "AS-BUILT" WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR. (No. OF PRINTS: 3-FOR WATER, 4-FOR GRAVITY SEWER AND 5-FOR FORCE MAIN OR PUMP STATION PROJECTS). THE DEPARTMENT RESERVES THE RIGHT TO REQUIRE SUBMITTAL ON ELECTRONIC MEDIA IN ACCORDANCE WITH SEC. 01775 "MAGNETIC MEDIA SUBMITTAL".
    f. H.R.S. LETTER OF RELEASE REQUIRED FOR ALL WATER PROJECTS.
    g. BILL OF SALE SKETCH (8½"x11") FOR WATER AND SEWER, SEPARATELY.
11. ALL NEW CONNECTIONS FROM EXISTING DEPARTMENT MAINS TO BE MADE BY DEPARTMENT FORCES ONLY. THE CONTRACTOR TO EXCAVATE AT REQUIRED LOCATIONS, PROVIDE AND INSTALL MATERIAL WITH FITTINGS, PRIOR TO TAP.
12. AN APPROVED PAVING AND DRAINAGE PLAN MUST BE SUBMITTED TO MDWASD FOR ALL NEW SUBDIVISIONS PRIOR TO APPROVAL OF WATER AND SEWER PERMIT PLANS, UPON REQUEST.
13. UNLESS OTHERWISE SPECIFIED, ALL TAPS 20 INCHES AND SMALLER FOR CONNECTIONS TO EXISTING MAINS WILL BE DONE BY DEPARTMENT FORCES. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE PERMITTED TO TAP EXISTING MAINS IN THE SIZE RANGE SPECIFIED ABOVE. THE TAPPING SLEEVE AND TAPPING VALVE ARE FURNISHED AND INSTALLED BY THE CONTRACTOR UNDER THE SUPERVISION OF THE INSPECTOR.

ITEM	CROSS REF.	SPEC. REF.

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
03/01/2010	V.F.C.

STANDARD DETAIL
STANDARD REQUIREMENTS WATER AND SEWER CONSTRUCTION

GS 0.5 SHEET 1 OF 2

1. AT THE COMPLETION OF ANY WATER AND SEWER JOB, EITHER DONATION OR CONTRACT, THE CONTRACTOR SHALL SUBMIT:
    a. AS-BUILT PRINTS WHICH HAVE BEEN SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. (QTY. OF PRINTS, AS REQUIRED BY THE DEPARTMENT.)
2. "AS-BUILT" FORMAT:
    a. 24"x36" PRINTS
    b. LOCATION MAP SCALE SHOULD BE 1"=300' AND SECTION-TOWNSHIP-RANGE SHOULD BE SHOWN.
    c. THE WORD "AS-BUILT" IN LARGE LETTERS.
    d. TITLE BLOCK WITH DEPARTMENT DS, DW OR ER NUMBER AND PERTINENT INFORMATION.
    e. PREFERRED SCALE TO BE 1"= 40' HORIZONTALLY AND 1"= 4' VERTICALLY*.
    f. STREET NOMENCLATURE.
    g. SEPARATE AS-BUILTS FOR WATER AND SEWER.
    h. SEPARATE WATER AND SEWER PROFILE.
    i. STATIONING STARTING WITH 0+00 AT PERMANENT REFERENCE POINT (I.E., Ø, Ø, ETC.) OR AS SHOWN ON DESIGN PERMIT PLANS, AND TO RUN CONTINUOUSLY TO END OF MAIN.
    j. EASEMENTS, IF ANY, TIED TO PERMANENT REFERENCE POINT.
    k. IDENTITY ALL CONTROL LINES (I.E. BLDG. LINE, PROPERTY LINE, R/W, ETC).
    l. ALL "PROPOSED" INFORMATION TO BE REMOVED FROM PRINTS, LEAVING ONLY "AS-BUILT" INFORMATION REFLECTED IN DRAWINGS.
3. WATER "AS-BUILTS" MUST INCLUDE:
    a. PLANS SHOWING PIPE SIZE, MATERIAL AND OFFSET OF MAIN, DEFLECTIONS (IF ANY), STATION OF SERVICES, HYDRANTS AND FITTINGS AT THE MAINLINE (IF PERPENDICULAR TO IT), AND AT MAIN AND END OF SERVICES IF ANY, OTHER ANGLE, AND DEFLECTION OF PIPE, IF ANY.
    b. PROFILE SHOWING TOP OF GROUND AND TOP OF PIPE ELEVATIONS AT EVERY 100' STATION AND AT ANY CHANGE IN GRADE (WITH CORRESPONDING STATION), PIPE SIZE AND PIPE MATERIALS REFERENCED TO PLAN.
4. SEWER "AS-BUILTS" MUST INCLUDE:
    a. PLAN SHOWING MANHOLE NUMBER, PIPE SIZE AND PIPE MATERIAL OF PIPE, DEFLECTION, IF ANY (FORCE MAIN ONLY), AND LOCATION OF LATERALS WITH REFERENCE TO MANHOLE.
    b. PROFILE SHOWING MANHOLE (AS PER PLAN), RIM AND INVERT ELEVATIONS (IF MORE THAN ONE INVERT, LABEL NORTH, SOUTH , ETC), AND STATION STARTING AT EACH 0+00 AT DOWNSTREAM MANHOLE.
5. FORCE MAIN "AS-BUILT" SAME AS WATER MAIN ABOVE.
6. EACH AS-BUILT SHALL SHOW THE FLORIDA STATE PLANE COORDINATES (CURRENT READJUSTMENT) OF ALL THE MANHOLES AND VALVES AND OF AT LEAST TWO HORIZONTAL CONTROL POINTS PROPERLY IDENTIFIED AND LOCATED WITHIN THE PROJECT.

* OTHER SCALE MAY BE PERMITTED, BUT MUST BE APPROVED BY THE DEPT OF DRAWINGS.

ITEM	CROSS REF.	SPEC. REF.

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
03/11/2009	V.F.C.

STANDARD DETAIL
"AS-BUILT" REQUIREMENTS

GS 0.5 SHEET 2 OF 2

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)
STORM SEWER; SANITARY SEWER FORCE MAIN; RECLAIMED WATER (2)	Water Main — 3 ft. minimum	Water Main — 12 inches is the minimum, 24 inches preferred when 6 inches is the minimum and 12 inches is preferred	Maintain 3 ft. minimum — Water Main
VACUUM SANITARY SEWER	Water Main — 10 ft. preferred 3 ft. minimum	Water Main — 12 inches preferred 6 inches minimum	Maintain 3 ft. minimum — Water Main
GRAVITY OR PRESSURE; SANITARY SEWER FORCE MAIN; RECLAIMED WATER (4)	Water Main — 10 ft. preferred 6 ft. minimum (3)	Water Main — 24 inches is the minimum, 42 inches is the preferred, 5 inches is the minimum and 12 inches is preferred	Maintain 6 ft. minimum — Water Main
ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM	10 ft. minimum	-	-

NOTES
1. MAIN SHOULD BE ABOVE OTHER PIPE WHEN WATER MAIN MUST BE BELOW OTHER PIPE. THE MINIMUM SEPARATION IS 12 INCHES.
2. RECLAIMED WATER REGULATED UNDER PART III, OF CHAPTER 62-610, F.A.C.
3. 6 FEET MINIMUM SEPARATION REQUIRED FOR SEWAGE FLOW GREATER THAN 1 MGD.
4. RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

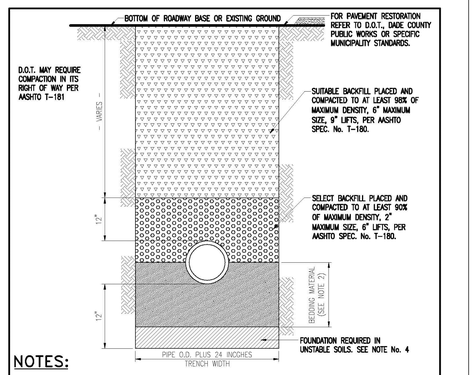
ITEM	CROSS REF.	SPEC. REF.

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
10/06/2008	V.F.C.

STANDARD DETAIL
WATER AND SEWER MAINS CROSSING

GS 1.5 SHEET 1 OF 1



NOTES:

1 FOR EXCAVATION AND BACKFILL AROUND MANHOLES, APPURTENANCES, OR IN WATER, REFER TO PROVISIONS WITHIN THE SPECIFICATIONS.

2 UNLESS OTHERWISE SPECIFIED, BEDDING MATERIAL SHALL CONSIST OF SELECT BACKFILL MATERIAL 2" MAX. SIZE, OR WASHED AND GRADED LIMEROCK (3/8"-1½"), COMPACTED TO AT LEAST 90% OF MAX. DENSITY, 6" LIFTS, PER AASHTO SPEC. No. T-180.

3 WHERE REQUIRED, SHEETING AND SHORING SHALL BE IN ACCORDANCE WITH SPECIFICATIONS.

4 WHERE UNSTABLE SOILS ARE ENCOUNTERED, INCLUDING PEAT, MUCK OR OTHER ORGANIC SOILS, ELASTIC SILT AND CLAYS BELOW THE WATER TABLE, A FOUNDATION IS REQUIRED. COMPACTED TO AT LEAST 90% OF MAX. DENSITY, 6" LIFTS, PER AASHTO SPEC. NO. T-180. FOUNDATION MATERIAL SHALL BE SELECT BACKFILL MATERIAL, 2" MAXIMUM SIZE 6" LIFTS EXTEND EXCAVATION AT LEAST 2' DEEPER FOR FOUNDATION UNLESS SUITABLE MATERIAL IS FOUND AT A LESSER DEPTH, GREATER DEPTHS MAY BE REQUIRED FOR EXTREMELY POOR CONDITIONS.

5 POLYETHYLENE ENCASEMENT OF CAST IRON VALVES, PIPE AND FITTINGS, IF REQUIRED BY THE DEPARTMENT, SHALL BE PER ANSI/AWWA C105/A21.5, METHOD A, 8 OR C FOR TYPE I CLASS C TUBE, MIN. 8 MILS THK

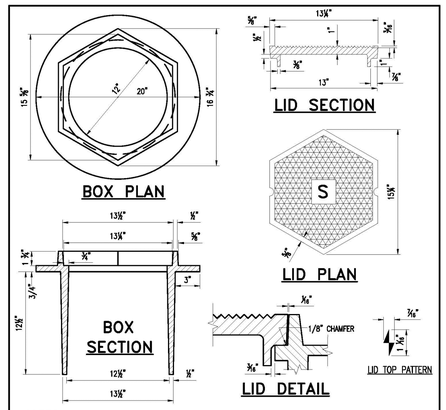
ITEM	CROSS REF.	SPEC. REF.

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
11/01/2006	V.E.F.

STANDARD DETAIL
TYPICAL TRENCH BACKFILL FOR D.I. WATER AND FORCE MAINS

GS 1.9 SHEET 1 OF 1



NOTES:

1. MACHINE FINISH BOTTOM OF COVER AND SEAT OF FRAME.
2. ALL DIMENSIONS ARE NET CASTING, NOT PATTERN.
3. FOUNDRY AND LOCATION SHALL BE CAST ON BOTTOM OF THE LID. (SEE WS 2.05)
4. MINIMUM WEIGHTS: RING: 134LBS COVER: 44LBS

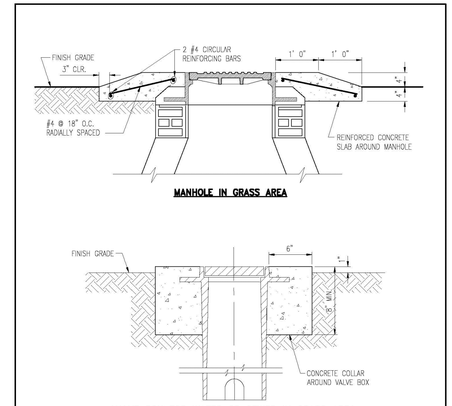
XXXXX ITEM	CROSS REF.	SPEC. REF.

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
06/25/2015	J.B.F.

STANDARD DETAIL
No. 53 C.I. VALVE BOX AND LID

SS 13.0 SHEET 1 OF 1



NOTES:
1. A "GRASS AREA" IS ANY AREA OTHER THAN PAVED SURFACE OR A SIDEWALK AREA.
2. IN "GRASS AREAS" THE TOP OF THE CONCRETE COLLAR OR SLAB SHALL BE FINISHED WITH THE TOP OF THE VALVE BOX OR MANHOLE.
3. AREAS SUPPORTING CONCRETE COLLAR OR SLAB SHALL BE PROPERLY COMPACTED.
4. CLEARANCE OF 3D INCHES FREE FROM OBSTRUCTIONS IN ALL DIRECTIONS.

STANDARD MANHOLE VALVE BOX AND LID ITEM	CROSS REF.	SPEC. REF.
		SS 8.0 / WS 3.10

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
06/01/2008	V.F.C.

STANDARD DETAIL
MANHOLE / VALVE BOX IN GRASS AREAS

SS 21.0 SHEET 1 OF 1

RUBEL SIDDIQUE, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 67239

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SSN ENGINEERING

PROJECT NO. 202201002

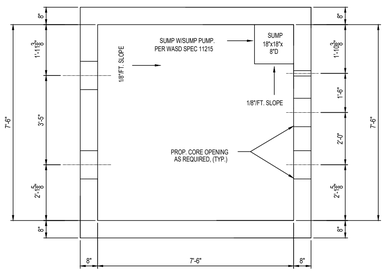
CITY OF OPA-LOCKA
LIFT STATION 9 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

SANITARY SEWER DETAILS

RUBEL SIDDIQUE, P.E.
FL LICENSE NO. 67239

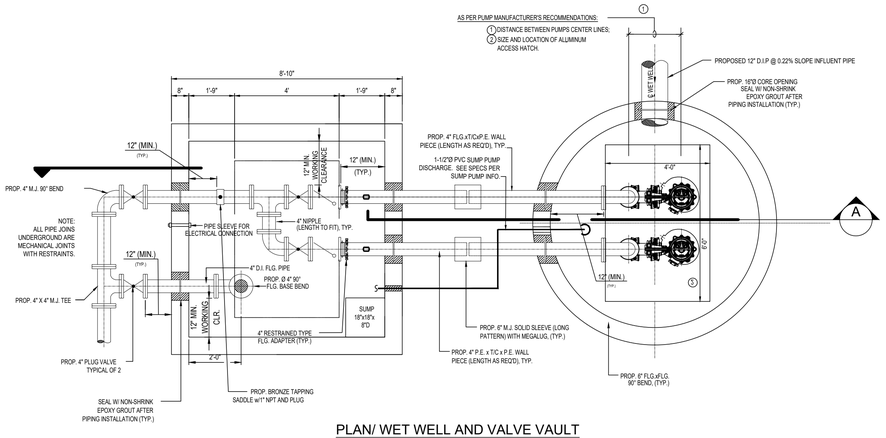
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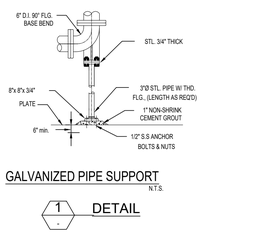
PLAN/ VALVE VAULT PIPE ACCESS DETAIL

SCALE: 1/2"=1'-0"



PLAN/ WET WELL AND VALVE VAULT

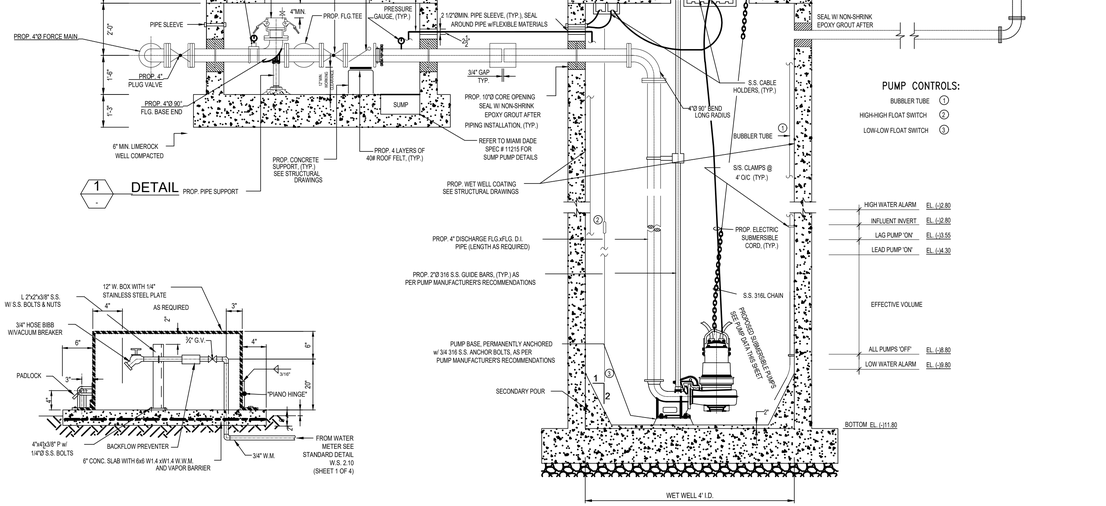
SCALE: 1/2"=1'-0"



GALVANIZED PIPE SUPPORT

N.T.S.

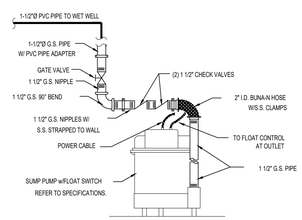
1 DETAIL



A SECTION

SCALE: 1/2"=1'-0"

1 DETAIL PROP. PIPE SUPPORT



SUMP PUMP AND PIPING DETAIL

N.T.S.

BACKFLOW PREVENTER WITH HOSE BIBB

N.T.S.

PUMP DATA:

FLUID			RAW SEWAGE
INSTALLATION LOCATION			LIFT STATION No. 9
PUMP TYPE			SUBMERSIBLE PUMP
RATED POINT	CAPACITY, GPM		172
	TDH, FEET		16.7
SHUT OFF HEAD, FT			
CONTINUOUS OPERATING RANGE	MAXIMUM TDH, FT		20
	CAPACITY, GPM		60
	MINIMUM TDH, FT		8
	CAPACITY, GPM		440
	NPSHR, FT		2.2
	PUMP EFFICIENCY	AT B.E.P., %	83.5
		MIN. @ RUNOUT, %	67.9
PUMP CONSTRUCTION	CASING		CAST IRON ASTM A 48 CLASS 35B
	IMPELLER		CAST IRON ASTM A 48 CLASS 35B
	SHAFT		AISI TYPE 431 STAINLESS STEEL
	BEARINGS L-10 LIFE, HRS.		100,000
	MAX. SHAFT DEFLECTION IN OPERATING RANGE, MILS		–
	MAX. VEL. OF VIBRATIONS IN OP. RANGE, INCH/SEC		–
	SUCTION, INCHES		3"
	DISCHARGE, INCHES		3"
ELECTRIC MOTOR	RATED HP		2.68 HP
	RPM		1150
	VOLTS/PHASE/Hz/S.F.		230/ /60/
	AMBIENT TEMP. FOR MOTOR RATING, °C		39
	MAXIMUM TEMP. RISE, °C		40
	BEARINGS L-10 LIFE, HRS.		100,000
	MAX. VIBRATION AMP., MILS		-
	NOISE LEVEL, dB@1 METER		-
	NEMA DESIGN CODE LETTER		B
	START. CURR. LETTER CODE		G
	INSULATION CLASS		F
	MOTOR RATED HP NOT OVERLOADED AT ANY POINT IN THE PUMPS PERFORMANCE CURVE		
MANUFACTURERS & MODELS *	PUMP		XFP 80C CB1 60HZ oil cooled
	MOTOR		

* CONTRACTOR MAY CHOOSE APPROVED EQUAL PUMPS AND SUBMIT SHOP DRAWINGS TO THE EOR FOR APPROVAL PRIOR TO INSTALLATION

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PROJECT NO.

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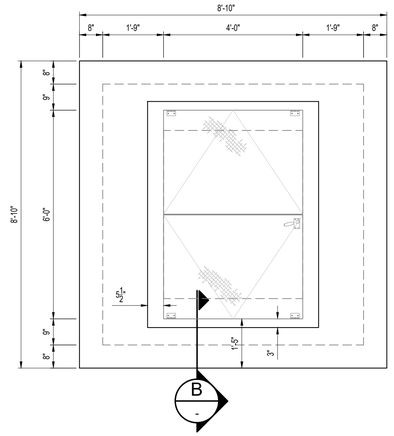
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LIFT STATION 9 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

MECH-PLAN-PUMP-DATA

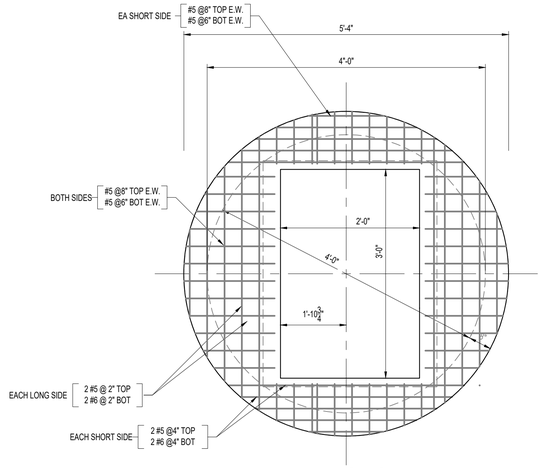
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FL LICENSE NO. 67239

RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

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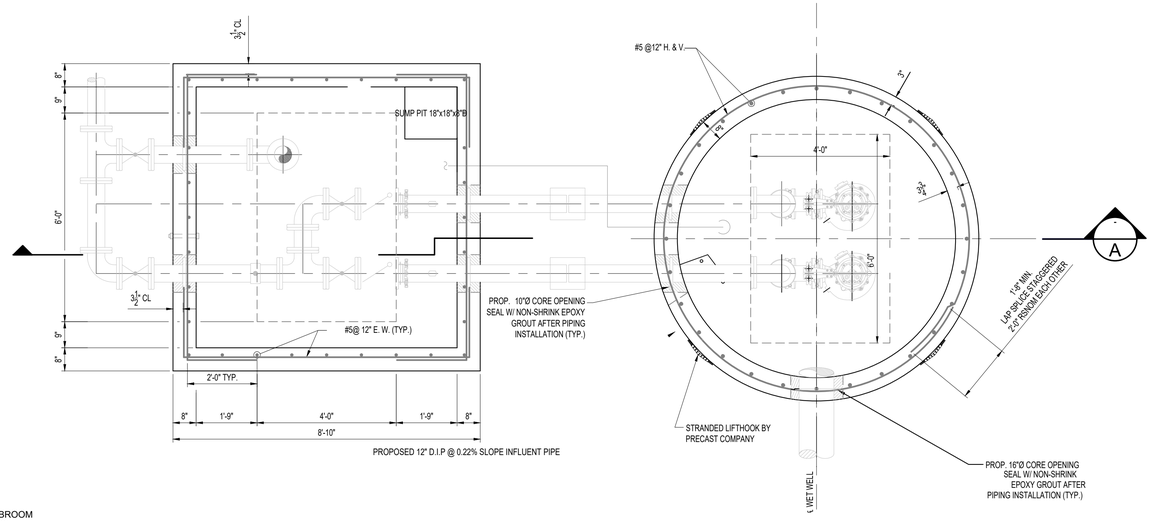


PLAN/VALVE PIT ACCESS

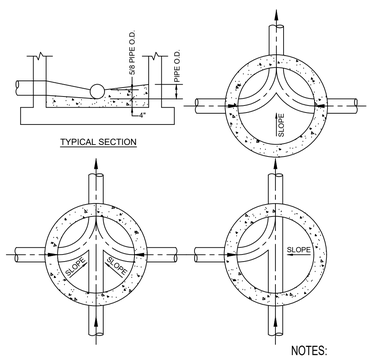


WET WELL TOP SLAB DETAIL

SCALE: 1/2"=1'-0"



SCALE: 1/2"=1'-0"



NOTES:

INVERT CHANNELS TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.

SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS PROVIDING FOR SMOOTH FLOWS.

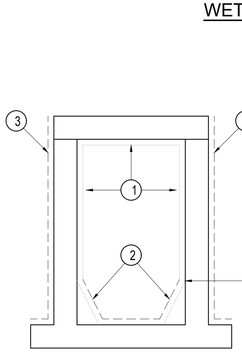
CHANNELS TO BE FORMED IN ALL MANHOLES TO ACCEPT T.V. CAMERA.

WHEN DIRECTIONAL CHANNELS EXCEEDING 45° OCCUR, AN EXTRA FLOW LINE ELEVATION DROP OF 0.05' ACROSS MANHOLE SHALL BE PROVIDED.

MANHOLE FLOW CHANNELS

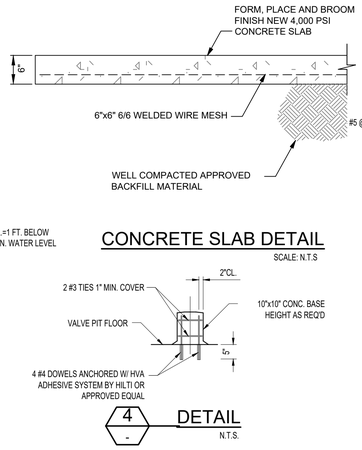
DETAIL

N.T.S.



1 DETAIL

N.T.S.



CONCRETE SLAB DETAIL

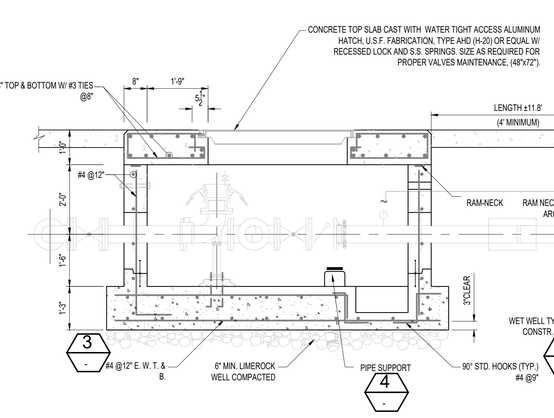
SCALE: N.T.S

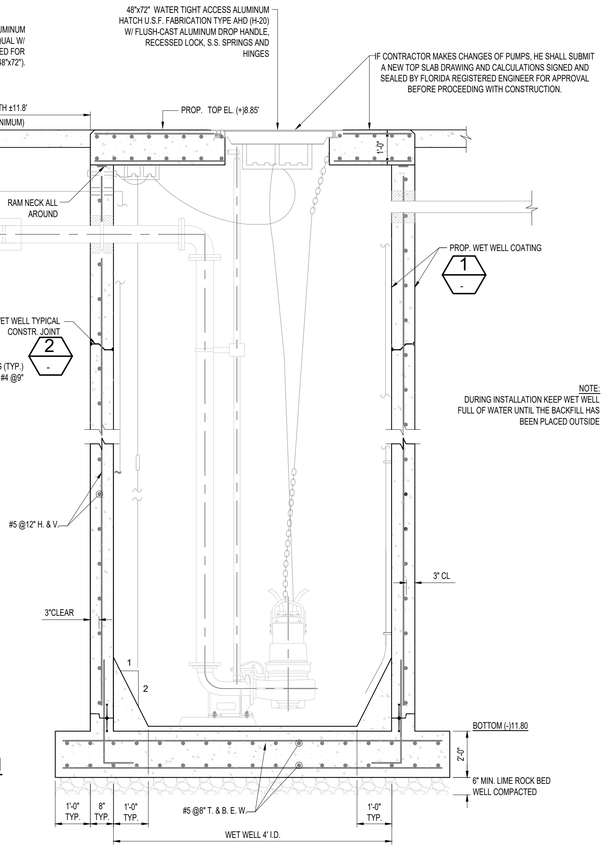
4 DETAIL

N.T.S.

1 SEWPERCOAT (CALCIUM ALUMINATE CEMENT) OR P.P.C. COATING SYSTEM WW-200-/a/ DAMP CONCRETE OR APPROVED EQUAL

2 AND 3 KOP-COAT BITUMASTIC 300-M (COAL-TAR EPOXY).





A SECTION

SCALE: 1/2"=1'-0"

CONSTRUCTION NOTES:

1. THE STANDARD DRAWINGS PRESENTED ARE BASED ON MINIMUM OF 4" DISCHARGE FORCE MAIN.
2. CONTRACTOR SHALL VERIFY EXISTING UNDERGROUND UTILITIES IN APPLICATIONS, ELEVATIONS, AND QUALITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL VERIFY EXISTING PIPING TO REMAIN BEFORE ORDERING NEW PIPE AND FITTINGS FOR CONNECTIONS. tHE CONTRACTOR SHALL INSPECT AND VERIFY ALL SITE CONDITIONS AND DIMENSIONS, AND COORDINATE WITH OTHER TRADES PRIOR TO CONSTRUCTION. WORK SHALL BE SCHEDULED ACCORDING TO SPECIFIED CONSTRUCTION SEQUENCE.
3. ATTENTION TO AVOID DISTURBING EXISTING ELECTRICAL SERVICE IN THE AREA UNDER CONSTRUCTION (FOR EXISTING FACILITIES ONLY).
4. ALL ELEVATIONS FOR UNDERGROUND UTILITIES SHOWN ARE T.O.P. ELEVATIONS UNLESS OTHERWISE SPECIFIED.
5. ALL PIPING, UNLESS SPECIFIED, TO USE DUCTILE IRON WITH LINING OF SEWER APPLICATION. FITTINGS AND CONNECTIONS UNDERGROUND TO USE MECHANICAL JOINT WITH RESTRAINTS; FITTINGS ABOVE GROUND OR IN VAULT TO USE FLANGE JOINT, OR MECHANICAL JOINT WITH RESTRAINTS
6. APPLY ALL UNDERGROUND FITTING WITH BOLT CONNECTIONS IN DIRECT CONTACT WITH SOIL WITH TWO COATS OF BITUMASTIC OR APPROVED EQUAL.
7. PROVIDE DIELECTRIC FITTINGS BETWEEN TWO DIFFERENT PIPING MATERIALS.
8. PIPE SUPPORTS SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION.
9. PROPOSED WET WELL SHALL BE CYLINDRICAL TYPE MADE OF REINFORCED CONCRETE WITH DEPTH NO GREATER THAN 24 FEET.
10. ALL PUMP CONTROLS SHALL BE SET AS PER DESIGN REQUIREMENTS.
11. ALL PIPING FOR OUTSIDE DROP TO BE DUCTILE IRON WITH LINING OF SEWER APPLICATION. FITTINGS AND CONNECTIONS UNDERGROUND TO USE MECHANICAL JOINT WITH RESTRAINTS.
12. PUMP STARTUP SHALL BE PERFORMED WITH NO EFFLUENT DISCHARGING INTO THE WET-WELL. PUMPS OPERATING POINTS CALCULATED BY PUMP REPRESENTATIVE DURING THE DRAWDOWN TEST SHALL BE NO GREATER THAN 10% OFF THE PUMP CURVE. PROPOSED PUMPS SHALL HANDLE BOTH MAX, MIN AND AVERAGE OPERATING POINTS GIVEN BY THE ENGINEER OF RECORD.
13. THREE PRESSURE GAUGES ARE TO BE INSTALLED INSIDE THE VALVE BOX, ONE GAUGE BEFORE EACH CHECK VALVE AND ONE PRESSURE GAUGE ON THE FORCEMAIN SIDE. PRESSURE DIAL READER SHALL NOT EXCEED 20 PSI.

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SSN ENGINEERING

PROJECT NO.

202201002

CITY OF OPA-LOCKA
LIFT STATION 9 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

STRUCTURAL PLANS AND DETAILS

RUBEL SIDDIQUE, P.E.
FL LICENSE NO. 67239

RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

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CITY OF OPA-LOCKA

LIFT STATION 12 REHABILITATION

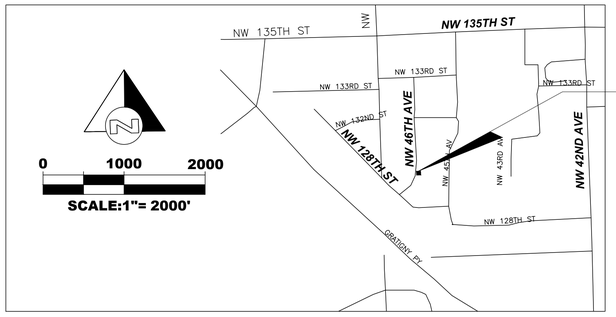
CITY COMMISSION

MAYOR: VERONICA WILLIAMS

VICE MAYOR: JOHN H TAYLOR

COMMISSIONER: DR. SHERELEAN BASS
CHRIS DAVIS
AUDREY DOMINGUEZ

INTERIM CITY MANAGER: DARVIN WILLIAM



LOCATION MAP

INDEX OF SHEETS

SHEET NO	SHEET DESCRIPTION
C-100	COVER SHEET
C-200 TO C-201	GENERAL NOTES
C-300	SANITARY SEWER PLAN AND PROFILE
C-301	SANITARY SEWER DETAILS
C-310	MECHANICAL PLAN AND PUMP DATA
C-311	STRUCTURAL PLAN AND DETAILS

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NOTE:

THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION

PREPARED BY: SSN ENGINEERING, LLC
ENGINEER OF RECORD: RUBEL SIDDIQUE, PE
FL PE NO.: 67239

RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

SHEET NO.
C-100

STANDARD REQUIREMENTS FOR WATER AND SEWER CONSTRUCTION (GS 0.5-SHEET 1 OF 2)

1. ALL MATERIALS AND CONOSTRUCTION UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI–DADE WATER AND SEWER DEPARTMENT AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT. SUBMIT SHOP DRAWINGS FOR ALL MATERIALS.

2. COVER OVER WATER OR SEWER FORCE MAINS SHALL BE 3'–0" MIN. UNDER RIGID PAVEMENT.

3. All MAIN LINE VALVES SHALL BE INSTALLED COMPLETE WITH 10" RISER PIPES AND NO. 3 OR 53 VALVE BOXES FIRE HYDRANTS AND SERVICE VALVES SHALL BE INSTALLED COMPLETE WITH 6" RISER PIPES AND NO. 2 VALVE BOXES.

4. All FORCE MAIN SERVICE CONNECTIONS INTO PRESSURE TRANSMISSION MAINS SHALL HAVE A SHUT OFF VALVE AT THE POINT OF ENTRY.

5. All GRAVITY SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DEPARTMENT STANDARDS.

6. FIRE HYDRANT REQUIREMENTS (NUMBER AND LOCATION) SHALL BE AS REQUIRED BY THE MIAMI–DADE COUNTY FIRE DEPARTMENT OR THE APPROPRIATE FIRE AGENCY WITH INSTALLATION IN ACCORDANCE WITH DEPARTMENT STANDARDS.

7. CONTRACTOR MUST CALL M–DWASD INSPECTION DIVISION TO ARRANGE FOR A PRE–CONSTRUCTION MEETING 2 FULL BUSINESS DAYS PRIOR TO PROPOSED START OF CONSTRUCTION. CONTACT ONE CALL CENTER 48 HRS PRIOR TO EXCAVATION.

8. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE SYSTEM BY THE DEPARTMENT AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY THE DEPARTMENT.
   a. EASEMENTS, IF REQUIRED.
   b. CONTRACTOR'S WAIVER AND RELEASE OF LIEN.
   c. ABSOLUTE BILL OF SALE.
   d. i. CONTRACTOR'S LETTER OF WARRANTY (I.E., LETTER AGREEMENT). ii. DEVELOPER'S CONTRACT BOND (I.E., CONTRACT AGREEMENT).
   e. "AS–BUILT" PRINTS 24"x36" SHOWING SPECIFIC LOCATIONS, DEPTH, ETC. OF All WATER AND SEWER FACILITIES AS LOCATED BY A LICENSED FLORIDA SURVEYOR, ALONG WITH PRINTS OF "AS–BUILT WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR. (No. OF PRINTS: 3–FOR WATER, 4–FOR GRAVITY SEWER AND 5–FOR FORCE MAIN OR PUMP STATION PROJECTS). THE DEPARTMENT RESERVES THE RIGHT TO REQUIRE SUBMITTAL ON ELECTRONIC MEDIA IN ACCORDANCE WITH SEC. 01775 "MAGNETIC MEDIA SUBMITTAL".
   f. H.R.S. LETTER OF RELEASE REQUIRED FOR All WATER PROJECTS.
   g. Bill OF SALE SKETCH (8 1/2"x11") FOR WATER AND SEWER, SEPARATELY.

11. All NEW CONNECTIONS FROM EXISTING DEPARTMENT MAINS TO BE MADE BY DEPARTMENT FORCES ONLY. THE CONTRACTOR TO EXCAVATE AT REQUIRED LOCATIONS, PROVIDE AND INSTALL MATERIAL WITH FITTINGS, PRIOR TO TAP.

12. AN APPROVED PAVING AND DRAINAGE PLAN MUST BE SUBMITTED TO MDWASD FOR All NEW SUBDIVISIONS PRIOR TO APPROVAL OF WATER AND SEWER PERMIT PLANS, UPON REQUEST.

13. UNLESS OTHERWISE SPECIFIED, All TAPS 20 INCHES AND SMALLER FOR CONNECTIONS TO EXISTING MAINS Will BE DONE BY DEPARTMENT FORCES. UNDER NO CIRCUMSTANCES Will THE CONTRACTOR BE PERMITTED TO TAP EXISTING MAINS IN THE SIZE RANGE SPECIFIED ABOVE. THE TAPPING SLEEVE AND TAPPING VALVE ARE FURNISHED AND INSTALLED BY THE CONTRACTOR UNDER THE SUPERVISION OF THE INSPECTOR.

"AS-BUILT" REQUIREMENTS FOR WATER AND SEWER CONSTRUCTION (GS 0.5- SHEET 2 OF 2)

1. AT THE COMPLETION OF ANY WATER AND SEWER JOB, EITHER DONATION OR CONTRACT, THE CONTRACTOR SHALL SUBMIT:

a. AS–BUILT PRINTS WHICH HAVE BEEN SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. (QTY. OF PRINTS, AS REQUIRED BY THE DEPARTMENT.)

2. "AS–BUILT" FORMAT:

a. 24"x36" PRINTS
b. LOCATION MAP SCALE SHOULD BE 1"=300' AND SECTION –TOWNSHIP–RANGE SHOULD BE SHOWN.
c. THE WORD "AS–BUILT" IN LARGE LETTERS.
d. TITLE BLOCK WITH DEPARTMENT DS, DW OR ER NUMBER AND PERTINENT INFORMATION.
e. PREFERRED SCALE TO BE I"= 40' HORIZONTALLY AND I"= 4' VERTICALLY*.
f. STREET NOMENCLATURE.
g. SEPARATE AS–BUILTS FOR WATER AND SEWER.
h. SEPARATE WATER AND SEWER PROFILE.
i. STATIONING STARTING WITH 0+00 AT PERMANENT REFERENCE POINT (I.E., CL,SL , ETC.) OR AS SHOWN ON DESIGN PERMIT PLANS, AND TO RUN CONTINUOUSLY TO END OF MAIN.
j. EASEMENTS, IF ANY, TIED TO PERMANENT REFERENCE POINT.
k. IDENTIFY ALL CONTROL LINES (I.E. BLDG. LINE, PROPERTY LINE, R/W, ETC).
l. ALL "PROPOSED" INFORMATION TO BE REMOVED FROM PRINTS, LEAVING ONLY "AS–BUILT" INFORMATION REFLECTED IN DRAWINGS.

3. WATER "AS–BUILTS" MUST INCLUDE:

a. PLANS SHOWING PIPE SIZE, MATERIAL AND OFFSET OF MAIN, DEFLECTIONS (IF ANY), STATION OF SERVICES, HYDRANTS AND FITTINGS AT THE MAINLINE (IF PERPENDICULAR TO IT), AND AT MAIN AND END OF SERVICES IF ANY, OTHER ANGLE, AND DEFLECTION OF PIPE, IF ANY.
b. PROFILE SHOWING TOP OF GROUND AND TOP OF PIPE ELEVATIONS AT EVERY 100' STATION AND AT ANY CHANGE IN GRADE (WITH CORRESPONDING STATION), PIPE SIZE AND PIPE MATERIALS REFERENCED TO PLAN.

4. SEWER "AS–BUILTS" MUST INCLUDE:

a. PLAN SHOWING MANHOLE NUMBER, PIPE SIZE AND PIPE MATERIAL OF PIPE, DEFLECTION, IF ANY (FORCE MAIN ONLY), AND LOCATION OF LATERALS WITH REFERENCE TO MANHOLE.
b. PROFILE SHOWING MANHOLE NUMBER (AS PER PLAN), RIM AND INVERT ELEVATIONS (IF MORE THAN ONE INVERT, LABEL NORTH, SOUTH , ETC), AND STATION STARTING AT EACH 0+00 AT DOWNSTREAM MANHOLE.

5. FORCE MAIN "AS–BUILT" SAME AS WATER MAIN ABOVE.
6. EACH AS–BUILT SHALL SHOW THE FLORIDA STATE PLANE COORDINATES (CURRENT READJUSTMENT) OF ALL THE MANHOLES AND VALVES AND OF AT LEAST TWO HORIZONTAL CONTROL POINTS PROPERLY IDENTIFIED AND LOCATED WITHIN THE PROJECT. OTHER SCALE MAY BE PERMITTED, BUT MUST BE APPROVED BY THE DEPA OF DRAWINGS.

RER-DERM WATER-SEWER GENERAL NOTES

1. A horizontal distance of at least 6 feet, and preferably 10 feet (outside to outside), shall be maintained between gravity or pressure sewer pipes and water pipes. The minimum horizontal separation can be reduced to 3 feet for vacuum-type sewers or for gravity sewers where the top of the sewer pipe is at least 6 inches below the bottom of the water pipe. When the above specified horizontal distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if one of the following is met:
   a) The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
   b) The sewer is encased in a watertight carrier pipe or concrete.
   c) The top of the sewer is at least 18 inches below the bottom of the water pipe.

2. A vertical distance of at least 12 inches (outside to outside) shall be maintained between any water and sewer mains with sewer pipes preferably crossing under water mains. The minimum vertical separation can be reduced to 6 inches for vacuum-type sewers or for gravity sewers where the sewer pipe is below the water main. The crossing shall be arranged so that all water main joints are at least 6 feet from all joints in gravity and pressure sewer pipes. This distance can be reduced to 3 feet for vacuum-type sewers. When the above specified vertical distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if one of the following is met:
   a) The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
   b) The sewer is encased in a watertight carrier pipe or concrete.

3. Air release valves shall be provided at high points of new force main sanitary sewers.

4. Gravity sanitary sewers constructed within a public wellfield protection area shall be C-900 PVC or Ductile Iron Pipe. The maximum allowable exfiltration rate of gravity sanitary sewers constructed in a public wellfield protection area shall be:
   a) Residential Land Uses. Fifty (50) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe.
   b) Non-Residential Land Uses. Twenty (20) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe.
   c) Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.

5. The maximum allowable exfiltration rate of gravity sanitary sewers constructed outside a public wellfield protection area shall be one hundred (100) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe. Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.

6. Forcemain sanitary sewers constructed within a public wellfield protection area shall be ductile iron, C-900 PVC, HDPE or reinforced concrete pressure sewer pipes.

7. The maximum allowable exfiltration/leakage rate of forcemain sanitary sewers shall be:
   a) Ductile Iron, C-900 PVC, HDPE and PVC Pipe. The allowable leakage rate specified in American Water Works Association Standard (AWWAS) C600-82 at a test pressure of 100 psi for a duration of not less than two (2) hours.
   b) Reinforced Concrete Pressure Pipe. Half (1/2) the allowable leakage rate specified in AWWA C600-82 at a test pressure of 100 psi for a duration of not less than two (2) hours.
   c) Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.

8. The contractor shall verify nature, depth, and character of existing underground utilities prior to start of construction.

9. In no case shall a contractor install utility pipes, conduits, cables, etc. in the same trench above an existing water or sewer pipe except where they cross.

10. If any area of the work site is found to contain buried solid waste and/or ground or ground water contamination, the following shall apply:
    a) All work in the area shall follow all applicable safety requirements (e.g., OSHA, etc.) and notification must be provided to the appropriate agencies.
    b) Immediately notify the Environmental Monitoring and Restoration Division (EMRD). The EMRD can be contacted at (305) 372-6700.
    c) If contaminated soils and/or buried solid waste material is excavated during construction, then they require proper handling and disposal in accordance with the local, state and federal regulations. Be advised that the landfill owner/operator is the final authority on disposal and may have requirements beyond those provided by herein. If disposal within a Miami-Dade County owned landfill (Class I landfill) is appropriate and selected, please contact the Miami-Dade County Department of Solid Waste Management at (305) 594-6666 for information.
    d) The reuse of contaminated soils that are not returned to the original excavation requires prior approval of a Soil Management Plan from the Environmental Monitoring and Restoration Division. The EMRD can be contacted at (305) 372-6700.

11. Pumps must comply with the National Electrical Code (NEC) requirements for Class I, Group D, Division 1 locations (Explosion Proof).

12. The contractor is advised that a Tree Removal/Relocation Permit may be required prior to the removal and/or relocation of tree resources. Prior to removing or relocating any trees, the Contractor shall notify the Tree and Forest Resources Section of DERM at (305) 372-6574 or via e-mail at: tfrs@miamidade.gov , or contact the municipality with tree ordinance jurisdiction to obtain any required permits. Those trees not interfering with the construction shall be protected in place in accordance with the provisions of Section 24-49.5 of the Miami-Dade Code.

13. Please note that the demolition, removal, and/or disturbance of existing underground utilities that contain asbestos- cement pipes (ACP) are subject to the provisions of 40 CFR-61 Subpart M. Therefore, pursuant to the provisions of 40 CFR-61-145, a NOTICE OF DEMOLITION OR ASBESTOS RENOVATION form must be filed with the Air Quality Management Division (AQMD) of DERM, at least ten (10) working days prior to starting of any work. Note that the backfilling and burial of crushed ACP would cause these locations to be considered active disposal sites and subject to 40 CFR-61.154, and 40 CFR-61.151 a year after project completion.
    Existing standard operating procedures, as well as applicable federal, state and local regulatory criteria, must be followed and implemented to minimize any potential release of fugitive emissions, especially during project construction activities. The AQMD can be contacted via email at asbestos@miamidade.gov or 305-372-6925.

Rev. 4/30/2018

g:\pollution regulation\delegated env permitting\ww-conv_extensions\sewer extensions\forms and packages\ww application packages\ww permit package\package march-2017\rer-derm-notes official last one-revised(2018-0429).doc

FOR ALL PROJECT WHERE REMOVAL OF UTILITY LINES IS PROPOSED

1– ALL EXISTING UTILITIES BEING REMOVED AND/OR RELOCATED MUST REMAIN IN EFFECT AND IN SERVICE, UNTIL SUCH TIME WHEN PROPOSED REPLACING UTILITIES HAVE BEEN INSTALLED AND IN SERVICE AND ALL RELATED SERVICES TO THE FIRST LINES HAVE BEEN TRANSFERRED TO THE LATTER ONES, BY M–DWASD FORCES AT OWNERS EXPENSES.

2– ALL ABANDONED OR REPLACED UTILITY LINES LOCATED IN PRIVATE PROPERTY SHALL BE REMOVED AND CAPPED AT MAIN, WHEN APPLICABLE, AFTER ALL INSTALLED SERVICES TO OR FROM THEM HAVE BEEN TRANSFERRED TO THE ALREADY INSTALLED AND IN SERVICE PROPOSED UTILITY LINES, ANY RELATED EASEMENT SHALL BE RELEASED AND VACATED AFTER REMOVAL OF LINES AND RESTORATIONS OF SITE, IF APPLICABLE, HAVE BEEN COMPLETED.

RUBEL SIDDIQUE, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 67239

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RUBEL SIDDIQUE, PE. ON THE DATE INDICATED HERE USING A SHA AUTHENTICATION CODE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NO.	REVISIONS	DATE	BY

SSN ENGINEERING, LLC
13899 BISCAYNE BLVD., STE 310
NORTH MIAMI BEACH, FL 33181
PH (954) 944-3272
FBPE NO. CA00029695
WWW.SSNENGINEERING.COM

SSN ENGINEERING

PROJECT NO.
202201003

CITY OF OPA-LOCKA
LIFT STATION 12 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

GENERAL NOTES

RUBEL SIDDIQUE, P.E.
FL LICENSE NO. 67239

RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWN BY: RS
CHECKED BY: RS
DATE: 09-05-2022
SHEET NO.
C-200

1. ALL MATERIALS AND CONSTRUCTION UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF OPA-LOCKA AND/OR MIAMI-DADE COUNTY WATER & SEWER DEPARTMENT (MD-WASD) AND/OR MIAMI DADE COUNTY PUBLIC WORKS DEPARTMENT (MD-PWD) AND/ OR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT.

2. MINIMUM COVER OVER MAINS SHALL BE 3'-0". 2'-0" FOR SERVICE LINES, UNLESS SPECIFIC WRITTEN EXCEPTION IS ISSUED OR REQUIRED BY AN AUTHORIZED REPRESENTATIVE OF CITY OF OPA-LOCKA.

3. DETECTOR TAPE SHALL BE INSTALLED 18" ABOVE THE CENTERLINE OF MAINS AND SERVICES. TAPES SHALL BE GREEN CONTINUOUSLY MARKED "CAUTION WASTEWATER FORCE MAIN BURIED BELOW".

4. ALL VALVES SHALL BE INSTALLED COMPLETE WITH 10" RISER PIPES AND No. 53 C.I. VALVE BOXES AND LIDS.

5. LOW PRESSURE SEWER MAIN SHALL BE HDPE SDR-11. SERVICE LINES SHALL BE HDPE SDR-9.

6. ALL JOINTS FOR LOW PRESSURE HDPE MAIN SHALL BE BUTT-FUSION WELDED. ALL WELDING OF JOINTS SHALL BE IN STRICT CONFORMITY WITH THE RECOMMENDATIONS OF THE PIPE MANUFACTURER UNLESS OTHERWISE SPECIFIED IN WRITING.

7. CONTRACTOR MUST CALL THE CITY OF OPA-LOCKA INSPECTION DIVISION AND ALL OTHER APPLICABLE PERMITTING AGENCIES TO ARRANGE FOR A PRE-CONSTRUCTION MEETING AT LEAST 72 HOURS PRIOR TO PROPOSED START OF CONSTRUCTION.

8. CITY OF OPA-LOCKA PERSONNEL WILL INSPECT ALL FACILITIES APPROVED BY THE ENGINEERING DEPARTMENT. ALL OTHER REQUIREMENTS OF THE PERMITTING AGENCY SHALL BE IN ACCORDANCE WITH THEIR STANDARDS AND REQUIREMENTS.

9. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE SYSTEM BY THE DEPARTMENT AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY CITY OF OPA-LOCKA:

*EASEMENTS, IF REQUIRED (WHETHER BY DEED OR PLAT SUITABLY RECORDED)
* CONTRACTOR'S WAIVER AND RELEASE OF LIEN
* CONTRACTOR'S LETTER OF WARRANTY (I.E. LETTER AGREEMENT)
* AS-BUILT 24" x 36" SHOWING SPECIFIC LOCATIONS, DEPTHS, ETC. OF ALL WATER FACILITIES AS LOCATED BY A LICENSED SURVEYOR, ALONG WITH TWO (2) PRINTS OF THE "AS-BUILT" WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR OR ENGINEER OF RECORD AND ENDORSED BY THE CONTRACTOR IN ACCORDANCE WITH MD-WSD STANDARDS.

10. ALL NEW CONNECTIONS FROM EXISTING CITY OF OPA-LOCKA MAINS TO BE INSPECTED BY CITY OF OPA-LOCKA FORCES PRIOR TO BACKFILL.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL LOCATIONS, DIMENSIONS, ELEVATIONS AND THE LOCATIONS OF ALL UNDERGROUND STRUCTURES AND UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE LOCATIONS SHOWN ON THE PLANS ARE NOT GUARANTEED ACCURATE OR CORRECT BY THE KNOWN UTILITY COMPANIES.

12. THRUST BLOCKS SHALL BE PROVIDED TO ALL BENDS, TEES AND PLUGS IN ACCORDANCE WITH MD-WASD STANDARD DETAILS.

13. PIPE INSTALLATION, CLEANING, FLUSHING, AND TESTING, AS PER CITY OF OPA-LOCKA AND STATE OF FLORIDA STANDARDS FOR THE INSTALLATION OF PRESSURE SEWER BY CUSTOMER DONATION PROJECTS.

14. THE CONTRACTOR IS RESPONSIBLE FOR THE COST OF INSPECTIONS FOR ANY CONSTRUCTION ACTIVITIES OCCURRING OUTSIDE NORMAL WORKING HOURS (8:00 a.m. TO 5:00 p.m.) SATURDAYS AND SUNDAYS AND HOLIDAYS EXCLUDED AND ARRANGEMENTS FOR INSPECTIONS OUTSIDE NORMAL WORKING HOURS MUST BE MADE A MINIMUM OF 48 HOURS IN ADVANCE OF THE CONSTRUCTION ACTIVITY.

15. ALL TRENCHES TO BE EXCAVATED AND BACKFILLED AS PER THE MD-WASD DETAIL GS-1.9.

16. SURFACE RESTORATION, PAVEMENT REPLACEMENT, SIDEWALK REPLACEMENT, TRENCH BACKFILLING AND COMPACTION SHALL COMPLY WITH THE APPLICABLE CURRENT MD-WASD, MD-PWD AND FDOT STANDARDS.

17. THE ENGINEER OF RECORD SHALL PROVIDE CITY OF OPA-LOCKA WITH A SIGNED AND SEALED PRESSURE TEST REPORT CERTIFYING PRESSURE TEST RESULTS.

18. FIELD LEAK TESTING OF POLYETHYLENE (PE) PRESSURE PIPING SYSTEMS USING HYDROSTATIC PRESSURE SHALL BE CONDUCTED BY THE CONTRACTOR FOLLOWING METHODS AND PROCEDURES NOTED ASTM DESIGNATION: F2164-13

19. A HORIZONTAL DISTANCE OF 10 FEET SHALL BE MAINTAINED BETWEEN WATER AND SEWER MAINS. WHEN A 10 FEET HORIZONTAL DISTANCE CRITERIA CANNOT BE MET DUE TO AN EXISTING UNDERGROUND FACILITY CONFLICT, THIS HORIZONTAL DISTANCE MAY BE REDUCED TO 6 FEET. IF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF A GRAVITY SANITARY SEWER, THIS HORIZONTAL DISTANCE MAY BE REDUCED TO 3 FEET.

20. IN HIGHLY CONGESTED AREAS, WHERE EITHER WATER OR SEWER FACILITIES ARE EXISTING AND THE SEPARATION REQUIREMENTS CANNOT BE MET, SPECIAL CONSIDERATION MAY BE GIVEN SUBJECT TO A COMPLETE EVALUATION OF EXISTING AND PROPOSED CONDITIONS.

21. THE CONTRACTOR SHALL VERIFY NATURE, DEPTH, CHARACTER OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.

22.TRENCH EXCAVATION PROTECTION SHALL BE ACCOMPLISHED AS REQUIRED BY THE PROVISIONS OF PART 1926, SUBPART P, EXCAVATIONS, TRENCHING AND SHORING OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATIONS STANDARDS AND INTERPRETATIONS.

23. ALL ABOVE GROUND PIPE & FITTING, VALVE BOXES, AIR RELEASE VALVE COVERS AND ANY OTHER MARKING DEVICE, SHALL BE COLOR CODED IN ACCORDANCE WITH THE UTILITY LOCATION & COORDINATION COUNCIL UNIFORM COLOR CODE AS SHOWN IN MIAMI-DADE COUNTY WATER & SEWER DEPARTMENT (MD-WASD).

NOTES FOR CONTAMINATED SITES

IF ANY AREA OF THE WORK SITE IS FOUND TO CONTAIN BURIED SOLID WASTE AND/OR GROUND OR GROUND WATER CONTAMINATION, THE FOLLOWING SHALL APPLY:

1. ALL WORK IN THE AREA SHALL FOLLOW ALL APPLICABLE SAFETY REQUIREMENTS (E.G., OSHA, ETC.) AND NOTIFICATION MUST BE PROVIDED TO THE APPROPRIATE AGENCIES.

2. IMMEDIATELY NOTIFY THE ENVIRONMENTAL MONITORING AND RESTORATION DIVISION (EMRD). THE EMRD CAN BE CONTACTE AT (305) 372-6700.

3. IF CONTAMINATED SOILS AND/OR BURIED SOLID WASTE MATERIAL IS EXCAVATED DURING CONSTRUCTION, THEN THEY REQUIRE PROPER HANDLING AND DISPOSAL IN ACCORDANCE WITH THE LOCAL, STATE AND FEDERAL REGULATIONS. BE ADVISED THAT THE LANDFILL OWNER/OPERATOR IS THE FINAL AUTHORITY ON DISPOSAL AND MAY HAVE REQUIREMENTS BEYOND THOSE PROVIDED BY HEREIN. IF DISPOSAL WITHIN A MIAMI-DADE COUNTY OWNED LANDFILL (CLASS I LANDFILL) IS APPROPRIATE AND SELECTED, PLEASE CONTACT THE MIAMI-DADE COUNTY DEPARTMENT OF PUBLIC WORKS AND WASTE MANAGEMENT AT (305) 594-1670 FOR INFORMATION.

4. THE REUSE OF CONTAMINATED SOILS IS PROHIBITED WITHOUT PRIOR APPROVAL FROM THE ENVIRONMENTAL MONITORING AND RESTORATION DIVISION. THE EMRD CAN BE CONTACTED AT (305) 372-6700.

5. A SUBSURFACE INVESTIGATION WAS CONDUCTED BY ENVIRONMENTAL REGULATORY COMPLIANCE, INC. (ERC) DATE MARCH 2022. THE REPORT STATED THAT THE PRESENCE OF SOLID WASTE MIXED WITH OTHER MATERIAL (CARBONATE AND SILICA SAND, LIMEROCK, AND ORGANIC MATERIAL) WILL NOT SUBSIDE BY THE INSTALLATION OF THE 2 INCH SEWER LINE.

DESIGN APPROACH

1. A SUBSURFACE INVESTIGATION WAS CONDUCTED BY ENVIRONMENTAL REGULATORY COMPLIANCE, INC. (ERC) DATE MARCH 2022. THE REPORT STATED THAT THE PRESENCE OF SOLID WASTE MIXED WITH OTHER MATERIAL (CARBONATE AND SILICA SAND, LIMEROCK, AND ORGANIC MATERIAL) WILL NOT SUBSIDE BY THE INSTALLATION OF THE 2 INCH SEWER LINE.

2. DUE THE UNDERLYING SOIL CONDITION OF THE SITE, HDPE PIPE WAS USED TO ADDRESS ANY CONTAMINATION ISSUES. ACCORDING TO THE PIPE MANUFACTURER, POLYETHYLENE IS NON-CONDUCTIVE AND IMMUNE TO GALVANIC AND ELECTROCHEMICAL EFFECTS. THUS POLYETHYLENE WILL NOT CORRODE IN THE MANNER OF METAL AND CONCRETE PIPING. PERFORMANCE POLYETHYLENE PIPES HAVE OUTSTANDING RESISTANCE TO A WIDE RANGE OF CHEMICALS AND ENVIRONMENTAL CONDITIONS, MAKING THEM IDEAL CANDIDATES FOR USE WITH CORROSIVE FLUIDS AND CHEMICALS, AND UNDER HARSH ENVIRONMENTAL CONDITIONS.

3. ALL THE JOINT IN THE HDPE PIPES WILL BE FUSED JOINT, THERFORE NO POSSIBILITY OF JOINT LEAKING.

RUBEL SIDDIQUE, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 67239

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NO.	REVISIONS	DATE	BY

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PH (954) 944-3272
FBPE NO. CA00029695
WWW.SSNENGINEERING.COM

SSN ENGINEERING

PROJECT NO.
202201003

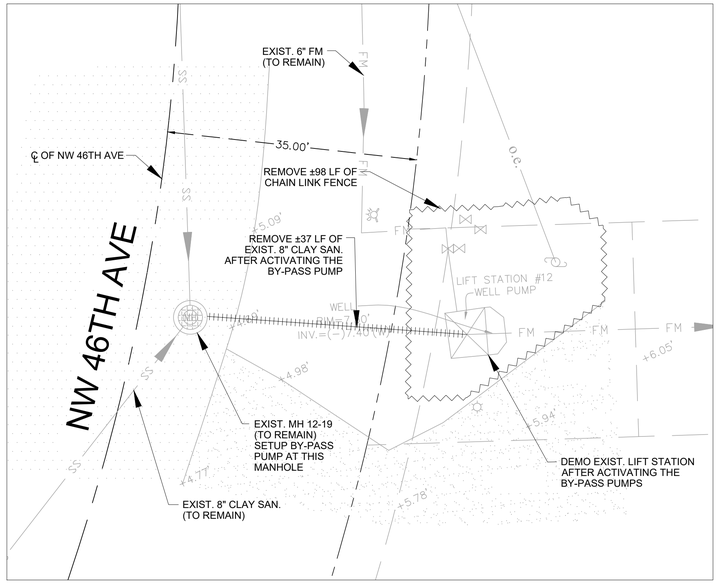
CITY OF OPA-LOCKA
LIFT STATION 12 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

GENERAL NOTES

RUBEL SIDDIQUE, P.E.
FL LICENSE NO. 67239

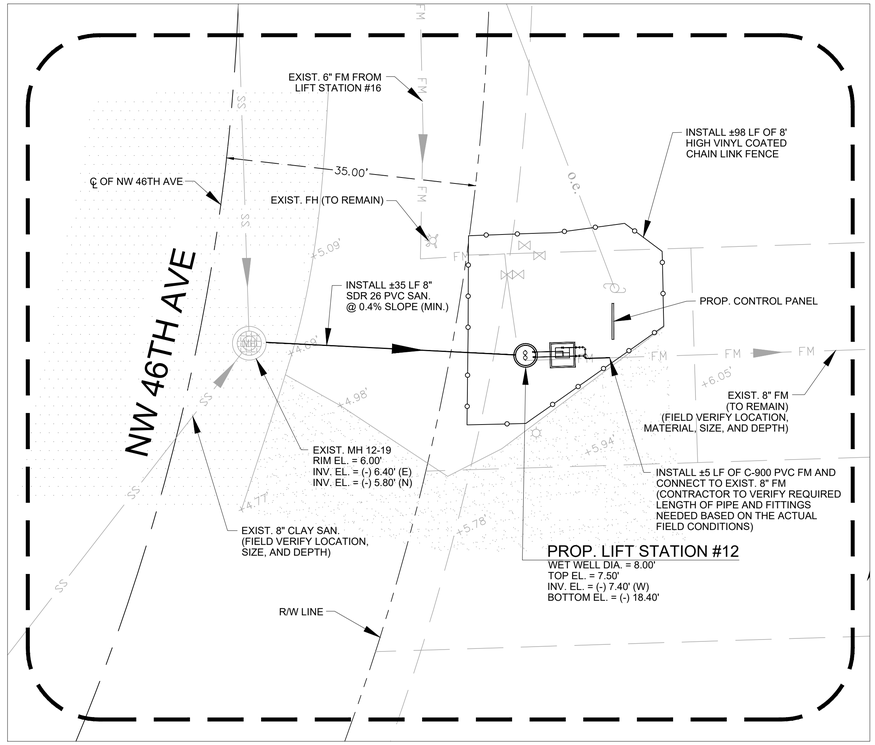
RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWN BY: RS
CHECKED BY: RS
DATE: 09-05-2022
SHEET NO.
C-201



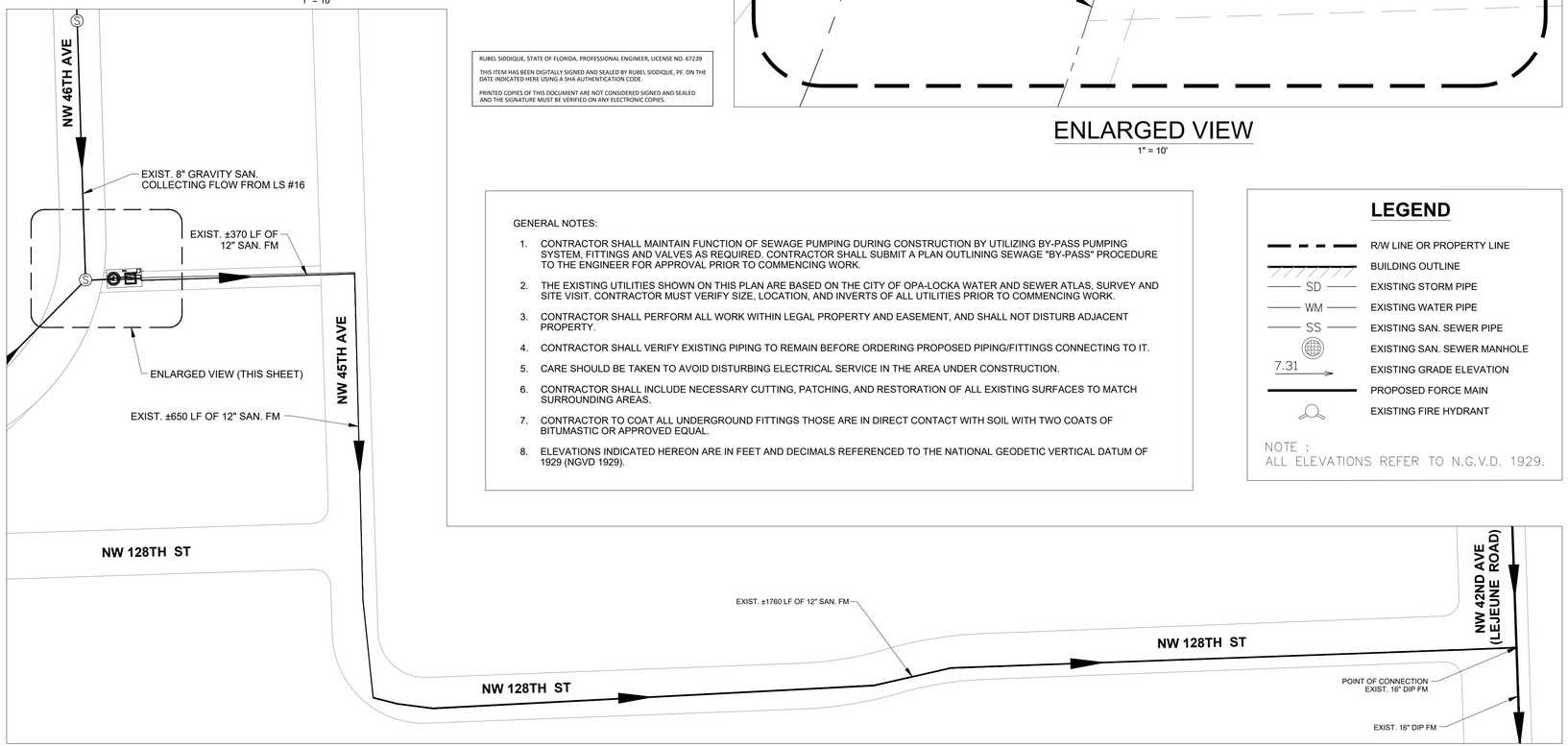
SITE DEMOLITION PLAN

1" = 10'



ENLARGED VIEW

1" = 10'



OVERALL VIEW OF POINT OF CONNECTION

N.T.S.

RUBEL SIDDIQUE, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 67239

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GENERAL NOTES:

1. CONTRACTOR SHALL MAINTAIN FUNCTION OF SEWAGE PUMPING DURING CONSTRUCTION BY UTILIZING BY-PASS PUMPING SYSTEM, FITTINGS AND VALVES AS REQUIRED. CONTRACTOR SHALL SUBMIT A PLAN OUTLINING SEWAGE "BY-PASS" PROCEDURE TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCING WORK.
2. THE EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE CITY OF OPA-LOCKA WATER AND SEWER ATLAS, SURVEY AND SITE VISIT. CONTRACTOR MUST VERIFY SIZE, LOCATION, AND INVERTS OF ALL UTILITIES PRIOR TO COMMENCING WORK.
3. CONTRACTOR SHALL PERFORM ALL WORK WITHIN LEGAL PROPERTY AND EASEMENT, AND SHALL NOT DISTURB ADJACENT PROPERTY.
4. CONTRACTOR SHALL VERIFY EXISTING PIPING TO REMAIN BEFORE ORDERING PROPOSED PIPING/FITTINGS CONNECTING TO IT.
5. CARE SHOULD BE TAKEN TO AVOID DISTURBING ELECTRICAL SERVICE IN THE AREA UNDER CONSTRUCTION.
6. CONTRACTOR SHALL INCLUDE NECESSARY CUTTING, PATCHING, AND RESTORATION OF ALL EXISTING SURFACES TO MATCH SURROUNDING AREAS.
7. CONTRACTOR TO COAT ALL UNDERGROUND FITTINGS THOSE ARE IN DIRECT CONTACT WITH SOIL WITH TWO COATS OF BITUMASTIC OR APPROVED EQUAL.
8. ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929).

LEGEND

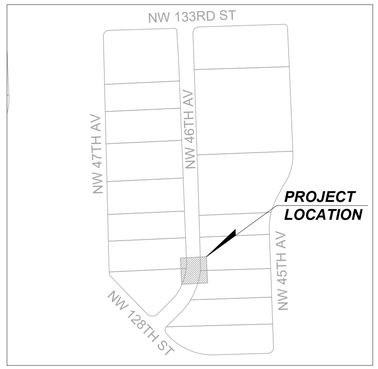
- R/W LINE OR PROPERTY LINE
- BUILDING OUTLINE
- SD — EXISTING STORM PIPE
- WM — EXISTING WATER PIPE
- SS — EXISTING SAN. SEWER PIPE
- EXISTING SAN. SEWER MANHOLE
- 7.31 → EXISTING GRADE ELEVATION
- PROPOSED FORCE MAIN
- EXISTING FIRE HYDRANT

NOTE :
ALL ELEVATIONS REFER TO N.G.V.D. 1929.

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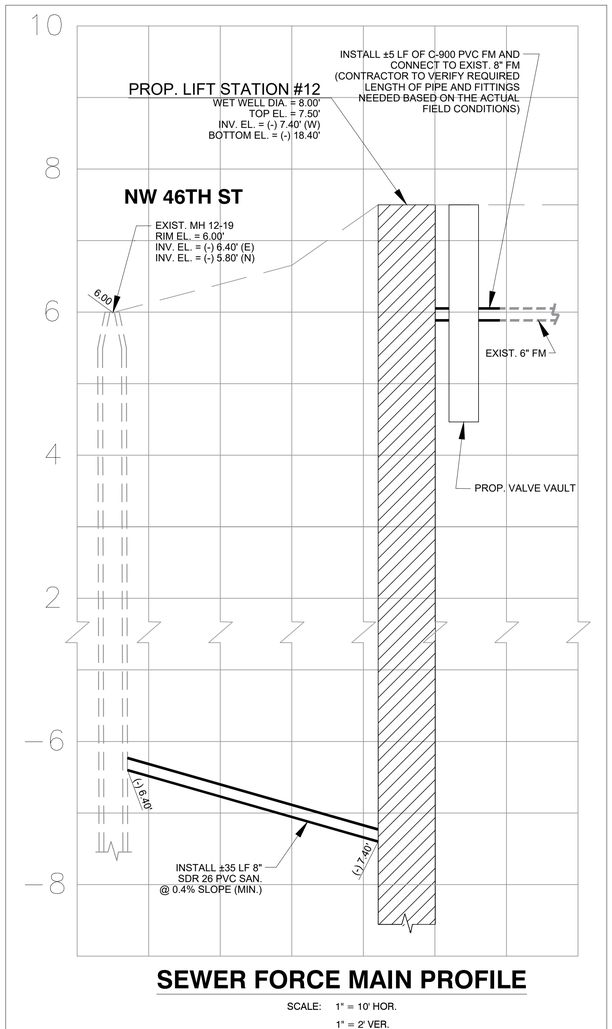
SCALE:1"= 20'

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LOCATION MAP

N.T.S.



SEWER FORCE MAIN PROFILE

SCALE: 1" = 10' HOR.
1" = 2' VER.

NO.	REVISIONS	DATE	BY

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PH (954) 944-3272
FBPE NO. CA00029695
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SSN ENGINEERING

PROJECT NO.
202201003

CITY OF OPA-LOCKA
LIFT STATION 12 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

SANITARY SEWER PLAN
AND PROFILE

RUBEL SIDDIQUE, P.E.
FL LICENSE NO. 67239

RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWN BY:	RS
CHECKED BY:	RS
DATE:	09-05-2022
SHEET NO.	C-300

1. ALL MATERIALS AND LABOR UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT. SUBMIT SHOP DRAWINGS FOR ALL MATERIALS.
2. COVER OVER WATER OR SEWER FORCE MAINS SHALL BE 4'-0" MIN.
3. ALL MAIN LINE VALVES SHALL BE INSTALLED COMPLETE WITH 10" RISER PIPES AND NO. 3 OR 53 VALVE BOXES FIRE HYDRANTS AND SERVICE VALVES SHALL BE INSTALLED COMPLETE WITH 6" RISER PIPES AND NO. 2 VALVE BOXES.
4. ALL FORCE MAIN SERVICE CONNECTIONS INTO PRESSURE TRANSMISSION MAINS SHALL HAVE A SHUT OFF VALVE AND CHECK VALVE AT THE POINT OF ENTRY.
5. ALL GRAVITY SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DEPARTMENT STANDARDS.
6. ALL WATER METERS WILL BE INSTALLED BY THE MIAMI-DADE WATER AND SEWER DEPARTMENT PROVIDING THE APPROPRIATE CHARGES HAVE BEEN PREPAID.
7. FIRE HYDRANT REQUIREMENTS (NUMBER AND LOCATION) SHALL BE AS REQUIRED BY THE MIAMI-DADE COUNTY FIRE DEPARTMENT OR THE APPROPRIATE FIRE AGENCY WITH INSTALLATION IN ACCORDANCE WITH DEPARTMENT STANDARDS.
8. CONTRACTOR MUST CALL M-DWASD INSPECTION DIVISION TO ARRANGE FOR A PRECONSTRUCTION MEETING 2 FULL BUSINESS DAYS PRIOR TO PROPOSED START OF CONSTRUCTION. CONTACT ONE CALL CENTER 48 HRS PRIOR TO EXCAVATION.
9. CONTRACT INSPECTOR WILL INSPECT ANY FACILITIES APPROVED BY THE DEPARTMENT. ALL OTHER REQUIREMENTS OF THE PERMITTING AGENCY SHALL BE IN ACCORDANCE WITH THEIR STANDARDS AND REQUIREMENTS.
10. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE SYSTEM BY THE DEPARTMENT AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY THE DEPARTMENT.
    a. EASEMENTS, IF REQUIRED.
    b. CONTRACTOR'S WAIVER AND RELEASE OF LIEN.
    c. ABSOLUTE BILL OF SALE.
    d. i. CONTRACTOR'S LETTER OF WARRANTY (I.E., LETTER AGREEMENT).
       ii. DEVELOPER'S CONTRACT BOND (I.E., CONTRACT AGREEMENT).
    e. "AS-BUILT" PRINTS 24"x36" SHOWING SPECIFIC LOCATIONS, DEPTH, ETC. OF ALL WATER AND SEWER FACILITIES AS LOCATED BY A LICENSED FLORIDA SURVEYOR, ALONG WITH PRINTS OF "AS-BUILT" WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR. (No. OF PRINTS: 3-FOR WATER, 4-FOR GRAVITY SEWER AND 5-FOR FORCE MAIN OR PUMP STATION PROJECTS). THE DEPARTMENT RESERVES THE RIGHT TO REQUIRE SUBMITTAL ON ELECTRONIC MEDIA IN ACCORDANCE WITH SEC. 01775 "MAGNETIC MEDIA SUBMITTAL".
    f. H.R.S. LETTER OF RELEASE REQUIRED FOR ALL WATER PROJECTS.
    g. BILL OF SALE SKETCH (8½"x11") FOR WATER AND SEWER, SEPARATELY.
11. ALL NEW CONNECTIONS FROM EXISTING DEPARTMENT MAINS TO BE MADE BY DEPARTMENT FORCES ONLY. THE CONTRACTOR TO EXCAVATE AT REQUIRED LOCATIONS, PROVIDE AND INSTALL MATERIAL WITH FITTINGS, PRIOR TO TAP.
12. AN APPROVED PAVING AND DRAINAGE PLAN MUST BE SUBMITTED TO MDWASD FOR ALL NEW SUBDIVISIONS PRIOR TO APPROVAL OF WATER AND SEWER PERMIT PLANS, UPON REQUEST.
13. UNLESS OTHERWISE SPECIFIED, ALL TAPS 20 INCHES AND SMALLER FOR CONNECTIONS TO EXISTING MAINS WILL BE DONE BY DEPARTMENT FORCES. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE PERMITTED TO TAP EXISTING MAINS IN THE SIZE RANGE SPECIFIED ABOVE. THE TAPPING SLEEVE AND TAPPING VALVE ARE FURNISHED AND INSTALLED BY THE CONTRACTOR UNDER THE SUPERVISION OF THE INSPECTOR.

ITEM	CROSS REF.	SPEC. REF.

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
03/01/2010	V.F.C.

STANDARD DETAIL
STANDARD REQUIREMENTS WATER AND SEWER CONSTRUCTION

GS 0.5 SHEET 1 OF 2

1. AT THE COMPLETION OF ANY WATER AND SEWER JOB, EITHER DONATION OR CONTRACT, THE CONTRACTOR SHALL SUBMIT:
    a. AS-BUILT PRINTS WHICH HAVE BEEN SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. (QTY. OF PRINTS, AS REQUIRED BY THE DEPARTMENT.)
2. "AS-BUILT" FORMAT:
    a. 24"x36" PRINTS
    b. LOCATION MAP SCALE SHOULD BE 1"=300' AND SECTION-TOWNSHIP-RANGE SHOULD BE SHOWN.
    c. THE WORD "AS-BUILT" IN LARGE LETTERS.
    d. TITLE BLOCK WITH DEPARTMENT DS, DW OR ER NUMBER AND PERTINENT INFORMATION.
    e. PREFERRED SCALE TO BE 1"= 40' HORIZONTALLY AND 1"= 4' VERTICALLY*.
    f. STREET NOMENCLATURE.
    g. SEPARATE AS-BUILTS FOR WATER AND SEWER.
    h. SEPARATE WATER AND SEWER PROFILE.
    i. STATIONING STARTING WITH 0+00 AT PERMANENT REFERENCE POINT (I.E., Ø, Ø, ETC.) OR AS SHOWN ON DESIGN PERMIT PLANS, AND TO RUN CONTINUOUSLY TO END OF MAIN.
    j. EASEMENTS, IF ANY, TIED TO PERMANENT REFERENCE POINT.
    k. IDENTITY ALL CONTROL LINES (I.E. BLDG. LINE, PROPERTY LINE, R/W, ETC).
    l. ALL "PROPOSED" INFORMATION TO BE REMOVED FROM PRINTS, LEAVING ONLY "AS-BUILT" INFORMATION REFLECTED IN DRAWINGS.
3. WATER "AS-BUILTS" MUST INCLUDE:
    a. PLANS SHOWING PIPE SIZE, MATERIAL AND OFFSET OF MAIN, DEFLECTIONS (IF ANY), STATION OF SERVICES, HYDRANTS AND FITTINGS AT THE MAINLINE (IF PERPENDICULAR TO IT), AND AT MAIN AND END OF SERVICES IF ANY, OTHER ANGLE, AND DEFLECTION OF PIPE, IF ANY.
    b. PROFILE SHOWING TOP OF GROUND AND TOP OF PIPE ELEVATIONS AT EVERY 100' STATION AND AT ANY CHANGE IN GRADE (WITH CORRESPONDING STATION), PIPE SIZE AND PIPE MATERIALS REFERENCED TO PLAN.
4. SEWER "AS-BUILTS" MUST INCLUDE:
    a. PLAN SHOWING MANHOLE NUMBER, PIPE SIZE AND PIPE MATERIAL OF PIPE, DEFLECTION, IF ANY (FORCE MAIN ONLY), AND LOCATION OF LATERALS WITH REFERENCE TO MANHOLE.
    b. PROFILE SHOWING MANHOLE (AS PER PLAN), RIM AND INVERT ELEVATIONS (IF MORE THAN ONE INVERT, LABEL NORTH, SOUTH , ETC), AND STATION STARTING AT EACH 0+00 AT DOWNSTREAM MANHOLE.
5. FORCE MAIN "AS-BUILT" SAME AS WATER MAIN ABOVE.
6. EACH AS-BUILT SHALL SHOW THE FLORIDA STATE PLANE COORDINATES (CURRENT READJUSTMENT) OF ALL THE MANHOLES AND VALVES AND OF AT LEAST TWO HORIZONTAL CONTROL POINTS PROPERLY IDENTIFIED AND LOCATED WITHIN THE PROJECT.

* OTHER SCALE MAY BE PERMITTED, BUT MUST BE APPROVED BY THE DEPT OF DRAWINGS.

ITEM	CROSS REF.	SPEC. REF.

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
03/11/2009	V.F.C.

STANDARD DETAIL
"AS-BUILT" REQUIREMENTS

GS 0.5 SHEET 2 OF 2

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)
STORM SEWER; SANITARY SEWER FORCE MAIN; RECLAIMED WATER (2)	Water Main — 3 ft. minimum	Water Main — 12 inches is the minimum, 24 inches preferred when 6 inches is the minimum and 12 inches is preferred	Maintain 3 ft. minimum: Water Main; Alternate: 3 ft. minimum
VACUUM SANITARY SEWER	Water Main — 10 ft. preferred, 3 ft. minimum	Water Main — 12 inches preferred 6 inches minimum	Maintain 3 ft. minimum: Water Main; Alternate: 3 ft. minimum
GRAVITY OR PRESSURE; SANITARY SEWER FORCE MAIN; RECLAIMED WATER (4)	Water Main — 10 ft. preferred, 3 ft. minimum (3)	Water Main — 24 inches is the minimum, 42 inches is the preferred when 6 inches is the minimum and 12 inches is preferred	Maintain 6 ft. minimum: Water Main; Alternate: 6 ft. minimum
ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM	10 ft. minimum	-	-

NOTES
1. MAIN SHOULD BE ABOVE OTHER PIPE WHEN WATER MAIN MUST BE BELOW OTHER PIPE. THE MINIMUM SEPARATION IS 12 INCHES.
2. RECLAIMED WATER REGULATED UNDER PART III, OF CHAPTER 62-610, F.A.C.
3. RECLAIMED WATER REGULATED UNDER PART III, OF CHAPTER 62-610, F.A.C. MAY BE LESS THAN 3 FT. BUT NOT LESS THAN 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
4. RECLAIMED WATER NOT REGULATED UNDER PART III, OF CHAPTER 62-610, F.A.C.

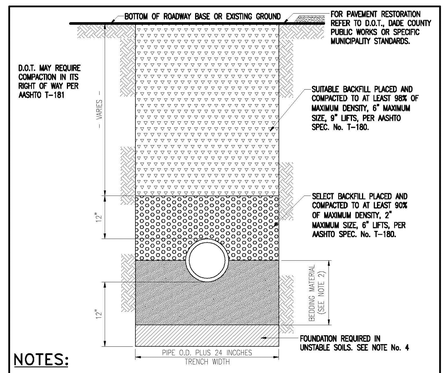
ITEM	CROSS REF.	SPEC. REF.

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
10/06/2008	V.F.C.

STANDARD DETAIL
WATER AND SEWER MAINS CROSSING

GS 1.5 SHEET 1 OF 1



NOTES:

1 FOR EXCAVATION AND BACKFILL AROUND MANHOLES, APPURTENANCES, OR IN WATER, REFER TO PROVISIONS WITHIN THE SPECIFICATIONS.

2 UNLESS OTHERWISE SPECIFIED, BEDDING MATERIAL SHALL CONSIST OF SELECT BACKFILL MATERIAL 2" MAX. SIZE, OR WASHED AND GRADED LIMEROCK (3/8"-1½"), COMPACTED TO AT LEAST 90% OF MAX. DENSITY, 6" LIFTS, PER AASHTO SPEC. No. T-180.

3 WHERE REQUIRED, SHEETING AND SHORING SHALL BE IN ACCORDANCE WITH SPECIFICATIONS.

4 WHERE UNSTABLE SOILS ARE ENCOUNTERED, INCLUDING PEAT, MUCK OR OTHER ORGANIC SOILS, ELASTIC SILT AND CLAYS BELOW THE WATER TABLE, A FOUNDATION IS REQUIRED. COMPACTED TO AT LEAST 90% OF MAX. DENSITY, 6" LIFTS, PER AASHTO SPEC. NO. T-180. FOUNDATION MATERIAL SHALL BE SELECT BACKFILL MATERIAL, 2" MAXIMUM SIZE 6" LIFTS EXTEND EXCAVATION AT LEAST 2' DEEPER FOR FOUNDATION UNLESS SUITABLE MATERIAL IS FOUND AT A LESSER DEPTH, GREATER DEPTHS MAY BE REQUIRED FOR EXTREMELY POOR CONDITIONS.

5 POLYETHYLENE ENCASEMENT OF CAST IRON VALVES, PIPE AND FITTINGS, IF REQUIRED BY THE DEPARTMENT, SHALL BE PER ANSI/AWWA C105/A21.5, METHOD A, 8 OR C FOR TYPE I CLASS C TUBE, MIN. 8 MILS THK

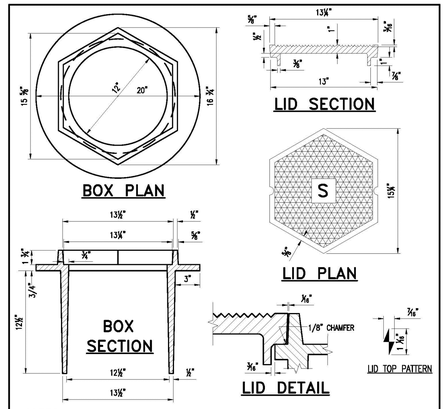
ITEM	CROSS REF.	SPEC. REF.

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
11/01/2006	V.E.F.

STANDARD DETAIL
TYPICAL TRENCH BACKFILL FOR D.I. WATER AND FORCE MAINS

GS 1.9 SHEET 1 OF 1



NOTES:

1. MACHINE FINISH BOTTOM OF COVER AND SEAT OF FRAME.
2. ALL DIMENSIONS ARE NET CASTING, NOT PATTERN.
3. FOUNDRY AND LOCATION SHALL BE CAST ON BOTTOM OF THE LID. (SEE WS 2.05)
4. MINIMUM WEIGHTS: RING: 134LBS COVER: 44LBS

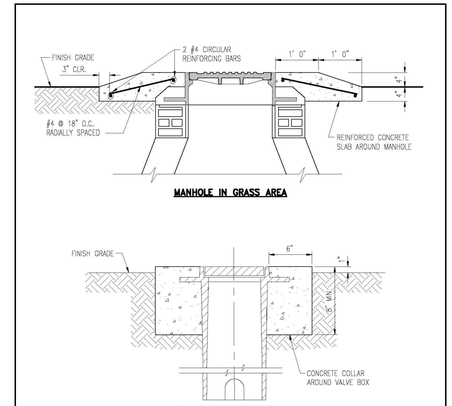
XXXXX ITEM	CROSS REF.	SPEC. REF.

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
06/25/2015	J.B.F.

STANDARD DETAIL
No. 53 C.I. VALVE BOX AND LID

SS 13.0 SHEET 1 OF 1



NOTES:
1. A "GRASS AREA" IS ANY AREA OTHER THAN PAVED SURFACE OR A SIDEWALK AREA.
2. IN "GRASS AREAS" THE TOP OF THE CONCRETE COLLAR OR SLAB SHALL BE FINISHED WITH THE TOP OF THE VALVE BOX OR MANHOLE.
3. AREAS SUPPORTING CONCRETE COLLAR OR SLAB SHALL BE PROPERLY COMPACTED.
4. CLEARANCE OF 3D INCHES FREE FROM OBSTRUCTIONS IN ALL DIRECTIONS.

STANDARD MANHOLE VALVE BOX AND LID ITEM	CROSS REF.	SPEC. REF.
		SS 8.0 / WS 3.10

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
06/01/2008	V.F.C.

STANDARD DETAIL
MANHOLE / VALVE BOX IN GRASS AREAS

SS 21.0 SHEET 1 OF 1

RUBEL SIDDIQUE, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 67239

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SSN ENGINEERING

PROJECT NO. 202201003

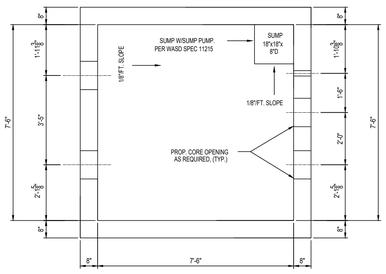
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LIFT STATION 12 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

SANITARY SEWER DETAILS

RUBEL SIDDIQUE, P.E.
FL LICENSE NO. 67239

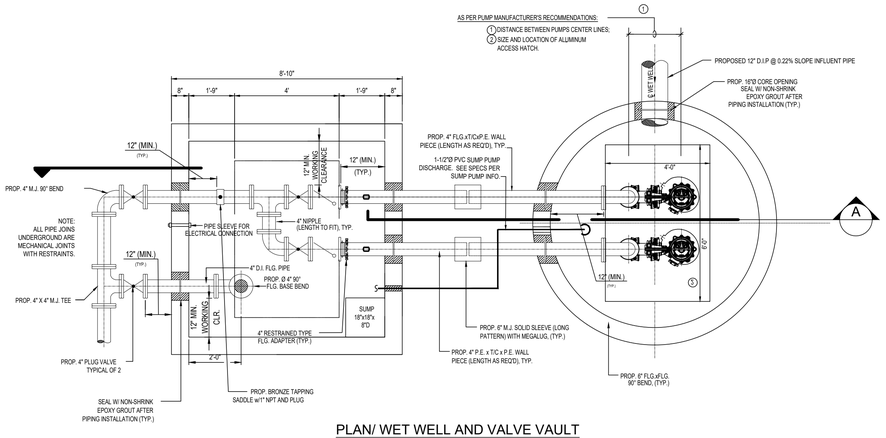
RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWN BY: RS
CHECKED BY: RS
DATE: 09-05-2022
SHEET NO. C-301



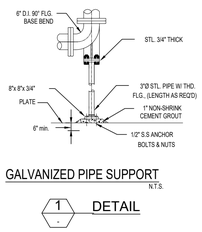
PLAN/ VALVE VAULT PIPE ACCESS DETAIL

SCALE: 1/2"=1'-0"



PLAN/ WET WELL AND VALVE VAULT

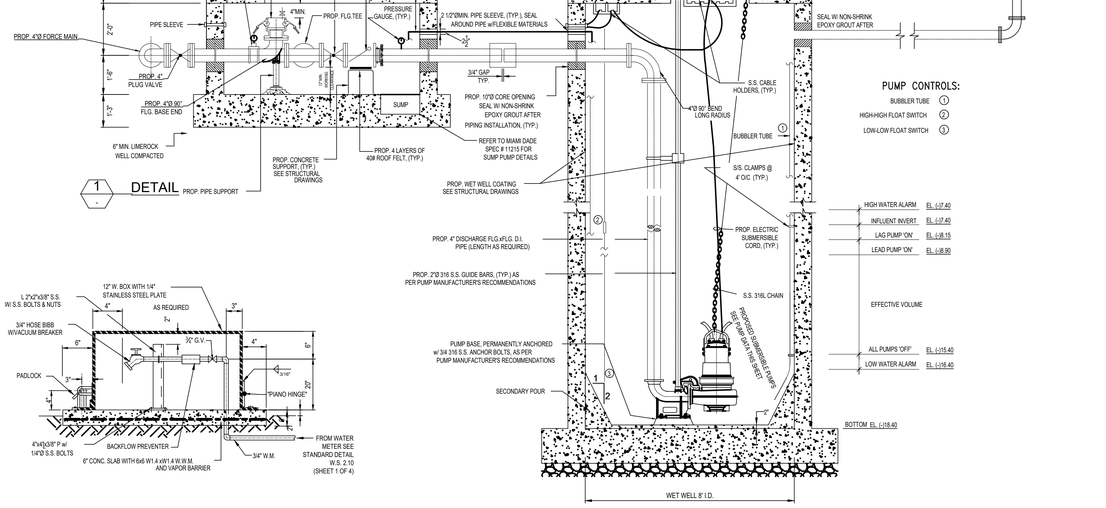
SCALE: 1/2"=1'-0"



GALVANIZED PIPE SUPPORT

N.T.S.

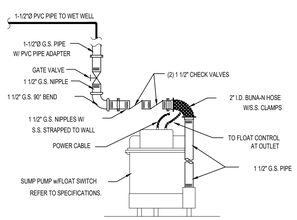
1 DETAIL



1 DETAIL PROP. PIPE SUPPORT

A SECTION

SCALE: 1/2"=1'-0"



SUMP PUMP AND PIPING DETAIL

N.T.S.

BACKFLOW PREVENTER WITH HOSE BIBB

N.T.S.

PUMP DATA:

FLUID			RAW SEWAGE
INSTALLATION LOCATION			LIFT STATION No. 12
PUMP TYPE	SUBMERSIBLE PUMP		
RATED POINT	CAPACITY, GPM		1100
	TDH, FEET		145
SHUT OFF HEAD, FT			
CONTINUOUS OPERATING RANGE	MAXIMUM TDH, FT		190
	CAPACITY, GPM		400
	MINIMUM TDH, FT		25
	CAPACITY, GPM		1565
	NPSHR, FT		26.8
	PUMP EFFICIENCY	AT B.E.P., %	63.7
		MIN. @ RUNOUT, %	41.62
PUMP CONSTRUCTION	CASING		CAST IRON ASTM A 48 CLASS 35B
	IMPELLER		CAST IRON ASTM A 48 CLASS 35B
	SHAFT		AISI TYPE 431 STAINLESS STEEL
	BEARINGS L-10 LIFE, HRS.		100,000
	MAX. SHAFT DEFLECTION IN OPERATING RANGE, MILS		–
	MAX. VEL. OF VIBRATIONS IN OP. RANGE, INCH/SEC		–
	SUCTION, INCHES		6"
	DISCHARGE, INCHES		6"
ELECTRIC MOTOR	RATED HP		84.5 HP
	RPM		1789
	VOLTS/PHASE/Hz/S.F.		480/ /60/
	AMBIENT TEMP. FOR MOTOR RATING, °C		68
	MAXIMUM TEMP. RISE, °C		40
	BEARINGS L-10 LIFE, HRS.		100,000
	MAX. VIBRATION AMP., MILS		-
	NOISE LEVEL, dB@1 METER		-
	NEMA DESIGN CODE LETTER		B
	START. CURR. LETTER CODE		G
	INSULATION CLASS		F
	MOTOR RATED HP NOT OVERLOADED AT ANY POINT IN THE PUMPS PERFORMANCE CURVE		
MANUFACTURERS & MODELS *	PUMP		XFP 150M-CB2 60 HZ
	MOTOR		XFP PE 6304

* CONTRACTOR MAY CHOOSE APPROVED EQUAL PUMPS AND SUBMIT SHOP DRAWINGS TO THE EOR FOR APPROVAL PRIOR TO INSTALLATION

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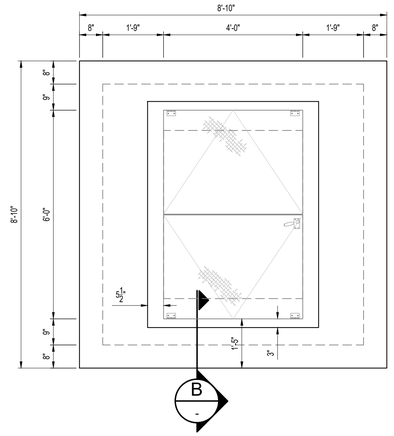
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LIFT STATION 12 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

MECH-PLAN-PUMP-DATA

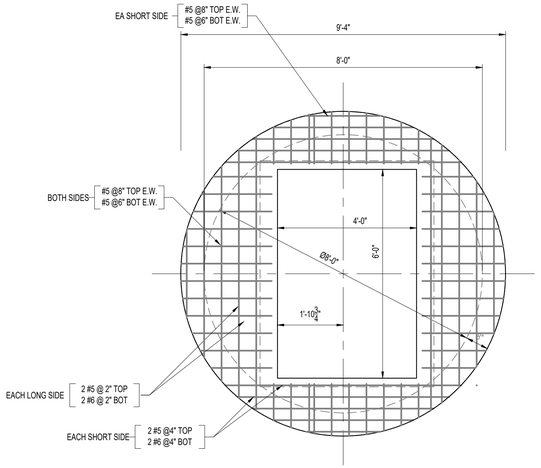
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FL LICENSE NO. 67239

RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWN BY:	RS
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DATE:	09-05-2022
SHEET NO.	C-310

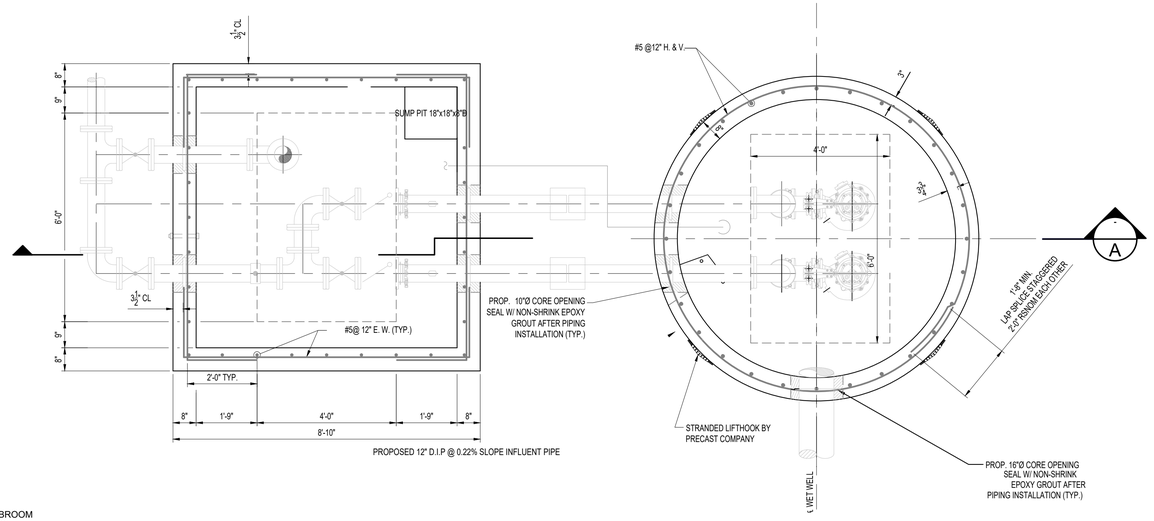


PLAN/VALVE PIT ACCESS

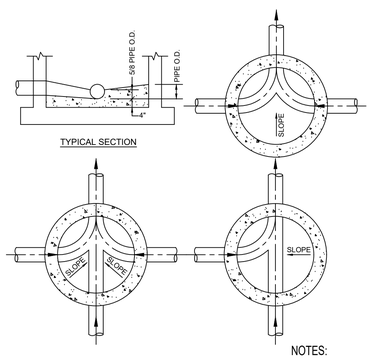


WET WELL TOP SLAB DETAIL

SCALE: 1/2"=1'-0"



SCALE: 1/2"=1'-0"



NOTES:

INVERT CHANNELS TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.

SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS PROVIDING FOR SMOOTH FLOWS.

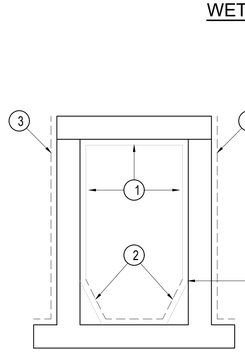
CHANNELS TO BE FORMED IN ALL MANHOLES TO ACCEPT T.V. CAMERA.

WHEN DIRECTIONAL CHANNELS EXCEEDING 45° OCCUR, AN EXTRA FLOW LINE ELEVATION DROP OF 0.05' ACROSS MANHOLE SHALL BE PROVIDED.

MANHOLE FLOW CHANNELS

- DETAIL

N.T.S.

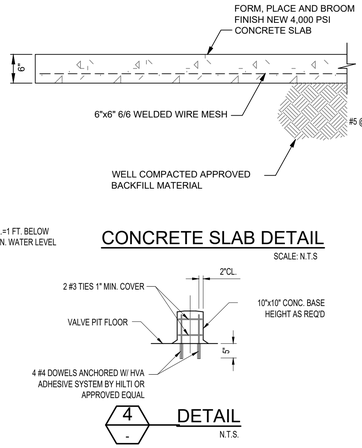


1 - DETAIL

N.T.S.

1 SEWPERCOAT (CALCIUM ALUMINATE CEMENT) OR P.P.C. COATING SYSTEM WW-200-/a/ DAMP CONCRETE OR APPROVED EQUAL

2 AND 3 KOP-COAT BITUMASTIC 300-M (COAL-TAR EPOXY).

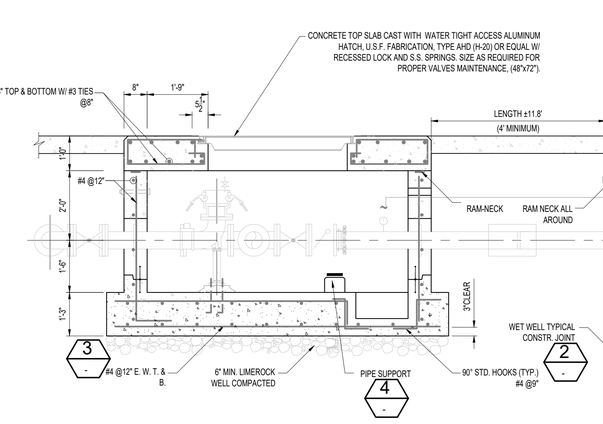


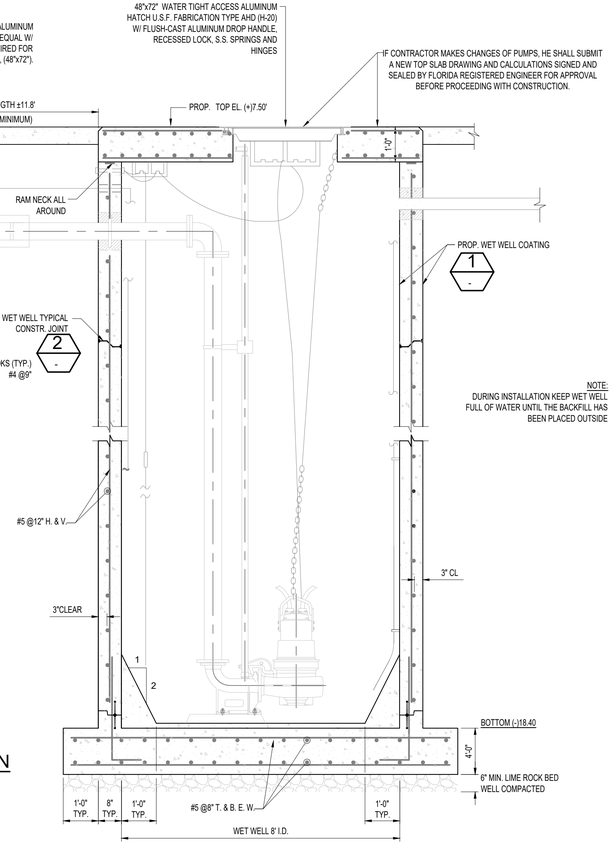
CONCRETE SLAB DETAIL

SCALE: N.T.S

4 - DETAIL

N.T.S.





A - SECTION

SCALE: 1/2"=1'-0"

CONSTRUCTION NOTES:

1. THE STANDARD DRAWINGS PRESENTED ARE BASED ON MINIMUM OF 4" DISCHARGE FORCE MAIN.
2. CONTRACTOR SHALL VERIFY EXISTING UNDERGROUND UTILITIES IN APPLICATIONS, ELEVATIONS, AND QUALITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL VERIFY EXISTING PIPING TO REMAIN BEFORE ORDERING NEW PIPE AND FITTINGS FOR CONNECTIONS. tHE CONTRACTOR SHALL INSPECT AND VERIFY ALL SITE CONDITIONS AND DIMENSIONS, AND COORDINATE WITH OTHER TRADES PRIOR TO CONSTRUCTION. WORK SHALL BE SCHEDULED ACCORDING TO SPECIFIED CONSTRUCTION SEQUENCE.
3. ATTENTION TO AVOID DISTURBING EXISTING ELECTRICAL SERVICE IN THE AREA UNDER CONSTRUCTION (FOR EXISTING FACILITIES ONLY).
4. ALL ELEVATIONS FOR UNDERGROUND UTILITIES SHOWN ARE T.O.P. ELEVATIONS UNLESS OTHERWISE SPECIFIED.
5. ALL PIPING, UNLESS SPECIFIED, TO USE DUCTILE IRON WITH LINING OF SEWER APPLICATION. FITTINGS AND CONNECTIONS UNDERGROUND TO USE MECHANICAL JOINT WITH RESTRAINTS; FITTINGS ABOVE GROUND OR IN VAULT TO USE FLANGE JOINT, OR MECHANICAL JOINT WITH RESTRAINTS
6. APPLY ALL UNDERGROUND FITTING WITH BOLT CONNECTIONS IN DIRECT CONTACT WITH SOIL WITH TWO COATS OF BITUMASTIC OR APPROVED EQUAL.
7. PROVIDE DIELECTRIC FITTINGS BETWEEN TWO DIFFERENT PIPING MATERIALS.
8. PIPE SUPPORTS SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION.
9. PROPOSED WET WELL SHALL BE CYLINDRICAL TYPE MADE OF REINFORCED CONCRETE WITH DEPTH NO GREATER THAN 24 FEET.
10. ALL PUMP CONTROLS SHALL BE SET AS PER DESIGN REQUIREMENTS.
11. ALL PIPING FOR OUTSIDE DROP TO BE DUCTILE IRON WITH LINING OF SEWER APPLICATION. FITTINGS AND CONNECTIONS UNDERGROUND TO USE MECHANICAL JOINT WITH RESTRAINTS.
12. PUMP STARTUP SHALL BE PERFORMED WITH NO EFFLUENT DISCHARGING INTO THE WET-WELL. PUMPS OPERATING POINTS CALCULATED BY PUMP REPRESENTATIVE DURING THE DRAWDOWN TEST SHALL BE NO GREATER THAN 10% OFF THE PUMP CURVE. PROPOSED PUMPS SHALL HANDLE BOTH MAX, MIN AND AVERAGE OPERATING POINTS GIVEN BY THE ENGINEER OF RECORD.
13. THREE PRESSURE GAUGES ARE TO BE INSTALLED INSIDE THE VALVE BOX, ONE GAUGE BEFORE EACH CHECK VALVE AND ONE PRESSURE GAUGE ON THE FORCEMAIN SIDE. PRESSURE DIAL READER SHALL NOT EXCEED 20 PSI.

NO.	REVISIONS	DATE	BY

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SSN ENGINEERING

PROJECT NO.

202201003

CITY OF OPA-LOCKA
LIFT STATION 12 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

STRUCTURAL PLANS AND DETAILS

RUBEL SIDDIQUE, P.E.
FL LICENSE NO. 67239

RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWN BY:	RS
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DATE:	09-05-2022
SHEET NO.	C-311

CITY OF OPA-LOCKA

LIFT STATION 16 REHABILITATION

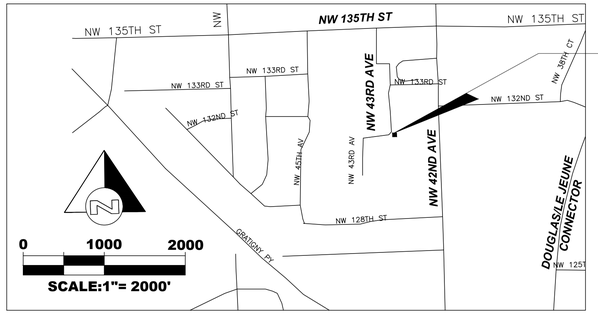
CITY COMMISSION

MAYOR: VERONICA WILLIAMS

VICE MAYOR: JOHN H TAYLOR

COMMISSIONER: DR. SHERELEAN BASS
CHRIS DAVIS
AUDREY DOMINGUEZ

INTERIM CITY MANAGER: DARVIN WILLIAM



PROJECT LOCATION

LOCATION MAP

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NOTE:

THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION

RUBEL SIDDIQUE, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 67239

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PREPARED BY: SSN ENGINEERING, LLC
ENGINEER OF RECORD: RUBEL SIDDIQUE, PE
FL PE NO.: 67239

RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

SHEET NO.
C-100

STANDARD REQUIREMENTS FOR WATER AND SEWER CONSTRUCTION (GS 0.5-SHEET 1 OF 2)

1. ALL MATERIALS AND CONOSTRUCTION UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI–DADE WATER AND SEWER DEPARTMENT AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT. SUBMIT SHOP DRAWINGS FOR ALL MATERIALS.

2. COVER OVER WATER OR SEWER FORCE MAINS SHALL BE 3'–0" MIN. UNDER RIGID PAVEMENT.

3. All MAIN LINE VALVES SHALL BE INSTALLED COMPLETE WITH 10" RISER PIPES AND NO. 3 OR 53 VALVE BOXES FIRE HYDRANTS AND SERVICE VALVES SHALL BE INSTALLED COMPLETE WITH 6" RISER PIPES AND NO. 2 VALVE BOXES.

4. All FORCE MAIN SERVICE CONNECTIONS INTO PRESSURE TRANSMISSION MAINS SHALL HAVE A SHUT OFF VALVE AT THE POINT OF ENTRY.

5. All GRAVITY SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DEPARTMENT STANDARDS.

6. FIRE HYDRANT REQUIREMENTS (NUMBER AND LOCATION) SHALL BE AS REQUIRED BY THE MIAMI–DADE COUNTY FIRE DEPARTMENT OR THE APPROPRIATE FIRE AGENCY WITH INSTALLATION IN ACCORDANCE WITH DEPARTMENT STANDARDS.

7. CONTRACTOR MUST CALL M–DWASD INSPECTION DIVISION TO ARRANGE FOR A PRE–CONSTRUCTION MEETING 2 FULL BUSINESS DAYS PRIOR TO PROPOSED START OF CONSTRUCTION. CONTACT ONE CALL CENTER 48 HRS PRIOR TO EXCAVATION.

8. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE SYSTEM BY THE DEPARTMENT AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY THE DEPARTMENT.
   a. EASEMENTS, IF REQUIRED.
   b. CONTRACTOR'S WAIVER AND RELEASE OF LIEN.
   c. ABSOLUTE BILL OF SALE.
   d. i. CONTRACTOR'S LETTER OF WARRANTY (I.E., LETTER AGREEMENT). ii. DEVELOPER'S CONTRACT BOND (I.E., CONTRACT AGREEMENT).
   e. "AS–BUILT" PRINTS 24"x36" SHOWING SPECIFIC LOCATIONS, DEPTH, ETC. OF All WATER AND SEWER FACILITIES AS LOCATED BY A LICENSED FLORIDA SURVEYOR, ALONG WITH PRINTS OF "AS–BUILT WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR. (No. OF PRINTS: 3–FOR WATER, 4–FOR GRAVITY SEWER AND 5–FOR FORCE MAIN OR PUMP STATION PROJECTS). THE DEPARTMENT RESERVES THE RIGHT TO REQUIRE SUBMITTAL ON ELECTRONIC MEDIA IN ACCORDANCE WITH SEC. 01775 "MAGNETIC MEDIA SUBMITTAL".
   f. H.R.S. LETTER OF RELEASE REQUIRED FOR All WATER PROJECTS.
   g. Bill OF SALE SKETCH (8 1/2"x11") FOR WATER AND SEWER, SEPARATELY.

11. All NEW CONNECTIONS FROM EXISTING DEPARTMENT MAINS TO BE MADE BY DEPARTMENT FORCES ONLY. THE CONTRACTOR TO EXCAVATE AT REQUIRED LOCATIONS, PROVIDE AND INSTALL MATERIAL WITH FITTINGS, PRIOR TO TAP.

12. AN APPROVED PAVING AND DRAINAGE PLAN MUST BE SUBMITTED TO MDWASD FOR All NEW SUBDIVISIONS PRIOR TO APPROVAL OF WATER AND SEWER PERMIT PLANS, UPON REQUEST.

13. UNLESS OTHERWISE SPECIFIED, All TAPS 20 INCHES AND SMALLER FOR CONNECTIONS TO EXISTING MAINS Will BE DONE BY DEPARTMENT FORCES. UNDER NO CIRCUMSTANCES Will THE CONTRACTOR BE PERMITTED TO TAP EXISTING MAINS IN THE SIZE RANGE SPECIFIED ABOVE. THE TAPPING SLEEVE AND TAPPING VALVE ARE FURNISHED AND INSTALLED BY THE CONTRACTOR UNDER THE SUPERVISION OF THE INSPECTOR.

"AS-BUILT" REQUIREMENTS FOR WATER AND SEWER CONSTRUCTION (GS 0.5- SHEET 2 OF 2)

1. AT THE COMPLETION OF ANY WATER AND SEWER JOB, EITHER DONATION OR CONTRACT, THE CONTRACTOR SHALL SUBMIT:

a. AS–BUILT PRINTS WHICH HAVE BEEN SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. (QTY. OF PRINTS, AS REQUIRED BY THE DEPARTMENT.)

2. "AS–BUILT" FORMAT:

a. 24"x36" PRINTS
b. LOCATION MAP SCALE SHOULD BE 1"=300' AND SECTION –TOWNSHIP–RANGE SHOULD BE SHOWN.
c. THE WORD "AS–BUILT" IN LARGE LETTERS.
d. TITLE BLOCK WITH DEPARTMENT DS, DW OR ER NUMBER AND PERTINENT INFORMATION.
e. PREFERRED SCALE TO BE I"= 40' HORIZONTALLY AND I"= 4' VERTICALLY*.
f. STREET NOMENCLATURE.
g. SEPARATE AS–BUILTS FOR WATER AND SEWER.
h. SEPARATE WATER AND SEWER PROFILE.
i. STATIONING STARTING WITH 0+00 AT PERMANENT REFERENCE POINT (I.E., CL,SL , ETC.) OR AS SHOWN ON DESIGN PERMIT PLANS, AND TO RUN CONTINUOUSLY TO END OF MAIN.
j. EASEMENTS, IF ANY, TIED TO PERMANENT REFERENCE POINT.
k. IDENTIFY ALL CONTROL LINES (I.E. BLDG. LINE, PROPERTY LINE, R/W, ETC).
l. ALL "PROPOSED" INFORMATION TO BE REMOVED FROM PRINTS, LEAVING ONLY "AS–BUILT" INFORMATION REFLECTED IN DRAWINGS.

3. WATER "AS–BUILTS" MUST INCLUDE:

a. PLANS SHOWING PIPE SIZE, MATERIAL AND OFFSET OF MAIN, DEFLECTIONS (IF ANY), STATION OF SERVICES, HYDRANTS AND FITTINGS AT THE MAINLINE (IF PERPENDICULAR TO IT), AND AT MAIN AND END OF SERVICES IF ANY, OTHER ANGLE, AND DEFLECTION OF PIPE, IF ANY.
b. PROFILE SHOWING TOP OF GROUND AND TOP OF PIPE ELEVATIONS AT EVERY 100' STATION AND AT ANY CHANGE IN GRADE (WITH CORRESPONDING STATION), PIPE SIZE AND PIPE MATERIALS REFERENCED TO PLAN.

4. SEWER "AS–BUILTS" MUST INCLUDE:

a. PLAN SHOWING MANHOLE NUMBER, PIPE SIZE AND PIPE MATERIAL OF PIPE, DEFLECTION, IF ANY (FORCE MAIN ONLY), AND LOCATION OF LATERALS WITH REFERENCE TO MANHOLE.
b. PROFILE SHOWING MANHOLE NUMBER (AS PER PLAN), RIM AND INVERT ELEVATIONS (IF MORE THAN ONE INVERT, LABEL NORTH, SOUTH , ETC), AND STATION STARTING AT EACH 0+00 AT DOWNSTREAM MANHOLE.

5. FORCE MAIN "AS–BUILT" SAME AS WATER MAIN ABOVE.
6. EACH AS–BUILT SHALL SHOW THE FLORIDA STATE PLANE COORDINATES (CURRENT READJUSTMENT) OF ALL THE MANHOLES AND VALVES AND OF AT LEAST TWO HORIZONTAL CONTROL POINTS PROPERLY IDENTIFIED AND LOCATED WITHIN THE PROJECT. OTHER SCALE MAY BE PERMITTED, BUT MUST BE APPROVED BY THE DEPA OF DRAWINGS.

RER-DERM WATER-SEWER GENERAL NOTES

1. A horizontal distance of at least 6 feet, and preferably 10 feet (outside to outside), shall be maintained between gravity or pressure sewer pipes and water pipes. The minimum horizontal separation can be reduced to 3 feet for vacuum-type sewers or for gravity sewers where the top of the sewer pipe is at least 6 inches below the bottom of the water pipe. When the above specified horizontal distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if one of the following is met:
   a) The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
   b) The sewer is encased in a watertight carrier pipe or concrete.
   c) The top of the sewer is at least 18 inches below the bottom of the water pipe.

2. A vertical distance of at least 12 inches (outside to outside) shall be maintained between any water and sewer mains with sewer pipes preferably crossing under water mains. The minimum vertical separation can be reduced to 6 inches for vacuum-type sewers or for gravity sewers where the sewer pipe is below the water main. The crossing shall be arranged so that all water main joints are at least 6 feet from all joints in gravity and pressure sewer pipes. This distance can be reduced to 3 feet for vacuum-type sewers. When the above specified vertical distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if one of the following is met:
   a) The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
   b) The sewer is encased in a watertight carrier pipe or concrete.

3. Air release valves shall be provided at high points of new force main sanitary sewers.

4. Gravity sanitary sewers constructed within a public wellfield protection area shall be C-900 PVC or Ductile Iron Pipe. The maximum allowable exfiltration rate of gravity sanitary sewers constructed in a public wellfield protection area shall be:
   a) Residential Land Uses. Fifty (50) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe.
   b) Non-Residential Land Uses. Twenty (20) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe.
   c) Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.

5. The maximum allowable exfiltration rate of gravity sanitary sewers constructed outside a public wellfield protection area shall be one hundred (100) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe. Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.

6. Forcemain sanitary sewers constructed within a public wellfield protection area shall be ductile iron, C-900 PVC, HDPE or reinforced concrete pressure sewer pipes.

7. The maximum allowable exfiltration/leakage rate of forcemain sanitary sewers shall be:
   a) Ductile Iron, C-900 PVC, HDPE and PVC Pipe. The allowable leakage rate specified in American Water Works Association Standard (AWWAS) C600-82 at a test pressure of 100 psi for a duration of not less than two (2) hours.
   b) Reinforced Concrete Pressure Pipe. Half (1/2) the allowable leakage rate specified in AWWA C600-82 at a test pressure of 100 psi for a duration of not less than two (2) hours.
   c) Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.

8. The contractor shall verify nature, depth, and character of existing underground utilities prior to start of construction.

9. In no case shall a contractor install utility pipes, conduits, cables, etc. in the same trench above an existing water or sewer pipe except where they cross.

10. If any area of the work site is found to contain buried solid waste and/or ground or ground water contamination, the following shall apply:
    a) All work in the area shall follow all applicable safety requirements (e.g., OSHA, etc.) and notification must be provided to the appropriate agencies.
    b) Immediately notify the Environmental Monitoring and Restoration Division (EMRD). The EMRD can be contacted at (305) 372-6700.
    c) If contaminated soils and/or buried solid waste material is excavated during construction, then they require proper handling and disposal in accordance with the local, state and federal regulations. Be advised that the landfill owner/operator is the final authority on disposal and may have requirements beyond those provided by herein. If disposal within a Miami-Dade County owned landfill (Class I landfill) is appropriate and selected, please contact the Miami-Dade County Department of Solid Waste Management at (305) 594-6666 for information.
    d) The reuse of contaminated soils that are not returned to the original excavation requires prior approval of a Soil Management Plan from the Environmental Monitoring and Restoration Division. The EMRD can be contacted at (305) 372-6700.

11. Pumps must comply with the National Electrical Code (NEC) requirements for Class I, Group D, Division 1 locations (Explosion Proof).

12. The contractor is advised that a Tree Removal/Relocation Permit may be required prior to the removal and/or relocation of tree resources. Prior to removing or relocating any trees, the Contractor shall notify the Tree and Forest Resources Section of DERM at (305) 372-6574 or via e-mail at: tfrs@miamidade.gov , or contact the municipality with tree ordinance jurisdiction to obtain any required permits. Those trees not interfering with the construction shall be protected in place in accordance with the provisions of Section 24-49.5 of the Miami-Dade Code.

13. Please note that the demolition, removal, and/or disturbance of existing underground utilities that contain asbestos- cement pipes (ACP) are subject to the provisions of 40 CFR-61 Subpart M. Therefore, pursuant to the provisions of 40 CFR-61-145, a NOTICE OF DEMOLITION OR ASBESTOS RENOVATION form must be filed with the Air Quality Management Division (AQMD) of DERM, at least ten (10) working days prior to starting of any work. Note that the backfilling and burial of crushed ACP would cause these locations to be considered active disposal sites and subject to 40 CFR-61.154, and 40 CFR-61.151 a year after project completion.
    Existing standard operating procedures, as well as applicable federal, state and local regulatory criteria, must be followed and implemented to minimize any potential release of fugitive emissions, especially during project construction activities. The AQMD can be contacted via email at asbestos@miamidade.gov or 305-372-6925.

Rev. 4/30/2018

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FOR ALL PROJECT WHERE REMOVAL OF UTILITY LINES IS PROPOSED

1– ALL EXISTING UTILITIES BEING REMOVED AND/OR RELOCATED MUST REMAIN IN EFFECT AND IN SERVICE, UNTIL SUCH TIME WHEN PROPOSED REPLACING UTILITIES HAVE BEEN INSTALLED AND IN SERVICE AND ALL RELATED SERVICES TO THE FIRST LINES HAVE BEEN TRANSFERRED TO THE LATTER ONES, BY M–DWASD FORCES AT OWNERS EXPENSES.

2– ALL ABANDONED OR REPLACED UTILITY LINES LOCATED IN PRIVATE PROPERTY SHALL BE REMOVED AND CAPPED AT MAIN, WHEN APPLICABLE, AFTER ALL INSTALLED SERVICES TO OR FROM THEM HAVE BEEN TRANSFERRED TO THE ALREADY INSTALLED AND IN SERVICE PROPOSED UTILITY LINES, ANY RELATED EASEMENT SHALL BE RELEASED AND VACATED AFTER REMOVAL OF LINES AND RESTORATIONS OF SITE, IF APPLICABLE, HAVE BEEN COMPLETED.

RUBEL SIDDIQUE, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 67239

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SSN ENGINEERING

PROJECT NO.
202201004

CITY OF OPA-LOCKA
LIFT STATION 16 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

GENERAL NOTES

RUBEL SIDDIQUE, P.E.
FL LICENSE NO. 67239

RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWN BY: RS
CHECKED BY: RS
DATE: 09-05-2022
SHEET NO.
C-200

1. ALL MATERIALS AND CONSTRUCTION UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF OPA-LOCKA AND/OR MIAMI-DADE COUNTY WATER & SEWER DEPARTMENT (MD-WASD) AND/OR MIAMI DADE COUNTY PUBLIC WORKS DEPARTMENT (MD-PWD) AND/ OR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT.

2. MINIMUM COVER OVER MAINS SHALL BE 3'-0". 2'-0" FOR SERVICE LINES, UNLESS SPECIFIC WRITTEN EXCEPTION IS ISSUED OR REQUIRED BY AN AUTHORIZED REPRESENTATIVE OF CITY OF OPA-LOCKA.

3. DETECTOR TAPE SHALL BE INSTALLED 18" ABOVE THE CENTERLINE OF MAINS AND SERVICES. TAPES SHALL BE GREEN CONTINUOUSLY MARKED "CAUTION WASTEWATER FORCE MAIN BURIED BELOW".

4. ALL VALVES SHALL BE INSTALLED COMPLETE WITH 10" RISER PIPES AND No. 53 C.I. VALVE BOXES AND LIDS.

5. LOW PRESSURE SEWER MAIN SHALL BE HDPE SDR-11. SERVICE LINES SHALL BE HDPE SDR-9.

6. ALL JOINTS FOR LOW PRESSURE HDPE MAIN SHALL BE BUTT-FUSION WELDED. ALL WELDING OF JOINTS SHALL BE IN STRICT CONFORMITY WITH THE RECOMMENDATIONS OF THE PIPE MANUFACTURER UNLESS OTHERWISE SPECIFIED IN WRITING.

7. CONTRACTOR MUST CALL THE CITY OF OPA-LOCKA INSPECTION DIVISION AND ALL OTHER APPLICABLE PERMITTING AGENCIES TO ARRANGE FOR A PRE-CONSTRUCTION MEETING AT LEAST 72 HOURS PRIOR TO PROPOSED START OF CONSTRUCTION.

8. CITY OF OPA-LOCKA PERSONNEL WILL INSPECT ALL FACILITIES APPROVED BY THE ENGINEERING DEPARTMENT. ALL OTHER REQUIREMENTS OF THE PERMITTING AGENCY SHALL BE IN ACCORDANCE WITH THEIR STANDARDS AND REQUIREMENTS.

9. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE SYSTEM BY THE DEPARTMENT AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY CITY OF OPA-LOCKA:

*EASEMENTS, IF REQUIRED (WHETHER BY DEED OR PLAT SUITABLY RECORDED)
* CONTRACTOR'S WAIVER AND RELEASE OF LIEN
* CONTRACTOR'S LETTER OF WARRANTY (I.E. LETTER AGREEMENT)
* AS-BUILT 24" x 36" SHOWING SPECIFIC LOCATIONS, DEPTHS, ETC. OF ALL WATER FACILITIES AS LOCATED BY A LICENSED SURVEYOR, ALONG WITH TWO (2) PRINTS OF THE "AS-BUILT" WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR OR ENGINEER OF RECORD AND ENDORSED BY THE CONTRACTOR IN ACCORDANCE WITH MD-WSD STANDARDS.

10. ALL NEW CONNECTIONS FROM EXISTING CITY OF OPA-LOCKA MAINS TO BE INSPECTED BY CITY OF OPA-LOCKA FORCES PRIOR TO BACKFILL.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL LOCATIONS, DIMENSIONS, ELEVATIONS AND THE LOCATIONS OF ALL UNDERGROUND STRUCTURES AND UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE LOCATIONS SHOWN ON THE PLANS ARE NOT GUARANTEED ACCURATE OR CORRECT BY THE KNOWN UTILITY COMPANIES.

12. THRUST BLOCKS SHALL BE PROVIDED TO ALL BENDS, TEES AND PLUGS IN ACCORDANCE WITH MD-WASD STANDARD DETAILS.

13. PIPE INSTALLATION, CLEANING, FLUSHING, AND TESTING, AS PER CITY OF OPA-LOCKA AND STATE OF FLORIDA STANDARDS FOR THE INSTALLATION OF PRESSURE SEWER BY CUSTOMER DONATION PROJECTS.

14. THE CONTRACTOR IS RESPONSIBLE FOR THE COST OF INSPECTIONS FOR ANY CONSTRUCTION ACTIVITIES OCCURRING OUTSIDE NORMAL WORKING HOURS (8:00 a.m. TO 5:00 p.m.) SATURDAYS AND SUNDAYS AND HOLIDAYS EXCLUDED AND ARRANGEMENTS FOR INSPECTIONS OUTSIDE NORMAL WORKING HOURS MUST BE MADE A MINIMUM OF 48 HOURS IN ADVANCE OF THE CONSTRUCTION ACTIVITY.

15. ALL TRENCHES TO BE EXCAVATED AND BACKFILLED AS PER THE MD-WASD DETAIL GS-1.9.

16. SURFACE RESTORATION, PAVEMENT REPLACEMENT, SIDEWALK REPLACEMENT, TRENCH BACKFILLING AND COMPACTION SHALL COMPLY WITH THE APPLICABLE CURRENT MD-WASD, MD-PWD AND FDOT STANDARDS.

17. THE ENGINEER OF RECORD SHALL PROVIDE CITY OF OPA-LOCKA WITH A SIGNED AND SEALED PRESSURE TEST REPORT CERTIFYING PRESSURE TEST RESULTS.

18. FIELD LEAK TESTING OF POLYETHYLENE (PE) PRESSURE PIPING SYSTEMS USING HYDROSTATIC PRESSURE SHALL BE CONDUCTED BY THE CONTRACTOR FOLLOWING METHODS AND PROCEDURES NOTED ASTM DESIGNATION: F2164-13

19. A HORIZONTAL DISTANCE OF 10 FEET SHALL BE MAINTAINED BETWEEN WATER AND SEWER MAINS. WHEN A 10 FEET HORIZONTAL DISTANCE CRITERIA CANNOT BE MET DUE TO AN EXISTING UNDERGROUND FACILITY CONFLICT, THIS HORIZONTAL DISTANCE MAY BE REDUCED TO 6 FEET. IF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF A GRAVITY SANITARY SEWER, THIS HORIZONTAL DISTANCE MAY BE REDUCED TO 3 FEET.

20. IN HIGHLY CONGESTED AREAS, WHERE EITHER WATER OR SEWER FACILITIES ARE EXISTING AND THE SEPARATION REQUIREMENTS CANNOT BE MET, SPECIAL CONSIDERATION MAY BE GIVEN SUBJECT TO A COMPLETE EVALUATION OF EXISTING AND PROPOSED CONDITIONS.

21. THE CONTRACTOR SHALL VERIFY NATURE, DEPTH, CHARACTER OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.

22.TRENCH EXCAVATION PROTECTION SHALL BE ACCOMPLISHED AS REQUIRED BY THE PROVISIONS OF PART 1926, SUBPART P, EXCAVATIONS, TRENCHING AND SHORING OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATIONS STANDARDS AND INTERPRETATIONS.

23. ALL ABOVE GROUND PIPE & FITTING, VALVE BOXES, AIR RELEASE VALVE COVERS AND ANY OTHER MARKING DEVICE, SHALL BE COLOR CODED IN ACCORDANCE WITH THE UTILITY LOCATION & COORDINATION COUNCIL UNIFORM COLOR CODE AS SHOWN IN MIAMI-DADE COUNTY WATER & SEWER DEPARTMENT (MD-WASD).

NOTES FOR CONTAMINATED SITES

IF ANY AREA OF THE WORK SITE IS FOUND TO CONTAIN BURIED SOLID WASTE AND/OR GROUND OR GROUND WATER CONTAMINATION, THE FOLLOWING SHALL APPLY:

1. ALL WORK IN THE AREA SHALL FOLLOW ALL APPLICABLE SAFETY REQUIREMENTS (E.G., OSHA, ETC.) AND NOTIFICATION MUST BE PROVIDED TO THE APPROPRIATE AGENCIES.

2. IMMEDIATELY NOTIFY THE ENVIRONMENTAL MONITORING AND RESTORATION DIVISION (EMRD). THE EMRD CAN BE CONTACTE AT (305) 372-6700.

3. IF CONTAMINATED SOILS AND/OR BURIED SOLID WASTE MATERIAL IS EXCAVATED DURING CONSTRUCTION, THEN THEY REQUIRE PROPER HANDLING AND DISPOSAL IN ACCORDANCE WITH THE LOCAL, STATE AND FEDERAL REGULATIONS. BE ADVISED THAT THE LANDFILL OWNER/OPERATOR IS THE FINAL AUTHORITY ON DISPOSAL AND MAY HAVE REQUIREMENTS BEYOND THOSE PROVIDED BY HEREIN. IF DISPOSAL WITHIN A MIAMI-DADE COUNTY OWNED LANDFILL (CLASS I LANDFILL) IS APPROPRIATE AND SELECTED, PLEASE CONTACT THE MIAMI-DADE COUNTY DEPARTMENT OF PUBLIC WORKS AND WASTE MANAGEMENT AT (305) 594-1670 FOR INFORMATION.

4. THE REUSE OF CONTAMINATED SOILS IS PROHIBITED WITHOUT PRIOR APPROVAL FROM THE ENVIRONMENTAL MONITORING AND RESTORATION DIVISION. THE EMRD CAN BE CONTACTED AT (305) 372-6700.

5. A SUBSURFACE INVESTIGATION WAS CONDUCTED BY ENVIRONMENTAL REGULATORY COMPLIANCE, INC. (ERC) DATE MARCH 2022. THE REPORT STATED THAT THE PRESENCE OF SOLID WASTE MIXED WITH OTHER MATERIAL (CARBONATE AND SILICA SAND, LIMEROCK, AND ORGANIC MATERIAL) WILL NOT SUBSIDE BY THE INSTALLATION OF THE 2 INCH SEWER LINE.

DESIGN APPROACH

1. A SUBSURFACE INVESTIGATION WAS CONDUCTED BY ENVIRONMENTAL REGULATORY COMPLIANCE, INC. (ERC) DATE MARCH 2022. THE REPORT STATED THAT THE PRESENCE OF SOLID WASTE MIXED WITH OTHER MATERIAL (CARBONATE AND SILICA SAND, LIMEROCK, AND ORGANIC MATERIAL) WILL NOT SUBSIDE BY THE INSTALLATION OF THE 2 INCH SEWER LINE.

2. DUE THE UNDERLYING SOIL CONDITION OF THE SITE, HDPE PIPE WAS USED TO ADDRESS ANY CONTAMINATION ISSUES. ACCORDING TO THE PIPE MANUFACTURER, POLYETHYLENE IS NON-CONDUCTIVE AND IMMUNE TO GALVANIC AND ELECTROCHEMICAL EFFECTS. THUS POLYETHYLENE WILL NOT CORRODE IN THE MANNER OF METAL AND CONCRETE PIPING. PERFORMANCE POLYETHYLENE PIPES HAVE OUTSTANDING RESISTANCE TO A WIDE RANGE OF CHEMICALS AND ENVIRONMENTAL CONDITIONS, MAKING THEM IDEAL CANDIDATES FOR USE WITH CORROSIVE FLUIDS AND CHEMICALS, AND UNDER HARSH ENVIRONMENTAL CONDITIONS.

3. ALL THE JOINT IN THE HDPE PIPES WILL BE FUSED JOINT, THERFORE NO POSSIBILITY OF JOINT LEAKING.

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SSN ENGINEERING

PROJECT NO.
202201004

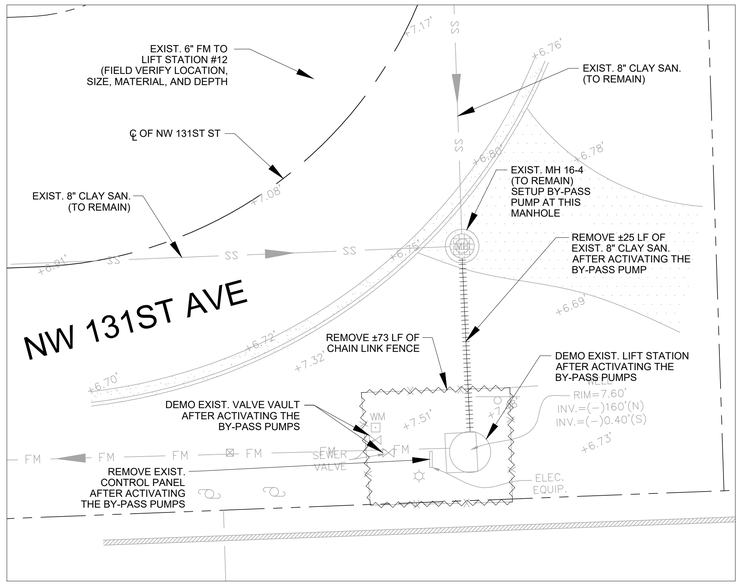
CITY OF OPA-LOCKA
LIFT STATION 16 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

GENERAL NOTES

RUBEL SIDDIQUE, P.E.
FL LICENSE NO. 67239

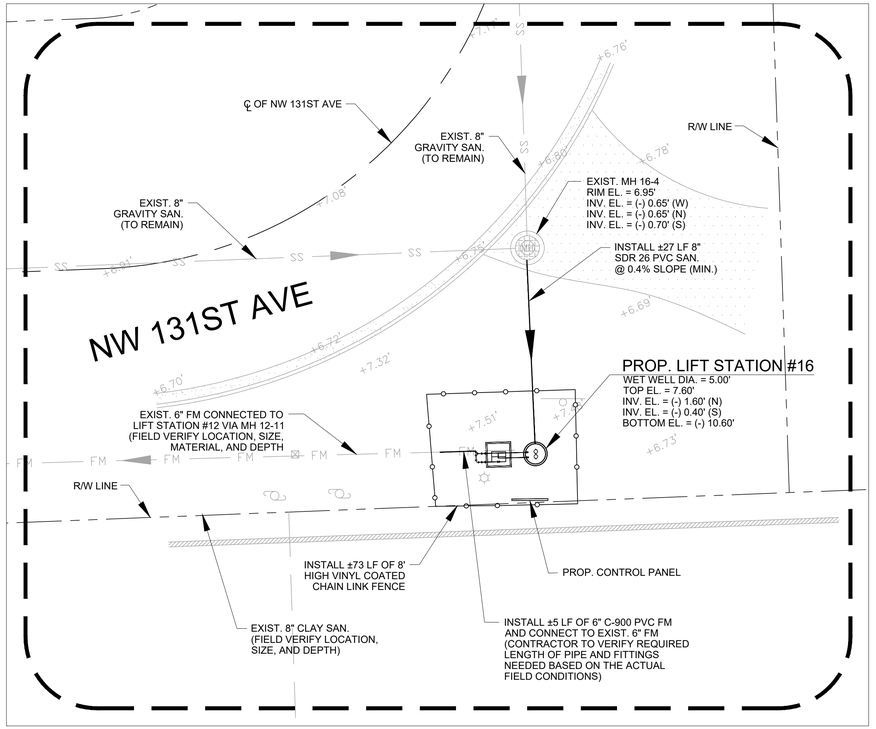
RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWN BY: RS
CHECKED BY: RS
DATE: 09-05-2022
SHEET NO.
C-201



SITE DEMOLITION PLAN

1" = 10'

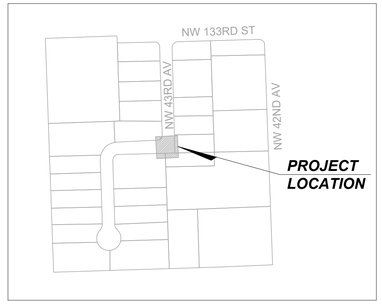


ENLARGED VIEW

1" = 10'

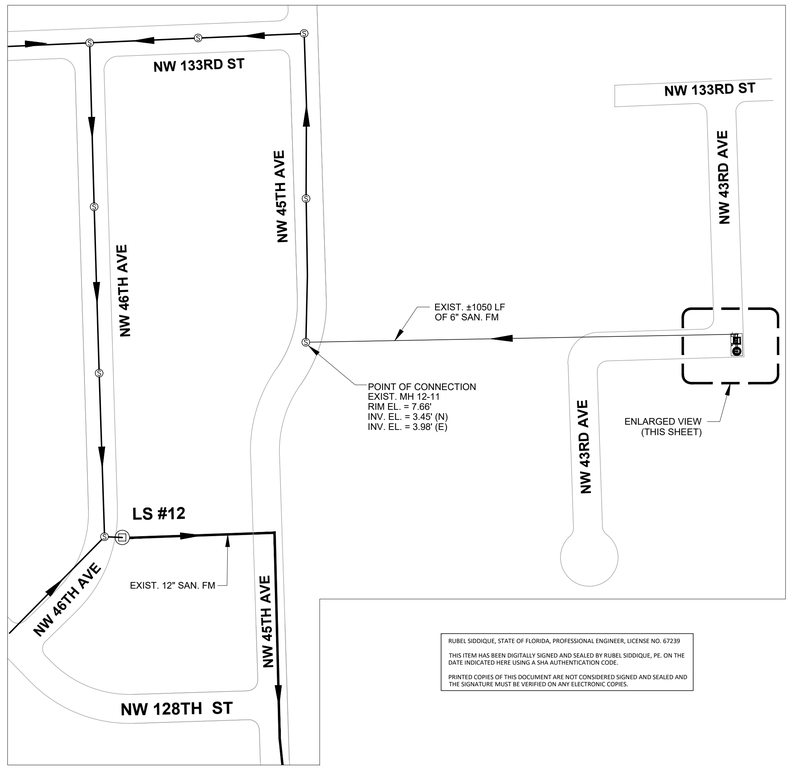


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LOCATION MAP

N.T.S.



OVERALL VIEW OF POINT OF CONNECTION

N.T.S.

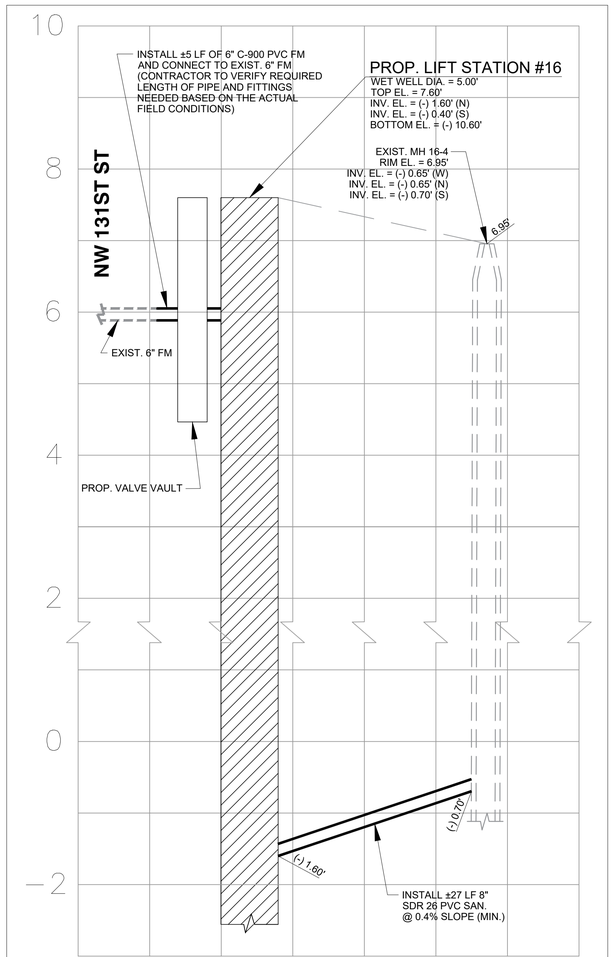
LEGEND

- R/W LINE OR PROPERTY LINE
- BUILDING OUTLINE
- SD — EXISTING STORM PIPE
- WM — EXISTING WATER PIPE
- SS — EXISTING SAN. SEWER PIPE
- EXISTING SAN. SEWER MANHOLE
- 7.31 — EXISTING GRADE ELEVATION
- PROPOSED FORCE MAIN
- EXISTING FIRE HYDRANT

NOTE :
ALL ELEVATIONS REFER TO N.G.V.D. 1929.

GENERAL NOTES:

1. CONTRACTOR SHALL MAINTAIN FUNCTION OF SEWAGE PUMPING DURING CONSTRUCTION BY UTILIZING BY-PASS PUMPING SYSTEM, FITTINGS AND VALVES AS REQUIRED. CONTRACTOR SHALL SUBMIT A PLAN OUTLINING SEWAGE "BY-PASS" PROCEDURE TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCING WORK.
2. THE EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE CITY OF OPA-LOCKA WATER AND SEWER ATLAS, SURVEY AND SITE VISIT. CONTRACTOR MUST VERIFY SIZE, LOCATION, AND INVERTS OF ALL UTILITIES PRIOR TO COMMENCING WORK.
3. CONTRACTOR SHALL PERFORM ALL WORK WITHIN LEGAL PROPERTY AND EASEMENT, AND SHALL NOT DISTURB ADJACENT PROPERTY.
4. CONTRACTOR SHALL VERIFY EXISTING PIPING TO REMAIN BEFORE ORDERING PROPOSED PIPING/FITTINGS CONNECTING TO IT.
5. CARE SHOULD BE TAKEN TO AVOID DISTURBING ELECTRICAL SERVICE IN THE AREA UNDER CONSTRUCTION.
6. CONTRACTOR SHALL INCLUDE NECESSARY CUTTING, PATCHING, AND RESTORATION OF ALL EXISTING SURFACES TO MATCH SURROUNDING AREAS.
7. CONTRACTOR TO COAT ALL UNDERGROUND FITTINGS THOSE ARE IN DIRECT CONTACT WITH SOIL WITH TWO COATS OF BITUMASTIC OR APPROVED EQUAL.
8. ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929).



SEWER FORCE MAIN PROFILE

SCALE: 1" = 10' HOR.
1" = 2' VER.

RUBEL SIDDIQUE, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 67239

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NORTH MIAMI BEACH, FL 33181
PH (954) 944-3272
FBPE NO. CA00029695
WWW.SSNENGINEERING.COM

SSN ENGINEERING

PROJECT NO.
202201004

CITY OF OPA-LOCKA
LIFT STATION 16 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

SANITARY SEWER PLAN AND PROFILE

RUBEL SIDDIQUE, P.E.
FL LICENSE NO. 67239

RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWN BY:	RS
CHECKED BY:	RS
DATE:	09-05-2022
SHEET NO.	C-300

1. ALL MATERIALS AND LABOR UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT. SUBMIT SHOP DRAWINGS FOR ALL MATERIALS.
2. COVER OVER WATER OR SEWER FORCE MAINS SHALL BE 4'-0" MIN.
3. ALL MAIN LINE VALVES SHALL BE INSTALLED COMPLETE WITH 10" RISER PIPES AND NO. 3 OR 53 VALVE BOXES. FIRE HYDRANTS AND SERVICE VALVES SHALL BE INSTALLED COMPLETE WITH 6" RISER PIPES AND NO. 2 VALVE BOXES.
4. ALL FORCE MAIN SERVICE CONNECTIONS INTO PRESSURE TRANSMISSION MAINS SHALL HAVE A SHUT OFF VALVE AND CHECK VALVE AT THE POINT OF ENTRY.
5. ALL GRAVITY SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DEPARTMENT STANDARDS.
6. ALL WATER METERS WILL BE INSTALLED BY THE MIAMI-DADE WATER AND SEWER DEPARTMENT PROVIDING THE APPROPRIATE CHARGES HAVE BEEN PREPAID.
7. FIRE HYDRANT REQUIREMENTS (NUMBER AND LOCATION) SHALL BE AS REQUIRED BY THE MIAMI-DADE COUNTY FIRE DEPARTMENT OR THE APPROPRIATE FIRE AGENCY WITH INSTALLATION IN ACCORDANCE WITH DEPARTMENT STANDARDS.
8. CONTRACTOR MUST CALL M-DWASD INSPECTION DIVISION TO ARRANGE FOR A PRECONSTRUCTION MEETING 2 FULL BUSINESS DAYS PRIOR TO PROPOSED START OF CONSTRUCTION. CONTACT ONE CALL CENTER 48 HRS PRIOR TO EXCAVATION.
9. CONTRACT INSPECTOR WILL INSPECT ANY FACILITIES APPROVED BY THE DEPARTMENT. ALL OTHER REQUIREMENTS OF THE PERMITTING AGENCY SHALL BE IN ACCORDANCE WITH THEIR STANDARDS AND REQUIREMENTS.
10. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE SYSTEM BY THE DEPARTMENT AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY THE DEPARTMENT.
    a. EASEMENTS, IF REQUIRED.
    b. CONTRACTOR'S WAIVER AND RELEASE OF LIEN.
    c. ABSOLUTE BILL OF SALE.
    d. i. CONTRACTOR'S LETTER OF WARRANTY (I.E., LETTER AGREEMENT).
       ii. DEVELOPER'S CONTRACT BOND (I.E., CONTRACT AGREEMENT).
    e. "AS-BUILT" PRINTS 24"x36" SHOWING SPECIFIC LOCATIONS, DEPTH, ETC. OF ALL WATER AND SEWER FACILITIES AS LOCATED BY A LICENSED FLORIDA SURVEYOR, ALONG WITH PRINTS OF "AS-BUILT" WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR. (No. OF PRINTS: 3-FOR WATER, 4-FOR GRAVITY SEWER AND 5-FOR FORCE MAIN OR PUMP STATION PROJECTS). THE DEPARTMENT RESERVES THE RIGHT TO REQUIRE SUBMITTAL ON ELECTRONIC MEDIA IN ACCORDANCE WITH SEC. 01775 "MAGNETIC MEDIA SUBMITTAL".
    f. H.R.S. LETTER OF RELEASE REQUIRED FOR ALL WATER PROJECTS.
    g. BILL OF SALE SKETCH (8½"x11") FOR WATER AND SEWER, SEPARATELY.
11. ALL NEW CONNECTIONS FROM EXISTING DEPARTMENT MAINS TO BE MADE BY DEPARTMENT FORCES ONLY. THE CONTRACTOR TO EXCAVATE AT REQUIRED LOCATIONS, PROVIDE AND INSTALL MATERIAL WITH FITTINGS, PRIOR TO TAP.
12. AN APPROVED PAVING AND DRAINAGE PLAN MUST BE SUBMITTED TO MDWASD FOR ALL NEW SUBDIVISIONS PRIOR TO APPROVAL OF WATER AND SEWER PERMIT PLANS, UPON REQUEST.
13. UNLESS OTHERWISE SPECIFIED, ALL TAPS 20 INCHES AND SMALLER FOR CONNECTIONS TO EXISTING MAINS WILL BE DONE BY DEPARTMENT FORCES. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE PERMITTED TO TAP EXISTING MAINS IN THE SIZE RANGE SPECIFIED ABOVE. THE TAPPING SLEEVE AND TAPPING VALVE ARE FURNISHED AND INSTALLED BY THE CONTRACTOR UNDER THE SUPERVISION OF THE INSPECTOR.

ITEM	CROSS REF.	SPEC. REF.

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
03/01/2010	V.F.C.

STANDARD DETAIL
STANDARD REQUIREMENTS WATER AND SEWER CONSTRUCTION

GS 0.5 SHEET 1 OF 2

1. AT THE COMPLETION OF ANY WATER AND SEWER JOB, EITHER DONATION OR CONTRACT, THE CONTRACTOR SHALL SUBMIT:
    a. AS-BUILT PRINTS WHICH HAVE BEEN SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. (QTY. OF PRINTS, AS REQUIRED BY THE DEPARTMENT.)
2. "AS-BUILT" FORMAT:
    a. 24"x36" PRINTS
    b. LOCATION MAP SCALE SHOULD BE 1"=300' AND SECTION-TOWNSHIP-RANGE SHOULD BE SHOWN.
    c. THE WORD "AS-BUILT" IN LARGE LETTERS.
    d. TITLE BLOCK WITH DEPARTMENT DS, DW OR ER NUMBER AND PERTINENT INFORMATION.
    e. PREFERRED SCALE TO BE 1"= 40' HORIZONTALLY AND 1"= 4' VERTICALLY*.
    f. STREET NOMENCLATURE.
    g. SEPARATE AS-BUILTS FOR WATER AND SEWER.
    h. SEPARATE WATER AND SEWER PROFILE.
    i. STATIONING STARTING WITH 0+00 AT PERMANENT REFERENCE POINT (I.E., Ø, Ø, ETC.) OR AS SHOWN ON DESIGN PERMIT PLANS, AND TO RUN CONTINUOUSLY TO END OF MAIN.
    j. EASEMENTS, IF ANY, TIED TO PERMANENT REFERENCE POINT.
    k. IDENTITY ALL CONTROL LINES (I.E. BLDG. LINE, PROPERTY LINE, R/W, ETC).
    l. ALL "PROPOSED" INFORMATION TO BE REMOVED FROM PRINTS, LEAVING ONLY "AS-BUILT" INFORMATION REFLECTED IN DRAWINGS.
3. WATER "AS-BUILTS" MUST INCLUDE:
    a. PLANS SHOWING PIPE SIZE, MATERIAL AND OFFSET OF MAIN, DEFLECTIONS (IF ANY), STATION OF SERVICES, HYDRANTS AND FITTINGS AT THE MAINLINE (IF PERPENDICULAR TO IT), AND AT MAIN AND END OF SERVICES IF ANY, OTHER ANGLE, AND DEFLECTION OF PIPE, IF ANY.
    b. PROFILE SHOWING TOP OF GROUND AND TOP OF PIPE ELEVATIONS AT EVERY 100' STATION AND AT ANY CHANGE IN GRADE (WITH CORRESPONDING STATION), PIPE SIZE AND PIPE MATERIALS REFERENCED TO PLAN.
4. SEWER "AS-BUILTS" MUST INCLUDE:
    a. PLAN SHOWING MANHOLE NUMBER, PIPE SIZE AND PIPE MATERIAL OF PIPE, DEFLECTION, IF ANY (FORCE MAIN ONLY), AND LOCATION OF LATERALS WITH REFERENCE TO MANHOLE.
    b. PROFILE SHOWING MANHOLE (AS PER PLAN), RIM AND INVERT ELEVATIONS (IF MORE THAN ONE INVERT, LABEL NORTH, SOUTH , ETC), AND STATION STARTING AT EACH 0+00 AT DOWNSTREAM MANHOLE.
5. FORCE MAIN "AS-BUILT" SAME AS WATER MAIN ABOVE.
6. EACH AS-BUILT SHALL SHOW THE FLORIDA STATE PLANE COORDINATES (CURRENT READJUSTMENT) OF ALL THE MANHOLES AND VALVES AND OF AT LEAST TWO HORIZONTAL CONTROL POINTS PROPERLY IDENTIFIED AND LOCATED WITHIN THE PROJECT.

* OTHER SCALE MAY BE PERMITTED, BUT MUST BE APPROVED BY THE DEPT OF DRAWINGS.

ITEM	CROSS REF.	SPEC. REF.

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
03/11/2009	V.F.C.

STANDARD DETAIL
"AS-BUILT" REQUIREMENTS

GS 0.5 SHEET 2 OF 2

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)
STORM SEWER; SANITARY SEWER FORCE MAIN; RECLAIMED WATER (2)	Water Main — 3 ft. minimum	Water Main — 12 inches is the minimum, 24 inches preferred when 6 inches is the minimum and 12 inches is preferred	Maintain 3 ft. minimum — Water Main
VACUUM SANITARY SEWER	Water Main — 10 ft. preferred 3 ft. minimum	Water Main — 12 inches preferred 6 inches minimum	Maintain 3 ft. minimum — Water Main
GRAVITY OR PRESSURE; SANITARY SEWER FORCE MAIN; RECLAIMED WATER (4)	Water Main — 10 ft. preferred 6 ft. minimum (3)	Water Main — 24 inches is the minimum, 42 inches is the preferred, 5 inches is the minimum and 6 inches is preferred	Maintain 6 ft. minimum — Water Main
ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM	10 ft. minimum	-	-

NOTES
1. MAIN SHOULD BE ABOVE OTHER PIPE WHEN WATER MAIN MUST BE BELOW OTHER PIPE. THE MINIMUM SEPARATION IS 12 INCHES.
2. RECLAIMED WATER REGULATED UNDER PART III, OF CHAPTER 62-610, F.A.C.
3. 6 FEET MINIMUM SEPARATION REQUIRED FOR SEWAGE FORCE MAIN AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
4. RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

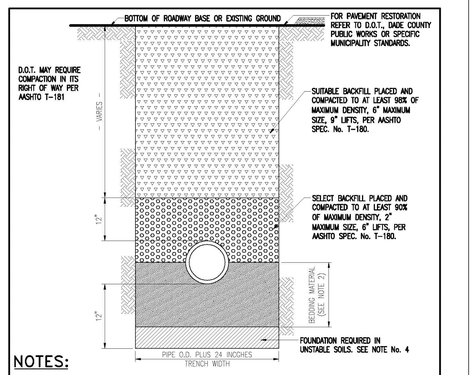
ITEM	CROSS REF.	SPEC. REF.

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
10/06/2008	V.F.C.

STANDARD DETAIL
WATER AND SEWER MAINS CROSSING

GS 1.5 SHEET 1 OF 1



NOTES:

1 FOR EXCAVATION AND BACKFILL AROUND MANHOLES, APPURTENANCES, OR IN WATER, REFER TO PROVISIONS WITHIN THE SPECIFICATIONS.

2 UNLESS OTHERWISE SPECIFIED, BEDDING MATERIAL SHALL CONSIST OF SELECT BACKFILL MATERIAL 2" MAX. SIZE, OR WASHED AND GRADED LIMEROCK (3/8"-3/8"), COMPACTED TO AT LEAST 90% OF MAX. DENSITY, 6" LIFTS, PER AASHTO SPEC. No. T-180.

3 WHERE REQUIRED, SHEETING AND SHORING SHALL BE IN ACCORDANCE WITH SPECIFICATIONS.

4 WHERE UNSTABLE SOILS ARE ENCOUNTERED, INCLUDING PEAT, MUCK OR OTHER ORGANIC SOILS, ELASTIC SILT AND CLAYS BELOW THE WATER TABLE, A FOUNDATION IS REQUIRED. COMPACTED TO AT LEAST 90% OF MAX. DENSITY, 6" LIFTS, PER AASHTO SPEC. NO. T-180. FOUNDATION MATERIAL SHALL BE SELECT BACKFILL MATERIAL, 2" MAXIMUM SIZE 6" LIFTS EXTEND EXCAVATION AT LEAST 2' DEEPER FOR FOUNDATION UNLESS SUITABLE MATERIAL IS FOUND AT A LESSER DEPTH, GREATER DEPTHS MAY BE REQUIRED FOR EXTREMELY POOR CONDITIONS.

5 POLYETHYLENE ENCASEMENT OF CAST IRON VALVES, PIPE AND FITTINGS, IF REQUIRED BY THE DEPARTMENT, SHALL BE PER ANSI/AWWA C105/A21.5, METHOD A, 8 OR C FOR TYPE I CLASS C TUBE, MIN. 8 MILS THK

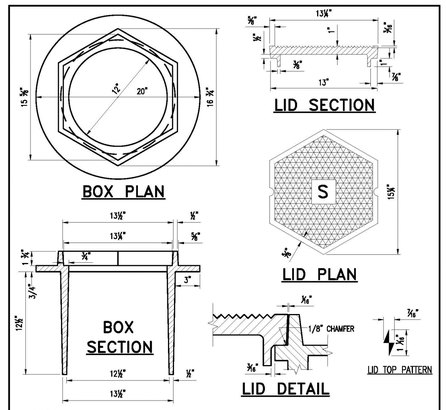
ITEM	CROSS REF.	SPEC. REF.

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
11/01/2006	V.F.F.

STANDARD DETAIL
TYPICAL TRENCH BACKFILL FOR D.I. WATER AND FORCE MAINS

GS 1.9 SHEET 1 OF 1



NOTES:

1. MACHINE FINISH BOTTOM OF COVER AND SEAT OF FRAME.
2. ALL DIMENSIONS ARE NET CASTING, NOT PATTERN.
3. FOUNDRY AND LOCATION SHALL BE CAST ON BOTTOM OF THE LID. (SEE WS 2.05)
4. MINIMUM WEIGHTS: RING: 134LBS COVER: 44LBS

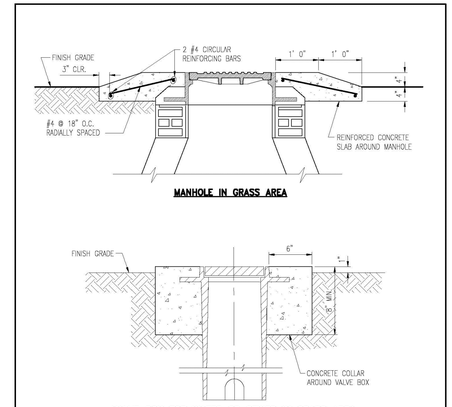
XXXXX ITEM	CROSS REF.	SPEC. REF.

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
06/25/2015	J.B.F.

STANDARD DETAIL
No. 53 C.I. VALVE BOX AND LID

SS 13.0 SHEET 1 OF 1



NOTES:
1. A "GRASS AREA" IS ANY AREA OTHER THAN PAVED SURFACE OR A SIDEWALK AREA.
2. IN "GRASS AREAS" THE TOP OF THE CONCRETE COLLAR OR SLAB SHALL BE FINISHED WITH THE TOP OF THE VALVE BOX OR MANHOLE.
3. AREAS SUPPORTING CONCRETE COLLAR OR SLAB SHALL BE PROPERLY COMPACTED.
4. CLEARANCE OF 30 INCHES FREE FROM OBSTRUCTIONS IN ALL DIRECTIONS.

STANDARD MANHOLE VALVE BOX AND LID ITEM	CROSS REF.	SPEC. REF.
		SS & D	WS 3.10

MIAMI-DADE COUNTY — WATER & SEWER DEPARTMENT

ISSUE DATE	APPROVED BY
06/01/2008	V.F.C.

STANDARD DETAIL
MANHOLE / VALVE BOX IN GRASS AREAS

SS 21.0 SHEET 1 OF 1

RUBEL SIDDIQUE, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 67239

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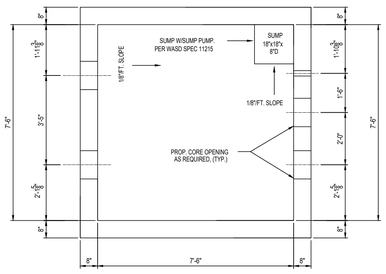
CITY OF OPA-LOCKA
LIFT STATION 16 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

SANITARY SEWER DETAILS

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FL LICENSE NO. 67239

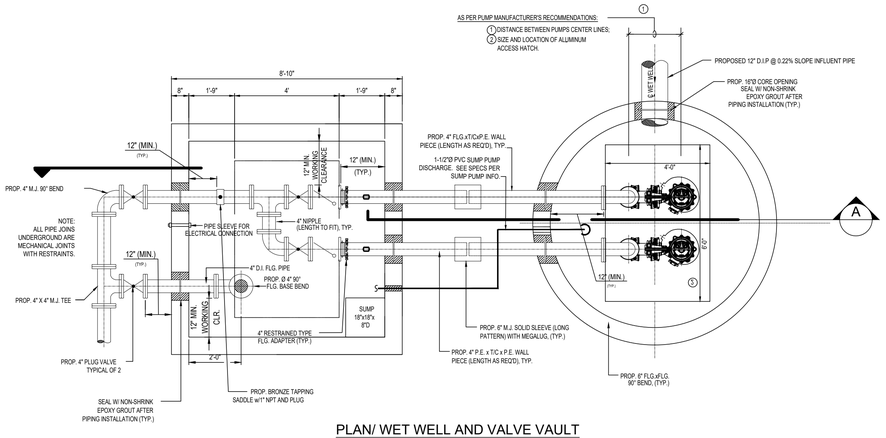
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SHEET NO.	C-301



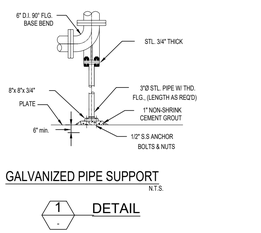
PLAN/ VALVE VAULT PIPE ACCESS DETAIL

SCALE: 1/2"=1'-0"



PLAN/ WET WELL AND VALVE VAULT

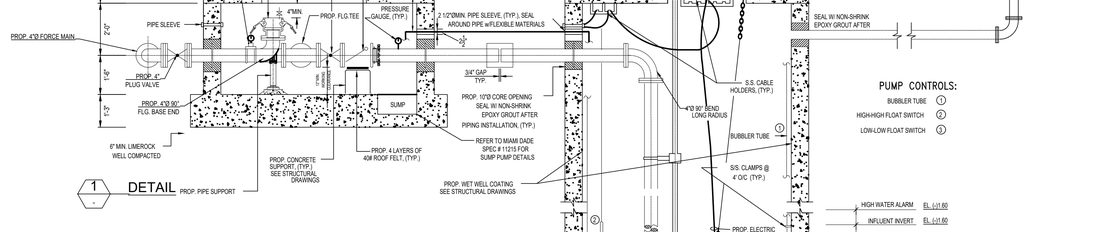
SCALE: 1/2"=1'-0"



GALVANIZED PIPE SUPPORT

N.T.S.

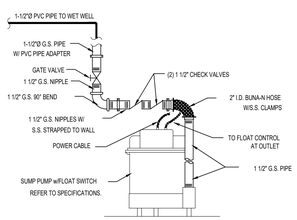
1 DETAIL



1 DETAIL PROP. PIPE SUPPORT

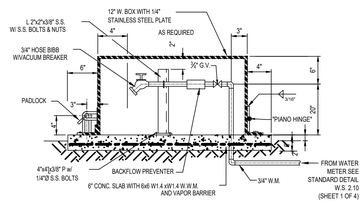
A SECTION

SCALE: 1/2"=1'-0"



SUMP PUMP AND PIPING DETAIL

N.T.S.



BACKFLOW PREVENTER WITH HOSE BIBB

N.T.S.

PUMP DATA:

FLUID			RAW SEWAGE
INSTALLATION LOCATION			LIFT STATION No. 16
PUMP TYPE	SUBMERSIBLE PUMP		
RATED POINT	CAPACITY, GPM		180
	TDH, FEET		24
SHUT OFF HEAD, FT			
CONTINUOUS OPERATING RANGE	MAXIMUM TDH, FT		28
	CAPACITY, GPM		80
	MINIMUM TDH, FT		10
	CAPACITY, GPM		580
	NPSHR, FT		2.46
	PUMP EFFICIENCY	AT B.E.P., %	47.2
		MIN. @ RUNOUT, %	67.9
PUMP CONSTRUCTION	CASING		CAST IRON ASTM A 48 CLASS 35B
	IMPELLER		CAST IRON ASTM A 48 CLASS 35B
	SHAFT		AISI TYPE 431 STAINLESS STEEL
	BEARINGS L-10 LIFE, HRS.		100,000
	MAX. SHAFT DEFLECTION IN OPERATING RANGE, MILS		–
	MAX. VEL. OF VIBRATIONS IN OP. RANGE, INCH/SEC		–
	SUCTION, INCHES		4"
	DISCHARGE, INCHES		4"
ELECTRIC MOTOR	RATED HP		2.68 HP
	RPM		1150
	VOLTS/PHASE/Hz/S.F.		230/ /60/
	AMBIENT TEMP. FOR MOTOR RATING, °C		68
	MAXIMUM TEMP. RISE, °C		40
	BEARINGS L-10 LIFE, HRS.		100,000
	MAX. VIBRATION AMP., MILS		-
	NOISE LEVEL, dB@1 METER		-
	NEMA DESIGN CODE LETTER		B
	START. CURR. LETTER CODE		G
	INSULATION CLASS		F
	MOTOR RATED HP NOT OVERLOADED AT ANY POINT IN THE PUMPS PERFORMANCE CURVE		
MANUFACTURERS & MODELS *	PUMP		XFP100C CB1 60HZ BY XYLEM
	MOTOR		PE20/6-C-60HZ

* CONTRACTOR MAY CHOOSE APPROVED EQUAL PUMPS AND SUBMIT SHOP DRAWINGS TO THE EOR FOR APPROVAL PRIOR TO INSTALLATION

RUBEL SIDDIQUE, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 67239

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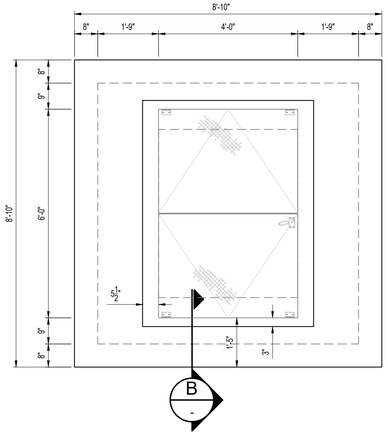
CITY OF OPA-LOCKA
LIFT STATION 16 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

MECH-PLAN-PUMP-DATA

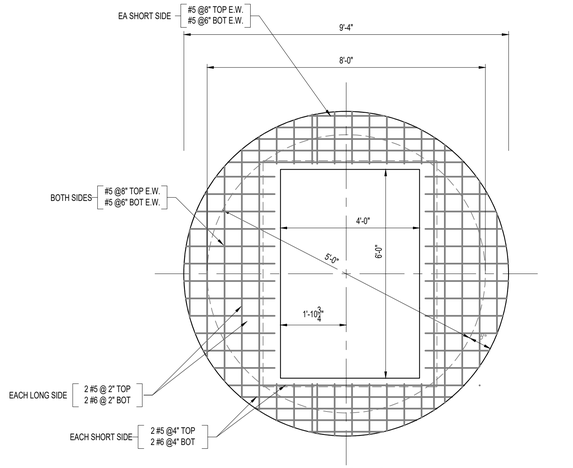
RUBEL SIDDIQUE, P.E.
FL LICENSE NO. 67239

RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWN BY:	RS
CHECKED BY:	RS
DATE:	09-05-2022
SHEET NO.	C-310

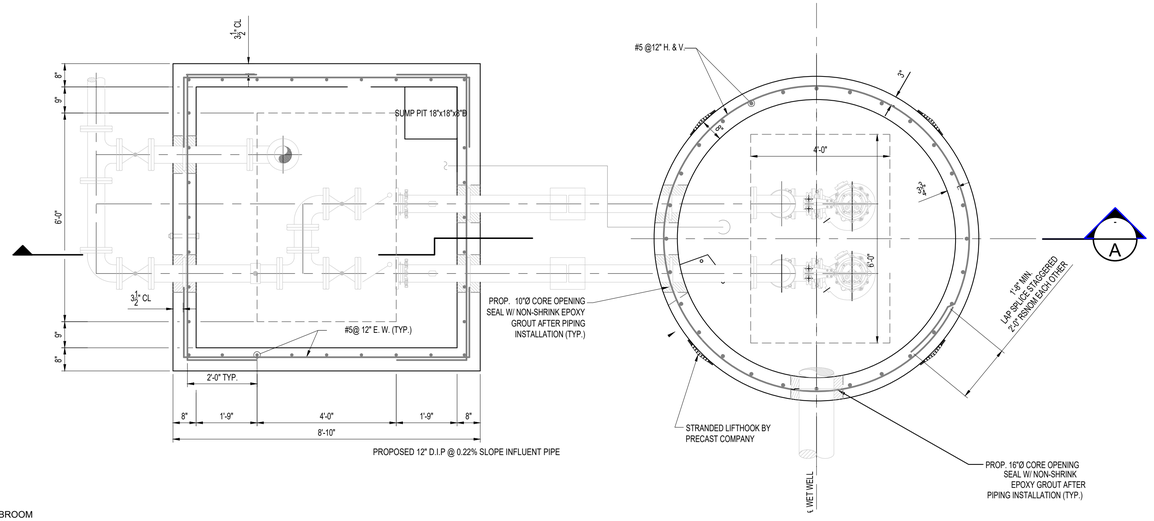


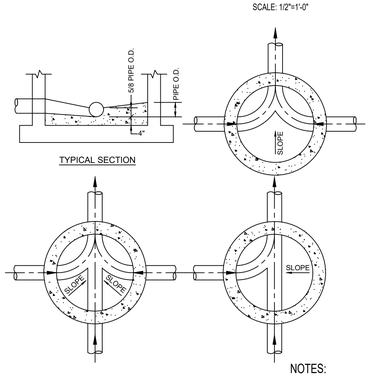
PLAN/VALVE PIT ACCESS



WET WELL TOP SLAB DETAIL

SCALE: 1/2"=1'-0"





NOTES:

INVERT CHANNELS TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.

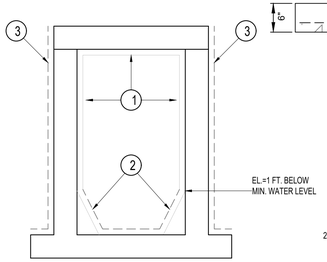
SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS PROVIDING FOR SMOOTH FLOWS.

CHANNELS TO BE FORMED IN ALL MANHOLES TO ACCEPT T.V. CAMERA.

WHEN DIRECTIONAL CHANNELS EXCEEDING 45° OCCUR, AN EXTRA FLOW LINE ELEVATION DROP OF 0.05' ACROSS MANHOLE SHALL BE PROVIDED.

MANHOLE FLOW CHANNELS

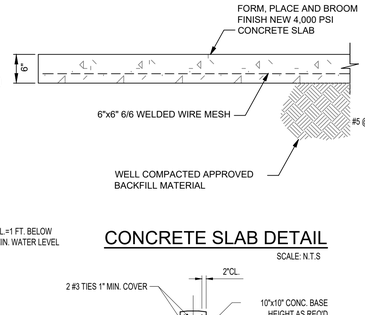
1 DETAIL N.T.S.



1 DETAIL N.T.S.

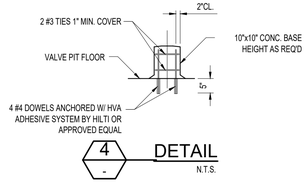
1 SEWPERCOAT (CALCIUM ALUMINATE CEMENT) OR P.P.C. COATING SYSTEM WW-200-/a/ DAMP CONCRETE OR APPROVED EQUAL

2 AND 3 KOP-COAT BITUMASTIC 300-M (COAL-TAR EPOXY).

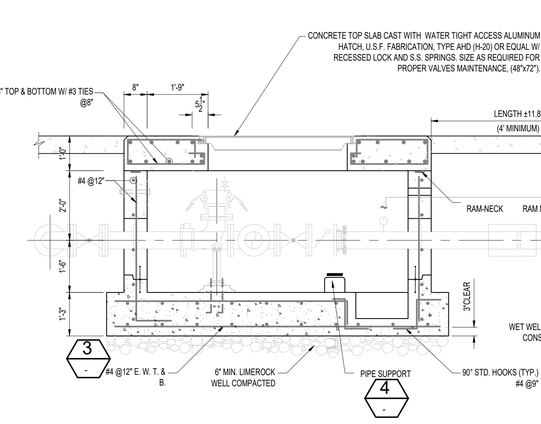


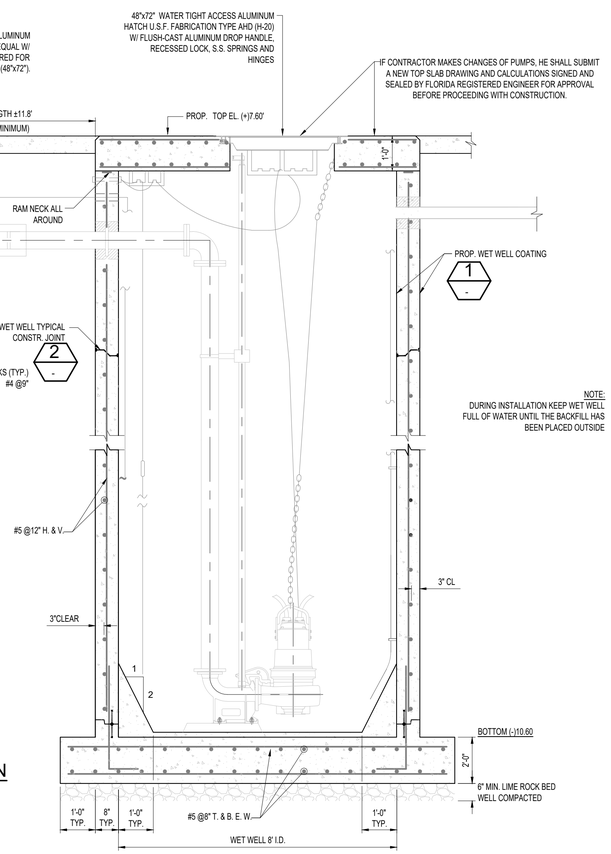
CONCRETE SLAB DETAIL

SCALE: N.T.S



4 DETAIL N.T.S.





NOTE:
DURING INSTALLATION KEEP WET WELL FULL OF WATER UNTIL THE BACKFILL HAS BEEN PLACED OUTSIDE

A SECTION

SCALE: 1/2"=1'-0"

CONSTRUCTION NOTES:

1. THE STANDARD DRAWINGS PRESENTED ARE BASED ON MINIMUM OF 4" DISCHARGE FORCE MAIN.
2. CONTRACTOR SHALL VERIFY EXISTING UNDERGROUND UTILITIES IN APPLICATIONS, ELEVATIONS, AND QUALITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL VERIFY EXISTING PIPING TO REMAIN BEFORE ORDERING NEW PIPE AND FITTINGS FOR CONNECTIONS. tHE CONTRACTOR SHALL INSPECT AND VERIFY ALL SITE CONDITIONS AND DIMENSIONS, AND COORDINATE WITH OTHER TRADES PRIOR TO CONSTRUCTION. WORK SHALL BE SCHEDULED ACCORDING TO SPECIFIED CONSTRUCTION SEQUENCE.
3. ATTENTION TO AVOID DISTURBING EXISTING ELECTRICAL SERVICE IN THE AREA UNDER CONSTRUCTION (FOR EXISTING FACILITIES ONLY).
4. ALL ELEVATIONS FOR UNDERGROUND UTILITIES SHOWN ARE T.O.P. ELEVATIONS UNLESS OTHERWISE SPECIFIED.
5. ALL PIPING, UNLESS SPECIFIED, TO USE DUCTILE IRON WITH LINING OF SEWER APPLICATION. FITTINGS AND CONNECTIONS UNDERGROUND TO USE MECHANICAL JOINT WITH RESTRAINTS; FITTINGS ABOVE GROUND OR IN VAULT TO USE FLANGE JOINT, OR MECHANICAL JOINT WITH RESTRAINTS
6. APPLY ALL UNDERGROUND FITTING WITH BOLT CONNECTIONS IN DIRECT CONTACT WITH SOIL WITH TWO COATS OF BITUMASTIC OR APPROVED EQUAL.
7. PROVIDE DIELECTRIC FITTINGS BETWEEN TWO DIFFERENT PIPING MATERIALS.
8. PIPE SUPPORTS SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION.
9. PROPOSED WET WELL SHALL BE CYLINDRICAL TYPE MADE OF REINFORCED CONCRETE WITH DEPTH NO GREATER THAN 24 FEET.
10. ALL PUMP CONTROLS SHALL BE SET AS PER DESIGN REQUIREMENTS.
11. ALL PIPING FOR OUTSIDE DROP TO BE DUCTILE IRON WITH LINING OF SEWER APPLICATION. FITTINGS AND CONNECTIONS UNDERGROUND TO USE MECHANICAL JOINT WITH RESTRAINTS.
12. PUMP STARTUP SHALL BE PERFORMED WITH NO EFFLUENT DISCHARGING INTO THE WET-WELL. PUMPS OPERATING POINTS CALCULATED BY PUMP REPRESENTATIVE DURING THE DRAWDOWN TEST SHALL BE NO GREATER THAN 10% OFF THE PUMP CURVE. PROPOSED PUMPS SHALL HANDLE BOTH MAX, MIN AND AVERAGE OPERATING POINTS GIVEN BY THE ENGINEER OF RECORD.
13. THREE PRESSURE GAUGES ARE TO BE INSTALLED INSIDE THE VALVE BOX, ONE GAUGE BEFORE EACH CHECK VALVE AND ONE PRESSURE GAUGE ON THE FORCEMAIN SIDE. PRESSURE DIAL READER SHALL NOT EXCEED 20 PSI.

NO.	REVISIONS	DATE	BY

SSN ENGINEERING, LLC
13899 BISCAYNE BLVD., STE 310
NORTH MIAMI BEACH, FL 33181
PH (954) 944-3272
FBPE NO. CA00029695
WWW.SSNENGINEERING.COM

SSN ENGINEERING

PROJECT NO.

202201004

CITY OF OPA-LOCKA
LIFT STATION 16 REHABILITATION
OPA-LOCKA, FLORIDA
MIAMI-DADE FLORIDA

STRUCTURAL PLANS AND DETAILS

RUBEL SIDDIQUE, P.E.
FL LICENSE NO. 67239

RUBEL SIDDIQUE LICENSE No. 67239 STATE OF FLORIDA PROFESSIONAL ENGINEER

DRAWN BY:	RS
CHECKED BY:	RS
DATE:	09-05-2022
SHEET NO.	C-311

An official website of the United States government

United States Census Bureau

QuickFacts

Opa-locka city, Florida

QuickFacts provides statistics for all states and counties, and for cities and towns with a ***population of 5,000 or more***.

Table

All Topics	Opa-locka city, Florida
Total employment, percent change, 2019-2020	**X**
PEOPLE	
Population	
Population Estimates, July 1 2021, (V2021)	⚠ 16,022
Population estimates base, April 1, 2020, (V2021)	⚠ 16,454
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	⚠ -2.6%
Population, Census, April 1, 2020	16,463
Population, Census, April 1, 2010	15,219
Age and Sex	
Persons under 5 years, percent	⚠ 9.0%
Persons under 18 years, percent	⚠ 27.4%
Persons 65 years and over, percent	⚠ 12.8%
Female persons, percent	⚠ 49.5%
Race and Hispanic Origin	
White alone, percent	⚠ 32.4%
Black or African American alone, percent (a)	⚠ 58.5%
American Indian and Alaska Native alone, percent (a)	⚠ 0.0%
Asian alone, percent (a)	⚠ 0.1%
Native Hawaiian and Other Pacific Islander alone, percent (a)	⚠ 0.0%
Two or More Races, percent	⚠ 5.3%
Hispanic or Latino, percent (b)	⚠ 40.9%
White alone, not Hispanic or Latino, percent	⚠ 3.5%
Population Characteristics	
Veterans, 2016-2020	415
Foreign born persons, percent, 2016-2020	34.0%
Housing	
Housing units, July 1, 2021, (V2021)	X
Owner-occupied housing unit rate, 2016-2020	31.4%
Median value of owner-occupied housing units, 2016-2020	$169,900
Median selected monthly owner costs -with a mortgage, 2016-2020	$1,349
Median selected monthly owner costs -without a mortgage, 2016-2020	$361
Median gross rent, 2016-2020	$894
Building permits, 2021	X
Families & Living Arrangements	
Households, 2016-2020	5,534
Persons per household, 2016-2020	2.88
Living in same house 1 year ago, percent of persons age 1 year+, 2016-2020	88.4%
Language other than English spoken at home, percent of persons age 5 years+, 2016-2020	47.3%
Computer and Internet Use	
Households with a computer, percent, 2016-2020	81.9%
Households with a broadband Internet subscription, percent, 2016-2020	59.5%
Education	
High school graduate or higher, percent of persons age 25 years+, 2016-2020	68.0%
Bachelor's degree or higher, percent of persons age 25 years+, 2016-2020	8.7%
Health	
With a disability, under age 65 years, percent, 2016-2020	8.7%
Persons without health insurance, under age 65 years, percent	⚠ 22.1%
Economy	
In civilian labor force, total, percent of population age 16 years+, 2016-2020	53.8%
In civilian labor force, female, percent of population age 16 years+, 2016-2020	45.6%
Total accommodation and food services sales, 2017 ($1,000) (c)	D
Total health care and social assistance receipts/revenue, 2017 ($1,000) (c)	14,552
Total transportation and warehousing receipts/revenue, 2017 ($1,000) (c)	169,291
Total retail sales, 2017 ($1,000) (c)	108,391
Total retail sales per capita, 2017 (c)	$6,686
Transportation	

Mean travel time to work (minutes), workers age 16 years+, 2016-2020	26.8
Income & Poverty	
Median household income (in 2020 dollars), 2016-2020	$22,494
Per capita income in past 12 months (in 2020 dollars), 2016-2020	$14,946
Persons in poverty, percent	⚠ 40.4%

BUSINESSES

Businesses	
Total employer establishments, 2020	X
Total employment, 2020	X
Total annual payroll, 2020 ($1,000)	X
Total employment, percent change, 2019-2020	**X**
Total nonemployer establishments, 2019	X
All employer firms, Reference year 2017	494
Men-owned employer firms, Reference year 2017	308
Women-owned employer firms, Reference year 2017	56
Minority-owned employer firms, Reference year 2017	272
Nonminority-owned employer firms, Reference year 2017	182
Veteran-owned employer firms, Reference year 2017	S
Nonveteran-owned employer firms, Reference year 2017	409

GEOGRAPHY

Geography	
Population per square mile, 2020	3,821.5
Population per square mile, 2010	3,535.8
Land area in square miles, 2020	4.31
Land area in square miles, 2010	4.30
FIPS Code	1251650

About datasets used in this table

Value Notes

⚠ Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info ⓘ icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2021) refers to the final year of the series (2020 thru 2021). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2016-2020 ACS 5-year estimates to other ACS estimates. For more information, please visit the 2020 5-year ACS Comparison Guidance page.

Fact Notes

(a) Includes persons reporting only one race
(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data
(b) Hispanics may be of any race, so also are included in applicable race categories

Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper interval of an open ended distribution.
F Fewer than 25 firms
D Suppressed to avoid disclosure of confidential information
N Data for this geographic area cannot be displayed because the number of sample cases is too small.
FN Footnote on this item in place of data
X Not applicable
S Suppressed; does not meet publication standards
NA Not available
Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

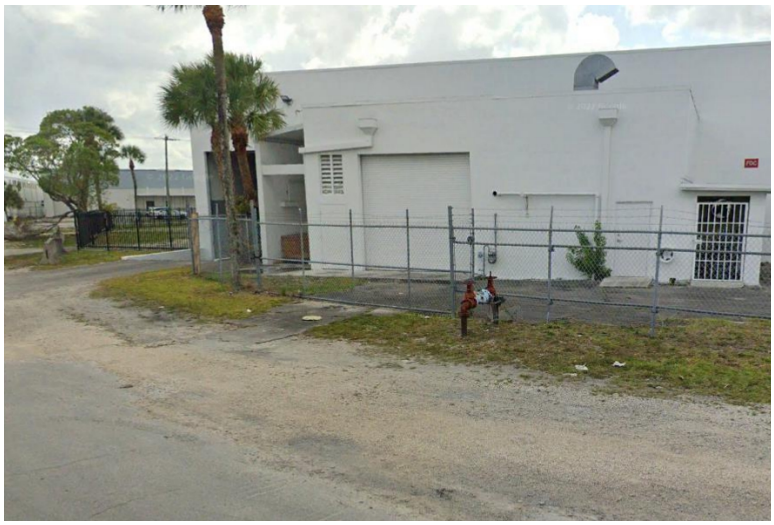
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Pump Station #9





Pump Station #12





Pump Station #16



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Office of the City Manager
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

Darvin Williams, JD, MBA, MPH
Interim City Manager

Telephone (305) 953-2821
Email: dwilliams@opalockafl.gov

November 7, 2022

BRIC Grant Program
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-210

RE: **2022 BRIC Application – City of Opa-locka's Wastewater Lift Station Rehabilitation**

Dear Program Manager:

The City of Opa-locka will provide a match of 25% or $562,500 to meet the requirements of the BRIC Grant Program. Any additional costs required to complete the project as identified in the application will be the responsibility of the City. Once the Burlington Street Canal project is complete, Opa-locka's professional staff and experienced contractors will also maintain the improvements relating to the project.

If you have any questions regarding the application, please contact me at 305-953-2868.

Sincerely,

DocuSigned by:
Darvin Williams
C46C07C1E8DE492...

Darvin Williams, JD, MBA, MPH
Interim City Manager

Cc: George Ellis, Assistant City Manager
Adelina Gross, CIP Coordinator
Airia Austin, Public Works Director

DocuSign Envelope ID: 6B9BC9FF-301F-41B6-A3A8-D3D7A70E3917

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 11/14/2022

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Opa-locka

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000394

* c. UEI: YFKCKZNKEVG3

d. Address:

* Street1: 780 Fisherman Street
Street2:
* City: Opa-locka
County/Parish:
* State: FL: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 33054-3806

e. Organizational Unit:

Department Name: Capital Improvement Programs

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.
* First Name: Adelina
Middle Name:
* Last Name: Gross
Suffix:

Title: Manager

Organizational Affiliation: Staff

* Telephone Number: 305-953-2868
Fax Number:

* Email: agross@opalockafl.gov

DocuSign Envelope ID: 6B9BC9FF-301F-41B6-A3A8-D3D7A70E3917

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Emergency Management Agency

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

DHS-22-MT-047-00-98

* Title:

FY 2022 Building Resilient Infrastructure and Communities (BRIC)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Location Map.pdf | Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Opa-locka Wastewater Lift Station Rehabilitation

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

DocuSign Envelope ID: 6B9BC9FF-301F-41B6-A3A8-D3D7A70E3917

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 24 * b. Program/Project: 24

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 11/01/2023 * b. End Date: 04/30/2025

18. Estimated Funding ($):

* a. Federal	1,687,500.00
* b. Applicant	562,500.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	2,250,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Darvin

Middle Name:

* Last Name: Williams

Suffix:

* Title: Interim City Manager

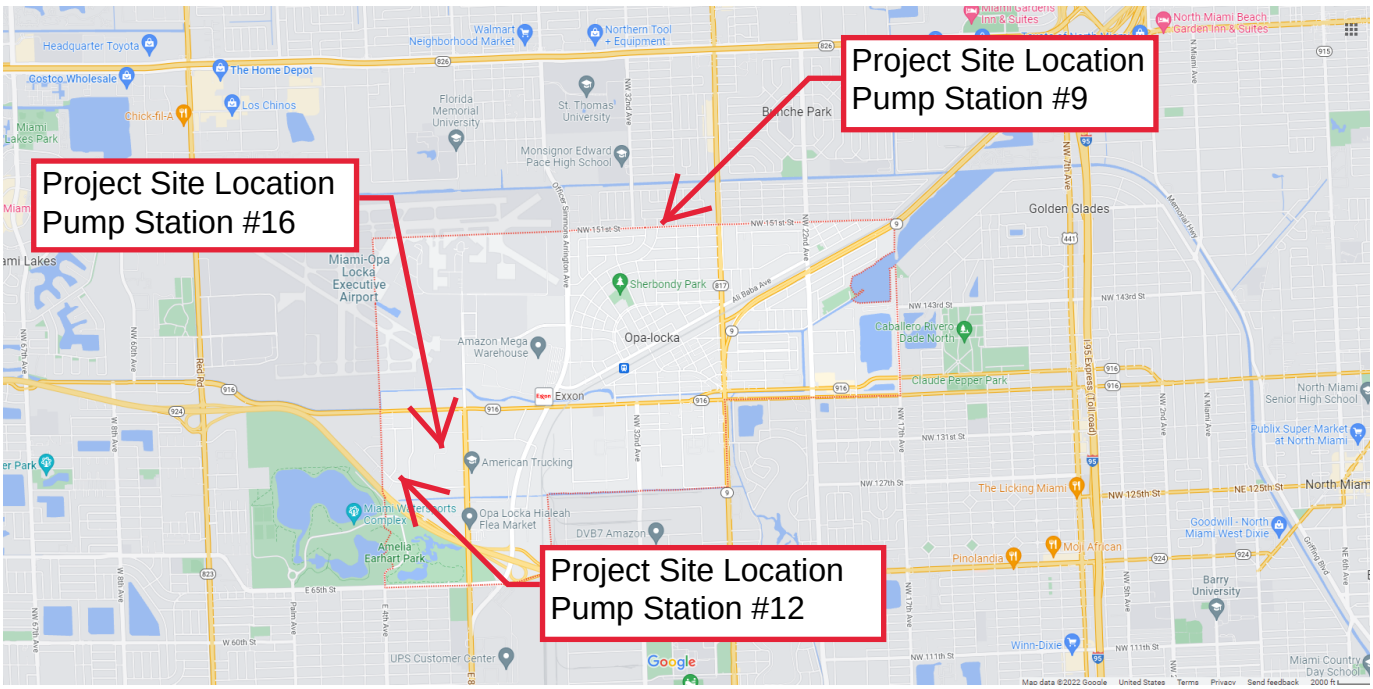
* Telephone Number: 305-953-2821 Fax Number:

* Email: dwilliams@opalockafl.gov

* Signature of Authorized Representative: DocuSigned by: Darvin Williams C40C07C1E8DE402... * Date Signed: 11/8/2022

CITY OF OPA-LOCKA FLORIDA

LOCATION MAP



BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	$	$	$
2. Land, structures, rights-of-way, appraisals, etc.	$	$	$
3. Relocation expenses and payments	$	$	$
4. Architectural and engineering fees	$ 24,000.00	$	$ 24,000.00
5. Other architectural and engineering fees	$	$	$
6. Project inspection fees	$ 176,000.00	$	$ 176,000.00
7. Site work	$	$	$
8. Demolition and removal	$	$	$
9. Construction	$ 2,050,000.00	$	$ 2,050,000.00
10. Equipment	$	$	$
11. Miscellaneous	$	$	$
12. SUBTOTAL *(sum of lines 1-11)*	$ 2,250,000.00	$	$ 2,250,000.00
13. Contingencies	$	$	$
14. SUBTOTAL	$ 2,250,000.00	$	$ 2,250,000.00
15. Project (program) income	$	$	$
16. TOTAL PROJECT COSTS *(subtract #15 from #14)*	$ 2,250,000.00	$	$ 2,250,000.00

FEDERAL FUNDING

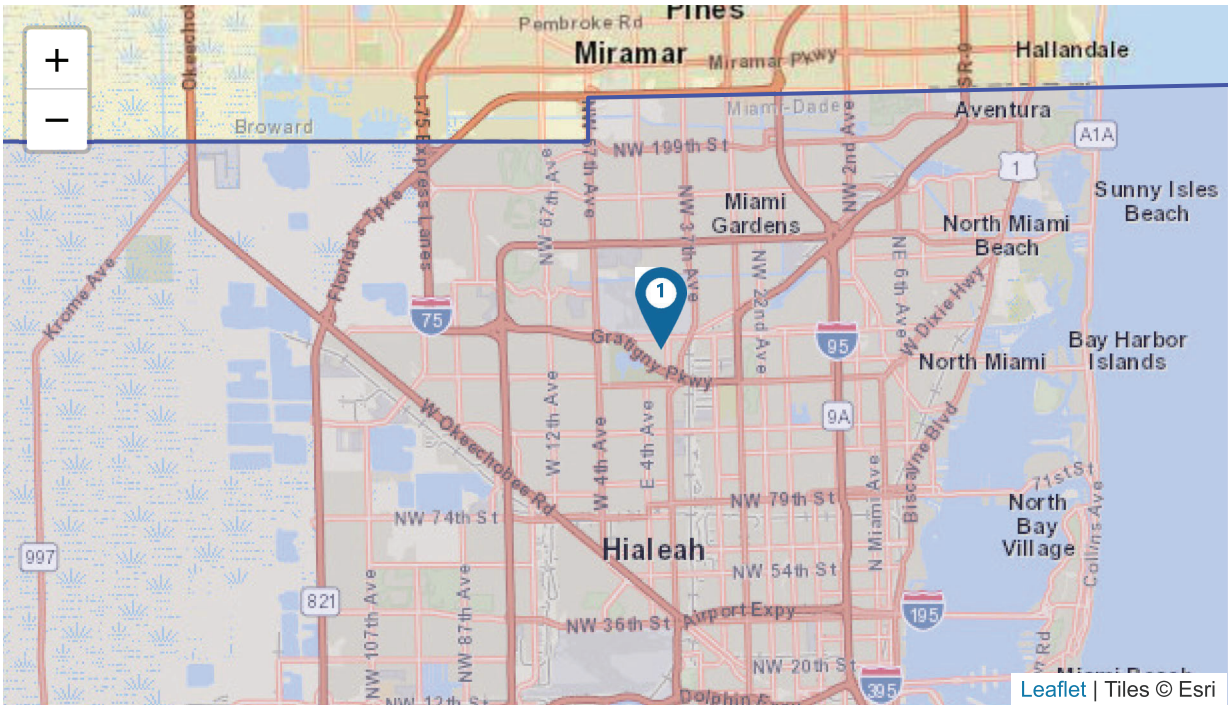
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 90 %	$ 2,025,000.00

Benefit-Cost Calculator

V.6.0 (Build 20221028.1600 | Release Notes)

Benefit-Cost Analysis

Project Name: Opa-locka Lift Station Hardening



				Using 7% Discount Rate			Using 3% Discount Rate (For FY22 BRIC and FMA only)			
Map Marker ▲	Mitigation Title	Property Type	Hazard	Benefits (B)	Costs (C)	BCR (B/C)	Benefits (B)	Costs (C)	BCR (B/C)	
1	Floodproofing Measures @ 25.8927635; -80.2694184		DFA - Coastal A Flood	$ 3,985,525	$ 2,576,300	1.55	$ 5,955,297	$ 2,737,568	2.18	
TOTAL (SELECTED)				**$ 3,985,525**	**$ 2,576,300**	**1.55**	**$ 5,955,297**	**$ 2,737,568**	**2.18**	
TOTAL				**$ 3,985,525**	**$ 2,576,300**	**1.55**	**$ 5,955,297**	**$ 2,737,568**	**2.18**	

Property Configuration

Property Title:	Floodproofing Measures @ 25.8927635; -80.2694184
Property Location:	33054, Miami-Dade, Florida
Property Coordinates:	25.8927635, -80.2694184
Hazard Type:	Coastal A Flood
Mitigation Action Type:	Floodproofing Measures
Property Type:	Utilities
Analysis Method Type:	Professional Expected Damages

Cost Estimation

Floodproofing Measures @ 25.8927635; -80.2694184

Project Useful Life (years):	25
Project Cost:	$2,250,000
Number of Maintenance Years:	25 Use Default:Yes
Annual Maintenance Cost:	$28,000

Damage Analysis Parameters - Damage Frequency Assessment

Floodproofing Measures @ 25.8927635; -80.2694184

Year of Analysis was Conducted:	2022
Year Property was Built:	1985
Analysis Duration:	38 Use Default:Yes

Utilities Properties

Floodproofing Measures @ 25.8927635; -80.2694184

Type of Service:	Wastewater
Number of Customers Served:	5,700
Value of Unit of Service ($/person/day):	$60 Use Default:Yes
Total Value of Service Per Day ($/day):	$342,000

Professional Expected Damages Before Mitigation

Floodproofing Measures @ 25.8927635; -80.2694184

	WASTEWATER	OPTIONAL DAMAGES			VOLUNTEER COSTS		TOTAL
Recurrence Interval (years)	Impact (days)	Category 1 ($)	Category 2 ($)	Category 3 ($)	Number of Volunteers	Number of Days	Damages ($)
5	5	0	0	0	0	0	1,710,000

Annualized Damages Before Mitigation

Floodproofing Measures @ 25.8927635; -80.2694184

Annualized Recurrence Interval (years)	Damages and Losses ($)	Annualized Damages and Losses ($)
5	1,710,000	342,000
	Sum Damages and Losses ($)	Sum Annualized Damages and Losses ($)
	1,710,000	342,000

Professional Expected Damages After Mitigation

Floodproofing Measures @ 25.8927635; -80.2694184

	WASTEWATER	OPTIONAL DAMAGES			VOLUNTEER COSTS		TOTAL
Recurrence Interval (years)	Impact (days)	Category 1 ($)	Category 2 ($)	Category 3 ($)	Number of Volunteers	Number of Days	Damages ($)
5	0	0	0	0	0	0	0

Annualized Damages After Mitigation

Floodproofing Measures @ 25.8927635; -80.2694184

Annualized Recurrence Interval (years)	Damages and Losses ($)	Annualized Damages and Losses ($)
5	0	0
	Sum Damages and Losses ($)	Sum Annualized Damages and Losses ($)
	0	0

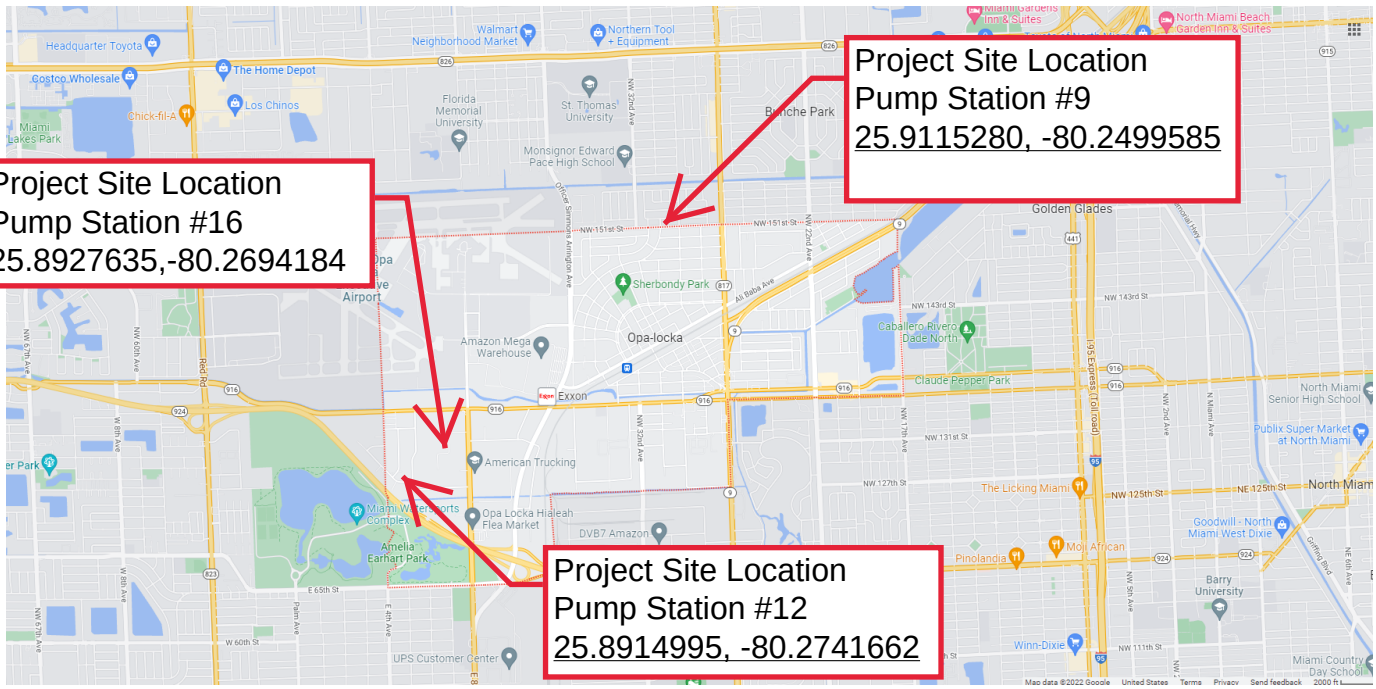
Benefits-Costs Summary

Floodproofing Measures @ 25.8927635; -80.2694184

Total Standard Mitigation Benefits:	$3,985,525
Total Social Benefits:	$0
Total Mitigation Project Benefits:	$3,985,525
Total Mitigation Project Cost:	$2,576,300
Benefit Cost Ratio - Standard:	1.55
Benefit Cost Ratio - Standard + Social:	1.55

CITY OF OPA-LOCKA FLORIDA

LOCATION MAP



Future Rehabilitation Projects



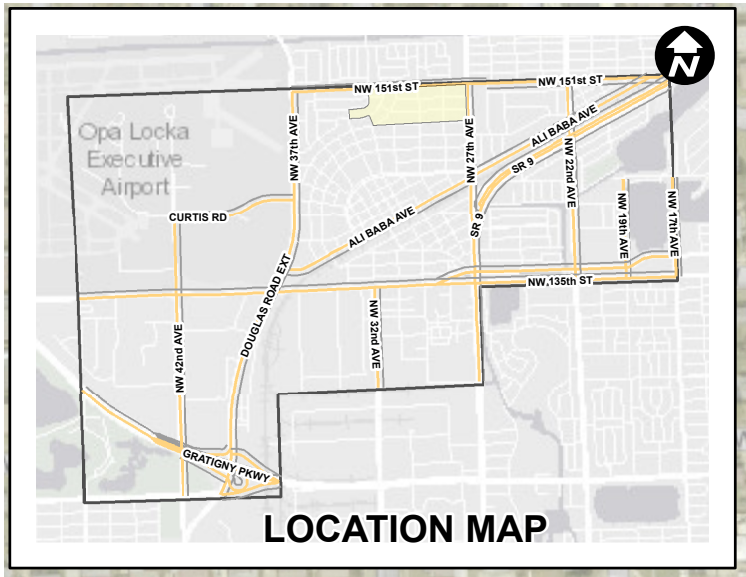
PS 9



PS 12

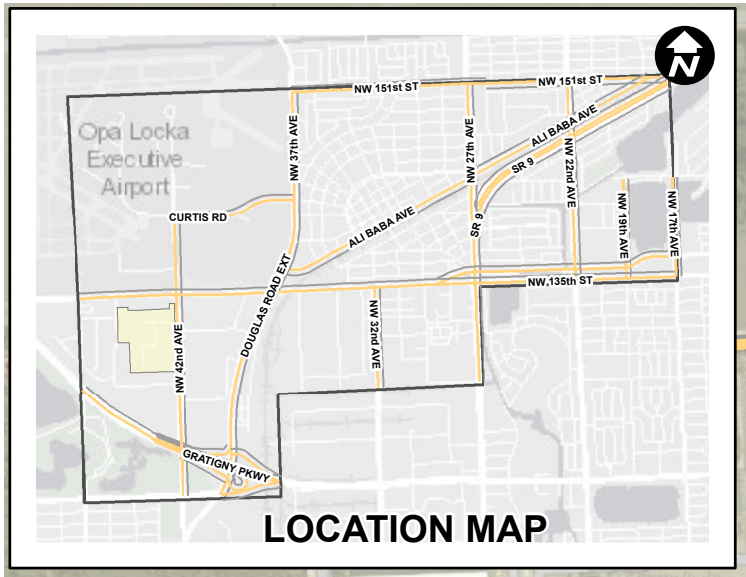


PS 16


Opa Locka Executive Airport
NW 151st ST
NW 37th AVE
NW 27th AVE
ALI BABA AVE
NW 22nd AVE
SR 9
NW 19th AVE
NW 17th AVE
CURTIS RD
DOUGLAS ROAD EXT
NW 135th ST
NW 42nd AVE
NW 32nd AVE
GRATIGNY PKWY
LOCATION MAP

NW 151st ST
9
NW 153rd Ter
NW 29th Ct
NW 29th Ave
NW 28th Pl
NW 152nd Ter
NW 27th Pl
NW 151st Ter
Unity Blvd
Miami Gardens
Curtiss Dr
Kasim St
Julnar Ave
Seaman Ave
Peri St
Sultan Ave
NW 27th Ave
Jann Ave
Sharar Ave
Ahmad St
Kalandar St
SANITARY SEWER
Basin #9
Basin Limits
Properties (213)


Opa Locka Executive Airport
NW 151st ST
NW 37th AVE
NW 27th AVE
ALI BABA AVE
SR 9
NW 22nd AVE
NW 19th AVE
NW 17th AVE
CURTIS RD
DOUGLAS ROAD EXT
NW 42nd AVE
NW 32nd AVE
NW,135th ST
GRATIGNY PKWY
LOCATION MAP
Rufus Rd
NW 135th ST
NW 47th Ave
NW 133rd St
NW 42nd AVE
NW 132nd St
NW 46th Ave
NW 45th Ave
NW 43rd Ave
NW 128th St
Miami Dade Industrial Park
North Dade Commercial Park
Dynasty
Atlantic Hosiery
Lejeune Industrial Sites
Ransburg Park
924
12
SANITARY SEWER
Basin #12
Basin Limits
Properties (91)


Opa Locka Executive Airport
NW 151st ST
NW 37th AVE
NW 27th AVE
ALI BABA AVE
SR 9
NW 22nd AVE
NW 19th AVE
NW 17th AVE
CURTIS RD
ALI BABA AVE
DOUGLAS ROAD EXT
NW,135th ST
NW 42nd AVE
NW 32nd AVE
GRATIGNY PKWY
LOCATION MAP

NW 135th ST
NW 133rd St
NW 132nd St
NW 128th St
NW 42nd AVE
NW 47th Ave
NW 45th Ave
NW 46th Ave
NW 43rd Ave
Miami Dade Industrial Park
Miami-Dade Industrial Park
Ransburg Park
Atlantic Hosiery
Lejeune Industrial Sites
Opa Locka Cana
16
SANITARY SEWER
Basin #16
Basin Limits
Properties (27)

NOTES TO USERS

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Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Florida State Plane east zone (FIPSZONE 0901). The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the National Geodetic Vertical Datum of 1929. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at http://www.ngs.noaa.gov.

Base map information shown on this FIRM was provided in digital format by the Miami-Dade County Information Technology Department. These data were compiled at a scale of 1:3,600 from digital orthophotography dated 2001. Additional base map information was provided by the Cities of Aventura, Coral Gables, and Homestead, the Town of Cutler Bay, and Miami-Dade County.

This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to confirm to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at http://msc.fema.gov.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

	Floodplain boundary
	Floodway boundary
	Zone D boundary
	CBRS and OPA boundary
	Boundary dividing Special Flood Hazard Area zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
513	Base Flood Elevation line and value; elevation in feet*
(EL 987)	Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the National Geodetic Vertical Datum of 1929

A — A	Cross section Line
B — B	Transect line
87°07'45", 32°22'30"	Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
76000mN	1000-meter Universal Transverse Mercator grid values, zone 17
600000 FT	5000-foot grid ticks: Florida State Plane coordinate system, East zone (FIPSZONE 0901), Transverse Mercator projection
DX5510 ×	Bench mark (see explanation in Notes to Users section of this FIRM panel)
M1.5	River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
January 20, 1993

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
March 2, 1994 - May 16, 1994 - July 17, 1995 - for description of revision, see Notice to Users page in the Flood Insurance Study report.
September 11, 2009 - to reflect revised shoreline, to incorporate previously issued Letters of Map Revision, to reflect updated topographic information, to add and change Base Flood Elevations, to update corporate limits, to change zone designations, to add roads and road names, and to add and change Special Flood Hazard Areas

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To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 500 1000 FEET

150 0 150 300 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0136L

FIRM

FLOOD INSURANCE RATE MAP

MIAMI-DADE COUNTY, FLORIDA AND INCORPORATED AREAS

PANEL 136 OF 1031

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS

COMMUNITY	NUMBER	PANEL	SUFFIX
MIAMI - DADE COUNTY	120635	0136	L
MIAMI GARDENS, CITY OF	120345	0136	L
OPA-LOCKA, CITY OF	120657	0136	L

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
12086C0136L

MAP REVISED
SEPTEMBER 11, 2009

Federal Emergency Management Agency

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Floodway boundary
Zone D boundary
CBRS and OPA boundary
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(EL 987) Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the National Geodetic Vertical Datum of 1929

A Cross section Line A
B Transect line B
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600000 FT 5000-foot grid ticks: Florida State Plane coordinate system, East zone (FIPSZONE 0901), Transverse Mercator projection
DX5510 X Bench mark (see explanation in Notes to Users section of this FIRM panel)
M1.5 River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
January 20, 1993

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
March 2, 1994 - May 16, 1994 - July 17, 1995 - for description of revision, see Notice to Users page in the Flood Insurance Study report
September 11, 2009 - to reflect revised shoreline, to incorporate previously issued Letters of Map Revision, to reflect updated topographic information, to add and change Base Flood Elevations, to update corporate limits, to change zone designations, to add and change Special Flood Hazard Areas, and to add roads and road names

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250 0 500 1000 FEET
150 0 150 300 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0119L

FIRM

FLOOD INSURANCE RATE MAP

MIAMI-DADE COUNTY, FLORIDA AND INCORPORATED AREAS

PANEL 119 OF 1031

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS

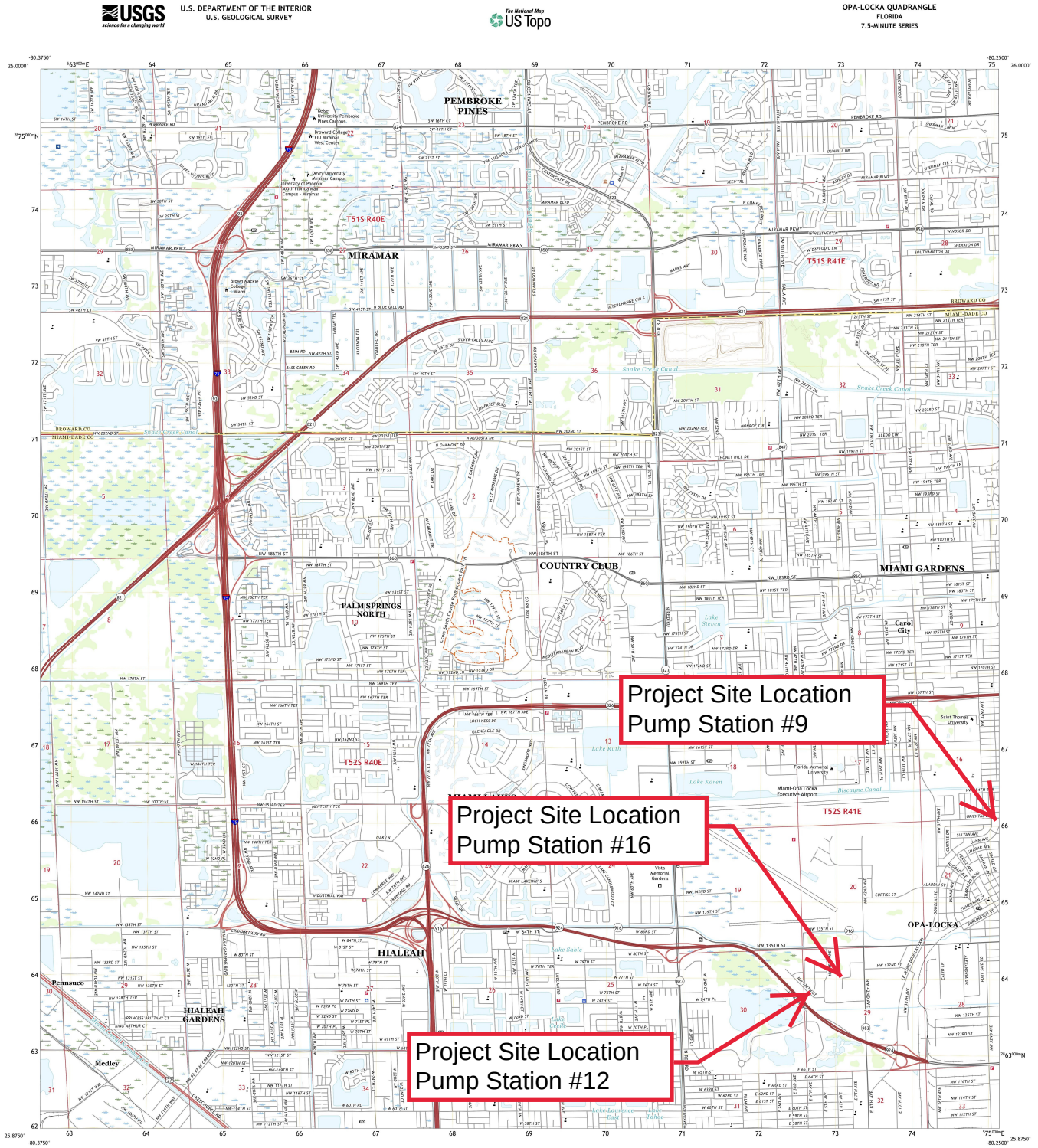
COMMUNITY	NUMBER	PANEL	SUFFIX
HIALEAH, CITY OF	120643	0119	L
MIAMI - DADE COUNTY	120635	0119	L
OPA-LOCKA, CITY OF	120657	0119	L

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
12086C0119L

MAP REVISED
SEPTEMBER 11, 2009

Federal Emergency Management Agency


U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
The National Map US Topo
OPA-LOCKA QUADRANGLE
FLORIDA
7.5-MINUTE SERIES
PEMBROKE PINES
MIRAMAR
COUNTRY CLUB
MIAMI GARDENS
PALM SPRINGS NORTH
HIALEAH
HIALEAH GARDENS
OPA-LOCKA
Pennsuco
Medley
T51S R40E
T51S R41E
T52S R40E
T52S R41E
Project Site Location
Pump Station #9
Project Site Location
Pump Station #16
Project Site Location
Pump Station #12
Produced by the United States Geological Survey
SCALE 1:24 000
CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988
ROAD CLASSIFICATION
OPA-LOCKA, FL
2021

Sponsored by: Interim City Manager

RESOLUTION NO. 22-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING A GRANT APPLICATION FOR THE NEAT STREETS GROWING ROOTS FOR ENVIRONMENTALLY EQUITABLE NEIGHBORHOODS (GREEN) MIAMI-DADE COUNTY MATCHING GRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Interim City Manager of the City of Opa-Locka has applied for a Matching Grant from the Growing Roots For Environmentally Equitable Neighborhoods (GREEN) Miami Dade County to plant trees in various areas of the City of Opa-Locka ("City"); and

WHEREAS, the goal for this project is to install a combination of 190 trees in various locations of the City. This is a combined effort of the City and Miami-Dade County to increase the tree canopy and reach the Million Trees in Miami- Dade County goal; and

WHEREAS, the proposed project is for Matching Grant from GREEN Miami Dade County to plant trees in various areas of the City. The goal for this project is to install a combination of 190 trees in various locations of the City; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to ratify the grant application, as described herein.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The City Commission of the City of Opa-Locka, Florida, hereby ratifies the submission of the grant application for the Neat Streets Growing Roots for Environmentally Equitable Neighborhoods (GREEN) Miami-Dade County Matching Grant Program, attached hereto as Exhibit "A".

SECTION 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Manager Signature:**			
Interim City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*12/14/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account# :*	*(Enter Fund & Dept)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
		X					
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organization** ☐ **Bus. & Economic Dev** ■ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:** Capital Improvement Program		City Manager		

Short Title:

Ratification of Grant Application for NEAT STREETS GROWING ROOTS FOR ENVIRONMENTALLY EQUITABLE NEIGHBORHOODS (GREEN) MIAMI-DADE COUNTY MATCHING GRANT PROGRAM

Staff Summary:

In conjunction with the City's grant writing service, staff has applied for Matching Grant from GREEN Miami Dade County to plant trees in various areas of the City. The goal for this project is to install a combination of 190 trees in various locations of the City. This is a combined effort of the City and Miami-Dade County to increase the tree canopy and reach the Million Trees in Miami-Dade County goal.

This project is proposed to cost $125,000. This amount consists of $100,000 of grant funds and $25,000 of matching City funds

Proposed Action:

Staff recommends the City Commission ratify the submission of a grant application for GREEN Miami Dade

Attachment:

1. Submitted Application

2023 GREEN Miami-Dade County Matching Grant

Let's grow some GREEN!

Apply today for our Growing Roots for Environmentally Equitable Neighborhoods (GREEN) Miami-Dade County Matching Grant to support **environmental equity** and help us achieve a **30 percent tree canopy County-wide.**

Funded by Miami-Dade County, this grant engages municipalities, agencies, non-profits, foundations, and community groups in planting native or Florida-friendly trees on public land, including corridors, gateways, bus stops, schools, libraries, public housing sites, and parks.

The **goal of this program** is to leverage the County's Tree Trust Fund by encouraging investments on public land.

Grants of $5,000 to $100,000 will be awarded to those communities who can demonstrate the greatest benefits for residents, employers and visitors, and are able to provide a stewardship plan for our joint investment.

The GREEN Miami-Dade County Matching Grant provides either a 75% or 50% **match** contribution to the Applicant, depending on existing urban tree canopy in the municipality where the proposed planting project is located, not to exceed the maximum grant amount for the current cycle ($100,000).

Eligible expenses for grant and matched funds are as follows:

- Procurement of trees
- Installation of trees
- Maintenance of trees
- Supply costs
- Preparation of the planting site
- Permit fees

The Grant Application must include the following:

- Online submittal by deadline
- Detailed proposed budget
- Google Live Planting Plan(s) with location, number of trees and species. A professional landscape design is not required.
- Before photos of project location(s).

Grant applications will be evaluated using the following criteria:

1. Existing Tree Canopy and Income Level
    - Area has 20 percent or less existing tree canopy
    - Area has low-to-moderate income populations
    - Applicant does not have access to a tree trust fund
2. Project Enhancements
    - Growing Green Bus Stops
    - Growing Green Playgrounds
    - Gateways/Corridors/Connections to Schools and/or Parks
    - Schools/Parks/Libraries/Public Housing Sites/Other
    - Natural Disaster Recovery
3. Resiliency/Impact
    - Biodiversity
    - Planting in a FEMA flood zone
    - Focus on Florida natives
    - Number of trees
    - First time applicant
    - Continuation of planting from a previous cycle (next phase)
4. Community Outreach
    - Defined plan to engage the public (e.g. newspaper/magazine article, surveys, informational materials to be distributed, etc.)
    - Social media plan
    - Fulfillment of established community plan

While preference will be given to areas with low-to-moderate income populations defined as census tract that are in the fourth or fifth quintile distribution of Median Household Income, and/or with 20 percent or less tree canopy, grant applications that do not meet either or both of these preferences will still be considered.

Timeline:

- Grant application opens: August 15, 2022
- Grant info webinar*: August 23, 2022 at 2 p.m.
- Application deadline: September 16, 2022
- Anticipated award announcements: early November 2022
- Last Day to Notify NSM staff of location changes: January 31, 2023
- Planting deadline: April 30, 2023
- Final report deadline: May 31, 2023

Visit the GREEN Miami-Dade County Matching Grant Program webpage for more details.

*On Tuesday, August 23, 2022, we will be hosting an informational webinar via Zoom. For more information, questions, or to request to join the webinar, please email Nikki.Anderson@miamidade.gov.

Click here for the GREEN Miami-Dade County Matching Grant Procedures.

Contact Information

Name of Organization *

City of Opalocka

Address *

780 Fisherman Street

Street Address

City of Opa-Lock

City

FLORIDA

State / Province

33054

Postal / Zip Code

United States

Country

Organization Type *

Municipality

Is the municipality a Tree City USA? *

Yes

How many trees were planted by your municipality/organization/agency in the previous calendar year (January 1 - December 31, 2022)? *

167

Contact Name (Person filling out application) *

Adelina Gross

Job Title *

CIP Manager

E-mail *

agross@opalockafl.gov

Phone Number *

305 - 9533868

Area Code | Phone Number

Project Manager (If awarded) *

Adelina Gross

E-mail *

agross@opalockafl.gov

Phone Number *

305 - 9533868

Area Code | Phone Number

Project Narrative

Project Title *

Opa-locka Blvd. CRA Tree I

Goals of Project *

Increase City Canopy
- Make a major aesthetic enhancement to different areas of the city and a primary traffic corridor, providing a more positive image to those passing through the City.
- A very small contribution to offset global warming.
- Beautify Ali Baba Avenue and the recently designated City of Opa-Locka Main Street (Opa-Locka Boulevard)

Who are the beneficiaries of this projects? How will this advance the community's tree strategy? For example, urban tree canopy restoration after a natural disaster, low tree canopy, beautification effort, stormwater mitigation, etc.

Will the project fulfill an element of an established community plan? (Yes/No) *

Yes

Please name the established community plan. *

Opa-locka Comprehensive

Is this proposal the continuation of a previous GREEN Miami-Dade County (formerly known as Street Tree) Matching Grant-funded project? If yes, please provide the funding year(s) below. *

2021, 2022

e.g. Yes - 2016, 2017

Project Enhancements

Project enhancements are key project components that help further specific goals and initiatives of Neat Streets Miami-Dade County. Please see below for a detailed description of each potential enhancement for inclusion. Please select all that apply.

Growing Green Bus Stops

Neat Streets Miami-Dade County's Growing Green Bus Stop initiative encourages the installation of shade trees at unshaded bus or transit stops throughout Miami-Dade County in order to mitigate the urban heat island effect and enhance the transit experience.

For information on Planting Trees at Bus Stops, click here.

Will your project include a Growing Green Bus Stop? *

Yes

Provide the location(s) of each bus or transit stop and the number of trees that will be planted (specify the species for each). *

Ali Baba Avenue
Opa-Locka Boulevard
Exact location included in tree planting map

e.g. Bus stop, SW 184th Street and 41st Avenue, 1 live oak, 1 green buttonwood

Attach a before photo of each bus and/or transit stop being shaded. *

Upload Files

Attach individual files showing each bus stop.

Growing Green Playgrounds

Neat Streets Miami-Dade County's Growing Green Playgrounds initiative addresses the wellbeing of children and youth in Miami-Dade County by ensuring their safety through the planting of shade trees at playgrounds (with or without canopy structures) to help decrease dangerously high surface temperatures.

Will your project include a Growing Green Playground? *

No

Gateways/Corridors/Connections to Schools and/or Parks

- *Gateways, both vehicular and pedestrian, identify entrance points into the County and key destinations within the County. They are intended to enhance travelers' experience as they enter Miami-Dade County from the surrounding areas by offering scenic views and appealing architectural elements. Gateways into retail areas, public greenways, and park systems may also take advantage of scenic views and incorporate local artwork and vegetation to provide texture and interest. Successful Gateways use* ***landscape****, architecture, other materials, and views to cultivate a sense of identify and an atmosphere of welcome.*
- *Corridors are the major physical routes that channel vehicular, pedestrian and boat traffic into and within Miami-Dade County, lining cities and neighborhoods to each other and to the surrounding region. The views and general experience of those traversing the County's Corridors define, to a great extent, the overall image of the County, consequently effecting residents' quality of life, the tourist experience, the economic development climate and other important factors.*
- *Creating safe and equitable access to parks and schools through infrastructure improvements, such as the installation of trees, encourages walking and bicycling.*

Will your project include shading a Gateway, Corridor, and/or Connection to School and/or Park? *

Gateway
Corridor
Connection to School

Provide the location(s) of each Gateway shaded. What is the Gateway an entrance to? What is the number of trees that will be planted (specify the species for each). *

Entrance to the City of Opa-locka
Ali Baba Avenue and State Rd
Opa-locka Boulevard and NW 22nd Avenue

e.g. Gateway is an entrance to the City of X, 20 live oak and 20 green buttonwoods

Attach a before photo of each Gateway being shaded. *

Upload Files

Attach individual files showing each Gateway.

Provide the location(s) of each Corridor shaded. What route is the Corridor a link to? What is the number of trees that will be planted (specify the species for each). *

Ali Baba Avenue and State Rd
Opa-locka Boulevard and NW 22nd Avenue
Exact location included in tree planting map
(Brya Ebenus (75) Largetromeia indica (75)

e.g. Corridor links retail mall to residential area, 15 silver buttonwoods, 18 pigeon plums

Attach a before photo of each Corridor being shaded. *

Upload Files

Attach individual files showing the corridor.

Provide the location(s) of the proposed planting, along with the name of the park/school the project is connecting to. What is the number of trees that will be planted (specify the species for each). *

Schools 20 Trees

-10 Trees (Brya Ebenus (5) Largetromeia indica (5)
Robert Ingram Elementary 600 Ahmad St, Opa-locka, FL 33054

-10 Trees (Brya Ebenus (5) Largetromeia indica (5)
Nathan Young Elementary
14120 NW 24th Ave, Opa-locka, FL 33054

Parks 20 Trees

-10 Trees (Brya Ebenus (5) Largetromeia indica (5)
Sherbondy Village Community Center
215 Perviz Avenue Opa-locka, FL

-6 Trees (Brya Ebenus (3) Largetromeia indica (3)
Helen L.Miller Center, Northwest 143rd Street, Opa-locka, FL

4 Trees (Brya Ebenus (2) Largetromeia indica (2)
Ingram Park, Burlington Street, Opa-locka, FL

e.g. NW 145th Terrace at SW 12th Street, leading to XXXX Elementary School, 12 gumbo limbos and 12 live oaks

Attach before photos of each Connection to a Park and/or School. *

Upload Files

Attach individual files showing each Park/School connection.

School/Park/Library/Public Housing/Other Planting Sites

The 2023 GREEN Miami-Dade County Matching Grant cycle encourages planting locations on public land, including streets, schools, parks, libraries, public housing sites, and other eligible locations. Planting trees in these locations aims to increase canopy and bring multiple benefits and enhancements to our community.

Will your project include planting at a school, park, library, public housing site, or other eligible public property? *

Yes

Provide the name and address of the public land location(s). What is the number of trees that will be planted (specify the species for each). *

Parks 20 Trees

-10 Trees (Brya Ebenus (5) Largetromeia indica (5)
Sherbondy Village Community Center
215 Perviz Avenue Opa-locka, FL

e.g. Miami Elementary School, 123 NW 1st Street, Miami, FL 33128; 12 live oaks and 7 gumbo limbos

Attach before photos of the public land planting sites to be enhanced. *

Upload Files

Attach individual files showing each affected area.

Natural Disaster Recovery

Natural disaster recovery includes tree replacement/planting of areas ravaged by hurricanes or other natural disasters, to help rebuild communities and improve resiliency physically, as green infrastructure.

Will your project include tree replacement in an area affected by a natural disaster? *

No

Please attach before photos of any project planting sites not covered in the Enhancements above.

Upload Files

Project Location

LANDSCAPE REQUIREMENTS

All trees must be canopy natives or Florida-friendly trees. For the purpose of this grant, palms are not considered canopy, and as such are **not** eligible for grant reimbursement or match for these projects. All trees must be planted on public land within Miami-Dade County in adherence to Miami-Dade County's Landscape Ordinance (Chapter 18-A and Chapter 18-B).

- Trees shall have a minimum overall height of 12-feet and 2-inch caliper at time of installation.
- When installed in roadways, trees shall have a maximum average spacing of 35-feet on center and be placed within 7-feet of the edge of the roadway pavement and/or where present, within 7-feet of the sidewalk.
- Trees shall be installed in a way that complies with site triangle regulations and should not be planted within no planting zones.
- If trees are proposed under overhead power lines, they shall have a minimum overall height of eight (8) feet and a minimum caliper of one-half (1.5) inch at the time of planting. The maximum average spacing in this case shall be 25-feet.
- All trees shall have and shall be maintained with a trunk clearance of four (4) feet (no multi-trunk).
- All trees must conform to the standards for a Florida No. 1 or better, as provided in the most current edition of the "Florida Grades and Standards for Nursery Plants."

Location(s) of Planting *

Ali Baba Avenue
Opa-locka Boulevard
NW 141st Street
NW 143rd Street
Codaddad Street

Location with cross streets, e.g. NW 17th Avenue, between 104th Street and 110th Street; e.g. Local Miami Park, 111 NW 1st Street

Will any of the trees proposed in this project be planted underneath power lines? *

No

Will any of the trees proposed in this project be planted in a high-flood risk FEMA Flood Zone *

No

Miami-Dade County Commission District (project location) *

1

To locate the project's Miami-Dade County Commission District, please click here.

County or Local Road? *

Local Road

Project must be located on either a local or county right-of-way. Please note, permits may be required depending on location of the planting.

Interested applicants planting outside of their jurisdiction should notify Neat Streets Miami-Dade County at Nikki.Anderson@miamidade.gov about their intent on planting in specified jurisdictions to avoid conflicting projects.

If planting in an area outside the applicant's jurisdiction, applicants must have permission from the governing jurisdiction of the project location at the time the application is submitted. If a permit is required to plant at that location, applicants must disclose that requirement in their grant application and are required to secure said permits within the grant project period prior to planting, if awarded.

Please state the local jurisdiction *

City of Opalocka

Description of Trees

Proposed number of trees to be installed *

190

All trees must be canopy native or Florida-friendly trees. Palms are not considered canopy. Please adhere to FPL's Right Tree, Right Place under power lines. In an effort to maximize grant dollars and long-term survivability of trees, please keep tree heights at 12ft to 14ft, and under powerlines, 8ft to 12ft, as appropriate.

For general information, along with recommended street tree species, please review the Miami-Dade County Street Tree Master Plan.

Please limit the planting of trees that have proven fragile during storms such as glaucous cassia (Senna surattensis), jacaranda (Jacaranda mimosifolia), yellow tabebuia (Tabebuia caraiba), and non-native ficus species.

Please provide a breakdown of the number of each species (scientific and common name) and size of trees (height & DBH/caliper) to be installed *

190 Trees
-Brya Ebenus Jamaica Rain 12' (95) DBH= 3.0"
-Largetromeia indica (White Crape Myrtle 12' (95) DBH= 3.5"

e.g. Quercus virginiana/live oak; 12 ft.; 2 inches - 10 trees

Planting Plan

For instructions on how to create a Planting Plan in Google Live Maps, please click here. Please note, if you are planning on planting more than 10 species as a part of this project, you will need to submit two (or more) Google Live Maps / Planting Plans, as there is a 10-layer limit per map.

Submit Planting Plan / Google Live Map Link(s) *

https://www.google.com/maps/d/edit?mid=140V15VrrI8PXNWcpFYuetmjgCuc2IXg&usp=sharing

Existing Tree Canopy and Income Level

Dependent on the scope of your project, existing tree canopy can be determined at different levels (municipal or zip code). Match requirements are determined by canopy at the municipal level. Please select one below. *

Municipal

Based on the level you selected above, please provide the target area's existing tree canopy. *

12

For information regarding existing tree canopy, please click here. If you have any questions, please contact Nikki Anderson at Nikki.Anderson@miamidade.gov.

Is the project area low-to-moderate income? *

Yes

For information regarding income level, please click here. If you have any questions, please contact Nikki Anderson at Nikki.Anderson@miamidade.gov.

Project Outreach and Maintenance Plans

Community Engagement Plan *

-Tree giveaway funded through the City CRA and Community Development Dept. with the support of Parks
- City monthly e-mail newsletter
- City social media outlets.
-Installation Signs and Announcements
- Commission presentation
- Project-end press release.

How are you communicating to residents and nearby landowners about your efforts and the benefits of the tree planting project? Who are your partners? In addition to the required press release, please describe your outreach methods (e.g. door hangers, pamphlets, newsletter, etc). Do you have a social media plan? Will there be ongoing public involvement?

Maintenance Plan *

gallons of water.
• For the next 6 months every other week with 10-15 gallons of water.
• For the remainder of the first year, water every other week with 10-15 gallons in absence of soaking rain.

For years 3 to 5, water at least once every two months with 20-30 gallons of water. Occasional deep wearing, especially during times of severe drought.

Please describe your short-term (1-year) and long-term (5-year) plan for tree maintenance. How will you maintain the trees after installation to ensure survival? Does your organization have money budgeted for landscape and tree maintenance? If so, how much will be set aside for the trees in this project?

Does the your municipality/agency/organization agree to staking (for 1 year) and watering (for 3 months) the trees planted as a part of this project? *

Yes

Interlocal Agreement for Tree Planting Reporting

Every Applicant is encouraged to enter into an Interlocal Agreement on the Periodic Reporting of Tree Planting with Miami-Dade County.

Has your municipality/agency/organization submitted an Interlocal Agreement with Miami-Dade County to report tree planting? *

No

Please enter the anticipated date that your organization will enter into the Agreement.

10-28-2022

Date

Timeline

We anticipate award notifications will be made in November 2022, with a planting deadline of April 30, 2023, and a final report due date of May 31, 2023. Please confirm below that your organization can accomplish the proposed planting within these parameters. *

Yes

Budget

MATCH REQUIREMENT

Applicants with projects located in municipalities with less than 10% existing urban tree canopy (UTC) will be responsible for 25% of total project costs; applicants with project locations with greater than 10% existing urban tree canopy will be responsible for 50% of total project costs. The GREEN Miami-Dade County Matching Grant provides either a 75% or a 50% match contribution to the Applicant not to exceed the maximum grant amount for the current cycle ($100,000).

- Example #1, for a $10,000 project in a low canopy (less than 10%) municipality, the GREEN Miami-Dade County Matching Grant would provide the Applicant with $7,500, and the Applicant would be required to provide a match of $2,500.
- Example #2, for a $10,000 project in an area with more than 10% existing UTC, the GREEN Miami-Dade County Matching Grant would provide the Applicant with $5,000, and the Applicant would be required to provide a match of $5,000.

Acceptable match includes in-kind services (capped at 10% for indirect costs, dependent on expense) and cash, which can include funds received through another grant. All match dollars and in-kind services must be expended post-award.

Eligible expenses for grant and matching funds include:

- Procurement of trees
- Installation of trees
- Maintenance of trees
- Supply costs
- Preparation of the planting site
- Permit fees

Eligible expenses for matching funds (no cap) include:

- Salary and fringe benefits for employees executing direct, project-related costs:
  o Preparation of planting site
  o Installation of trees
  o Maintenance of trees

Eligible expenses for matching funds (not to exceed 10% of the total award amount) include:

- Community outreach materials
- In-kind services of salary and fringe benefits for employees executing:
  o Grant management
  o Creation, collection, and/or disbursement of educational information and community outreach materials

Volunteer hours and value of donated materials are not eligible for reimbursement and will **not** be accepted as match.

Funds allocated to projects by the GREEN Miami-Dade County Matching Grant come from mitigation funds collected by the Division of Environmental Resources Management, i.e. the Tree Trust Fund, and as such are encumbered for the planting of trees on public property. These funds shall **not** be used to satisfy tree mitigation per permitting or enforcement requirements. Additionally, GREEN Miami-Dade County Matching Grant funds cannot be used to remove stunted trees.

Amount of Grant Funds Requested in $ *

100000

Amount of Matched Funds in $ *

25000

Total Project Budget *

1250000

Budget must equal Grant Funds + Match Funds

Click here for Budget and Staff Hour Estimate Templates. Please be sure to use the correct template based on the existing urban tree canopy at your proposed project location. If you have any questions about which match requirement applies to your project, please contact Nikki Anderson at Nikki.Anderson@miamidade.gov.

Detailed Budget *

Upload File

Sponsored By: Interim City Manager

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LOAN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND FOR IMPROVEMENTS TO THE CITY'S DRINKING WATER FACILITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") water utility system provides service to portions of neighboring communities, including southern portions of the City of Miami Gardens; and

WHEREAS, the City's water distribution system is old and is subject to periodic pipe failure, requiring excavation to effect repairs, including disrupting roadways; and

WHEREAS, the City of Miami Gardens is planning a major roadway improvement program, which, when completed, will require the City of Opa-Locka to be charged significantly more each time it becomes necessary to disrupt a roadway for a utility line repair; and

WHEREAS, consequently, the City is proposing a complete renovation of the water distribution system in this area to significantly lessen the probability of having to disrupt the City of Miami Gardens upgraded roadway for the foreseeable future; and

WHEREAS, it is anticipated that this project will cost approximately $2.0 million. Approval is recommended to authorize the City Manager to submit a loan application for said amount and be the designated and authorized representative to establish pledged revenues, and provide the assurances and commitments required by the State Revolving Fund Application; and

WHEREAS, this project will enable the City of Opa-Locka to upgrade and replace the drinking water infrastructure of the section designated as Miami Gardens Phase 1 to continue to ensure the provision of safe drinking water while significantly reducing maintenance costs due to an upgraded and more reliable water distribution system; and

WHEREAS, the City Commission finds it in the best interests of the City to authorize the Interim City Manager as the designated and authorized representative to establish pledged revenues and provide the assurances and commitments required by the State Revolving Fund Drinking Water Loan agreement for the Miami Gardens Phase 1 water facilities improvement project.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission hereby authorizes the Interim City Manager to execute a loan application to the Florida Department of Environmental Protection State Revolving Fund for improvements to the City of Opa-Locka Drinking Water Facility.

SECTION 3. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Williams	(Yes)_____	(No) _____
Commissioner Kelley	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Vice Mayor Ervin	(Yes)_____	(No) _____
Mayor Taylor	(Yes)_____	(No) _____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*12/14/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							x
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *Improve the quality of Drinking Water and protect public health*		
	X						
Sponsor Name	City Manager		**Department: CIP/PW**		City Manager		

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA FLORIDA AUTHORIZING A LOAN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND FOR IMPROVEMENTS TO THE CITY OF OPA-LOCKA DRINKING WATER FACILITY

Staff Summary:

The City's water utility system provides service to portions of neighboring communities, including southern portions of the City of Miami Gardens. The City's water distribution system is old and is subject to periodic pipe failure, requiring excavation to effect repairs, including disrupting roadways. The City of Miam Gardens is planning for a major roadway improvement program, which, when completed, will require the City of Opa-locka to be charged

significantly more each time it becomes necessary to disrupt a roadway for a utility line repair. Consequently, the City is proposing a complete renovation of the water distribution system in this area to significantly lessen the probability of having to disrupt the City of Miam Gardens upgraded roadway for the foreseeable future.

It is anticipated that this project will cost approximately $2.0 million. Approval is recommended to authorize the City Manager to submit a loan application for this amount and be the designated and authorized representative to establish pledged revenues, and provide the assurances and commitments required by the State Revolving Fund Application.

This project will enable the City of Opa-locka to upgrade and replace the drinking water infrastructure of the section designated as Miami Gardens Phase 1 to continue to ensure the provision of safe drinking water while significantly reducing maintenance costs due to an upgraded and more reliable water distribution system.

Financial Impact: SRF loans are typically 20-year loans with current annual interest rates in the range of 2%. If the City is successful in obtaining this loan, debt service (principal and interest payments) will be slightly over $100,000 per year. If the City is awarded this loan, it will be brought forward for Commission approval, at which time the debt service and the manner in which it will be funded will be clearly defined.

Proposed Action:

Staff recommends the City Commission authorize the City Manager as the designated and authorized representative to establish pledged revenues and provide the assurances and commitments required by the State Revolving Fund Drinking Water Loan agreement for the Miami Gardens Phase 1 water facilities improvement project.

Attachment:

1. Agenda
2. Project Description

" THE GREAT CITY "

City of OPA-LOCKA Florida

Water Distribution System Improvements Miami Gardens Phase 1

1. Scope and Water Mains, Valves, Fire Hydrants replacement/upgrade and/or repair

The City of Opa-Locka provides water and sewer utility services for a portion of the City of Miami Gardens' jurisdictional area. The existing Asbestos Cement Pipe (ACP) water mains within the subject location requires replacement sent. As such, the City of Opa-Locka is proposing to implement the Miami Gardens Water Main improvements project to serve the existing commercial and residential properties.

The project area is bounded south by NW 151st Street, to the west by NW 37 Ave., to the east by NW 32nd Ave, and to the north by Biscayne Canal.

The western area is industrial area which is served by existing 12" PVC Water Mains. The eastern area is
A residential neighborhood and served by existing 6" ACP and 2" ACP water mains. The existing 2" ACP
water mains are located along the existing rear lot utility easements. The proposed project scope includes
the relocation of water service and water meter locations from rear lot easements to front road right-of-way

The project scope of work includes the construction of:

1. 5,565 LF of 8" PVC (C-900) water main

2. 1,027 LF of 8" HDPE water main

3. 212 LF of 8" DIP water main

4. 151 LF of 6" DIP water main

5. 8 Fire Hydrants

6. 116 single-family residential service connection

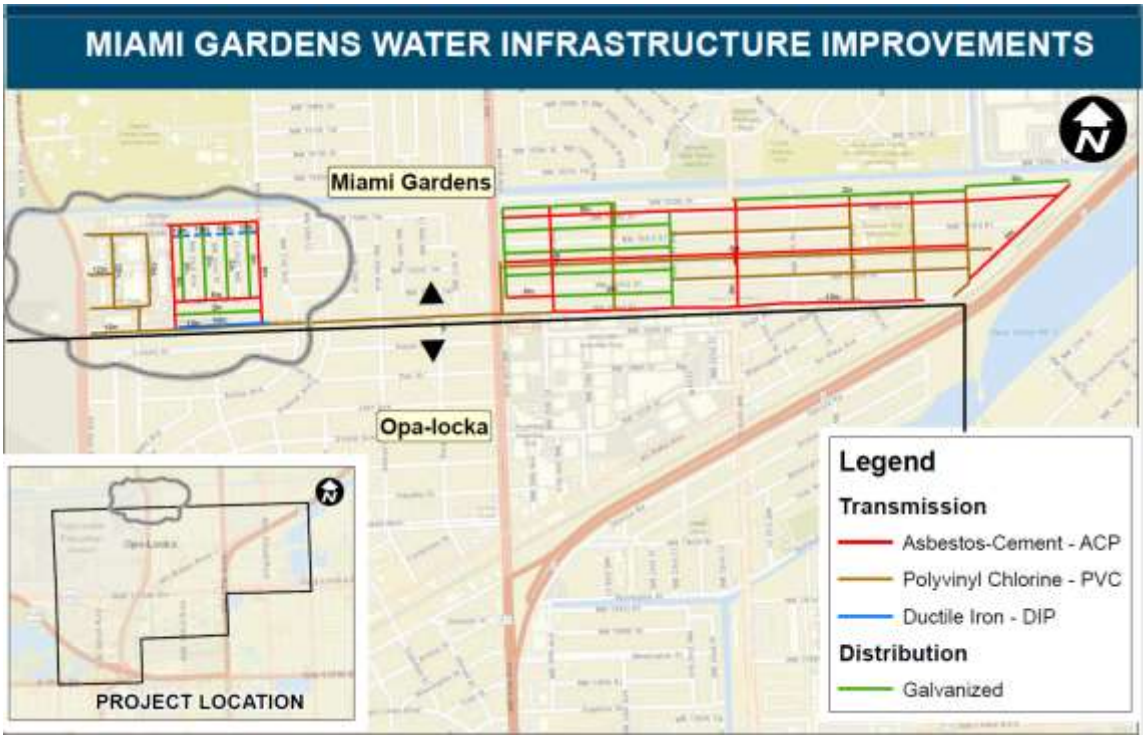
7. Replacement of commercial single/double/multi water services

8. Relocation of water services from rear lot easements to the front road right-of-way

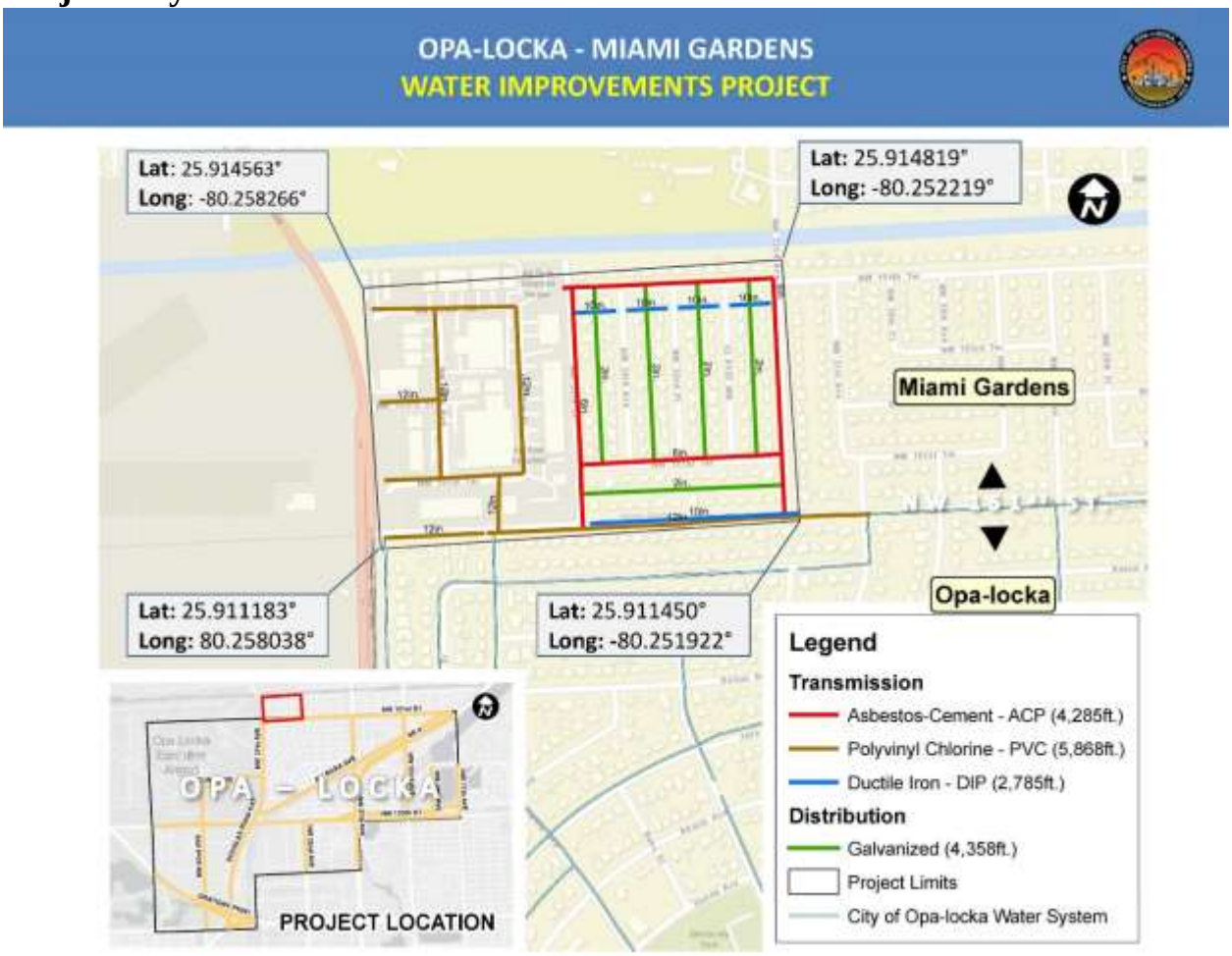
9. Abandonment of existing ACP pipe and

10. Pavement restoration

The distribution system for Miami Gardens is more than 40 years old, the city is in need of replacing existing asbestos cement pipes and lining/repairing, and/or upgrading, existing water mains. Based on the assessment report the city needs to replace the faulty and very old water distribution system within the highlighted section.



Project Layout



Cost:

The project construction cost is approximately One Million Eight Hundred Ninety-Two Thousand Five Hundred Six Dollars ($1,892,506.00).

Sponsored By: Interim City Manager

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR CONSTRUCTION SERVICES FOR THE REPLACEMENT OF THE SESAME STREET CULVERT, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to issue a Request for Proposals ("RFP") to provide construction services for the Replacement of the Culvert located along Sesame Street, on the Opa-Locka Canal; and

WHEREAS, this Project is required to restore traffic to its normal conditions along Sesame Street, within the City; and

WHEREAS, the City has identified the replacement of this culvert as a high priority project, as its current condition is causing disruptions to traffic. Sesame Street is currently closed between the intersection with Atlantic Avenue and 135th Street. As identified by an engineering firm evaluation, the culvert had failed wing walls, loss of backfill material and failed top slab; and

WHEREAS, these conditions require the complete replacement of the culvert structure with a new permanent installation that will provide a prolonged useful life; and

WHEREAS, the work generally consists of but is not necessarily limited to the following: the installing of Contractor furnished materials and equipment necessary for the complete replacement of a culvert along Sesame Street between NW 135th Street and Atlantic Avenue, within the City. Replacement includes 66-inch Aluminized Steel piping with new curb and gutters, sidewalks, guardrails, and pavement resurfacing with all appurtenant for miscellaneous items and work for a completed project; and

WHEREAS, the RFP will be issued electronically, but may require additional advertising, estimated to be Three Thousand Dollars ($3,000.00); and

WHEREAS, the City Commission authorizes the Interim City Manager to issue an RFP, attached hereto as Exhibit "A", for the provision of construction services for the Replacement of the Culvert located along Sesame Street, on the Opa-Locka Canal.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves the issuance of a Request for Proposals (RFP), attached hereto as Exhibit "A", for the provision of construction services for the replacement of the Sesame Street Culvert, within the City.

SECTION 3. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____
Commissioner Kelley _____
Commissioner Williams _____
Vice Mayor Ervin _____
Mayor Taylor _____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*12/14/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							x
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *Improve the quality of Drinking Water and protect public health*		
	X						
Sponsor Name	City Manager		**Department: CIP/PW**		City Manager		

Short Title:

A Resolution to issue an RFP to select a qualified contractor(s) for replacement of the Sesame Street Culvert

Staff Summary:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to issue an RFP for construction services for the Replacement of the Culvert located along Sesame Street, on the Opa-locka Canal. This project is required to restore traffic to its normal conditions along Sesame Street.

The City has identified the replacement of this culvert as a high priority project, as its current condition is causing disruptions to traffic. Sesame Street is currently closed between the intersection with Atlantic Avenue and 135th Street. As identified by an engineering firm evaluation, the culvert had failed wing walls, loss of backfill material and

failed top slab. These conditions require the complete replacement of the culvert structure with a new permanent installation that will provide a prolonged useful life.

Sesame Street Culvert Replacement: The work generally consists of but is not necessarily limited to the following: the installing of Contractor furnished materials and equipment necessary for the complete replacement of a culvert along Sesame Street between NW 135th Street and Atlantic Avenue. Replacement includes 66-inch Aluminized Steel piping with new curb and gutters, sidewalks, guardrails, and pavement resurfacing with all appurtenant for miscellaneous items and work for a completed project.

Financial Impact: The only financial impact at this time will be expenditure of up to $3,000 for advertising this RFP to ensure the broadest number of potential bidders are made aware of this opportunity. The adopted FY 23 Budget includes $800,000 for the project's construction.

Proposed Action:

Staff recommends the City Commission approve the RFP issuance for replacement of the culvert along Sesame Street to remedy safety issues and restore normal traffic patterns on Sesame Street.

Attachment:

1. Agenda
2. RFP for Replacement of the Culvert along Sesame Street

300 Engineering Group, LLC
CONTRACT NO. 20-0324200 - TASK 3
CULVERT REPLACEMENT ALONG SESAME STREET
BETWEEN NW 135TH STREET AND ATLANTIC AVENUE
Engineer's Opinion of Probable Cost

PROJECT PLANS COMPLETION PERCENTATGE: **90%**

ITEM NO.	DESCRIPTION	UNIT	COST/UNIT	QUANTITY	TOTAL COST	COMMENTS
A - CONSRUCTION ITEMS						
	Civil					
1	FURNISH AND INSTALL INLET PROTECTION SYSTEM	EA	$90.00	2	$180.00	
2	FURNISH AND INSTALL FLOATING TURBIDITY BARRIER	LF	$25.00	150	$3,750.00	
3	FURNISH AND INSTALL TEMPORARY GUARDRAIL	LF	$120.00	120	$14,400.00	
4	FOR SELECTIVE DEMOLITION	LS	$75,000.00	1	$75,000.00	
5	FURNISH AND INSTALL CANAL BYPASS PUMPING	day	$2,500.00	45.000	$112,500.00	
6	FOR REWORK LIMEROCK BASE, 4"	SY	$15.00	35	$525.00	
7	FOR MILLING EX. ASPHALT PAVEMENT, 1" AVG DEPTH	SY	$5.00	1025	$5,125.00	
8	FURNISH AND INSTALL SUPERPAVE ASPHALTIC CONCRETE, SP-9.5, PG-	TN	$200.00	56	$11,200.00	
9	FURNISH AND INSTALL CONCRETE SIDEWALK, 4" THICK	SY	$100.00	1	$100.00	
10	FURNISH AND INSTALL CONCRETE PAVEMENT, 10" THICK	SY	$350.00	167	$58,450.00	
11	FURNISH AND INSTALL PIPE CULVERT ROUND, 66" DIAMETER	LF	$500.00	200	$100,000.00	
12	FURNISH AND INSTALL CAST IN PLACE MITERED END SECTIONS	CY	$200.00	40	$8,000.00	
13	FURNISH AND INSTALL CONCRETE CURB & GUTTER, TYPE F	LF	$35.00	345	$12,075.00	
14	FURNISH AND INSTALL DETECTABLE WARNINGS	SF	$50.00	1	$50.00	
15	FURNISH AND INSTALL RIPRAP-RUBBLE STONE	TN	$95.00	165	$15,675.00	
16	FURNISH AND INSTALL GUARDRAIL-ROADWAY	LF	$40.00	270	$10,800.00	
17	FURNISH AND INSTALL THERMOPLASTIC, STANDARD, WHITE, SOLID,	LF	$7.00	72	$504.00	
18	FURNISH AND INSTALL THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	GM	$6,200.00	0.013	$80.60	
19	FURNISH AND INSTALL THERMOPLASTIC, STANDARD, YELLOW, SOLID,	GM	$6,600.00	0.038	$250.80	
20	FURNISH AND INSTALL RETRO-REFLECTIVE/RAISED PAVEMENT	EA	$80.00	8	$640.00	
21	FURNISH AND INSTALL PERFORMANCE TURF	SY	$20.00	40	$800.00	
	SUBTOTAL A - CONSTRUCTION COSTS:				**$430,105.40**	
B - OTHER DIRECT COSTS						
	MOT AND TRAFFIC CONTROL (PERCENTAGE OF A) :		5.8%		$24,946.11	
	MOBILIZATION AND DEMOBILIZATION (PERCENTAGE OF A) :		4.3%		$18,494.53	
	OFF-DUTY POLICE OFFICER		-		-	Included in MOT
	SUBTOTAL B - OTHER DIRECT COSTS:				**$43,440.65**	
	CONSTRUCTION SUBTOTAL (A + B):				**$473,546.05**	
C - CONTINGENCY						
FOR UNFORSEEN CONDITIONS, MINOR CONSTRUCTION CHANGES, AND QUANTITY ADJUSTMENTS AS ORDERED BY THE ENGINEER (PERCENTAGE OF CONSTRUCTION SUBTOTAL):			20.0%		**$94,709.21**	
DEDICATED ALLOWANCE: JET EXISTING STORM PIPES SOUTH OF CULVERT		LF	$20.00	200	**$4,000.00**	
DEDICATED ALLOWANCE: DESILT TWO (2) DRAINAGE STRUCTURES		EA	$500.00	2	**$1,000.00**	
DEDICATED ALLOWANCE: SHEETING & SHORING		SF	$20.00	2,100	**$42,000.00**	
DEDICATED ALLOWANCE: REMOVAL & TRANSPORT OF UNSUITABLE BACKFILL		CY	$50.00	465	**$23,250.00**	
DEDICATED ALLOWANCE: PERMITS, BONDS, INSURANCE, MAINTENANCE BOND			5.0%		**$23,677.30**	
	TOTAL VALUE OF ENGINEER'S OPINION OF PROBABLE COST (A + B + C):					**$662,182.56**

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THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

TO THE COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA

Ladies and Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Opa-Locka, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Office of the City Engineer of Opa-Locka, which are referred to below and made a part hereof, at the following combination of lump sum prices:

Item No.	Estimated Quantity	Description	Total
1.	Lump Sum (Divided into 2 or 4 payments See Measurement and Payment for Conditions)	For performing preparatory work and operations in mobilizing for beginning the work of the Project, but excluding materials and permit costs, both of which are paid under other payments items, the lump sum of _____ Dollars and _____ Cents	$_____
2.	195 LF	For selling and delivering to the City 66-inch SRASP pipe and joints by Contech, or approved equal, for the three (3) barrel culvert installation, the price per linear foot of _____ Dollars and _____ Cents	$_____
3.	195 LF	For installing 66-inch SRASP pipe and joints by Contech, or approved equal, for the three (3) barrel culvert, price per linear foot of _____ Dollars and _____ Cents	$_____

Item No.	Estimated Quantity	Description	Total
4.	140 LF	For selling and delivering to the City General Guardrail per FDOT index No. 400 with mechanical appurtenances required, the price per linear foot of _____ Dollars and_____Cents	$_____
5.	140 LF	For installing City General Guardrail per FDOT index No. 400 with mechanical appurtenances required, the price per linear foot of _____ Dollars and_____Cents	$_____
6.	Lump Sum	For demolition and removal of existing three (3) 66-inch concrete pipe culvert with headwalls and retaining walls, the lump sump of _____ Dollars and_____Cents	$_____
7.	465 CY	For the excavating of existing backfill material at existing Culvert location, the price per cubic yard of _____ Dollars and_____Cents	$_____
8.	Lump Sum	For providing adequate bypass pumping to maintain uninterrupted Canal flow during construction, the price per lump sump of _____ Dollars and_____Cents	$_____

Item No.	Estimated Quantity	Description	Total
9.	Lump Sum	For selling and delivering to the City all necessary erosion control measures specified on plans, including Turbidity Barriers and Drop Inlet Sediment Protection required, the price per lump sum of _____ Dollars and_____Cents	$_____
10.	Lump Sum	For furnishing and installing all necessary erosion control measures specified on plans, including Turbidity Barriers and Drop Inlet Sediment Protection required, the lump sum price of _____ Dollars and_____Cents.	$_____
11.	45 CY	For selling and delivering to the City Concrete for the installation of 10-inch thick Concrete Pavement (min. 3,000 psi at 28-day) per FDOT index No. 350, the price per cubic yard of _____ Dollars and_____Cents.	$_____
12.	45 CY	For constructing 10-inch thick Concrete Pavement (min. 3,000 psi at 28-day) per FDOT index No. 350, as indicated in the Plans, the price per cubic yard of _____ Dollars and_____Cents.	$_____
13.	405 SF	For constructing 4-inch thick sidewalk and ramp curbing to match existing per FDOT index No. 310, the price per square foot of _____ Dollars and_____Cents.	$_____

Item No.	Estimated Quantity	Description	Total
14.	150 SF	For constructing new concrete curb and gutter per FDOT index No. 300, the price per square foot of _____ Dollars and_____Cents.	$_____
15.	150 CY	For furnishing and placing suitable Backfill required for Culvert placement, the price per cubic yard of _____ Dollars and_____Cents.	$_____
16.	165 TON	For furnishing and installing Rubble (Broken Stone) at Culvert embankment for the rip-rap installation as per FDOT index No. 530, the price per ton of _____ Dollars and_____Cents.	$_____
17.	10 CY	For furnishing and constructing cast-in-place Mitered End Sections at Culvert pipe barrels per FDOT index No. 430-021, the price per cubic yard of _____ Dollars and_____Cents.	$_____

Item No.	Estimated Quantity	Description	Total
18.	1025 SY	For milling (nominal 1 inch thick), surface course for permanent paving repairs, the price per square yard of _____ Dollars and_____Cents.	$_____
19.	1025 SY	For constructing for Type "V" permanent paving repairs as per details provided in plans, the price per square yard of _____ Dollars and_____Cents.	$_____
20.	Lump Sum	For replacing pavement markings damaged, removed, or obliterated by the contractor's operation, the lump sum price of _____ Dollars and_____Cents.	$_____
21.	40 SY (Contingent Item)	For restoring sodded area, the price per square yard of _____ Dollars and_____Cents.	$_____
22.	Lump Sum	For providing full Traffic Control during construction, Maintenance of Traffic, the lump sum price of _____ Dollars and_____Cents.	$_____

Item No.	Estimated Quantity	Description	Total
23.	2100 SF (Contingent Item)	For sheeting and shoring ordered left in place by the Engineer, the price per square foot of _____ Dollars and_____Cents.	$_____
24.	465 CY (Contingent Item)	For removal, transport and legal disposal of unsuitable backfill materials, including tipping fees, the price per cubic yard of _____ Dollars and_____Cents.	$_____
25.	**Sub-Total – Bid Items 1 through 25**	**$_____**	
26.	Dedicated Allowance	For providing uniformed, off-duty policemen for the purpose of maintenance of traffic, the aggregate sum of _____ Dollars and_____Cents.	$_____
27.		For all cost of required permit fees, impact fees, if required by the Engineer, the sum of 3% of the Subtotal, Item 26 (0.03) x (Subtotal, Item 26) _____ Dollars and_____Cents.	$_____

Item No.	Estimated Quantity	Description	Total
28.		For unforeseen conditions, for minor construction changes and for quantity adjustments, if ordered by the Engineer, the sum of 10% of the Subtotal, Item 25 (.10) x (Subtotal, Item 25) _____ Dollars and_____Cents.	$_____
29.	**TOTAL BID – (Sum of Bid Item Nos. 26, 27, 28 and 29)**	$_____	

Note: For a detailed description of each Quotation Item, refer to Section 01025 of the Specifications entitled "Measurement and Payment.

THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

The City of Opa-Locka reserves the right to waive any informality in any bid and to reject any or all bids.

TOTAL BASE BID PRICE FOR PROPOSAL (ITEMS 1 THROUGH 29): $_____
(FIGURES)

_____Dollars and

_____Cents

AMOUNTS SHALL BE SHOWN ON BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the bid proposal and in the TOTAL BASE BID PRICE are costs for complying with the Florida Trench Safety Act, F.S. 553.60 et. seq. The Bidder by signing and submitting the Trench Safety Act Compliance Statement is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards.

Contract award shall be based upon the total base bid price, as identified above, by the lowest responsive, responsible bidder.

_____ _____

FIRM NAME (PRINT) BIDDER'S SIGNATURE

THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

GENERAL CONDITIONS

1.0 PERFORMANCE OF WORK: The Contractor shall supply all labor, transportation, materials, machinery, tools, apparatus and equipment necessary for the entire proper and substantial completion of his work, and be accountable for the safe, proper and reasonable construction, maintenance and use of the same during construction, and shall remove all construction equipment upon completion, and shall perform all work in the best and most workmanlike manner. Special care shall be taken by the Contractor in placing and removing stock piles of material, and in the work in general to avoid unnecessary injury to either public property or other areas adjacent to the work.

2.0 CONCURRENT WORK: Work may be performed concurrently by the utilities in the City or the City's Contractor in the right-of-way and it shall be the responsibility of the Contractor to coordinate his work with the utility companies, the City and the City's Contractors.

3.0 USE OF PUBLIC STREETS: Construction shall be performed in such a manner as to provide a minimum of inconvenience to the residents of the area. Any other excavated material spilled from trucks shall be removed by the Contractor and the streets shall be cleaned twice daily to the satisfaction of the Public Works Director.

4.0 EXISTING UTILITIES AND STRUCTURES: It will be the Contractor's responsibility to exercise all caution in the vicinity of any utility. The Contractor shall be fully responsible for, and make good all damages to buildings, telephone or other cables, sewers, water pipes, pavement, driveways, walls, sprinkler systems, survey markers, or other structures which may be encountered whether or not shown on the plans. The Contractor shall have a utility check performed prior to any construction.

4.1 The locations of existing utilities have been prepared using the best information available however, the information is not guaranteed. The Contractor shall be responsible for determining the location, character and depth of all utilities. The Contractor shall be responsible for and make good all damages to all pavement structures and utilities which may be encountered whether or not shown on the plans. The cost of restoration shall be included in the unit price stated in the proposal for the related work.No extras for restoration will be allowed.

4.2 The Contractor shall protect from damage all utilities, structures, surface and subsurface structures at or near the site of the work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of this contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to

repair any such damage promptly, the City may have the necessary work performed and charge the cost thereof to The Contractor.

4.3 At points where The Contractor's operations are adjacent to utility facilities, which if damaged, might result in expense, loss, disruption of service or other undue inconvenience to the public or to the Owner, work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall be solely and directly responsible to the Owner and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by The Contractor's operations.

4.4 The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Contractor shall obtain the name, address, and telephone number of each utility company to contact. The Contractor shall submit to the Engineer these said names and addresses.

4.5 The Contractor shall comply with the Florida Building Code and City Code regarding precautions to be taken in the protection of existing vegetation, structure, utilities and improvements.

4.6 The Contractor shall maintain access to fire hydrants and alarm boxes throughout the prosecution of the work. Hydrants and fire alarm boxes shall be kept clear and kept visible at all times unless approved otherwise. If visibility cannot be maintained, The Contractor shall provide clearly visible signs showing the location of the fire hydrant and fire alarm boxes.

4.7 The Contractor shall comply with the requirements of the Clean Air Act and the Federal Water Pollution Control Act as well as other requirements specified in those regulations and guidelines listed thereunder.

5.0 **EXISTING LANDSCAPING:** The Contractor shall be fully responsible for maintaining in good condition, existing trees, grass and shrubs situated within the designated right-of-way, project site or on private property adjacent to the work.

6.0 **EXISTING SIGNS AND UTILITY CASTINGS:** All existing signs and utility castings shall be preserved and shall remain the property of the City of Opa-Locka. Those not reused shall be delivered to the Opa Locka Public Works Yard at 12950 NW 42 Ave in Opa Locka, FL 33054.

7.0 **STOCK PILING MATERIALS:** Contractor shall not stockpile materials at the project site unless approved in writing by the Engineer.

8.0 **PERMITS:** The Contractor shall obtain all required occupational licenses and permits, etc., and pay all required fees. Permits issued by the City will be issued without charge to the Contractor

9.0 **EXTRAS:** Bills for extras will be allowed only when work is ordered in writing and approved by the Public Works Director. No money will be allowed for extra work unless approved in writing, beforehand, by the Public Works Director.

10.0 CLEANING UP: The Contractor will be required to leave the work and adjacent areas free of any accumulated rubbish or surplus materials on a daily basis, unless otherwise directed by the Public Works Director. In the event of failure or undue delay on the part of the Contractor, the City may employ such equipment and laboras may be necessary, and charge such costs against the Contractor and deduct the amount from the monies due the Contractor for work performed.

11.0 RESTORATION: The Contractor shall complete all restoration as the work is completed but in no event later than five (5) working days.

12.0 TESTING: The Engineer or other person designated by the Public Works Director to supervise the work shall have the right at any time to have tests made on any material used on the job. All expenses for tests shall be borne by the City of Opa-Locka, except the cost of re-testing materials which failed to meet the specifications and waiting time due to Contractor failure to be ready for tests when scheduled. The cost and scheduling of such re-testing shall be the responsibility of the Contractor. All re-testing shall be done by the testing laboratory which test the failed samples. The Contractor will inform the City of his source of materials with sufficient time to secure the necessary samples and perform the necessary tests. The Contractor shall request and receive inspections of specific phases of work asrequired elsewhere in these specifications. The Contractor shall provide current modified proctor test results for all fill material used on the job.

13.0 PAYMENT: Payment will be made in full compensation for all work performed, materials, labor, tools and equipment furnished, and incidental expenses necessary to complete the work. Payment shall be made on 90% of the monthly estimate and upon the presentation of partial releases of lien. Final payment shall be made upon presentation of a completion statement, receipt of the final releases of lien, receipt of as-built drawings and after final acceptance by the City.

14.0 ACCEPTANCE: Acceptance by the City shall not relieve the Contractor of the responsibility of correcting any defective part of the work resulting from either workmanship or materials or replacing or repairing damaged property resulting from any phase of the Contractor's work.

15.0 GUARANTEE: The Contractor shall guarantee all materials and workmanship for a period of one year from the date of **acceptance** by the City.

16.0 LINE AND GRADE: Where required as determined by the Engineer, the City will establish a base line and reference elevations. All additional lines and grades required for completion of the work shall be furnished at the Contractor's expense.

17.0 TRAFFIC MAINTENANCE: The Contractor shall provide all temporary signing, striping, detouring, barricading, signals, competent flagmen, etc. required in accordance with the minimum requirements of the latest Manual of Uniform Traffic Control Devices, whenever and wherever needed for pursuance of the project, and/or

as directed by the Engineer. The Contractor shall also coordinate these operations with the City of Opa-Locka Public Works Department. The Contractor shall supply the Engineer with a traffic maintenance plan.

18.0 PROTECTION OF WORK: It shall be the Contractors' responsibility to protect the public and workmen from ongoing construction hazards.

19.0 UNIFORMED POLICE: The Contractor shall be responsible for obtaining the services of the uniformed police officers as needed or as directed by the Engineer. The Contractor shall be reimbursed for the direct, actual expenses for such uniformed police officers.

20.0 INSPECTION: Inspection will be required during all phases of construction, and it shall be the Contractor's responsibility to contact the Engineer or its representative when any work is being performed. The Contractor shall also be responsible for coordinating all inspections of work performed by Subcontractors. Failure to contact the Engineer/Architect or its representatives to obtain the required inspections shall be sufficient cause for rejection.

21.0 LICENSES: The Contractor and all Subcontractors shall submit at the time of bidding, copies of all licenses held by the Company that pertain to the type of work to be performed under this contract. Failure to submit copies of licenses is grounds for rejection of the bid.

22.0 CONTACT PERSON: The Contractor shall provide the Engineer with a local (Miami Dade County) telephone number where the Contractor can be contacted 24 hours a day for the duration of the project.

23.0 UTILITY COORDINATION: The City will not be liable for any delay or added expense the Contractor experiences due to the actions of others, nor shall the City be held responsible for any damages which may be incurred, due to the actions of the Contractor or representative.

24.0 EXAMINATION OF PREMISES: Before submitting proposals for his work, each bidder will be held to have examined the premises and satisfied himself as to the existing conditions under which he will be obligated to work, including all conditions which will in any way affect the work under this contract.

25.0 NON-EXCLUSIVE CONTRACT: Nothing in this contract shall prevent the City from employing other contractors to perform the same or similar work. This can include other contractors working concurrently on the same location.

THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

SPECIAL CONDITIONS

1.0 SCOPE OF WORK:

1.1 SESAME STREET CULVERT REPLACEMENT: The work generally consists of but is not necessarily limited to the following: the selling, delivering and installing of Contractor furnished materials and equipment necessary for the complete replacement of a culvert within along Sesame Street between NW 135th Street and Atlantic Avenue. Replacement includes 66-inch Aluminized Steel piping with new curb and gutters, sidewalk, guardrail, and pavement resurfacing with all appurtenant for miscellaneous items and work for a completed project.

2.0 COMPLETE PROJECT REQUIRED: The specifications describe the various items or classes of work required enumerating or defining the extent of same where necessary to clarify the drawings, but failure to list any items shall not relieve the Contractor from furnishing, installing and performing such work where shown on the drawings, required by any part of the specifications or necessary for the satisfactory completion of the project.

3.0 WORK SCHEDULE: The Contractor shall submit schedules which show the order in which the Contractor proposes to carry out the work with dates for starting various parts of the work and estimated completion dates. The progress schedules shall be furnished to the Engineer prior to the pre-construction meeting date which will be established by the City.

4.0 PRE-CONSTRUCTION MEETING: After the contract has been awarded and signed, but prior to commencement of work, a pre-construction meeting shall be held. The meeting shall be attended by authorized representatives of the City and Contractor. The purpose of this meeting will be to review the Contractor's submitted progress schedule, clarify jurisdiction and to acquaint all parties presentwith the authorized representative to be notified. The Contractor will be notified inwriting as to the date and place of the meeting.

5.0 AS-BUILT INFORMATION: As work progresses, the Contractor must record all information pertaining to changes and deviations from the contract drawings with special attention to all underground installations. At completion of the job, the Contractor shall submit a complete set of reproducible as-built drawings to the City.

Additionally, the Contractor shall maintain a field book with all deviations recorded. The completed as-built sketches and field books shall become the property of the

City. As-built information must be supplied with each pay request. Failure to provide as-built information is cause to reject pay request.

6.0 LIQUIDATED DAMAGES: Should the Contractor, or in the case of default, the surety, fail to fully complete the work within the time stipulated in the proposal, the minimum sum of five hundred dollars ($500.00) per day shall be deducted from any money due the Contractor not as a penalty but as liquidated damages.

7.0 APPROVAL OF MATERIALS:

7.1 Whenever in these plans and/or specifications a certain brand of materials is specified, it is done for establishing the level of quality, capacity and the characteristics desired. Materials or products specified by the name of manufacturer or the brand or trade name or catalog reference shall be the basis ofthe bid.

7.2 The Contractor shall make written request for the use of alternate materials within ten (10) days after the Contract is signed, and before ordering any materials requiring approval. If the Contractor makes no request for approval of alternate materials within ten (10) days of the signing of the Contract, it shall be assumed that he intends to furnish the items specified.

7.3 The use of materials other than that specified without the written approval of the Engineer shall be sufficient reason for rejection of the work.

8.0 USE OF PUBLIC STREETS: Construction in the right-of-way or streets shall be performed in such a manner as to provide a minimum of inconvenience to the residents of the area. Access to all residents' homes shall be maintained at all times. A minimum of one traffic lane shall be open at all times.

9.0 STRIPING:

9.1 Temporary striping shall be placed within 48-hours of completion of each course of asphalt unless another course is placed within 48-hours. The cost of temporary striping shall be included in the unit cost of permanent thermoplastic striping.

9.2 Permanent thermoplastic striping shall be placed within 30 days of completing final paving unless otherwise approved by the Engineer.

10.0 RESTORATION OF SURVEY MARKERS: When existing survey markers are removed or destroyed as a result of the construction, it shall be the responsibility ofthe contractor to replace them using a registered licensed surveyor.

11.0 PROJECT LAYOUT: The Contractor shall layout the proposed work and contact all utilities to verify utility locations. If changes are required, due to conflict or design,the Engineer will make the final determination.

12.0 WORKING HOURS: The normal City working hours are Monday through Friday 8:00 a.m. until 5:00 p.m.

13.0 FINANCIAL STATEMENT: As part of the Contractor's submittal, he/she shall include a certified financial statement detailing the company's financial status over the previous two years.

14.0 NOTICE TO PROCEED: A single notice to proceed will be issued for this project. Upon receipt of the notice to proceed, the contractor shall commence work upon the site(s) within 10 working days and continue such work in an expeditious manner to a conclusion acceptable to the Engineer. No more than 7 consecutive days without construction activity will be allowed unless approved by the Engineer.

15.0 ENVIRONMENTAL PROTECTION:

General Requirements – The Contractor shall provide and maintain environmental protection during the life of the Contract. Environmental protection shall be provided to correct conditions that develop during the conductance of the work, or that are required to control pollution that develops during the development of project. The Contractor's operations shall comply with all Federal, State and local regulations pertaining to water, air, solid waste, and noise pollution.

Protection of Natural Resources – It is intended that the natural resources within the site and outside the limits of permanent work performed under this Contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the work. The Contractor shall confine his work activities to areas defined by the Contract Documents. All work under this contract shall be performed in such a manner that any adverse environmental impacts are reduced to a level that is acceptable to the City. At alltimes special measures shall be taken to prevent oily or hazardous substances from entering the ground, drainage areas, or local bodies of water.

Control and Disposal of Wastes – The Contractor shall transport and dispose of allwaste in a manner that complies with Federal, State, and local requirements. The Contractor shall provide the Engineer with a copy of any state and/or local permits or licenses which reflect such agency's approval and compliance with applicable solid waste disposal regulations. The permits or licenses which reflect such agency's approval and compliance with applicable solid waste disposal regulations. The permits or licenses and the location of the disposal area shall beprovided prior to transporting any waste material. Fueling and lubricating of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil shall be disposed of in accordance with approved procedures meeting Federal, State and local regulations.

Preservation of Water Courses – The Contractor shall maintain the working area free of excess debris and litter. Furthermore, the Contractor shall take all necessary precautions to protect the Canal waterway in a manner that complies with Federal, State, and local requirements.

The maximum use of low-noise emission products as certified by the Environmental Protection Agency shall be made when available.

16.0 **SAFETY**: The Contractor shall be responsible for the safety of the Contractor's employees. The Contractor shall abide by all Federal, State, County, and City safety requirements and regulations. The Contractor is responsible to furnish the Contractor's employees with all required safety equipment. The Contractor is required to comply with all applicable OSHA regulations including, Right to Know, Confined Space Entry, Airborne Blood Pathogens.

The Contractor is fully responsible to furnish safety equipment to all of the Contractor's employees on the Owner's job site, including but not limited to safety glasses, gloves, vests, hard hats, braces or any other required safety item. The Contractor is required to make certain that each employee is wearing the proper safety clothing including shoes.

17.0 **CONFINED SPACE ENTRY PERMIT:** The Contractor must comply with all the provisions contained in OSHA 1910.146 and shall show proof of compliance with the first project invoice. No payment shallbe made until such proof is presented and approved by the City.

TECHNICAL SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

01010 SUMMARY OF WORK

PART 1 – GENERAL

1.0.1 SCOPE OF WORK

A. This section describes the project in general and provides an overview of the extent of the work to be performed under this Contract. Detailed requirements and extent of work is stated in the applicable Specification sections and shown on the Contract Drawings. The Contractor shall, except as otherwise specifically stated herein or in any applicable parts of the Contract Documents, provide and pay for all labor, materials, equipment, tools, construction equipment, and other facilities and services necessary for proper execution, testing, and completion of the work under this Contract.

1.0.2 DEFINED TERMS

A. As-Built Drawings: As-built drawings reflect field changes and construction modifications to the conformed Bid Documents.

B. Contract Documents: Shall mean all those documents named in the contract.

C. Contractor: Contractor shall mean any person engaged to supply labor, materials por equipment for use in the fulfillment of the project.

D. Construction Drawings: Shall mean the drawings, plans, or reproduction thereof which show scope, character, location, dimensions, and other details of the work to be performed under the Contract Documents.

E. Engineer: Shall mean the City Engineer of the City of Opa-Locka, Public Works Department, or City's designee.

F. Project: Shall mean and include all construction, for which the Contractor is responsible under the contract documents

G. Regulations: Shall mean laws, ordinances, statutes, and lawful order issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the work.

H. The City: Shall mean the City of Opa-Locka, Florida.

I. Work: Shall mean all labor, permits, bonds, equipment, materials and incidentals required.

1.0.3 SPECIFICATIONS

A. The specifications included in these Contract Documents establish the minimum performance and quality requirements for materials and equipment together with the minimum standards for quality of workmanship and appearance. Generally, there has been no attempt to separate the Specification sections into groups for the work of separate Subcontractors, or for work to be performed by the various trades. Should there be any question as to the interpretation of any Specification section or part of Specification section, such question should be directed to the Engineer prior to the submittal of a proposal for the work under this Contract.

B. The Sesame Street Culvert Replacement work shown on the drawings is intended to be comprehensive and descriptive, not an exact and complete representation of the actual finished work. Pipeline replacement shall include all accessories and components required to provide a complete and satisfactory system as specified, even though some items may not be specifically shown on the drawings.

C. It is the intent of the City to obtain a complete functional, and satisfactory installation under this Contract, and any items of labor, equipment or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the plans or stated herein.

D. The Contractor shall also supply all sheeting, shoring, bracing and all other labor, material or equipment required to preclude damage to, or loss of functionality of, any existing facility or system.

1.0.4 REASONABLY IMPLIED PARTS OF THE WORK

A. Any part of the work which is not mentioned in the specifications but is shown on the drawings, or any part not shown on the drawings but described in the specifications, or any part not shown on the drawings nor described in the specifications, but which is necessary or normally required as a part of such work, or is necessary or required to make each installation satisfactorily and legally operable, shall be performed by the Contractor as incidental work, without extra cost to the City, as if fully described in the specifications and shown on the drawings, and the expense thereof shall be included in the applicable unit prices or lump sum bid for the Work.

1.0.5 DESCRIPTION OF WORK

A. The project includes the in-kind replacement of the existing culvert with design amendments to ensure adequate conveyance capacity, pedestrian and vehicular transit safety, and proper scour protection. The project would involve the demolition of the existing culvert structure, excavation for new structures, sloped backfill for culvert installation, new concrete pipe culvert, embankment saddle slope stabilization with

riprap, new top slab, asphalt pavement restoration, pavement markings, reconstructed sidewalk, and new guard rails.

B. The project is located along Sesame Street, between the intersections with Atlantic Avenue and NW 135th Street, Opa-Locka, Florida 33054.

C. It is the intent of the City to obtain a complete and working installation under this Project and any items of labor, equipment or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the Plans or stated herein.

1.0.6 PROJECT BACKGROUND

During a recent milling and resurfacing project, it was discovered by the City's contractor that the culvert was in poor condition and would not withstand the work underway. After an assessment, it was recommended to replace the existing culvert structure with a new culvert that will be designed for current system demands and will provide a permanent installation, that maintains safe pedestrian and vehicular traffic, and a provides a prolonged service life. As a result of the damages discovered, Sesame Street is currently closed to traffic, and will remain closed until its replacement is finalized.

1.0.7 WORK COVERED BY CONTRACT DOCUMENTS

A. Following receipt of Notice to Proceed with the work, the Contractor shall notify the Engineer at least ten (10) days before he/she is ready to start actual construction, to allow the City time to make arrangements for inspection of the work.

B. Work under the Contract shall be scheduled and performed in such a manner as to result in the least possible disruption to the operation of the existing facilities. Any control modifications to the existing facilities shall not be made without first obtaining written permission form the Engineer and the City.

C. Critical events in the sequence of construction are specified herein. The outline sequence of construction does not include all items necessary to complete the work but is intended to identify the sequence of critical events necessary to minimize disruption to the ongoing operation. The sequence of construction is a precedence requirement and does not attempt to schedule the Contractor's work. It is intended only to indicate which activities must precede other activities in order to minimize interference and disruptions.

D. The existing facilities shall be maintained in an operable condition by the Contractor during construction, as indicated in the sequence of construction. All work by the Contractor that disrupts the normal operations shall be shown on the Construction Schedule and specifically scheduled with the City's staff. The schedule notification shall consist of a written notice defining the work to be accomplished, the function that

will be interrupted, the duration of the interruption, and the mitigation effort to be performed by the Contractor to maintain systems capacity continuously. The written notice shall be submitted to the City fourteen (14) days in advance of the proposed work and the City will respond to the Contractor in writing within seven (7) days of receipt of the notice regarding the acceptability of the proposed plan.

1.0.8 SEQUENCE OF CONSTRUCTION

A. The general sequence of construction shall be as follows, but **a detailed sequence of construction shall be submitted by the Contractor and approved by the Engineer before any work is started**. The City reserves the right to make changes to the sequence as necessary to facilitate the work or to minimize conflict with operations and no extra compensation will be allowed.

B. CAPITALIZED ITEMS INDICATE WORK OR FUNCTIONS TO BE PERFORMED BY CITY FORCES. All other items shall be performed by the Contractor with special emphasis on the fact that numerous standard and miscellaneous construction phases are not mentioned specifically but shall be performed by the Contractor as required for a complete Project.

Note: For simplicity, the Sequence of Construction below will not detail the following items. **These shall be the responsibility of the Contractor and no extra compensation will be allowed.**

1. Contractor's field verification of all information provided in the Plans and to determine the type, location, elevation and extent of any utilities which may not have been shown on the Plans.

2. Notify "Sunshine State One-Call of Florida Inc., 811," forty-eight (48) hours prior to any excavation. Locate all utilities along the route of the Project.

3. Contractor’s operations involving removal of the existing Culvert shall include:

   a. Excavate existing Culvert pipes and provide proper flow diversion between the Canal.

4. Installation of new Culvert system, including: piping, mitered end section, backfilling, rip rap placement, and concrete pavement.

5. Construction of concrete curb and gutter, sidewalk, handicap access ramp, and guardrails.

6. Milling and resurfacing of pavement extents.

7. Contractor's PSM shall reestablish the design baseline, vertical control points and reference points, and establish proposed pipeline location in accordance with

Section 02314 “Excavation, Backfill and Fill for Structural Facilities and Utility Systems - Construction Methods."

8. After items 6 and 7 are completed, the Contractor shall meet with the City Inspector at the Project site and perform a pre-construction walk-through along the entire route of the Project to identify possible problems or conflicts with the proposed pipeline location.

9. The general sequence of work shall be as follows:

1) Phase I – Mobilization

Step – 1 Initiate mobilization. The Contractor shall set up storage, staging and parking areas, temporary environmental controls and tree protection devices in the project site. Obtain permits, develop and submit construction schedule and start shop drawing submittal. Contractor shall allow access to the other facilities within the project area, including adjacent businesses and homes at all times during construction.

Step – 2 Call for locates (Sunshine 811) and document all location marks in the field.

Step – 3 Contractor shall include the necessary provisions to safeguard the existing utilities noted within the project area. Furthermore, the Contractor shall be advised that the utilities shown on plans are based on best available information and shall take all necessary precautions to confirm, identify, preserve, and maintain the integrity while performing construction.

Step – 4 Contractor shall **immediately** open a dialog with all existing utilities in the project area. Contractor shall notify Engineer of any utility relocation requirements and costs. Utility relocations shall be reimbursed under a dedicated allowance account. Failure to properly coordinate any required utility relocations may result in delays for which the Contractor may be liable for.

Step – 5 Verify locations, elevations, dimensions, manufacturer of pipes, equipment, etc., before ordering materials to complete the work in accordance with the Contract Documents, Shop Drawings and field conditions.

Step – 6 Upon approval of shop drawings, order long lead items so that materials may be delivered in a timely fashion without delays to construction.

2) Phase II – Demolition of Existing Culvert and Appurtenances

NOTE: Refer to Drawings, Sheets C-01 and C-02

Step – 1 Installation of all Erosion Control measures within the Canal.

Step – 2 Removal of existing concrete pavement, concrete headwall, and culvert piping.

Step – 3 Prepare temporary bypass system, if necessary, to divert Canal flows from East to West and vice versa. After successful flow diversion and authorization by the City; the Contractor shall proceed with the installation of the removal of the existing Culvert piping.

3) Phase III – New Culvert Installation

Step – 1 Prepare bedding material to lay stone base for new piping.

NOTE: The Contractor shall provide appropriate shoring to conduct the stone bedding and 66-inch SRASP pipe installation in dry conditions.

Step – 2 Secure the three (3) pipes in place to conduct backfilling in lifts/compaction in accordance with the manufacturer's recommendations.

Step – 3 The Contractor shall secure the three (3) pipes in place to conduct backfilling in lifts/compaction in accordance with the manufacturer's recommendations and up to elevation established on plans. Embankment slopes shall be established.

Step – 4 Install mitered end sections at pipe ends.

Step – 5 Install geotextile matting and Rubble Stone embankment stabilization.

Step – 6 Lay new concrete curb and gutter and sidewalk.

Step – 7 Install new guardrail.

4) Phase IV – Final Sitework and Project Closeout

Step – 1 Form and pour the 8" thick concrete pavement surface above Culvert piping.

Step – 2 Lay new concrete curb and gutter and sidewalk.

Step – 3 Mill and resurface top 1" surface course of roadway.

Step – 4 Paint roadway pavement markings and remove temporary construction signage.

Step – 5 Demobilization and related closeout activities shall be in accordance with section 01700 “Project Closeout”.

Step – 6 Complete all remaining miscellaneous and appurtenant work, including restoration of damaged survey control points, landscape restoration and final inspection and cleanup.

C. The Contractor's equipment must be in first class operating condition, including proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment. The Contractor shall provide a temporary electric service for his electric equipment as specified herein below, and shall pay all cost thereof, including all charges for electricity used during the entire course of the project until its acceptance by the City. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of the Engineer, he will have the right to order the Contractor to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the City. During construction the Contractor shall, by sprinkling with water or by other means approved by the Engineer, eliminate dust annoyance to adjacent property owners. No additional compensation will be paid to the Contractor for any costs incurred in complying with the provisions herein.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

01011 SITE CONDITIONS

PART 1 – GENERAL

1.0.1. SITE INVESTIGATION

A. The Contractor acknowledges that he has satisfied them as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation: disposal, handling and storage of materials; availability of labor, water, electric power, roads; disposal of water from construction; uncertainties of weather; the conformation and conditions of the ground; the type of equipment and facilities needed preliminary to and during the prosecution of work and all other matters which can in any way affect the work or the cost thereof under this contract.

B. The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that may have been done by the City included with these contract documents. Any failure by the Contractor to acquaint the City or them with all the available information will not relieve them from the responsibility for properly estimating the difficult or cost thereof under this Contract.

C. The Contractor acknowledges that by personal field observation or other means satisfactory to himself, performed prior to the bid, he has included in the prices bid all costs for dealing with all construction problems create by observable above or on grade features on or adjacent to the site of the site of the work whether or not these features are shown on the plans or described in the specifications. In instances where the observable features indicate subsurface conditions which may affect the project work, as for example, a pavement patch or catch basin gratings indicating respectively a utility or storm sewer not shown on the plans, the Contractor acknowledges that he has made timely, diligent, inquiry of the Engineer or by other means fully satisfied themselves prior to the bid as to the nature of, and costs created by, the subsurface condition and included all costs therefore in the prices bid.

1.0.2. SITE CONDITIONS

A. All information obtained by the City regarding the site conditions, topography, subsurface information, groundwater contamination, groundwater elevations, existing construction of site facilities as applicate, and similar data will be made available for inspection at the office of the Engineer upon request. Such information is offered as advisory information only. Neither the Engineer nor the City assumes any responsibility for the completeness of, or for the Contractor's interpretation of, such advisory information. Prior to bidding and after written approval from the City, bidder

shall make his own investigations to satisfy themselves with site conditions at their own cost.

B. Surface investigations, including test borings, have been made to indicate subsurface conditions at locations in the project.

C. Prospective bidders are advised, at their own expense, to make such subsurface investigation, by boring or test hole excavation, as may be desirable. However, such work shall be scheduled by appointment with the Engineer if for a City site or by notification to the City and property permitted if in the public right of way.

1.0.3. DIFFERING SUBSURFACE CONDITIONS

A. In the event Subsurface or latent physical conditions are found materially different from those indicated in these documents and differing materially from those ordinarily encountered and generally recognized as inherent in the character of work covered in these project documents, promptly, and before such conditions are disturbed, notify the Engineer in writing of such changed conditions.

B. The Engineer will investigate such conditions promptly and following this investigation, the Contractor shall proceed with the work, unless otherwise instructed by the Engineer. If the Engineer finds that such conditions do so materially differ as to cause an increase or decrease in cost and time considered reasonable by the Engineer, the City will make the final decision regarding any adjustment in cost or time for completion.

C. In the event that site conditions differ from those expected by the Contractor, the Contractor shall proceed to complete the work as contemplated by the plan and specifications on his own cost and expense. If in the discretion of the Engineer, the difference in site conditions renders completion of the work as described by the plans and specifications impossible, the Engineer may alter the work, whereupon the Contractor shall be compensated for any extra work pursuant to “Extra Work and Payment therefore” of the special conditions; the Engineer shall no alter the work where the site conditions render the work more difficult or costly to perform, if such work is otherwise still possible as described in the contract documents.

1.0.4. EXISTING UTILITIES AND LOCATION SERVICES

A. Known utilities and structures adjacent to or encountered in the work are shown on the drawings. The locations shown are taken from existing records and the best information available from the existing plans; However, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the Engineer or the City for their accuracy or completeness.

B. **No request for additional compensation or Contract time (except for a non-compensable time extension at the sole discretion of the Engineer, whose decision shall be final) resulting from encountering utilities or structures not shown, or differing in location or elevation from that shown, will be considered. The Contractor shall explore sufficiently ahead of the work to allow time for any necessary adjustments without delay to the progress of the installation. Costs due to delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the work shall rest solely with the Contractor.**

C. Prior to proceeding with excavation, the Contractor shall contact all utility companies and all other users of the right of way in the area to aid in locating their underground services. It shall be the Contractor's responsibility to contact utility companies at least three (3) normal working days before starting construction. The Contractor shall proceed with caution in the excavation and preparation so that the exact location of underground utilities may be determined.

D. It is the responsibility of the Contractor to ensure that all utility or other existing facilities, the stability of which may be endangered by the close proximity of excavation, are temporarily held in position while work proceeds in the vicinity of the facilities and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.

E. The Contractor shall take all reasonable precautions against damage to existing utilities. However, in the event of a break in an existing water main, gas main, sewer or underground cable, the Contractor shall immediately notify the responsible official of the organization operating the interrupted utility. The Contractor shall lend all possible assistance in restoring services and shall assume all cost, charges, or claims connected with the interruption and repair of such services, as determined by the City.

1.0.5. CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

A. Where the Contractor's operation could cause damage or inconvenience to railway, telephone, fiber optic, television, electrical power, oil, gas, water, sewer, irrigation system, or any other utility, public or private, the Contractor shall make all arrangements necessary for the protection of these utilities and services.

B. Notify all utility companies that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary. **Absolutely no extra compensation will**

be allowed for construction problems created by utility poles of whatever size, overhead electric, telephone or other lines whether shown on the plans or not. The Contractor is solely responsible for discovering such items in the field prior to bidding and including all costs for such work in the prices bid.

C. The Contractor and his Subcontractor shall be solely and directly responsible to the Owners and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this contract.

D. Neither the City nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractors failure to protect utilities encountered in the work.

E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no event shall interruption of any utility service be allowed unless granted by the Owner of the utility.

F. In the event water service lines that interfere with construction are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the Engineer.

G. Replace, with material approved by the Engineer, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents and as approved by the Engineer.

1.0.6. INTERFERING STRUCTURES

A. Take necessary precautions to prevent damage to existing structures whether on the surface, above ground, or underground. An attempt has been made to show major structures on the plans. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and is presented as a guide. The Contractor is solely responsible for field verification of all information provided and to determine the type, location, elevation and extent of any utilities which may not have been shown on the plans.

1.0.7. FIELD RELOCATION

A. During the process of construction, it is expected that minor relocations of the work may be necessary. Such relocations shall be made only by the direction of the

Engineer at the Contractor's expense. If existing structures are encountered that will prevent construction as shown, notify the Engineer before continuing with the work in order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures. If the Contractor fails to notify the Engineer when an existing structure is encountered, and proceeds with the work despite this interference the Contractor does so at his own risk.

B. Representatives of utility companies, the railroad companies, the traffic and transportation authorities, etc., shall be notified in accordance with the provisions set forth in the relevant sections of the specifications and the permitting documents.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

01015 INDEX OF DRAWINGS

PART 1 – GENERAL

1.0.1. PLANS BY THE CITY

A. Plans dated November 2022 and any subsequent revision, thereto, introduced by Addenda prior to bid, showing this work, are hereby made a part of the Contract Documents, and are **listed** as follows:

OPA-LOCKA
CULVERT REPLACEMENT

Sheet No.	Drawing No.	Title
GENERAL		
G-01		TITLE SHEET, LOCATION AND LIST OF DRAWINGS
G-02		ABBREVIATION, SYMBOLS, GENERAL NOTES AND LEGENDS
CIVIL		
C-01		DEMOLITION AND EROSION CONTROL PLAN
C-02		DEMOLITION AND EROSION CONTROL NOTES AND DETAILS
C-03		PROPOSED SITE PLAN & GRADING PLAN
C-04		PAVEMENT RESTORATION PLAN
C-05		PAVEMENT MARKING AND SIGNAGE
C-06		MOT PLAN
C-07		MOT DETAILS
C-08		STANDARD DETAILS
C-09		STANDARD DETAILS
C-10		STANDARD DETAILS
C-11		STANDARD DETAILS

S-1	PIPE CULVERT STRUCTURAL DETAILS
S-2	PIPE CULVERT STRUCTURAL DETAILS

B. **Due to the possibility of typing errors or omissions, the above list shall not be considered as necessarily complete, nor shall the County/FDOT Standard Details which may be included elsewhere herein be considered as forming a complete listing of all County/FDOT Standard Details which may apply to this Project. Perform all work shown on all sheets of the Plans, as specified herein or necessary for a complete functional installation and no extra compensation will be made due to the omission or incorrect listing of a Drawing in this Section. All County/FDOT Standard Details are incorporated in these Contract Documents by reference and all work shall be performed in accordance with all applicable County/FDOT Standard Details.**

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

01016 SAFETY REQUIREMENTS, HURRICANES PREPAREDNESS AND PROTECTION OF PROPERTY

PART 1 – GENERAL

1.0.1. CONTRACTOR'S RESPONSIBILTY FOR SAFETY

A. Conduct whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the contract period. This requirement shall apply continuously and not be limited to normal working hours.

B. The Contractor shall be in compliance with all applicable provisions of the Occupational Safety and health Act of 1970. The Contractor's Manual of Safety Practices, dealing with the firm's policies on field safety procedures for employees shall be submitted to the Engineer for his review before "Notice to proceeded" will be issued.

C. Neither the professional activities of the design professional, nor the presence of the design Professional nor his or her employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the project documents and any health and safety precautions required by any regulatory agencies.

1.0.2. FEDERAL STATE AND LOCAL SAFETY REQUIEREMENTS

A. Safety provisions shall conform to the federal and state Departments of labor Occupational Safety and Health Act (OSHA), and all other applicable federal, State, County, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these project Documents. Where any of these are in conflict, the more stringent requirements shall be followed. Contractor's failure to thoroughly familiarize with the safety provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.

B. All excavations made in the earth shall be performed in compliance with the State of Florida Trench Safety Act, OSHA 29 CFR 1926 Subpart P (Chapter 90-96, Laws of Florida). The Contractor shall appoint a *competent person*, in accordance with subpart P, who shall be present at the jobsite. A "competent person" shall mean one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

C. The Contractor shall be familiar with the “Underground facility Damage” Prevention and safety Act” Florida Statute 556. The Contractor shall contact the Sunshine State One Call of Florida, at 01-800-432-4770 or by submitting an internet ticket entry via www.sunshine811.com) at least 48 hours prior the excavation. Failure to familiarize himself with the safety provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.

D. Conduct operations in such a manner utilizing warning devices, such as traffic cones, barricades and warning lights that traffic, pedestrian and City personnel are given adequate warning of hazards of the worksite as may be deemed necessary by the City, Engineer of Record, and governing agency having jurisdiction over the work or political subdivision.

E. The Contractor shall be in compliance with all applicable provisions of the OSHA Code of Federal Regulations (CFR), including, but not limited to, the following:

1. 29 CFR Part 1910 Subpart D - Walking-Working Surfaces
2. 29 CFR Part 1910 Subpart G - Occupational Health and Environmental Control
3. 29 CFR Part 1910 Subpart H - Hazardous Materials
4. 29 CFR Part 1910 Subpart I - Personal Protective Equipment
5. 29 CFR Part 1910 Subpart J - General Environmental Controls
6. 29 CFR Part 1910 Subpart N - Materials Handling and Storage
7. 29 CFR Part 1910 Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment
8. 29 CFR Part 1910 Subpart Q - Welding, Cutting and Brazing
9. 29 CFR Part 1910 Subpart S – Electrical
10. 29 CFR Part 1910 Subpart T - Commercial Diving Operations
11. 29 CFR Part 1910 Subpart Z - Toxic and Hazardous Substances
12. 29 CFR Part 1926 Subpart E - Personal Protective and Life Saving Equipment
13. 29 CFR Part 1926 Subpart H - Materials Handling, Storage, Use, and Disposal
14. 29 CFR Part 1926 Subpart I - Tools - Hand and Power
15. 29 CFR Part 1926 Subpart J - Welding and Cutting

16. 29 CFR Part 1926 Subpart K – Electrical

17. 29 CFR Part 1926 Subpart L – Scaffolds

18. 29 CFR Part 1926 Subpart M - Fall Protection

19. 29 CFR Part 1926 Subpart P – Excavations

20. 29 CFR Part 1926 Subpart Q - Concrete and Masonry Construction

21. 29 CFR Part 1926 Subpart S - Underground Construction, Caissons, Cofferdams, and Compressed Air

22. 29 CFR Part 1926 Subpart Z - Toxic and Hazardous Substances

23. 29 CFR Part 1926 Subpart AA - Confined Spaces in Construction

24. 29 CFR Part 1926 Subpart CC - Cranes and Derricks in Construction

F. In addition, the Contractor shall adhere to any other applicable Federal, State and Local Safety and Health Regulations involving General industry and/or Construction Standards not mentioned in the Specifications.

G. For trench excavations in excess of five (5) feet in depth, the Contractor shall comply with the provisions of Florida Statutes Chapter 553, Part III, "Trench Safety Act," the "Trench Safety Act" section of the Quotation, and Section 6.01 "Excavation."

H. The Contractor shall comply with the provisions of Florida Statutes Chapter 556, "Underground Facility Damage Prevention and Safety Act." The Contractor shall contact Sunshine 811 by calling 811 or 1-800-432-4770, or by submitting an internet ticket entry via www.sunshine811.com, at least forty-eight (48) hours prior to any excavation. Failure to familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and the penalties set forth herein.

I. All open excavations made in the earth shall be performed in compliance with OSHA 29 CFR Part 1926 Subpart P - Excavations, and Florida Statutes Chapter 553, Part III, "Trench Safety Act." The Contractor shall appoint a "competent person," in accordance with Subpart P, who shall be present at the job site. A "competent person" shall mean one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

1.0.3. SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS

A. The Contractor shall at all time provide proper facilities for safe access to the work by authorized government officials.

1.0.4. CONSTRUCTION SAFETY PROGRAM

A. Develop and maintain for the duration of the project, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor's Manual of Safety practices outlining the firms policies on field safety procedures for employees shall be submitted to the Engineer for review before "Notice to Proceeded" will be issued. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

B. Certain products specified in these specifications contain warnings by the manufacturers that under certain conditions, if instructions for use are not followed, a hazardous condition may exist. It is the Contractor's responsibility to instruct his workmen in the safe use of the product, or any product substitution.

C. The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's Safety Supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

1.0.5. SAFETY EQUIPMENT

A. As part of the safety program, maintain at an office or other well-known place at the jobsite, safety equipment applicable to the work as prescribed by the governing safety authorities, all articles necessary for giving first-aid to the injured, and stablish the procedure for the immediate relocation to a hospital or a doctor's care of any person who may be injured on the jobsite.

B. Perform all necessary work to protect all personnel and the general public from hazard, including, but not limited to, surface irregularities or unramped grade changes, and trenches or excavations. Furnish barricades, lanterns, and proper signs to safeguard all persons and work.

C. There shall be no oil dripping from equipment or oil spills.

D. The material shall be stored and handled in a proper and safe manner and upon its use, immediately dispose of the containers, cans, rags, and remnants of the material in a manner approved by the City of Environmental Resources Management at the Contractor's sole cost. The Contractor is not allowed to store empty containers at the site. In case of any violation, the Engineer will report such violation to DERM, and the

Contractor shall be subject to all penalties and fines as required by State and County regulations.

E. The performance of all work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring, logging, machinery guards and the like, shall be in accordance with the applicable governing safety authorities.

F. During construction, construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railings, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards. All such barriers shall have adequate warning lights as necessary, or required, for safety.

1.0.6. STORAGE OF HAZARDOUS MATERIALS

A. The material shall be stored and handled in a proper and safe manner and upon its use, immediately dispose of the containers, cans, rags and remnants of the material in a manner approved by the Department of Environmental Resources Management (DERM) at the Contractor's sole cost. The Contractor is not allowed to store empty containers at the site. In case of any violation, the Engineer will report such violation to DERM and the Contractor shall be subject to all penalties and fines as required by State and County regulations.

B. The Contractor is hereby cautioned that he cannot store any environmentally hazardous materials such as solvents, greases, lubricants or any other type of chemical substances at the Pump Station site. The Contractor shall be allowed to keep only such materials at the site for immediate use.

1.0.7. ACCIDENT REPORTS

A. If death, serious injuries, or series damage are caused, report the accident immediately by telephone or messenger to the Engineer. In addition, the Contractor must promptly report in writing to the Engineer and the City all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

B. If a claim is made by anyone against the Contractor or any Subcontractor on account of any accident, promptly report the facts in writing to the Engineer and the City, giving full details of the claim.

1.0.8. FIRE PREVENTION AND PROTECTION

A. Perform all work in fire-safe manner. Furnish and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. Comply with applicable federal, local, and state fire-prevention regulations. Where these regulations do not

apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

1.0.9. HURRICANE PREPAREDNESS

A. During such periods of time as are designated by the United States Weather Bureau as being a hurricane alert, the Contractor shall perform all precautions as necessary to safeguard the work and property, including the removal of all small equipment and materials from the site, lashing all other equipment and materials to each other and to rigid construction, and any other safety measures as may be directed by the Engineer.

B. During the hurricane season, which runs from June 1st to November 30th, it may become necessary to suspend work due to an impending storm until the proper working conditions prevail. In the event of a tropical storm or hurricane, it is the Contractor's responsibility to secure the jobsite in anticipation of the storm.

C. Fifteen (15) days prior to beginning of construction, the Contractor shall submit to the City or designee a Hurricane Preparedness Plan. The plan shall outline the necessary measures that the Contractor proposes to perform in the event of a tropical storm or hurricane in order to protect all work, materials, and equipment from exposure and properly safeguard all components of the project.

D. Prior to the Start of Work: The Contractor shall submit for approval, a plan of action for the specific actions to be taken on this specific project during a hurricane warning. The Contractor shall ensure operation of the by-pass system, if applicable, during the storm event. Backup power shall be included in case of power failure from FPL, as needed.

E. Upon notification of Hurricane Watch:

1. Formal notification to all Contractors to prepare and submit for approval a Plan of Action for the specific actions to be taken on their particular projects.

F. Upon notification of a Hurricane Warning:

1. Formal notification to the Contractors to implement their approved plan of action to protect the project and the public.

2. For pipeline construction projects within the public right-of-ways, the Contractor will be notified by the Construction Manager Office to suspend his construction operations. The Contractor will backfill all open trenches, remove all construction equipment and materials from the right-of-way, remove unnecessary traffic barricades and signs, secure remaining barricades by "half burial" or "double sandbags".

G. Post Disaster Work: In the event of a disaster declaration by the local or state governing authorities, the City may choose to obtain the services of the Contractor to perform work made an imminent priority for the disaster event. The compensation for the additional work caused by the disaster shall be negotiated between the Engineer and the Contractor with written approval provided by both parties prior to mobilization at the designed location or locations. The value of the work performed shall be up to the original contract with contingencies and dedicated allowances.

1.0.10. JOINT SURVEY TO ESTABLISH AUTHENCITY OF POSSIBLE DAMAGE CLAIMS

A. The Contractor shall maintain vertical and horizontal survey control points on all structures and improvements, located in the vicinity of the work prior to beginning work, and shall periodically check the points for movements with copies provided to the Engineer, of the survey notes for each survey and a copy of the layout of the survey control points.

B. After the contract is awarded and before commencement of work, the Contractor shall perform a thorough examination of existing buildings, structures and other improvements in the vicinity of the work, as applicable, which might be damaged by his operations.

1. Examinations of existing structures, buildings, and other improvements in the vicinity of the work shall be done by the Contractor. The scope of the examination shall include cracks in the structures, settlement, leakage, and similar conditions. The City assumes no responsibility for pre-existing conditions of the structure.

2. Records in triplicate of all observations shall be prepared by the Contractor, photographs shall be taken by the Contractor signed and dated, with descriptive information and in the manner specified above. One signed copy of every document and photograph will kept on file in the office of the Engineer. Video recording also required.

3. The above records are intended to be used as indisputable evidence in ascertaining the extent of any damage which may occur as a result of the Contractor's operations and are for the protection of the Contractor and the City, and will be a means of determining whether and to what extent damage, resulting from the Contractor's operations, occurred during the Contract work.

C. In order to protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such detective pavement exist prior to proceeding with any work in the vicinity. Preconstruction videos and digital pictures shall be taken with date stamps of the entire area of work. A copy of all such notices shall be forwarded to the City.

1.0.11. TRAFFIC – GENERAL

A. Traffic safety and traffic control devices shall eb employed on all private and public construction work withing the public right-of-way. Such measures shall be established and provided in conformance with the following regulations and in conformance with the Miami-Dade County Public Works Manual.

B. For construction within the City's public right-of-way, the Contractor shall submit two sets of construction plans for review to the City of Opa-Locka Public Works Department.

C. All traffic control and warning devices so specified shall, unless otherwise specified by the City be furnished, installed according to the Miami-Dade County Public Works Manual, Part I, Standard Details traffic control and safety by an Uniformed Police Officer, when specified, shall by furnished by the Contractor.

D. The Contractor shall take necessary precautions to ensure complete protection to public health, welfare, and safety. Adequate protection and warning devices shall be placed at locations surrounding work areas to prevent injuries to public properties. Particular emphasis must be placed on safety devices for vehicular traffic. Any work areas that may create a hazard at night shall be well lighted form sunset to sunrise with lamps or lanterns visible from all approaches. All maintenance of traffic signals must be approved by the City.

1.0.12. TRAFFIC SAFETY AND ACCESS TO PROPERTY

A. Comply with all rules and regulations of the City, state, and County authorities regarding closing or restricting the use of public streets or highways. No public or private roads shall be closed, except by express permission of the City and the controlling authority. Conduct the work to assure the least possible obstruction to traffic and normal commercial pursuits. Protect all obstructions within traveled roadways by installing approved barricades, signs, and lights where necessary for the safety of the public. The convenience of the general public and residents and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.

B. Where traffic will pass over backfilled trenches before they are paved, the top of the trench shall be maintained with temporary asphalt that will allow normal vehicular traffic to pass over. Temporary access driveways must be provided where required. Access to businesses, schools, and homes along the route of the work shall always be provided by the Contractor.

C. Supply flagmen and guards or Police when they are required by regulation, when deemed necessary for safety, or required by the Engineer. Flagmen and Guards shall

be furnished with approved orange wearing apparel and other regulation traffic control devices.

D. The Contractor shall be responsible for the maintenance of public streets, detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route) traffic control and other provisions, throughout the project as required by the City.

E. Traffic shall be maintained according to corresponding typical traffic control details. No streets shall be completely blocked nor blocked more than one-half at any time, keeping the other half open for traffic without specific approval.

1.0.13. TRAFFIC CONTROL AND USE OF PUBLIC STREETS

A. The Contractor shall be responsible for traffic control as specified hereinafter. Any reference to the City, its departments, or its published regulations, permits and data, shall be synonymous and interchangeable with other recognized governing bodies over particular areas of streets or their departments, published regulations, permits, or data. Abide by all applicable laws, regulations and codes thereof, pertaining to maintenance of public streets, detour of traffic, traffic control and other provisions as may be required for this project.

B. The Contractor shall be fully responsible for the maintenance of public streets, detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control and other provisions, throughout the project as required by the City of Opa-locka Public Works Department. Traffic shall be maintained according to corresponding typical traffic control details as outlined in the Miami Dade County Public Works Manual. No street shall be completely blocked nor blocked more than one-half at any time, keeping the other half open for traffic without specific approval.

C. If required by the Traffic Division, employ the required number of uniformed off-duty policemen to maintain and regulate the flow of traffic through the construction area. The number of men required and the number of hours on duty necessary for the maintenance and regulation of the traffic flow shall be subject to their approval. If required for traffic control permits or agencies, the Contractor shall work odd or night hours, as required for traffic control reasons, and the cost of such work shall be considered as incidental to construction.

D. The Contractor shall provide all barricades and/or flashing warning lights necessary to warn motorist of the construction throughout the project.

E. Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. Provide necessary access to all adjacent property during construction.

F. The contractor shall be responsible for the provision, installation and maintenance of all traffic control and safety devices, in accordance with specifications outlined in the Miami Dade County Public Works Manual. In addition, provide for the resetting of all traffic control and information signing removed during the construction period.

G. Where excavations are to be made in the vicinity of signalized intersections, attention is directed to the fact that vehicle loop detectors may have been embedded in the pavement. Verify these locations by inspecting the site of the work and by contacting the Sunshine 811, at 1-800-432-4770, (or by submitting an internet ticket entry via www.sunshine811.com). Any loop detector which is damaged, whether shown on the plans or not, shall be repaired or replaced to the satisfaction of the Traffic Division.

H. Notify the Traffic Division 24 hours in advance of the construction date, and 48 hours in advance of construction within any signalized intersection.

I. Temporary pavement will be required over all cuts in pavement areas, and also where traffic is to be routed over swale or median areas. When the temporary pavement for routing traffic is no longer necessary, it shall be removed, and the swale or median area restored to their previous condition.

1.0.14. WORKING IN CONFINED SPACES

A. Where a Contractor needs to work in a confined space, the Contractor must comply with the General Industry, OSHA Confined Space Standard, 29 CFR 1910.146 or the equivalent Confined Space Standard in CFR 1926, Safety and Health Regulations for Construction Standards.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

01018 ENVIRONMENTAL CONTAMINATION

PART 1 – GENERAL

1.0.1. ENVIRONMENTAL CONSIDERATINOS

A. For any work conducted in a contaminated area within the project boundaries where hazardous materials or hydrocarbons have been encountered, were previously known to exist, or is suspected by the Contractor or the City Inspector, the Contractor must comply with all applicable requirements of OSHA, EPA, FDEP and Miami-Dade County Regulatory and Environmental Resources Department.

1.0.2. SPECIALIZED CONSTRUCTION AREA

A. Specialized construction areas are defined as areas where contaminants are discovered and require construction by personnel qualified by training and equipped with personal protective equipment for such work.

B. Work in specialized construction areas shall be carried out by personnel qualified by training and equipped for such activities. These personnel shall be either subcontractors with licensing and certification as specialists in this type of construction or the Contractor's own personnel who have taken and been certified as having passed the required training course(s). Licensing and certifications shall be submitted to the City for verification and shall in all cases be satisfactory to both the City and other authorities with jurisdiction. The Field Health and Safety Technician furnished by the Certified Industrial Hygienist or Environmental Engineer shall be present on the site during all construction in specialized construction areas unless the nature of the work is non-hazardous such that either the Site Specific Health and Safety Plan or the Certified Industrial Hygienist or Environmental Engineer authorizes his absence.

C. Disposal of any contaminated soils and/or groundwater must comply with all applicable federal, state and local requirements.

PART 2 – PRODUCTS

2.0.1. The Engineer of Record shall consult with the City regarding its requirement for material type (including pipe, fitting, gasket, valve interior coating, and the like) to be installed in contaminated areas.

PART 3 – EXECUTION

3.0.1. INSTALLATION REQUIREMENTS

A. The requirements of this Section shall be closely adhered to in all cases where proposed mains are to be installed in an area of hydrocarbon contamination. These requirements and those imposed by Miami-Dade County Regulatory and Environmental Resources Department or any other agency having jurisdiction an addition to, and take precedence over the City's standard specifications and standard details for ductile iron mains.

B. Contaminated backfill cannot be placed back into an existing trench. Contaminated fill shall be replaced with clean fill, hauled offsite and legally disposed of at a location which can handle the material.

C. The City may require gasketed joints be protected by encasing the entire joint with a hydrocarbon impermeable material. In this case, all joint gaskets shall be protected including those on pipe, fittings, valves, fire hydrants and specialty items.

END OF SECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. Payment for the various items in the Schedule of Payment items, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, taxes, materials, commissions, transportation and handling, bonds, permit fees, insurance, overhead and profit, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the work, all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). Such compensation shall also include payment for any loss or damages arising directly or indirectly from the work.

B. The Contractor's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Schedule of Payment items or this Section, it shall include the cost for that work in some other applicable bid item, so that its proposal for the project does reflect its total price for completing the work in its entirety.

1.0.2. SUBMITTALS

A. Informational:

1. Schedule of Values: Submit schedule on City's form.

2. Application for Payment.

3. Final Application for Payment.

B. Submittals shall be in accordance with Section 01300 “Submittals” and the City’s standards.

1.0.3. SCHEDULE OF VALUES

A. Prepare a schedule of values for the work.

B. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.

C. Lump Sum Work:

1. Reflect schedule of values format included in conformed Bid Form.

2. List Bonds and insurance premiums, mobilization, demobilization, facility startup, and contract closeout separately.

D. An unbalanced or front-end loaded schedule will not be acceptable.

E. Summation of the complete schedule of values representing all the work shall equal the Contract Price.

F. The Contractor shall submit a Schedule of Values for review with the return of the executed Agreement to the Owner. The schedule shall contain the installed value of the component parts of work for the purpose of making progress payments during the construction period.

G. The schedule shall be given in sufficient detail for proper identification of work accomplished. The Schedule of Values shall directly correlate to each activity outlined in the construction progress schedule and the construction network analysis (specified in the section entitled “Submittals”) to accurately relate construction progress to the requested payment. Each item shall include its proportional share of all costs including the Contractor's overhead, contingencies and profit. The sum of all scheduled items shall equal the total value of the Contract.

H. If the Contractor anticipates the need for payment for materials stored on the project site or off-site in bonded warehouse, it shall also submit a separate list covering the cost of materials, delivered and unloaded with taxes paid. This list shall also include the installed value of the item with coded reference to the work items in the Schedule of Values. Payment for stored materials shall comply with requirements of General Conditions.

1.0.4. APPLICATION FOR PAYMENT

A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.

B. Use detailed Application for Payment Form provided by the City.

C. Include accepted schedule of values for each portion of work and the unit price breakdown for the work to be paid on unit price basis, and a listing of Owner-selected equipment, if applicable, and allowances, as appropriate.

D. Preparation:
1. Round values to nearest dollar.

2. List each Change Order and Written Amendment executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form.

3. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form, a listing of materials on hand as applicable, and such supporting data as may be requested by Owner.

1.0.5. MEASUREMENT—GENERAL

A. Weighing, measuring, and metering devices used to measure quantity of materials for work shall be suitable for purpose intended and conform to tolerances and specifications as specified in National Institute of Standards and Technology, Handbook 44.

B. Whenever pay quantities of material are determined by weight, material shall be weighed on scales furnished by Contractor and certified accurate by state agency responsible. Weight or load slip shall be obtained from weigher and delivered to the City or City's representative at point of delivery of material.

C. If material is shipped by rail, car weights will be accepted provided that actual weight of material only will be paid for and not minimum car weight used for assessing freight tariff, and provided further that car weights will not be acceptable for material to be passed through mixing plants.

D. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by the City. Each vehicle shall bear a plainly legible identification mark.

E. Materials that are specified for measurement by the cubic yard measured in the vehicle shall be hauled in vehicles of such type and size that actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. Vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting above requirements or loads of a quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.

F. Where measurement of quantities depends on elevation of existing ground, elevations obtained during construction will be compared with those shown on drawings. Variations of 1 foot or less will be ignored, and profiles shown on drawings will be used for determining quantities.

G. Units of measure shown on Bid Form shall be as follows, unless specified otherwise. All methods of measurement shall be approved by the City.

Item	Method of Measurement
AC	Acre – Field Measure
CY	Cubic Yard – Field Measure within limits specified or shown, or measured in vehicle by volume, as specified
EA	Each – Field Count
GAL	Gallon – Field Measure
HR	Hour
LB	Pound(s) – Weight Measure by Scale
LF	Linear Foot – Field Measure
LS	Lump Sum – Unit is one; no measurement will be made
SF	Square Foot
SY	Square Yard
TON	Ton – Weight Measure by Scale (2,000)

1.0.6. MEASUREMENT AND PAYMENT

A. General:

1. Payment for all the work completed under this Project shall be made in accordance with the provisions of the "Special Conditions" on the basis of the specific provisions of this section of the Specifications.

2. The Contractor will be paid each month the value of the work completed during the preceding month (less retainage) and the invoiced cost including applicable sales taxes and shipping value (less retainage) of materials not already used, but which have been furnished by the Contractor under the Specifications, provided that such materials have been delivered, properly stored and inspected by the Engineer and that payment therefore has been satisfactorily certified by the Contractor to the Engineer. Remaining cost for materials (less retainage) will be paid at the same time as installation. Any payment for materials which are not used will be withheld from the final payment.

3. The Contractor shall receive and accept the compensation as provided in the Quotation, the ITB and "Invoices and Payments" of the "Special Conditions" as full payment for furnishing all labor, materials, tools and equipment, for performing all operations necessary to complete the work under this Contract, and also in full payment for all loss or damages arising from the nature of the Work, or from the action of the elements or from unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the City.

4. The cost breakdown (or Schedule of Values) referred to herein is defined in "Schedule of Values" of the "Special Conditions." The cost breakdown (Schedule of Values) approved by the Engineer will be used as the basis for making progress payments and for determining the cost of extra work which is the same or similar (as determined by the Engineer) to that defined in the "Schedule of Values."

5. The prices stated in the Quotation includes full compensation for overhead and profit, all costs and expenses for taxes, labor, equipment, furnishing and repairing small tools and ordinary equipment, mobilization, home office expenses and general supervision, materials, commissions, transportation charges and expenses, patent fees and royalties, bond, insurance, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Plans and specified herein. In addition, the Contractor shall include the actual cost of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension plans, vacations, and insurance and contractor's public liability and property damage insurance involved in the work based on the actual wages paid to such labor and all other general costs and profits, prorated to each item.

6. Unless otherwise specifically stated elsewhere herein, the Contractor shall include in the prices bid all materials, electrical supply, fuel, lubricants, temporary equipment, temporary wiring, temporary piping and fittings, pumps, gages, and all other items of whatever nature required to completely test, balance, disinfect if required, and put into fully operational condition all equipment and/or systems supplied by either the City or the Contractor and installed as a part of this Project. Further, any test materials supplied by the Contractor shall be completely satisfactory to the City. Any decision as to whether a particular material is suitable for test purposes shall be at the sole discretion of the Engineer whose decision shall be final. Any material considered not suitable shall be immediately replaced by the Contractor with suitable material and no extra compensation will be allowed."

7. It is the intent of the City to obtain a complete and working installation under this Contract, and any items of labor, equipment or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the Plans or stated herein.

8. For purposes of determining the monthly payments to be made to the Contractor for work accomplished, the value of the work completed shall be determined in the following manner:

    a. Demolition, installation of pipe culvert shall constitute seventy-five percent **(75%)** of the price bid for these Quotation Items.

    b. Submittal of the PSM's daily progress reports and/or field book notes and monthly as-builts of the work that has been performed to date (all documents subject to approval and acceptance by the City) shall constitute ten percent **(10%)** of the price bid for these Quotation Items.

    c. Completion of all sitework restoration, shall constitute five percent **(5%)** of the price bid for these Quotation Items.

d. Submittal of the final as-builts to the satisfaction of the Engineer, completion of all surface repairs, restoration of public or private facilities, appurtenances, and all other work not provided for under other Quotation Items shall constitute the remaining ten percent **(10%)** of the price bid for these Quotation Items.

B. Price Bid:

1. The price bid for each item shall be stated in both words and figures in the appropriate places in the Quotation form. All blank spaces for bid prices must be filled in with ink, or with a typewriter. The Bidder is further directed that any and all alterations, changes, corrections and modifications, made to the Quotation forms prior to submission of bids, must be initialed by the Bidder. Non-compliance by the Bidder of this directive may be grounds for rejection of his bid.

2. In the event that there is a discrepancy between the price written in words and the price written in numbers, the price written in words shall govern except where the number of units multiplied by the unit price shown in numbers equals the total price for that bid item. In such case the unit price shown in numbers shall govern over the unit price shown in words.

3. Where an error is made in the calculation of the total bid price of an item, the unit price shall govern.

4. If the bidder makes an error in his addition of the total bid prices of the applicable items in the Quotation, the correct sum of its applicable bid item totals shall be the Total Bid.

5. It has been determined that the City is not exempt from the payment of Florida State Sales Tax under this Contract. All items of materials, equipment and supplies furnished by the Contractor and remaining a part of the completed Project are subject to this Tax. The Bidder shall include a sufficient amount of money to pay for this Tax in his bid price. Sufficient money to pay the Tax for all miscellaneous materials and minor items shown on the Plans, specified herein, or necessary for the work, and which will remain a part of the completed Project, shall also be included in the price or prices bid, and no other compensation will be provided.

C. Quotation Items:

It is intended that all work required to complete this Project will be included in the various bid items as follows:

Item No. 1

For performing preparatory work and operations in mobilizing for beginning the work of the Project, including preparation and acceptance of Maintenance of Traffic Plan (MOT), but excluding materials and permit costs, both of which are paid under other payment items, shall include, but not be limited to; preparation, submission

and acceptance of the MOT, first by the City and if acceptable to the City, submission to and acceptance by all other governing authorities; supply, submission and correction of all "Pre-Approved Product Lists" and/or shop drawings; ordering the said equipment and materials in a timely fashion; those operations necessary for the movement of personnel, equipment, supplies and incidentals to the Project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities; the cost of reestablishing the design baseline, vertical control points and reference points, and establishing proposed pipeline location; the cost of MOT and permit preparation/submission/acceptance; the costs of bonds, required insurance and other preconstruction expense but excluding the actual cost of permits, which are paid under a separate dedicated allowance account and excluding the cost of materials which are paid under another bid item(s).

Not inclusive of the costs incurred in the provision of traffic control and the costs incurred in the provision of off-duty police officers that are to be paid for under separate Bid Items.

The mobilization item will be paid in the following manner:

Contracts with a contract duration of up to and including one hundred twenty (120) calendar days will be paid in two (2) separate payments, each equal to fifty (50) percent of the amount bid for this item.

Contracts with a contract duration of over one hundred twenty (120) calendar days will be paid in four (4) separate payments, each equal to twenty-five (25) percent of the amount bid for this item.

The two or four payments will be made with the first two or four payment draws and is conditioned upon progress satisfactory to the Engineer being made pursuant to the accepted Project.

The total amount of the partial payments may not exceed ten (10) percent of the original Subtotal of the bid items. Any remaining amount will be paid upon completion of all work on the Contract. Retainage, as specified in the "General Covenants and Conditions" and any Special Provisions will apply to these payments.

Since this item is bid as an aggregate sum, payment will be in accordance with the cost breakdown as approved by the Engineer and measured as required by and satisfactory to the Engineer.

Item No. 2

For furnishing and delivering to the City Ultraflo SRASP Barrell Pipe for culverts, or approved equal, of the nominal sizes specified in these bid items will be paid at

the unit price bid times the number of linear feet accepted by the Engineer, which payment shall be full compensation for furnishing Ultraflo SRASP Barrell Pipe, and joint materials; corporation stops pipe bedding; backfill materials; temporary pavement materials; transportation and handling costs delivered ditchside; all shop drawing preparation and correction cost for material furnished under this item; all material and equipment required to clean; and all other appurtenant and miscellaneous items (not included in another bid item) required for a complete and satisfactory installation.

Item No. 3

For installing Ultraflo SRASP Barrell Pipe for culverts, or approved equal, of the nominal sizes specified in these bid items will be paid for at the unit price bid times the number of linear feet installed and accepted by the Engineer. The price per foot for installing the pipe shall be full compensation for the completed pipeline, ready for service, and shall include, but not be limited to; exploratory excavation; excavation; sheeting and shoring if necessary; complying with the Florida Statutes "Trench Safety Act"; transporting and unloading the pipe and all other materials not specified in other bid items from delivery trucks at the job site (excavation side) and placing them into position in the trench; installing Ultraflo SRASP Barrell Pipe, installing joint materials; installing joint; removal and disposal of excess or unsuitable fill material, where required; maintaining access to residences and businesses along the route of the main; protecting existing utilities along the route of the culvert; making temporary paving repairs; complying with work hour restrictions; satisfying all requirements of the Project permits; preparation and submittal of PSM's daily progress reports and/or field notes and monthly as-builts of the work that has been performed to date; moving and replacing utilities, fences, trees, landscaping, shrubs, mail boxes, sprinkler systems, shoulders, asphalt paths, curb & gutter, asphalt and plain concrete driveways, traffic separators and all other similar items, to original locations and to equal or better than original conditions; and all other appurtenant and miscellaneous items and work (not included in another bid item) including final cleanup for a complete, satisfactory and functional installation.

Items No. 4

For furnishing and delivering General Guardrail per FDOT index No. 400 with mechanical appurtenances required as specified in these bid items will be paid at the unit price bid times the number of linear feet accepted by the Engineer, which payment shall be full compensation for furnishing General Guardrail per FDOT index No. 400; transportation and handling costs delivered ditchside; all shop drawing preparation and correction cost for material furnished under this item; all material and equipment required to clean the item; and all other appurtenant and miscellaneous items (not included in another bid item) required for a complete and satisfactory installation.

Items No. 5

For installing General Guardrail per FDOT index No. 400 with mechanical appurtenances required as specified in these bid items will be paid at the unit price bid times the number of linear feet accepted by the Engineer, which payment shall be full compensation for furnishing General Guardrail per FDOT index No. 400; transportation and handling costs delivered ditchside; all shop drawing preparation and correction cost for material furnished under this item; all material and equipment required to clean the item; and all other appurtenant and miscellaneous items (not included in another bid item) required for a complete and satisfactory installation.

Items No. 6

For demolishing and removal of the existing Culvert with headwalls as indicated in the plans, will be paid for from the aggregate sum amount established by the Contractor for this purpose. Such amount represents the amount the Contractor feels is necessary to completely demolish the existing concrete stair and chain-link fence and dispose of the debris generated. Asphalt restoration is included in a separate item.

Since this item is bid as an aggregate sum, no other special provisions for measurement will be necessary.

Item No. 7

For excavating of existing backfill material at existing Culvert location, will be paid for at the unit price bid times the number of cubic yards removed to the satisfaction of the Engineer, and includes removal of unsuitable material, loading, hauling, legal disposal off-site and tipping fees.

Item No. 8

For providing bypass pumping, as needed, to ensure Canal flow is uninterrupted throughout construction, will be paid for from the aggregate sum amount established by the Contractor for this purpose. Such amount represents the amount the Contractor feels is necessary to completely ensure Canal flow is uninterrupted throughout construction.

Since this item is bid as an aggregate sum, no other special provisions for measurement will be necessary.

Item No. 9

For furnishing and delivering all necessary erosion control measures specified on plans, including Turbidity Barriers and Drop Inlet Sediment Protection required as specified in these bid items will be paid for from the aggregate sum amount established by the Contractor for this purpose, which payment shall be full compensation for furnishing all necessary erosion control measures specified on plans, transportation and handling costs delivered ditchside; all shop drawing preparation and correction cost for material furnished under this item; all material

and equipment required to clean the item; and all other appurtenant and miscellaneous items (not included in another bid item) required for a complete and satisfactory installation.

Item No. 10

For installing all necessary erosion control measures specified on plans, including Turbidity Barriers and Drop Inlet Sediment Protection required as specified in these bid items will be paid for from the aggregate sum amount established by the Contractor for this purpose, which payment shall be full compensation for furnishing all necessary erosion control measures specified on plans; transportation, handling costs delivered ditchside, installation and testing; all shop drawing preparation and correction cost for material furnished under this item; all material and equipment required to clean the item; and all other appurtenant and miscellaneous items (not included in another bid item) required for a complete and satisfactory installation.

Item No. 11

For selling and delivering concrete for the installation of 8-inch thick Concrete Pavement (min. 3,000 psi at 28-day) per FDOT index No. 350, will be paid for at the unit price bid times the number of cubic yards of concrete placed. The price shall be full compensation for furnishing concrete for the installation of 8-inch thick Concrete Pavement (min. 3,000 psi at 28-day), transportation and handling costs delivered ditchside. This bid item shall be used only at locations approved by the Engineer or indicated in the Plans where the minimum cover over the main cannot be obtained.

Item No. 12

For constructing 8-inch Concrete Pavement (min. 3,000 psi at 28-day) per FDOT index No. 350, will be paid for at the unit price bid times the number of cubic yards of concrete placed. The price shall be full compensation for all work including furnishing all labor, equipment, and materials required for constructing the 8-inch Concrete Pavement. This bid item shall be used only at locations approved by the Engineer or indicated in the Plans where the minimum cover over the main cannot be obtained.

Item No. 13

For constructing concrete 4-inch-thick sidewalk and ramp curbing to match existing per FDOT index No. 310, will be paid for at the unit price bid times the number of square feet of such sidewalk required, installed and accepted by the Engineer, and the price bid shall be full compensation for furnishing all labor, materials and equipment for a complete installation.

Item No. 14

For constructing concrete curb and gutter restoration to match existing as per FDOT index No. 300, will be paid for at the unit price bid times the number of

square feet of such curb and gutter required and placed as measured along the curb, installed where directed by the Engineer, and the price bid shall be full compensation for furnishing all labor and equipment for a complete installation.

Item No. 15 - Contingent Item

For furnishing and installing additional suitable backfill material, will be paid for at the unit price bid times the number of cubic yards of additional trench backfill furnished and installed as directed by the Engineer in the field and includes removal of unsuitable material, loading, hauling, legal disposal off-site and tipping fees. The additional trench backfill shall be measured along the main within the limits of the trench as defined by the County's Standard Details appended hereto. The use of additional trench backfill shall be paid for only when and where approved by the Engineer prior to installation.

Item No. 16

For furnishing and installing rubble (Broken Stone) at Culvert embankment for the rip-rap installation as per FDOT index No. 530, will be paid for at the unit price bid times the number of tons of such rip-rap required as directed by the Engineer in the field and the price bid shall be full compensation for furnishing all labor, materials and equipment for a complete installation.

Item No. 17

For furnishing and constructing concrete mitered end sections at Culvert pipe barrels per FDOT index No. 430-021, will be paid for at the unit price bid times the number of cubic yards of concrete placed. The price shall be full compensation for all work including furnishing all labor, equipment, and materials required for constructing the mitered end sections at Culvert pipe.

Item No. 18 - Contingent Item

For cold milling roadway surface course for permanent pavement repairs (nominal 1 inch thick), will be paid for at the unit price bid times the number of square yards of such surface course milled and required as measured along the curb within the limits defined by details on the Plans and/or the City's Public Works Manual appended hereto and as approved by the Engineer. Greater widths are at the Contractor's option and expense. The price bid shall be full compensation for furnishing all materials, labor and equipment required for milling of surfaces indicated. Asphalt cold milling shall be performed using an automated pavement planer capable of maintaining an accurate depth. Cold milling equipment shall meet the approval of the Engineer and the governing agency having jurisdiction at the location of the pavement milling operation. The Engineer's word as to the acceptability of the equipment shall be final.

Item No. 19

For constructing **Type "V"** permanent pavement repairs for roadway (nominal 1 inch thick machine-laid asphaltic concrete friction surface overlay) will be paid

for at the unit price bid times the number of square yards of overlay, installed where directed by and to the satisfaction of the Engineer, which price shall be full compensation for furnishing all labor, material, and equipment for a complete installation; and shall include asphalt pavement driveways in roadways, as required and directed by the Engineer. After the pavement has been milled and the existing pavement removed, a tack coat shall be applied as specified above. The latest applicable standard for the friction course from the governing authority shall be used. Temporary pavement markings for roadways shall be included in this bid item.

Item No. 20

For replacing pavement markings damaged, removed or obliterated by Contractor's operation, will be paid for from the aggregate sum amount bid by the Contractor for this purpose. Such amounts represent the amount the contractor feels is necessary to comply with the governing agency's requirements. Any portion of this fund, remaining after the work has been paid for will remain with the Contractor. Conversely, no requests for additional reimbursement will be approved. Reflective Pavement Markers shall also be furnished and installed under this item and there will be no additional compensation paid for this work.

Since this item is bid as an aggregate sum, no other special provisions for measurement will be necessary.

Item No. 21 - Contingent Item

For restoring sodded areas, will be paid at the unit price bid times the number of square yards of sod placed, and the price bid shall be full compensation for furnishing all labor, materials and equipment for a complete restoration.

Item No. 22

For furnishing traffic control, will be paid for from the aggregate sum amount established by the Contractor for this purpose. Such amount represents the amount the Contractor feels is necessary to provide sufficient flagmen, signs, barricades, and similar items and work for directing traffic and maintaining safety during all times of work and other times as directed by the Engineer, FDOT, the municipalities' Public Works Department and any other governing authority. Any portion of this fund remaining after all authorized payments have been made will remain with the Contractor. Conversely, no requests for additional payments will be approved.

Payment to the Contractor under this item will be by monthly percentage corresponding to the percentage of the Project's work items completed and paid for each month, as approved by the Engineer.

Item No. 23 - Contingent Item

For sheeting and shoring ordered left in place by the Engineer, will be paid for at the unit price bid per square foot, measured from tip to cut-off times the horizontal length, regardless of thickness, times the number of linear feet of sheeting and shoring left in place as accepted by the Engineer. Payment shall be full compensation for cutting off and for all salvage and potential reuse value of the material. Sheeting and shoring left in place without the Engineer's approval will be at the Contractor's expense.

Item No. 24- Contingent Item

For removal, transport, and legal disposal of unsuitable backfill materials, including tipping fees, will be paid for at the unit price bid times the number of cubic yards removed and legally disposed of, as measured by the truckload to the satisfaction of the Engineer.

Item No. 25 – SUBTOTAL

Sum of Item Nos. 1 through 24.

Item No. 26 - Dedicated Allowance

This item establishes a fund for reimbursement of the cost of providing off-duty police officers as required for this project. Payment shall only reimburse the Contractor for the cost of the off-duty police officers for hours on duty at the work site; no overhead, travel time or other additional costs will be allowed. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payment and will remain with the City.

Item No. 27 - Dedicated Allowance

This item establishes a fund for reimbursement of the cost of all required construction permits and fees, if authorized by the Engineer. Payment shall reimburse the Contractor for only the cost of the construction permit and fee. Any question or whether a construction permit or fee is required shall be decided by the Engineer whose word shall be final. Any portion of this fund remaining after all authorized payments have been made will be withheld from Project payments and will remain with the City.

Item No. 28 - Contingency Allowance

For unforeseen conditions, minor construction changes and Quantity Adjustments, additional work not covered by other items, if ordered by the Engineer.

This account is for all labor, materials, equipment and services necessary for modification or extra work required to complete the Project due to unforeseen conditions, unforeseen conflicts between existing elements of work and the proposed work; for minor changes required to resolve any unforeseen conditions, Revised Regulations, Technological and Products Development, Operational Changes, Schedule Requirements, Program Interface, Emergencies and other Miscellaneous Costs; and for adjustments to estimated quantities shown on the

unit prices of the Quotation to conform to actual quantities installed; and associated time related to this work only if ordered by the Engineer.

Payment to the Contractor under the Contingency Allowance will only be made for work ordered in writing by the Engineer, in accordance with Section 13 "Extra Work and Payment Therefore" of the "General Covenants and Conditions." Any portion of these accounts remaining after all authorized payments have been made will be withheld from Contract payments and will remain with the City.

A non-compensable time extension shall be included in the Contingency Allowance work when approved by the Engineer.

Item No. 29 - TOTAL BID
Sum of Item Nos. 25, 26, 27 and 28.
Note:
Since Item Nos. 15, 18, 21, 23 and 24 are Contingent Items, and because of the nature of the Dedicated Allowance, Item Nos. 26 and 27, and the Contingency Allowance, Item No. 28, they may or may not be used at the option of the City. Any overrun or under run provisions contained within the Project Documents shall not be applicable to these items.

1.0.7. NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected material.

2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.

3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.

4. Material not unloaded from transporting vehicle.

5. Defective work not accepted by Owner. Material remaining on hand after completion of work.

1.0.8. PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless shop drawings or preliminary operation and maintenance manuals are acceptable to the Engineer.

B. Final Payment: Will be made only for products incorporated in work; remaining products, for which partial payments have been made, shall revert to Contractor

unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

1.0.9. ALLOWANCES

A. The allowances shall be used only at the discretion of and as ordered by the Owner for such items as unforeseen conditions, unforeseeable conflicts between existing elements of work and the proposed work, unit price items exceed estimated quantities, and any associated work requested by the Owner including all labor, materials, and services for modifications or extra work to complete the project that was anticipated, but not specifically included in this Contract.

B. Any portion of these allowances that remain after all authorized payments have been made will be withheld from contract payments and will remain with the Owner.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01031 GRADES, LINES AND LEVELS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. The work of this Section comprises the establishing of grades, lines and levels.

1.0.2. RELATED WORK

A. Section 01720 “Project Record Documents”

PART 2 – PRODUCTS

2.0.1. MATERIALS

A. Furnish all stakes, templates and other materials necessary for establishing and maintaining of the lines and grades necessary for control and construction of the work and all incidental labor necessary for the prosecution of the work.

PART 3 – EXECUTION

3.0.1. LAYOUT OF THE WORK

A. GENERAL

1. The Engineer of Record, through retaining the services of a Professional Land Surveyor and Mapper, who is licensed in the State of Florida, shall furnish the Contractor with horizontal and vertical controls which shall be utilized as specified elsewhere herein to layout the work. The Professional Land Surveyor and Mapper, who is licensed in the State of Florida hired by the Contractor, shall verify all controls provided by the Engineer of Record and it shall be the responsibility of the Contractor to preserve same.

2. The Contractor shall retain the services of a Professional Land Surveyor and Mapper, who is licensed in the State of Florida who, shall furnish and set stakes, establishing line and grade and shall solely be responsible for the layout of the work as well as the recording of all as-built dimensions and elevations. The Contractor shall furnish all additional stakes, templates, and other materials for marking and maintaining survey points and lines given, and shall be responsible for their preservation. Should any of the horizontal and vertical control points set by the Engineer of Record be destroyed or disturbed, they shall be reset by the Contractor's Florida Registered Land Surveyor and Mapper, at the Contractor's expense. All control points previously set by the Engineer of Record shall be verified by the Contractor's surveyor.

B. LAYOUT

As provided in Subsection 3.01-A, above, the Contractor through the services of his Florida Registered Land Surveyor and Mapper, shall establish the line and bench mark and other reference points for the pipeline or structure, as follows:

1. Structures: Will consist of baselines, stakes at building corners, centers and centerlines, auxiliary lines and two bench marks from which to establish the elevations. The Engineer of Record shall set a minimum of three horizontal and vertical control points which shall thereafter be maintained by the Contractor, without further help from the Engineer of Record, for use in establishing and checking the lines and grades as shown on the contract drawings.

2. Pipelines: Will consist of baselines, construction lines, centerlines, auxiliary lines and bench marks from which to establish the elevations. The Engineer of Record shall set horizontal and vertical control points at the beginning and end of the work and at a minimum distance of 1,400 ft. in between. When the total distance is less than 1,400 ft. control points shall be set at the beginning and end of the work.

3. The Contractor shall use this information to construct the structures and pipelines to the lines and grades shown on the project drawings and shall supply all equipment and personnel necessary to accomplish this end.

4. For pipelines, this will consist of establishing all points of bend (but not necessarily bevel pipe unless in close proximity to other facilities), valves, tees, crosses and other stations not more than 100 feet apart along the proposed centerline of the pipe, or along a stationed offset line as shown on the plans, marked by a nail in a metal cap if in pavement, with the station painted nearby or by a nail in the top of a wooden stake driven flush with the ground with the station marked on the flag stake nearby, if not in pavement.

5. The Contractor shall supply the City Inspector with a copy of the Florida Registered Land Surveyor and Mapper's layout of the work immediately upon its availability to his own forces.

6. The Contractor shall make his equipment and men available to the Inspector for spot checking the accuracy of the pipe laying. The Inspector shall require the Contractor to correct pipe alignment when necessary.

C. RECORD DRAWINGS:

1. During the entire construction operation, the Contractor shall retain the services of a State of Florida Registered Land Surveyor and Mapper who shall maintain records of the installation, including all deviations from the plans and specifications by obtaining "as-built" dimensions and elevations.

2. The Surveyor shall prepare Record As-Built Drawings showing correctly and accurately all changes and deviations made during construction, including approved construction variances, to reflect the work as it was actually constructed.

3. Refer to Sections 01720 and 01725 for City's criteria for developing project record documents and record As-Built drawings.

D. HORIZONTAL AND VERTICAL CONTROL FOR DESIGN

The following shall apply when establishing horizontal and vertical controls for design. They shall also be used for the development of construction drawings.

1. Survey stationing shall proceed from south to north and/or from west to east.

2. Baseline or centerline shall be tied to section corners, or to monument lines or to right of-way lines.

3. Points along the survey line shall be referenced to perpetuate the alignment. Whenever possible, the reference points shall be established at right angles to the survey line and at intervals no longer than 1,400 feet. Reference points shall be shown on construction plans.

4. Centerline of side streets shall be established and set by nail and disc. Station and angle turned shall be given and shown on the plans.

5. All curve data (horizontal) shall be shown on plans. Point of curvature and point of tangency shall be set in the field, reference P.C. and P.T. or P.I.

6. Easement lines shall be tied to baseline or centerline. Give station and angle turned.

7. Set centerline or baseline stations every 100 feet on the ground using iron rods in unpaved areas or P.K. nails on asphalt.

8. All vertical control and elevations shall be referenced to North American Vertical Datum of 1988 (NAVD 1988).

9. Temporary bench marks (T.B.M.) and bench marks shall be established throughout the project at approximately 1,000 feet intervals. Show information on plans.

10. Centerline shall be tied to baseline if different from each other.

11. Tie proposed pipe to centerline or baseline, not to right-of-way line. Right-of-way line shall be tied to centerline or baseline.

12. All survey information shall be shown on the plans.

13. All point of intersections and deflection angles shall also be shown. Angle can be submitted by bearings.

END OF SECTION

01070 ABBREVIATIONS

PART 1 - GENERAL

1.0.1. SCOPE OF WORK

A. Comply wherever in these specifications' references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.

B. It is the intent of the City to obtain a complete functional, and satisfactory installation under this Contract, and any items of labor, equipment or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the Plans or stated herein.

1.0.2. ABBREVIATIONS AND ACRONYMS

A. The Contractor is also alerted that various "Standards" are used herein for reference and criteria, and that he should obtain copies for his general use and protection. Abbreviated titles are used throughout these Specifications and although most of them are widely known, their complete titles are given below in order to avoid any misunderstanding.

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
FAC	Florida Administrative Code
FBC	Florida Building Code
FDOH	Florida Department of Health in Miami-Dade County
FDOT	State of Florida Department of Transportation
MDDTPW	Miami-Dade Department of Transportation and Public Works
NSF	NSF International
OSHA	Occupational Safety and Health Administration

B. The above list shall not be considered complete, as there are other "Standards" used; however, in most cases complete titles have been given.

C. Wherever "Standards" are indicated herein for reference, the referenced portion shall have the same force and effect as if it were included, herein, in its entirety, latest revision if the date of publication is not shown.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01090 REFERENCE STANDARDS

PART 1 – GENERAL

1.0.1. REFERENCE STANDARDS

A. Comply with the requirements of standard with date as specified herein. Standards without dates shall be understood as the Standard current at the time of bid. In case of conflict between the referenced standards, the one having the more stringent requirements shall govern.

B. In case of conflict between the referenced standards and the Project Documents, the Project Documents shall govern.

C. When no reference is made to a code, standard, or specification, the standard specifications of the ASTM, the ANSI, the ASME, the IEEE, or the NEMA shall govern.

1.0.2. QUALITY ASSURANCE

A. Application: When a standard is specified by reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents or applicable codes establish stricter standards.

1.0.3 ABREVIATIONS

A. Abbreviated titles for other governing standards are used throughout these specifications and although most of them are widely known, their complete titles are given below to avoid misunderstanding.

1. AA: Aluminum Association.

2. AAMA: Architectural Aluminum Manufacturer's Association.

3. AASHTO: American Association of the State Highway and Transportation Officials.

4. ACI: American Concrete Institute.

5. ACPA: American Concrete Pipe Association

6. AI: Asphalt Institute

7. AIA: American Institute of Architects AISC American Institute of Steel Construction

8. AISI: American Iron and Steel Institute

9. AITC: American Institute of Timber Construction

10. ANSI: American National Standards Institute, Inc.

11. API: American Petroleum Institute

12. ASCE: American Society of Civil Engineers

13. ASME: American Society of Mechanical Engineers

14. ASMM: Architectural Sheet Metal Manual

15. ASSE: American Society of Sanitary Engineers

16. ASTM: American Society for Testing and Materials

17. AWS: American Welding Society

18. AWWA: American Water Works Association

19. BHMA: Builders Hardware Manufacturer's Association

20. CIPRA: Cast Iron Pipe Research Association

21. CLFMI: Chain Link Fence Manufacturers Institute

22. CMA: Concrete Masonry Association

23. DIPRA: Ductile Iron Pipe Research Association

24. ETL: Environmental Test Laboratories

25. FDEP: Florida Department of Environmental Protection

26. FDOT: Florida Department of Transportation

27. IEEE: Institute of Electrical and Electronics Engineers

28. NBS: National Bureau of Standards

29. NEC: National Electrical Code

30. NEMA: National Electrical Manufacturer's Association

31. NFPA: National Fire Protection Association

32. OSHA: Occupational Safety and Health Administration

33. SSPC: Steel Structures Painting Council

34. SSPWC: Standard Specifications for Public Works Construction

35. SFWMD: South Florida Water Management District

36. UL Underwriters Laboratories, Inc.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01100 SPECIAL PROJECT REQUIREMENTS

PART 1 – GENERAL

1.0.1. RESPONSIBILITY OF THE CONTRACTOR

A. The Contractor shall have at all times as his agent on the site of the work a competent superintendent capable of reading and thoroughly understanding the plans and specifications.

B. The Contractor shall be responsible for the good condition of the work or materials until formal release from his obligations under the guidelines of this project. The Contractor shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the continuance of the Contract. The Contractor shall place sufficient lights and danger signals on or near the work from sunset to sunrise; shall erect suitable railings or other protective devices about unfinished work, open trenches, embankments, or other obstructions; shall provide all necessary watchmen on the work by day or by night for the safety of the public and shall take all necessary precautions for preventing accidents or injuries to persons or property in or about the work.

C. The Contractor shall be responsible for the coordination, location, and relocation of utilities, including but not limited to utility light poles, cables, fiber optic lines, water mains and services, sewer mains and services, electrical, telephone and television cables, signals and signal poles, fences, guard rails, piping, culverts, conduits and drains that interfere with the positioning of the work as set out on the drawings. The cost of all such coordination and relocations shall be included in the bid for the project and shall not result in any additional cost to the City.

D. Prior to proceeding with trench excavation, the Contractor shall contact all utility companies and all other users of the right-of-way in the area to aid in locating their underground services. It shall be the Contractor's responsibility to contact utility companies at least three NORMAL WORKING DAYs before starting construction. The Contractor shall proceed with caution in the excavation and preparation of the trench so that the exact location of underground utilities may be determined.

E. Wherever piping systems or utilities such as water, wastewater, air, chemical, electrical or other service lines must be crossed, deflection of the pipe within recommended limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the drawings. Approximate locations of known installations in the vicinity of new work must be verified in the field by the Contractor, who shall uncover them carefully, prior to commencement of the work.

F. The Contractor shall be familiar with all codes and regulations of the Federal Government, the State of Florida, Miami Dade County, the City of Opa-Locka and any municipal corporations applicable to every aspect of the project. The Contractor shall provide all materials and shall perform all work necessary to fully comply with all provisions and requirements of applicable codes and regulations whether specifically indicated in the plans and specifications or not. It is the intent of the City to obtain a finished project in full compliance with all requirements of any agencies having jurisdiction over any portion of the work involved in the project. The Inspector will not recommend acceptance of the work until all requirements and provisions of pertinent codes and regulations have been satisfactorily fulfilled.

G. Changing the grade of the proposed main by rising deflections, or the alignment by horizontal deflections, will not be considered as extra work, or extra cost, to the Contractor, and in some cases a credit to the City may be warranted.

H. Any Conflicts between the field investigation and the information shown on the plans shall be brought to the immediate attention of the Engineer.

1.0.2. LAND FOR CONSTRUCTION PURPOSES

A. The Contractor shall limit operations, temporary facilities and storage of equipment and materials to on-site areas to be designed by the Engineer.

B. Should the Contractor require additional space he/she shall make his own arrangements for storage of materials and equipment in locations off the construction site. For the allocated space, submit to the Engineer for approval, proposed plan and layout for all temporary facilities, offices, storage facilities, temporary water service and distribution, and temporary power service and distribution. Prior to commencing any new construction remove, relocate and protect where necessary all existing underground and above ground facilities, pipelines, utility systems, plantings and all other existing installations. All of these existing features shall be restored to their initial or better than initial conditions.

1.0.3. PRE – CONSTRUCTION CONFERENCE

A. After the Award of Contract and prior to the issuance of the "Notice to Proceed," a preconstruction conference will be held with the Contractor, the City, various utility companies and others who are interested in the Project for the purpose of coordinating the work. The time and place of meeting will be set by the Engineer.

B. In some cases the preconstruction conference may be held after the start work date stated in the written "Notice to Proceed." This may be due to difficulty with coordination of all parties concerned, or other similar reasons.

C. Such delays in holding the preconstruction meeting will not relieve the Contractor of any responsibilities hereunder, and will not be an acceptable reason for him to request additional work completion time beyond that provided since he can be obtaining permits, mobilizing his equipment and forces, ordering materials, performing minor work, or other work if approved by the Engineer, during the interim period.

D. Prior to the preconstruction conference, the Contractor shall prepare the construction schedule as described in Section 01120 - Sequence of Construction and General Information and Section 01200 - Project Meetings, "Project Scheduling" and provide copies of the same to others in attendance.

E. The construction schedule shall include the place of beginning, the proposed order of progression, together with the estimated times for beginning and completing the various items of work. In addition, the Contractor shall prepare on electronic media, a critical path method (CPM) with emphasis made to "construction time and completion."

F. The Engineer will discuss requirements of such matters as project supervision and inspections, progress schedules and reports, Contract Change Orders, insurance, safety, and other items pertinent to the Project.

G. All parties to this conference should be prepared to discuss any problems anticipated with the execution of the work under this Contract.

1.0.4 SAFETY REQUIREMENTS

A. The Contractor shall comply with the Department of Labor Safety & Health Regulations for construction promulgated under the Occupational Safety & Health Act of 1970, (PL 91-596).

B. Comply with all applicable provisions of the Occupational Safety and Health Act (OSHA). The Contractor's Manual of Safety Practices, dealing with the firm's policies on field safety procedures for employees shall be submitted to the Engineer for review before Notice to proceed will be issued.

C. Conduct operations in such a manner, utilizing warning devices, such as traffic cones, barricades and warning lights, that traffic and pedestrians are given adequate warning of hazard of the work site as may be deemed necessary by the City and/or the Engineer.

D. Certain products specified in these specifications contain warnings by the manufacturer that under certain conditions, if instructions for use of the product are no followed, a hazardous condition may develop. It is the Contractor's responsibility to instruct its workmen in the safe use of the product, or any product substitution.

E. For trench excavations in excess of five feet in depth, the Contractor shall comply with the provisions of the State of Florida “Trench Safety Act”.

F. The contactor shall be familiar with the “Underground Facility Damage Prevention and safety Act”, Florida Statute 556. The Contractor shall contact the Sunshine State One Call Center of Florida.

G. Do not store any environmentally hazardous materials such as solvent, greases, lubricants or any other type of chemical substances at the work sit. The Contractor is permitted to keep such materials at the site as are for immediate use only. Do not store any empty container at the site.

1.0.5 PIPE AND EXISTING UTILITIES

A. The underground utilities, structures and other facilities shown on the plans are located according to the best information available but may vary by several feet from both the position and elevation shown. The Contractor shall explore far enough in advance of his main trench to determine the exact location and condition of such utilities, structures or facilities so that, before the pipe is installed, the Engineer may change the line or grade of the pipe, should that become necessary to avoid a conflict.

B. In all cases where the main is deflected either horizontally or vertically, and the Engineer requires additional work and items such as paving and similar items for which a pay item was established in the quotation, then such additional work and items will be paid for at the prices bid. Wider trench widths may be paid with the approval of the Engineer.

C. The Contractor shall determine the locations of recent additions to the systems not shown on the plans. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities. The location of all overhead utilities shall be verified, and the Engineer notified of any conflict which might occur. The Contractor shall be responsible for determining which poles will need shoring during excavation and shall provide such shoring and support as is required.

1.0.6 MATERIALS AND EQUIPMENT FURNISHED BY THE CITY

A. No material or equipment will be furnished by the City under this Contract. All material, labor and equipment necessary for completion of the work shall be furnished and installed by the Contractor, whether or not shown on the Plans or specifically mentioned in the Specifications.

1.0.7 WATER USED IN CONSTRUCTION

A. The City will furnish water at a charge for all construction activities unless otherwise specifically made an exception in the project specifications or specifically made an exception by the Engineer in writing.

B. Consumption for the following activities shall be determined by City personnel who shall be provided with a minimum of seventy-two (72) hour advance notification. Failure of the Contractor to provide advance notification and/or have City personnel on site to witness and verify consumption for the following activities could result in his being fined and/or a citation being issued against him in accordance with the Rules and Regulations of the City's Tampering Section.

1. Pigging:

2. Flushing, only if and when approved by the Engineer:

3. Chlorination, if applicable:

4. To fill mains being pressure tested, excluding make-up water during test: and

5. When and where directed or approved by the Engineer.

Water for construction activities listed above will be furnished from adjacent City-owned water mains or the most convenient water source. In instances where no City-owned source of water is available, the Contractor shall make his own arrangements with the municipality or other controlling authority and include the cost of all water required during construction in his overall construction cost. No reimbursement will be made.

C. Water used in construction for purposes other than those listed above, including make-up water pumped into the pipe during hydrostatic testing, will be furnished by the City at a charge. This water will be supplied from the most convenient source through the existing piping. However, all water used must be metered through a City meter. The Contractor will be billed by the City based on water usage recorded by the floating meter.

D. When the project is occurring in the City of Opa-Locka, the Contractor shall present to the City, the Fire Department Permit during application with the New Business Office.

E. All piping, fittings, valves and equipment, including pumps and power, required for handling the water shall be furnished by the Contractor. Care shall be exercised in the use of the water and provision shall be made to protect the water supply for contamination and indiscriminate use by unauthorized persons. The Contractor shall use only potable water unless otherwise specifically called out elsewhere herein and then only in the case of sewage force mains, reclaimed water mains or raw water mains.

F. Under no circumstance shall the Contractor utilize a water source, including existing piping, until such source or piping has been approved for use by the City.

1.0.8 MATERIALS AND EQUIPMENT FURNISHED BY THE CONTRACTOR

The general requirements specified herein shall apply to all items of materials and equipment in addition to the Specifications for individual items appearing in the following sections:

A. All materials and equipment furnished by the Contractor for use in the work shall be new and of recent domestic manufacture, and shall be the products of reliable manufacturers who, unless otherwise specified, have been regularly engaged in the manufacture of such material and equipment for at least five (5) years. All components shall, wherever possible, be standard stock articles of well-known domestic manufacturers. Where the plans and specifications designate the product of a particular manufacturer, the product specified has been found suitable for the intended use, but, unless otherwise provided, articles or products of similar characteristics may be offered for the approval of the Engineer. A minimum of six copies (more if so required herein) of complete descriptive data shall be furnished regarding all articles furnished by the Contractor. The descriptive data shall consist of dimension drawings, catalog references and other information necessary to clearly identify each article. When substitutions are permitted, the Contractor shall make all necessary changes in adjacent or connected structures and equipment at his expense and shall be solely responsible for all cost and time required by any difference in construction methods, fabrication or assembly required and no additional time will be allowed. Any re-permitting together with all costs and work associated therewith shall be performed by the Contractor and no additional compensation will be allowed.

B. Where contemplated changes, substitutions or appurtenant work require engineering design, in the opinion of the Engineer, the Contractor shall have such design services performed at his expense. Said engineering design services shall be of an extent satisfactory to the Engineer whose word shall be final and shall be performed by a Registered Professional Engineer licensed to practice in the State of Florida.

C. All water system components shall be in full compliance with NSF/ANSI 61, "Drinking Water System Components - Health Effects," latest revision.

D. The Contractor shall also supply certification that all materials supplied that will come into contact with drinking water conform or will conform with NSF/ANSI 61.

E. The Contractor shall care for and protect against loss or damage all material and equipment to be incorporated in the construction, whether furnished by him/her or by the City, for the duration of the Contract, and shall repair or replace any lost or damaged items. The Contractor shall be relieved of such responsibility only upon final acceptance of all of the work by the Engineer.

F. No material shall be stored so that it is in direct contact with the ground. All metal shall be thoroughly cleaned before being placed in the work. Storage and protection measures shall be subject to approval of the Engineer whose decision shall be final. The Contractor shall immediately protect materials by different methods, materials or to a greater extent if so, directed by the Engineer in the field.

G. Unless otherwise specified or noted on the plans, all steel bolts, nuts, washers, eye bolts, tie rods and all other miscellaneous ferrous metal items shall be American made stainless steel.

H. The Contractor shall have available sufficient tools and equipment to properly perform his work in all areas of the system, including easements or other areas with limited or restricted access or clearances. The Contractor is specifically advised that work in easement may require specialized equipment to satisfactorily perform the work and the capability to accomplish these installations is a requirement of these specifications.

I. Any salvageable pipe, fitting, or other miscellaneous material or equipment, removed during construction and not reused in the work shall be cleaned, hauled to and stored by the Contractor at his expense, where directed by the Engineer, and shall remain the property of the City. All other material and equipment shall be disposed of by the Contractor at his own expense.

J. To ensure satisfactory and successful final painting of materials and equipment to be furnished, it is essential that the paints applied in the shop and in the field be mutually compatible. To this end, the Contractor shall require that the shop paints be applied to materials and equipment be compatible with the paints he proposes to use in the field or shall determine what shop paints have been used and select field paints compatible therewith, all as approved by the Engineer.

K. The Contractor shall furnish the City, with one set of any special tools required for servicing for each type of equipment actually furnished. These tools shall be delivered to the office of the City's Construction Manager, City of Opa-Locka Public Works. A letter of transmittal shall be provided, containing a list of all items being provided.

L. All other material required to complete this project shall be furnished and installed by the Contractor, whether or not shown on the plans or specifically mentioned in the specifications.

M. The Contractor shall procure extended manufacturer's warranties on equipment furnished by him. These warranties shall be kept in force and extended such that the City will be provided a manufacturer's warranty with at least one year to run beyond the date of final acceptance of the project. A copy of the warranty with these provisions clearly stated or with an attached letter of certification from the manufacturer to this effect shall be delivered with the equipment and no payment or partial payment for

said equipment will be made until such warranty/certification is delivered to the Engineer.

1. The warranty shall specifically cover the case where the equipment warranted has been replaced by a newer model. In such instance the warranty shall either provide spare parts and service to repair or replace in its entirety the original model, or in lieu of this; provide a complete new model unit to replace the warranted and failing equipment. Should the failing equipment be replaced by a new model, the Contractor shall be responsible for making all necessary changes to adjacent and/or connected equipment at no extra cost to the City and to the satisfaction of the Engineer whose decision shall be final.

2. As a part of final inspection, the Contractor shall deliver to the City in a form satisfactory to the Engineer, either warranties or certifications of warranty extensions showing the warranties to be in effect at least one year beyond the planned date of final acceptance.

3. All costs for procuring, maintaining and extending these warranties shall remain with the Contractor, even in cases where the contract construction time for completion has been extended. These costs shall be included in the Contractor's bid price and no further compensation will be allowed.

4. In instances, where the City puts an item of equipment into full productive service prior to final acceptance, the warranty shall still be extended to at least one year past final acceptance. However, the City will reimburse the Contractor for the prorated cost of the extended warranty from the time when the equipment was placed in full productive service to the date of final acceptance based upon the manufacturer's invoice to the Contractor for this cost. Only the warranty cost will be reimbursed, no overhead or other costs will be allowed.

N. Extended Warranties:

1. The Contractor shall procure extended manufacturer's warrantees on equipment furnished by him. These warrantees shall be kept in force and extended such that the City will be provided a manufacturer's warrantee with at least one (1) year to run beyond the date of final acceptance of the Project. A copy of the warrantee with these provisions clearly stated or with an attached letter of certification from the manufacturer to this effect shall be delivered with the equipment and no payment or partial payment for said equipment will be made until such warrantee/certification is delivered to the Engineer.

2. The warrantee shall specifically cover the case where the equipment warranted has been replaced by a newer model. In such instance the warrantee shall either provide spare parts and service to repair or replace in its entirety the original model, or in lieu of this; provide a complete new model unit to replace the warranted and failing equipment. Should the failing equipment be replaced by a new model, the Contractor shall be responsible for making all necessary changes to adjacent and/or connected equipment at no extra cost to the City and to the satisfaction of the Engineer whose decision shall be final.

3. As a part of final inspection, the Contractor shall deliver to the City in a form satisfactory to the Engineer, either warrantees or certifications of warrantee extensions showing the warrantees to be in effect at least one (1) year beyond the planned date of final acceptance.

4. All costs for procuring, maintaining and extending these warrantees shall remain with the Contractor, even in cases where the Contract construction time for completion has been extended. These costs shall be included in the Contractor's bid price and no further compensation will be allowed.

5. In instances where the City puts an item of equipment into full productive service prior to final acceptance, the warrantee shall still be extended to at least one (1) year past final acceptance. However, the City will reimburse the Contractor for the prorated cost of the extended warrantee from the time when the equipment was placed in full productive service to the date of final acceptance based upon the manufacturer's invoice to the Contractor for this cost. Only the warrantee cost will be reimbursed, no overhead or other costs will be allowed.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01120 SEQUENCE OF CONSTRUCTION

PART 1 – GENERAL

1.0.1 SCOPE OF WORK

A. The sequence of construction has been divided into phases and steps representing major work areas, all of this in order to facilitate to the Contractor the execution of the project and minimize conflicts with operations. The general sequence of construction shall be as described in this Section, but also the City reserves the right to make changes on it.

B. Coordinate sequence of construction with progress schedule to ensure timely performance of the work and project completion within the specified construction time.

C. Special Instructions: It is the intent of the City to construct this project with as little disturbance and annoyance to the pump station's neighbors as possible.

D. The Contractor's equipment must be in first class operating condition, including proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment. The Contractor shall provide a temporary electric service for his electric equipment as specified herein below, and shall pay all cost thereof, including all charges for electricity used during the entire course of the project until its acceptance by the City.

E. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of the Engineer, he will have the right to order the Contractor to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the City.

F. During construction the Contractor shall, by sprinkling with water or by other means approved by the Engineer, eliminate dust annoyance to adjacent property owners. No additional compensation will be paid to the Contractor for any costs incurred in complying with the provisions herein.

1.0.2 GENERAL

A. Following receipt of "Notice to Proceed" with the work, the Contractor shall notify the Engineer at least five (5) days before he is ready to start actual construction, to allow the City time to make arrangements for inspection of the work.

B. Contractor's PSM shall reestablish the design baseline, vertical control points and reference points, and establish proposed culvert location in accordance with Section

02314 “Excavation, Backfill and Fill for Structural Facility and Utility Systems”, Construction Methods.

C. The Contractor's equipment must be in first class operating condition, including safety features, proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment.

D. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of the Engineer, he will have the right to order the Contractor to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the City.

E. During construction the Contractor shall, by sprinkling with water or by other means approved by the Engineer, eliminate dust annoyance to adjacent property owners. No additional compensation will be paid to the Contractor for any costs incurred in complying with the provisions herein.

F. All items shall be performed by the Contractor with special emphasis on the fact that numerous standard and miscellaneous construction phases are not mentioned specifically but shall be performed by the Contractor as required for a completed Project.

G. Water in the trench shall be kept below the level of the pipe to prevent the entry of debris and contaminants into the pipe.

    1. In instances where Section 02220 – Excavation, General, "Alternate Method of Construction" is approved by the Engineer and used for the Project: During construction, the Contractor shall install a temporary plug, or other means approved by the Engineer, on the open end of the pipe in order to prevent debris and trench water backwash from entering the pipe during trench excavation ahead of the installed pipe. The plug shall remain in place until the following length of pipe is ready to be installed. No additional compensation will be paid to the Contractor for any costs incurred in complying with the provisions herein.

H. No separate payment shall be made for the cost of labor and materials required for the removal of nightcaps, plugs, bulkheads or external blocking and bracing of adjacent mains, for the supplying of water for cleaning and testing, nor for the interconnecting work to adjacent mains unless listed separately in the Quotation, and the cost of this work shall be included in other applicable items of work.

I. The Contractor is advised that, if the work of this project includes work in the public right of way, that work may be shut down by the roadway governing authority during the period from the beginning of the Thanksgiving holiday through the end of the New Year holiday or some portion(s) of that period. Unless otherwise specifically called out

herein, or granted by the Engineer in writing, no extension of Project time will be allowed due to such a shutdown. If any extension of time is allowed, it will be of a non-compensable nature. All costs of such a shutdown including any demobilization/re-mobilization costs shall be the sole responsibility of the Contractor and no extra compensation will be allowed. Upon ending of any such shutdown, the Contractor shall immediately resume construction operations unless otherwise ordered by the Engineer in writing.

J. The Contractor shall fully comply with any special working hours, and with all other requirements of the Permits, at no additional cost to the City. Working hours noted in permits or the specifications are subject to change. In the event that changed working hours effects the work of the Contractor, the Contractor's sole remedy shall be a non-compensable time extension. Said extension to be full compensation for all direct and indirect costs, including but not limited to loss of efficiency, loss of opportunity, increased bond or insurance premiums, or home office or extended overhead, incurred by the Contractor as a result of such change, and no additional compensation shall be considered. Night work may be required as a part of the construction.

K. New or altered potable water mains, including services, that will be under City control and have an inside diameter of three inches or larger shall be disinfected and bacteriologically evaluated in accordance with FAC Rule 62-555.340. Note that the above requirements are minimum, and the City may require more stringent procedures and routinely requires all services of whatever size be tested and disinfected along with the main. These more stringent or extensive requirements shall be performed by the Contractor and no extra compensation will be allowed.

L. All pipe and fittings installed under this project shall be color coded or marked as required by FAC Rule 62-555.320(21)(b)3, using blue as a predominant color to differentiate drinking water from reclaimed or other water and green as the predominant color for sanitary sewage facilities. Underground metal or concrete pipe shall have colored stripes applied to the pipe wall. Pipe striped during manufacturing of the pipe shall have continuous stripes that run parallel to the axis of the pipe, that are located at no greater than 90-degree intervals around the pipe, and that will remain intact during and after installation of the pipe. If tape or paint is used to stripe pipe during installation of the pipe, the tape or paint shall be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top of the pipe; for pipes with an internal diameter of 24 inches or greater, tape or paint shall be applied in continuous lines along each side of the pipe as well as along the top of the pipe. Striping shall be continuous and run the full length of the pipe. Aboveground pipe shall be painted shall be color coded or marked like underground pipe.

M. The Contractor shall take steps to provide accessibility for local traffic. The construction in this area shall proceed as quickly as possible and paving shall follow immediately to reduce inconvenience to residents in this area of the project.

N. The Contractor shall take pictures of the work site, in accordance with Section 01380 "Construction Photographs," prior to the start of any construction.

O. The Contractor is advised that, during the construction of the Project, the Construction Manager may require the Contractor to adjust the location of the proposed valves. This relocation(s) shall be performed at no additional cost to the City.

P. Locations of solid sleeves are for general information only. Exact location of solid sleeves shall be determined in the field by the Engineer. Prior to installation of solid sleeves, the pipe and fittings shall be hosed and kept clean, then swabbed with disinfectant as necessary for water main installation. Water in trench shall be kept below the pipe invert.

1.0.3 EXISTING WATER MAINS AND FORCE MAINS

A. The existing mains in the project area shall remain in service until the new mains are placed in service. Connections and disconnections together with cut, plug and abandonment work shall be coordinated through the City's Construction Manager. In all instances, the City's Construction Manager shall, beginning with the Preconstruction Meeting, coordinate with the Operations Division to pre-determine the notification lead times required for various operations.

1.0.4 SEQUENCE OF WORK

A. The general sequence of construction shall be as follows, but **a detailed sequence of construction shall be submitted by the Contractor and approved by the Engineer before any work is started**. The City reserves the right to make changes to the sequence as necessary to facilitate the work or to minimize conflict with operations and no extra compensation will be allowed.

B. CAPITALIZED ITEMS INDICATE WORK OR FUNCTIONS TO BE PERFORMED BY CITY FORCES. All other items shall be performed by the Contractor with special emphasis on the fact that numerous standard and miscellaneous construction phases are not mentioned specifically but shall be performed by the Contractor as required for a complete Project.

Note: For simplicity, the Sequence of Construction below will not detail the following items. **These shall be the responsibility of the Contractor and no extra compensation will be allowed.**

1. Contractor's field verification of all information provided in the Plans and to determine the type, location, elevation, and extent of any utilities which may not have been shown on the Plans.

2. Notify "Sunshine State One-Call of Florida Inc., 811," forty-eight (48) hours prior to any excavation. Locate all utilities along the route of the Project.

3. Contractor's operations involving removal of the existing Culvert shall include:

a. Excavate existing Culvert pipes and provide proper flow diversion between the Canal.

4. Installation of new Culvert system, including piping, mitered end section, backfilling, rip rap placement, and concrete pavement.

5. Construction of concrete curb and gutter, sidewalk, handicap access ramp, and guardrails.

6. Milling and resurfacing of pavement extents.

7. Contractor's PSM shall reestablish the design baseline, vertical control points and reference points, and establish proposed pipeline location in accordance with Section 02314 “Excavation, Backfill and Fill for Structural Facilities and Utility Systems - Construction Methods."

8. After items 6 and 7 are completed, the Contractor shall meet with the City Inspector at the Project site and perform a pre-construction walk-through along the entire route of the Project to identify possible problems or conflicts with the proposed pipeline location.

9. The general sequence of work shall be as follows:

1) Phase I – Mobilization

Step – 1 Initiate mobilization. The Contractor shall set up storage, staging and parking areas, temporary environmental controls and tree protection devices in the project site. Obtain permits, develop and submit construction schedule and start shop drawing submittal. Contractor shall allow access to the other facilities within the project area, including adjacent businesses and homes at all times during construction.

Step – 2 Call for locates (Sunshine 811) and document all location marks in the field.

Step – 3 Contractor shall include the necessary provisions to safeguard the existing utilities noted within the project area. Furthermore, the Contractor shall be advised that the utilities shown on plans are based on best available information and shall take all necessary precautions to confirm, identify, preserve, and maintain the integrity while performing construction.

Step – 4 Contractor shall **immediately** open a dialog with all existing utilities in the project area. Contractor shall notify Engineer of any utility relocation requirements and costs. Utility relocations shall be reimbursed under a dedicated allowance account. Failure to properly coordinate any required utility relocations may result in delays for which the Contractor may be liable for.

Step – 5 Verify locations, elevations, dimensions, manufacturer of pipes, equipment, etc., before ordering materials to complete the work in accordance with the Contract Documents, Shop Drawings and field conditions.

Step – 6 Upon approval of shop drawings, order long lead items so that materials may be delivered in a timely fashion without delays to construction.

2) Phase II – Demolition of Existing Culvert and Appurtenances

NOTE: Refer to Drawings, Sheets C-01 and C-02

Step – 1 Installation of all Erosion Control measures within the Canal.

Step – 2 Removal of existing concrete pavement, concrete headwall, and culvert piping.

Step – 3 Prepare temporary bypass system, if necessary, to divert Canal flows from East to West and vice versa. After successful flow diversion and authorization by the City; the Contractor shall proceed with the installation of the removal of the existing Culvert piping.

3) Phase III – New Culvert Installation

Step – 1 Prepare bedding material to lay stone base for new piping.

NOTE: The Contractor shall provide appropriate shoring to conduct the stone bedding and 66-inch SRASP pipe installation in dry conditions.

Step – 2 Secure the three (3) pipes in place to conduct backfilling in lifts/compaction in accordance with the manufacturer's recommendations.

Step – 3 The Contractor shall secure the three (3) pipes in place to conduct backfilling in lifts/compaction in accordance with the manufacturer's recommendations and up to elevation established on plans. Embankment slopes shall be established.

Step – 4 Install mitered end sections at pipe ends.

Step – 5 Install geotextile matting and Rubble Stone embankment stabilization.

Step – 6 Lay new concrete curb and gutter and sidewalk.

Step – 7 Install new guardrail.

4) Phase IV – Final Sitework and Project Closeout

Step – 7 Form and pour the 8” thick concrete pavement surface above Culvert piping.

Step – 8 Lay new concrete curb and gutter and sidewalk.

Step – 9 Mill and resurface top 1” surface course of roadway.

Step – 10 Paint roadway pavement markings and remove temporary construction signage.

Step – 11 Demobilization and related closeout activities shall be in accordance with section 01700 “Project Closeout”.

Step – 12 Complete all remaining miscellaneous and appurtenant work, including restoration of damaged survey control points, final inspection and cleanup.

C. The Contractor's equipment must be in first class operating condition, including proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment. The Contractor shall provide a temporary electric service for his electric equipment as specified herein below, and shall pay all cost thereof, including all charges for electricity used during the entire course of the project until its acceptance by the City. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of the Engineer, he will have the right to order the Contractor to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the City. During construction the Contractor shall, by sprinkling with water or by other means approved by the Engineer, eliminate dust annoyance to adjacent property owners. No additional compensation will be paid to the Contractor for any costs incurred in complying with the provisions herein.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

01200 PROJECT MEETINGS

PART 1 – GENERAL

1.0.1. PROJECT SCHEDULES

A. General: Develop and submit for approval by the City a construction progress schedule and phasing plan demonstrating complete fulfillment of all Contract requirements including all activities of Subcontractors, equipment vendors and suppliers. Unless otherwise directed by the Engineer, the construction progress schedule shall be computer developed and maintained using Microsoft Project software as manufactured by Microsoft Corporation, Primavera, or equal. The Contractor shall prepare a network plan utilizing CPM (Critical Path Method). The City reserves the right to request progress schedule on magnetic media.

B. Submittal: The progress schedule shall be plotted on 11-inch by 17-inch paper and shall be reviewed and updated monthly, depicting progress through the last day of the current month and scheduled progress through completion. Six up to date copies of the schedule shall be submitted along with the application for monthly progress payments for the same period.

1. Immediately after award of contract, submit for review the progress schedule describing the activities to be accomplished and their dependency relationships, showing starting and completion dates for each activity in terms of the number of days after receipt of Notice to Proceed. All completion dates shown shall be within the period specified for contract completion.

2. After receipt and initial review, the Engineer will meet with the Contractor for joint review, correction or adjustment of the proposed plan and schedule. Within five (5) calendar days after the joint review, the Contractor shall revise the schedule in accordance with agreements reached during the joint review and shall submit two copies of the revised schedule. After the Contractor has received both the Notice to Proceed and the approved copy of the schedule, he shall immediately add calendar dates in lieu of the number of days from the date of Notice to Proceed and shall furnish two copies of the revised schedule to the Engineer.

C. Schedule Requirements:

1. Show the sequence and interdependence of activities required for complete performance. In preparing the schedule, break up the work into activities of a duration of no longer than fifteen working days each, except as to non-construction activities (such as procurement of materials, delivery of equipment and concrete curing) and any other activities for which the Engineer may approve the showing of longer duration. The schedule shall show the activities for actual construction

work for each trade category of the project. The Contractor is to include a schedule of submittals of shop drawings, equipment schedules, coordination drawings, templates, fabrication, delivery and the like, and review and approval of shop drawings. Activities related to a specific physical area of the project shall be grouped on the schedule for ease of understanding and simplification. Activity duration (i.e. the single best estimate, considering the scope of the activity, and the resources planned for the activity) shall be shown on each activity on the diagram. To the extent that the schedule or any revised schedule shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the City's approval of the schedule.

2. Include a cost estimate for each activity which cumulatively equals the total Contract cost. Estimated overhead and profit shall be prorated throughout all activities. The partial payments as defined under the General Conditions will be based on these approved activity costs.

3. With each request for a partial payment, submit a copy of the approved schedule marked to show the activities completed and partially completed, for which payment is requested.

4. The Contractor is advised that, if the work of this project includes work in the public right of way, that work may be shut down by the roadway governing authority during the period from the beginning of the Thanksgiving holiday through the end of the New Year holiday or some portion(s) of that period. Unless otherwise specifically called out herein, or granted by the Engineer In writing, no extension of Project will be allowed due to such a shutdown. If any extension of time is allowed, it will be a non-compensable nature. All costs of such a shutdown including any demobilization/re-mobilization costs shall be the sole responsibility of the Contractor and no extra compensation will be allowed. Upon ending of any such shutdown, the Contractor shall immediately resume construction operations unless otherwise ordered by the Engineer in writing.

5. The Contractor shall fully comply with any special working hours, and with all other requirements of the Permits, at no additional cost to the City. Working hours noted in permits or the specifications are subject to change. In the event that changed working hours affects the work of the Contractor, the Contractor’s sole remedy shall be a non-compensable time extension. Said extension to be full compensation for all direct and indirect costs, including but not limited to loss of efficiency, loss of opportunity, increased bond or insurance premiums, or home office or extended overhead, incurred by the Contractor as a result of such change, and no additional compensation shall be considered. Night work may be required as a part of the construction.

1.0.2. PROGRESS MEETINGS

A. General progress meetings will be held once each week at which every entity then involved in the planning, coordination and performance of work shall be discussed. The progress of each element of current work shall be discussed as to whether it is ahead of schedule, on time or behind time in relation to the updated progress schedule. For each meeting, the Contractor shall prepare a detailed three (3) week "look ahead" schedule in addition to, showing the progress schedule of the previous week. Methods to expedite behind-time work shall be determined, and commitments secured for bringing back to the scheduled date for the entities involved. Everything of significance which could affect the progress of the work, including schedule revisions, shall be discussed to ensure that current and subsequent work will be completed within the Contract time. Within three days after each meeting, copies of the minutes of the meeting, including a brief summary of progress of the work since the previous meeting, shall be distributed to each present or who should have been present. Whenever revisions to the progress schedule have been made or recognized at the progress meeting, a copy of the revised schedule shall accompany the minutes distributed.

B. Each computer-generated construction progress schedule and report shall include the following minimum items:

1. Activity Numbers.
2. Duration Estimate.
3. Activity Description.
4. Early Start Date (Calendar Dated).
5. Early Finish Date (Calendar Dated).
6. Latest Allowable Start Date (Calendar Dated).
7. Latest Allowable Finish Date (Calendar Dated).
8. Status (whether critical).
9. Estimated Cost of The Activity.
10. Total Float and Free Float.

C. In addition, each construction progress schedule, network analysis and report shall be prefaced with the following summary data:

1. Contract Name and Number.

2. Contractor's Name.

3. Contract Duration.

4. Contract Schedule.

5. The Effective or Starting Date of The Schedule (the date indicated in the Notice-to-Proceed).

D. The workday to calendar date correlation shall be based on an 8-hour day and 40-hour week with adequate allowance for holidays, adverse weather and all other special requirements of the work. Normal work hours are Monday thru Friday, 7:30 am to 4:30 pm.

E. If the Contractor desires to make changes in the method of operating which affects the construction progress schedule and related items, he/she shall notify the Engineer in writing stating what changes are proposed and the reason for the change. If the Engineer accepts these changes, in writing, the Contractor shall revise and submit, without additional cost to the City, all of the affected portions of the construction progress schedule, and associated reports. The construction progress schedule and related items shall be adjusted by the Contractor only after prior acceptance, in writing by the Engineer. Adjustments may consist of changing portions of the activity sequence, activity durations, division of activities, or other adjustments as may be required. The addition of extraneous, non-work activities and activities which add restraints to the construction progress schedule shall not be accepted.

F. Except where earlier completions are specified, schedule dates which show completion of all work prior to the contract completion date shall, in no event, be the basis for claim for delay against the City by the Contractor.

G. Construction progress schedules and related items which contain activities showing negative float or which extend beyond the contract completion date will not be accepted by the Engineer. Whenever it becomes apparent from the current construction progress schedule and associated reports that delays to the critical path have resulted and the contract completion date will not be met, or when so directed by the Engineer, the Contractor shall take some or all of the following actions at no additional cost to the City. They shall submit to the Engineer for approval, a written statement of the steps they intend to take to remove or arrest the delay to the critical path in the current construction progress schedule.

1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of work.

2. Increase the number of working hours per shift, shifts per day, working days per week, the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate the backlog of work.

3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities and comply with the revised schedule.

H. If when so requested by the Engineer, the Contractor should fail to submit a written statement of the steps they intend to take or should fail to take such steps as reviewed and accepted in writing by the Engineer, the Engineer may direct the Contractor to increase the level of effort in manpower (trades), equipment and work schedule (overtime, weekend and holiday work, etc.) to be employed by the Contractor in order to remove or arrest the delay to the critical path in the current construction progress schedule, and the Contractor shall promptly provide such level of effort at no additional cost to the City.

I. If the completion of any activity, whether or not critical, falls more than 100 percent behind its previously scheduled and accepted duration, the Contractor shall submit for approval a schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted work.

J. Shop drawings which are not approved on the first submittal or within the time scheduled, and equipment which does not pass the specified tests and certifications shall be immediately rescheduled.

K. The contract time will be adjusted only in accordance with the General Requirement and other portions of the Contract Documents as may be applicable. If the Engineer finds that the Contractor is entitled to any extension of the contract completion date, the Engineer's determination as to the total number of days extension shall be based upon the current construction progress schedule and on all data relevant to the extension. Such data shall be included in the next updating of the schedule and related items. Actual delays in activities which, according to the construction progress schedule, do not affect any contract completion date will not be the basis for a change therein.

L. From time to time it may be necessary for the contract schedule of completion time to be adjusted by the City in accordance with the General Requirements and other portions of the Contract Documents as may be applicable. Under such conditions, the Engineer will direct the Contractor to reschedule the work or contract completion time to reflect the changed conditions, and the Contractor shall revise the construction progress schedule and related items accordingly, at no additional cost to the City.

M. Available float time may be used by the City through the City's Engineer.

N. The City controls the float time and, therefore, without obligation to extend either the overall completion date or any intermediate completion dates the City may initiate changes that absorb float time only. City initiated changes that affect the critical path on the network diagram shall be the sole grounds for extending the completion dates. Contractor-initiated changes that encroach on the float time may be accomplished only with the City's concurrence. Such changes, however, shall give way to City-initiated changes competing for the same float time.

O. To the extent that the construction project schedule, or associated report or any revision thereof shows anything not jointly agreed upon or fails to shown anything jointly agreed upon, it shall not be deemed to have been accepted by the Engineer. Failure to include on a schedule any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the review of the schedule by the Engineer

P. Review and acceptance of the construction progress schedule, and related reports, by the Engineer is advisory only and shall not relieve the Contractor of the responsibility for accomplishing the work within the contract completion date. Omissions and errors in the construction progress schedule, and related reports shall not excuse performance less than that required by the Contract and in no way make the Engineer an insurer of the Contractor's success or liable for time or cost overruns flowing from any shortcomings in the construction progress schedule, and related reports.

Q. The Contractor shall present and discuss the proposed schedule at the preconstruction conference.

R. The construction progress schedule shall be based upon the precedence diagramming method of scheduling and shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the work and identifying all construction activities included but not limited to yard piping, all structures and treatment units and all related work specified herein to be performed under the Contract. The schedule shall be time scaled, identifying the first day of each week, with the estimated date of starting and completion of each stage of the work in order to complete the project within the contract time. The project critical path shall be clearly identified.

1.0.3. DAILY REPORTS

A. Prepare and submit to the Engineer at regular intervals not exceeding weekly intervals, a daily report recording information concerning events at the site. The daily reports shall contain the following and any other significant information:

1. General weather conditions, rain, high/low temperatures.

2. List of Subcontractors on site.
3. List of separate Contractors at the site, if any.
4. Meetings and significant decisions.
5. Stoppages, delays, shortages, losses.
6. Emergency procedures, field orders.
7. Orders/requests by governing authorities.
8. Other events or activities.
9. Partial completions.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01300 SUBMITTALS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. Submittals covered by these requirements include manufacturers' information, shop drawings, test procedures, test results, samples, requests for substitutions, and miscellaneous work-related submittals. Submittals shall also include, but not be limited to, all mechanical, materials, reinforcing steel, fabricated items, and piping and conduit details. The Contractor shall furnish all drawings, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's installation and other instructions as specifically required in the contract documents to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the contract documents.

B. The Contractor shall submit copies of all permit applications, permit submittals, permit comments and permit approvals.

C. Within 10 calendar days after Notice to Proceed, Contractor shall submit a complete list of all anticipated submittals including shop drawings, submittals, and product data with an anticipated delivery date to the Engineer and review and approval times. This shall be reviewed during the Project Kickoff Meeting and shall be continuously updated and reviewed during Project Progress Meetings.

1.0.2. CONTRACTOR’S RESPONSIBILITY

A. The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment, which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where his submittal may affect the work of another Contractor or the Owner. The Contractor shall coordinate submittals among its Subcontractors and suppliers including those submittals complying with unit responsibility requirements.

B. Record Drawings: Refer to Section 01720 “Project Record Drawings”.

C. As-Built Record Drawings: Refer to Section 01725 “As-Built Record Drawings”.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01340 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. Before proceeding with the erection of the construction plan, including the setting or placing thereof, and the erection of other temporary structures, the Contractor shall furnish the Engineer with such information and plans as the City may require.

B. Shop Drawings (including Pre-Approved Product List submittals) shall be submitted prior to any project construction activity. In a timely fashion, well before the contemplated ordering for fabrication of special order or long-lead items or construction use of any standard element of the work, the Contractor shall furnish Shop Drawings for the review and approval of the City.

C. It is the Contractor's sole responsibility, upon the first occasion of submittal of a particular element of the work, to submit Shop Drawings of an element which match and fulfill the requirements and intent of the plans and specifications. Any delays or costs caused, either directly or indirectly, by non-timely submissions; submission of items differing significantly from the intent of the plans and/or specifications; repeated submission of, or argument over, rejected elements or changes required for acceptance; arguments with the criteria or requirements of the plans or specifications; or any other such similar activities shall be at the expense of the Contractor.

D. It is the intent of the Contract Documents that the Contractor shall, in the first instance, submit Shop Drawings of elements which meet or exceed the requirements of the Contract Documents and fit with the other elements of the work and the existing conditions. Delays or the inability to obtain shop drawing approval may subject the Contractor to costs for liquidated or actual damages as specified in the Contract.

1.0.2. DESCRIPTION OF WORK

A. It is the intent of the Contract Documents that the Contractor shall, in the first instance, submit Shop Drawings of elements which meet or exceed the requirements of the Contract Documents and fit with the other elements of the work and the existing conditions. Delays or the inability to obtain shop drawing approval may subject the Contractor to costs for liquidated or actual damages as specified in the Contract.

B. After award of the project, the Contractor may begin providing submittals for approval. Submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way expressed or implied relieve the Contractor from submitting complete Shop

Drawings and providing materials, equipment, etc., fully in accordance with the specifications. This procedure is required in order to expedite final review of Shop Drawings.

C. Maintain an accurate updated Shop Drawing submittal log which shall include the following items:

1. Submittal Description and Number Assigned.

2. Specification Section.

3. Plans Sheet Number.

4. Date to Engineer.

5. Date Returned to Contractor (from Engineer).

6. Status of Submittal (Approved, Approved as Noted, Rejected/Resubmit).

7. Date of Resubmittal and Return (as Applicable).

8. Date Material Release (for Fabrication).

9. Projected Date of Fabrication.

10. Projected Date of Delivery to site.

11. Status of O & M Manuals Submittal.

1.0.3. CONTRACTOR'S RESPONSIBILITY

A. Furnish the Engineer with a schedule of Shop Drawings submittals, fixing the respective dates for the submission of Shop Drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

B. Submit to the Engineer all plans and schedules sufficiently in advance of construction requirements to provide maximum time for checking and appropriate action from the time the Engineer receive them.

C. It is the duty of the Contractor to check and approve all plans, data and samples prepared by or for him/her before submitting them to the Engineer for review. Each and every copy of the plans and data shall bear Contractor's stamp showing that they have been checked and approved. Shop Drawings submitted to the Engineer without the Contractor's stamp and approval shall be returned to the Contractor for

conformance with this requirement before Engineer's review. ***Shop Drawings shall indicate any deviations in the submittal from requirements of the Project Documents and the Contractor shall state the reason why a deviation is required.***

D. All submittals shall be accompanied by a submittal registry and transmittal letter containing the following information:

1. Date.

2. Project Title and Number.

3. Contractor's name and address.

4. The number of each Shop Drawing, Data, and Sample submitted.

5. Notification of Deviations from Project Documents.

6. Submittal Log Number conforming to and referring to Specification Section Number.

7. Contractor signature or of its authorized representative.

E. Submit seven copies of Shop Drawings and of descriptive or product data submittals necessary to complement Shop Drawing. The Engineer will retain five sets.

F. After receiving approval by the Engineer, the Contractor shall be responsible for submitting the Shop Drawings to the City. Shop Drawings of all premanufactured items and all other Shop Drawings are required to obtain approval prior to manufacturing or installing the submitted items. The Contractor shall also be responsible for contesting any interpretations by the City that considers non-acceptable. The Contractor shall include in the bid prices, all costs for permits, fees and expenses associated with the submittals, including resubmittals (if any) of Shop Drawings to the City.

G. Do not begin any of the work covered by a drawing, data, or a sample returned as “Rejected/Resubmit” until a revision or correction thereof has been reviewed and returned to the Contractor, by the Engineer, with approval or approval “As Noted”. Be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to receiving Engineer's approval or approval “As Noted” of the necessary Shop Drawings.

H. Be fully responsible for observing the need for and for making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment the Contractor proposes to supply, both as they

pertain to the Contractor's own work, work of others, or of other Divisions herein or Trades and clearly show such changes on the Shop Drawings.

I. When substitutions in materials or equipment are allowed, the Contractor shall make all necessary changes in adjacent or connected structures and equipment at his expense. Where contemplated changes, substitutions or appurtenant work require engineering design, in the opinion of the Engineer, the Contractor shall have such design services performed at his expense.

J. When substitutions in materials or equipment are allowed, the Contractor shall be solely responsible for all costs and time required by any differences in construction methods, fabrication or assembly required and no additional time will be allowed.

K. Determine and verify:

1. Field measurements.

2. Field construction criteria.

3. Catalog numbers and similar data.

4. Conformance with specifications.

5. That installation and maintenance clearances are sufficient particularly when equipment or arrangement changes have been made.

1.0.4. ENGINEER'S REVIEW OF SHOP DRAWINGS

A. Engineer's review of plans, data and samples, submitted by the Contractor will cover only general conformity to the drawing and specifications. The Engineer's review will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown. The review of plans and schedules will be general, and shall not be construed:

1. As permitting any departure from the Contract requirements.

2. As relieving the Contractor of responsibility for any errors, including detail, dimensions, and materials.

3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

B. Variations:

1. If the plans or schedules, as submitted, describe variations per paragraph 1.03 C, and show a departure from the Contract requirements which Engineer finds to be in the interest of the City and to be so minor as not to involve a change in Contract price or time for performance, the Engineer may return the reviewed plans without noting an exception.

2. If the plans or schedules, as submitted, describe variations and show a departure from the Contract requirements which the Engineer finds to be minor enough to be corrected by redlining the submittal, the Engineer will mark and return the submittal marked "Approved as Noted." The redlined corrections shall be as binding on the Contractor as would be a resubmission embodying the same corrections.

C. When reviewed by the Engineer, each of the Shop Drawings shall be stamped and dated to indicate it had been reviewed. Shop Drawings stamped "Revise and Resubmit" and with required corrections shown will be returned to the Contractor for correction and resubmittal.

D. If the Contractor considers any correction indicated on the Shop Drawings to constitute a change to the project plans or specifications, the Contractor shall give written notice thereof to the Engineer who will render a decision which shall be final. After the decision has been made, the Contractor shall without delay, provide the corrections to the plans.

E. When the Shop Drawings have been approved by the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

F. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal.

1.0.5. SHOP DRAWINGS

A. Shop drawings shall be of such character that they may be used as fabrication drawings. Prior to submission, the Contractor shall thoroughly check such drawings, satisfying himself that they meet the requirements of the Plans and Specifications and that they are coordinated with the arrangements set forth on other shop drawings, and shall place on them the Project Number, the date and his signature and stamp of approval. Where items for which shop drawings are submitted are to meet special conditions listed in the detailed Specifications, the conditions shall be so noted on the drawing. Where there is a deviation from the Specifications, the Contractor shall note it and state the reason why a deviation is required. Two copies will be returned to the Contractor with the Engineer's mark of approval thereon, or will be marked to indicate changes necessary to effect compliance with the Specifications and the remaining copies will be retained by the City. When shop drawings are approved by the Engineer, they shall be as binding as any of the Contract Documents. Any errors or omissions on the shop drawings shall not relieve the Contractor of his responsibility.

He shall correct such errors, or omissions, including any necessary additions or alterations to construction, at his expense upon notification by the Engineer.

B. Shop drawings submitted without the required approval as specified above shall be returned without review and no extension of time will be granted for any delays caused by such improper submission.

C. The approval of shop drawings and data will be general, and shall mean that upon examination of the shop drawings, no variations from the Contract requirements have been discovered, and approval will not relieve the Contractor of his responsibilities as defined under the Contract.

D. When used in the Project Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the project. These Shop Drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance/test data shall be considered only as supportive to required Shop Drawings as defined above.

E. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Information which is not applicable to the work shall be deleted by striking or cross hatching.

F. If plans show variations from Contract requirements because of standard shop practice or for other reasons, describe such variations in the letter of transmittal. If no explanation of these variations is provided, the Contractor shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such plans have been reviewed and approved.

G. For all mechanical and electrical equipment furnished, provide a list including the equipment name, address of and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

H. All manufacturers or equipment suppliers who propose to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least five years, unless otherwise specified. Manufacturers and/or equipment which fails to meet the specified experience period will be considered if the manufacturer or supplier provides a bond or cash deposit which will guarantee replacement of the equipment or process in the event of failure or unsatisfactory service.

I. Only the Engineer will utilize the color "red" in marking Shop Drawing submittals.

1.0.6. REQUIRED INFORMATION

A. Submit, as applicable, the following for all prefabricated or manufactured structural, mechanical, electrical, plumbing, process system, and equipment work:

1. Shop Drawings or equipment drawings, including dimensions, size and location of connections to other work, and weight of equipment.

2. Catalog information and cuts.

3. Installation or placing plans for equipment, drives, and bases.

4. Supporting calculations, signed and sealed by a Florida Registered Engineer when required, for equipment and associated supports, or hangers required or specified to be designed by equipment manufacturers.

5. Signed and sealed calculations and plans by in-house Florida Registered Professional Engineer for structural systems, indicating compliance to the structural design criteria specified in the plans.

6. Complete manufacturer's specifications, including materials description and paint system.

7. Performance data and pump curves.

8. Suggested spare parts with current price information.

9. List of special tools required for testing, checking, parts replacement, and maintenance. (Special tools are those which have been specially designed or adapted for use on parts of the equipment, and are not customarily and routinely carried by maintenance mechanics)

10. List of special tools furnished with the equipment

11. List of materials and supplies required for the equipment prior to, and during startup

12. List of materials or supplies furnished with the equipment

13. Special handling instructions

14. Requirements for storage and protection prior to installation

15. Requirements for routine maintenance required prior to equipment startup

16. List of all requested exceptions to the Project Documents

1.0.7. SUBMITTAL REQUIRED FOR FOREIGN MANUFACTURED ITEMS

A. In addition to the submittal requirements stated above, suppliers of foreign manufactured items shall submit the names and addresses of companies within the United States that maintain technical service representatives and a complete inventory of spare parts and accessories for each foreign-made item proposed for incorporation into the work. Failure to prove these capabilities shall be cause for rejection of the foreign manufactured items.

B. Foreign manufactured equipment and materials shall in all cases be clearly and permanently marked with the manufacturer's name and country of origin of the item. The name of the U.S. importing/supplying firm is not acceptable. Shop Drawing submittals of foreign-made items shall be accompanied by written information to include name and location (i.e. country, City, and street address) of the manufacturer. This requirement shall also apply to the foreign made elements of items assembled in this country from parts wholly or partially manufactured overseas.

1. The words, "Permanently Marked" as used in this paragraph shall mean; die stamped, cast-in, welded, or otherwise marked such that the removal of the marking by any mechanical or chemical means will result in obvious permanent damage to the surface marked. These markings shall be on surfaces which are not hidden by assembly.

C. Where specified elsewhere herein or at the sole discretion of the Engineer, whose word shall be final, supply verification of quality, suitability or other aspects, as directed by the Engineer, from a Professional Engineer licensed to practice in the State of Florida or the state where the supplying U.S. firm is located. The verification shall be signed, sealed, and dated. All costs for this verification shall be at the sole expense of the Contractor and no extra compensation will be allowed. Verification by foreign-based engineers, firms, manufacturers, etc. will not be acceptable.

1.0.8. SAMPLES

A. Furnish for the approval of the Engineer, samples required by the Project Documents or required by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.

B. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.

3. A minimum of two samples of each Item shall be submitted.

C. Each sample shall have a label indicating:

1. Name of Project.

2. Material or Equipment Represented.

3. Name of Producer and Brand (if any) Location in Project.

D. Prepare a transmittal letter in triplicate for each shipment of samples containing the information specified herein in Paragraph 1.05 A. Enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a sample shall be only for the characteristics or use specified and shall not be construed to change or modify any Contract requirements.

E. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples.

1.0.9. SUSTITUTION

A. Changes in products, materials, equipment, and methods of construction required by the Contract Documents, which are proposed by the Contractor after award of the Contract, are considered to be requests for substitutions. Where the plans and/or specifications designate the products of a particular manufacturer, the product specified has been found suitable for the intended use. Articles or products of similar characteristics may be offered for the approval of the Engineer, whose decision shall be final. Copies of complete descriptive data shall be furnished regarding all materials furnished by the Contractor, consisting of Dimension drawings, catalog references, product data, cost, and other information necessary to clearly identify and evaluate each article.

B. When substitutions are permitted, the Contractor shall make all necessary changes in adjacent, connected, or other structures and equipment at his expense. the Contractor shall make all necessary changes in adjacent or connected structures and equipment at his expense. Where contemplated changes, substitutions or appurtenant work require engineering design, in the opinion of the Engineer, the Contractor shall have such design services performed at his expense. Said engineering design services shall be of an extent satisfactory to the Engineer whose word shall be final and shall

be performed by a Registered Professional Engineer licensed to practice in the State of Florida.

C. Where there is a deviation from the Specifications, the Contractor shall note it and state the reasons why a deviation is required.

D. Where engineer-recommended changes, substitutions or appurtenant work require engineering design, the Contractor shall have such design services performed. Those engineering design services shall be of an extent satisfactory to the Engineer, whose decision shall be final.

E. The approval of Pre-Approved product sheets, shop drawings and data will be general and shall mean that upon examination of the drawings, no variations from the approved project drawings and project requirements have been discovered, and approval will not relieve the Contractor of his responsibilities as defined above. The City's review will not constitute an approval of dimensions, quantities and details of the material, equipment or item shown.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01380 CONSTRUCTION PHOTOGRAPHS AND VIDEO PHOTOGRAPHY

PART 1 – GENERAL

1.0.1 DESCRIPTION OF WORK

A. This section specifies the taking and submission of construction photographs and audio-video photography.

B. Prior to the delivery of any equipment, materials or supplies to the site of any work, or to the beginning of any of the construction work, the Contractor shall provide pre-construction photography as specified herein for the purpose of establishing the surface conditions existing in all of the areas to be affected by the construction of the Project.

C. Pre-Construction Photographs: The Contractor shall video/photograph the entire project site during normal working hours including all concrete and asphalt pavements, curb and gutter, fencing, landscaping to remain, structures to be demolished, and existing structures that are to be modified. All videos and photographs shall be date and time stamped and a digital copy submitted on a flash drive/memory stick or media acceptable to the City prior to beginning construction activities. The video/photographs shall clearly identify existing site and structural conditions.

D. Ground photography shall consist of photographs and color video taping of surface features taken along the entire length of the Project and including all work, intersecting roadways and properties that will be impacted by the water service conversions.

E. The purpose of the color audio-video taping of the project is to provide the necessary information for restoration of surface features after completion of the Project. The Contractor shall be responsible for repairing any damage or defect not documented as existing prior to construction.

1.0.2 QUALITY ASSURANCE

A. Photographs shall be clean, sharp and clearly show details. Out-of-focus photographs will not be acceptable.

B. Digital photographs which are poorly lit or lack definition will not be acceptable

1.0.3 SUBMITTALS

A. Submit one (1) final digital file of each construction photograph and one (1) flash drive/memory stick or acceptable media with the video as follows:

1. Within fourteen (14) days of receiving Notice to Proceed

2. Number photographs in sequence beginning with the numeral one

PART 2 – PRODUCTS

2.0.1 SIZE AND QUALITY

A. Digital pictures and videos shall be compatible with City's software, color, 3½-inches by 5-inches.

B. Digital pictures and videos shall be compatible with City's software.

2.0.2 IDENTIFICATION

A. Each photograph shall be stamped with the following information stamped or typed on the back of the print:

CITY OF OPA-LOCKA WORKS DEPARTMENT
Contract No. _____
CONTRACTOR: _____
Photograph No. _____ Date: _____ Time: _____
Description: _____
_____
_____

2.0.3 QUANTITY

A. A minimum of twelve (12) photographs shall be taken prior to construction and twelve more each month until completion of the Work.

B. In the instance of a pipeline installation, take a minimum of one photograph each 200 feet or fraction thereof along the entire route of the main initially. During construction a minimum of one photograph every two hundred feet or fraction thereof of that portion of the main constructed during the month until completion.

C. The number of photographs required shall be at the sole discretion of the Engineer whose decision shall be final.

D. An increase in the number of photographs above the minimums shall not be cause for an increase in cost and no extra compensation will be allowed.

2.0.4 VIDEO PHOTOGRAPHY

A. Color audio-video shall be submitted on a flash drive/memory stick or acceptable media.

PART 3 – EXECUTION

3.0.1 INITIAL AND CONSTRUCTION PHOTOGRAPHY

A. Take pre-construction photographs of the entire site or route of the main after receiving the Notice to Proceed and prior to disturbing the site in any manner. Coordinate with the Engineer as to the vantage points and number of photographs required in Paragraph 2.0.3.

B. Photography During Construction: Coordinate with the Engineer as to the actual number and location of views to be photographed and the day and time of photographing.

C. Photographic equipment utilized shall be of sufficient quality to produce pictures capable of being enlarged without loss of definition or sharpness.

3.0.2 PHOTOGRAPHY DURING CONSTRUCTION

a. Coordinate with the Engineer as to the actual number and location of views to be photographed and the day and time of photographing.

3.0.3 VIDEO PHOTOGRAPHY

A. Coverage of Taping: Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, streets, signs, landscaping, trees, catch basins, fences, visible utilities and all buildings located within the work zone of the Project. Of particular concern are any existing faults, fractures, defects or other features. Audio description shall be made simultaneously with and support the video coverage.

B. Streets: shall be recorded by audio-video tape for the full width of the right-of-way, except where specifically noted otherwise by the Engineer.

C. Front, Side and Rear Yard Areas: shall be recorded by audio-video tape of properties impacted by the water service conversions.

3.0.4 LOCATION INFORMATION

A. All flash drives/memory sticks or other acceptable media shall be properly identified by number, location and project name in a manner acceptable to the Engineer.

B. A record of the contents of each flash drive/memory stick or acceptable media shall be supplied on a run sheet identifying each segment in the tape by location, i.e., street viewing side, traveling direction, engineering stationing, and all referenced by tape counter numbers.

C. All video recordings shall begin with the date and time of recording, the project name, the sheet numbers of engineering stationing as shown on the plans, the name of the street, area or building being taped, the direction of travel and the viewing side. Houses and buildings shall be identified visually by house or building address, when possible, in such manner that the progress of the taping and the proposed system may be located by reference to the houses and buildings.

3.0.5 SITE RECORDING CONDITIONS

A. All audio-video taping shall be done during times of good visibility. No outside taping shall be done during periods of visible precipitation or when the ground area is covered with leaves or debris, unless otherwise authorized by the Engineer.

B. In order to produce the proper detail and perspective, adequate auxiliary lighting will be required to fill in shadow areas caused by trees, utility poles, road signs and other such objects, as well as other conditions requiring artificial illumination.

C. The average rate of speed in the general direction of travel of the conveyance used during taping shall not exceed 60 feet per minute. Planning rates and zoom-out rates shall be controlled sufficiently so that playback will produce adequate clarity of the object being viewed.

END OF SECTION

01400 QUALITY CONTROL

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. The intent of this section is to emphasize the City interest in quality products being designed and installed within the time and cost considerations of the project. The Contractor shall have primary responsibility for providing Quality Control (QC) for project during both design and construction phases. Quality Control includes, but is not limited to, such functions as:

1. Assuring only latest revisions of design and other documents used for construction (e.g., Shop Drawings, catalog cuts, schedules) are being used by project staff.

2. Inspection of materials and equipment delivered to the site.

3. Inspection and maintenance of materials and equipment in storage.

4. In progress and Final Inspection of the constructed product.

5. Manufacturer's Certification of Installation for service intended.

6. Reporting on work in progress daily.

B. The Contractor shall have a QC System and sufficient QC staff, in place in the design team office and on the jobsite always that work is underway.

C. The Contractor is responsible for controlling the quality of the work, including that portion of the work performed by Engineer of Record, the Cogeneration system manufacturer and on-site Subcontractors. The Contractor is also responsible for assuring that suppliers and manufacturers providing materials and products to be incorporated into the work satisfy the specified quality, provide required documentation, and provide those services as specified within the technical portions of the specifications.

D. The Contractor shall develop and submit a Quality Control Plan which identifies the reporting structure of the QC organization, defines the procedures to be implemented by the Contractor to assure the specified quality is achieved, and details the daily reporting protocol. Within 20 calendar days of the Notice to Proceed (NTP), the Contractor shall submit their proposed Quality Control Plan. The Engineer will schedule a review meeting of the outline within one week of receipt of the plan outline. Final submission of the quality control plan shall be made no later than 10 calendar days following the review meeting.

E. The Contractor and Engineer will coordinate materials testing for cast-in-place concrete, earthwork, and paving.

1.0.2. MATERIALS AND EQUIPMENT

A. The Contractor shall maintain control over procurement sources to ensure that materials and equipment conform to specified requirements.

B. The Contractor shall comply with manufacturer's instructions regarding all facets of materials and/or equipment movement, storage, installation, testing, startup, and operation.

C. The Contractor shall prepare, complete, and maintain all equipment, pipe, and testing logs that document the dates and disposition of each specific test conducted. The logs will be comprised of a summary sheet that is corroborated by individual test report forms that document the specific tests. The individual test report form will be provided by the Engineer.

1.0.3. MANUFACTURER'S TECHNICAL REPRESENTATIVE

A. When specified in the technical specification sections, the Contractor shall arrange for and provide technical representation directly from the manufacturers of respective equipment items or components.

B. If, in the opinion of the Engineer, the Manufacturer's Representative fails to satisfy the terms of this Specification section, the Engineer may direct the Contractor to replace the Representative with a different representative, and those hours expended by the disapproved representative will not be counted against the service hours specified for the system/unit/component.

PART 2 – PRODUCTS

2.0.1. QUALITY CONTROL PLAN

A. The Quality Control Plan shall be a formal document prepared under the direction of the Contractor. The Plan will be the basis by which the Engineer will monitor the QC effort associated with executing the work.

B. The Plan shall address the Quality Control Organization and the roles each member of the organization plays in satisfying the quality requirements of the work.

C. Included within the plan will be basic guidelines associated with the checking and monitoring of work as it progresses and how the guidelines will be used by Contractor's supervisors and representatives to provide the required quality.

D. The process for notification of quality concerns shall be included in the Plan.

2.0.2. REPORTS

A. Monthly Quality Control Summary that addresses the following:

1. Certification by Contractor that all work not specifically cited by a Non-Conformance Report satisfies the requirements of the Contract Documents.

2. Summary table identifying all non-conformance notices and their respective current status.

B. Certificate of Proper Installation shall address installation of equipment items.

PART 3 – EXECUTION

3.0.1. QUALITY CONTROL

A. Quality control is the responsibility of the Contractor, and the Contractor shall maintain control over construction and installation processes to assure compliance with specified requirements.

B. Means and methods of construction and installation processes are the responsibility of the Contractor, and at no time is it the intent of the Engineer to supersede or void that responsibility. In the event there is a degree of uncertainty that the process observed or planned will accomplish the required quality, the Engineer will refer to the Quality Control Plan and initiate discussion with the person primarily responsible for the process or installation in question.

C. Prepare and submit weekly Quality Control activity reports to the Engineer.

D. Monthly Quality Control Summaries are to be prepared and submitted to the Engineer with the Contractor's Partial Payment request for the respective period.

END OF SECTION

01510 TEMPORARY UTILITIES

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. Provide temporary facilities required, which may include, but not limited to, the following:

1. Contractor's field office, telephone and storage sheds.

2. Temporary water service.

3. Temporary sanitary service.

4. Temporary electrical service.

B. For additional requirements on Temporary Facilities refer to Section 01100 “Special Project Requirements”.

C. Requirements of Regulatory Agencies:

1. Obtain and pay for permits as required by governing authorities.

2. Comply with federal, state and local codes and regulations.

1.0.2. TEMPORARY ELECTRICITY

A. The City will not furnish electric power for this project. All electrical driven equipment, including electrical welders, shall be served by the temporary electrical service to be provided by the Contractor.

B. The Contractor shall supply extension cords, ground fault circuit interrupters, and safety equipment necessary to protect his workmen and plant personnel.

C. The Contractor shall obtain a power source for temporary electricity from electrical generators or other approved means. Furnish, install and maintain temporary electric power service for construction needs throughout construction site as necessary.

1. Power centers for miscellaneous tools and equipment used in construction work.

2. Power for construction equipment.

3. Power for testing and checking equipment.

4. Power for welding units and for other equipment having special power requirements.

D. Capacity:

1. Adequate electrical service distribution for construction use by all trades and Field Offices during construction period.

2. Notify FPL if unusually heavy loads, such as welding, pumps, high service temporary pump, and other special power requirements, will be connected.

E. Maintain strict supervision of use of temporary services.

1. Enforce conformance with applicable standards.

2. Enforce safe practices.

3. Prevent abuse of services.

1.0.3. TEMPORARY SANITARY FACILITIES

A. Furnish, install and maintain temporary sanitary facilities for use throughout construction period.

1. Enclosed toilet facilities for construction personnel.

2. General employee washing facilities.

B. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of Contractor's employees. Toilets at construction sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction.

C. Minimum number of fixtures:

1. Toilets and Urinals:

For less than 20 employees: 1 toilet.
For 20 or more employees: 1 toilet and 1 urinal per 40 workers.

2. Washing Facilities: Adequate for number of employees, for type of work requiring washing facilities.

D. Maintain strict supervision of use of facilities:

1. Enforce conformance with applicable standards.

2. Maintain service and clean facilities.

3. Enforce proper use of sanitary facilities.

E. Cost of Installation and Operation:

1. Pay costs of temporary sanitary facilities, including costs of installation, maintenance and removal.

2. Costs of Water: As specified in Temporary Water.

3. Pay service charges for use of portable units.

F. Facility Locations:

1. Within the project site.

2. At Field Offices

3. Toilet and washing facilities:

Secluded from public observation.
Convenient for use of personnel in relation to work stations.

4. Obtain acceptance of the Engineer for all locations.

G. Enclosure for Toilet Facilities:

1. Weatherproof, sight proof, sturdy temporary enclosures.

2. Insect proof screening, adequate natural ventilation.

H. Sewer Connection: The Contractor shall coordinate with the City's Public Works Department for obtaining sewer connection and shall pay permit and sewer usage charges.

PART 2 – PRODUCTS

2.0.1. MATERIALS

A. General: Materials may be new or used, but must be adequate for purpose required, must be sanitary and must not violate requirements of applicable codes. Materials in contact with potable water must be AWWA/NSF 61 listed.

2.0.2. ELECTRICITY

A. Provide required facilities, including transformers, conductors, poles, conduits, raceways, breakers, fuses and switches.

B. Provide appropriate enclosures for environment in which used, in compliance with NEMA standards.

2.0.3. DRINKING WATER FACILITIES

A. Portable Containers

1. Tightly closed and equipped with dispensing tap.

2. Clearly label contents.

3. Do not use for other purposes.

4. Provide single service disposable cups, with sanitary container for unused cups, and receptacles for used cups.

2.0.4. SANITARY FACILITIES

A. Toilet Facilities:

1. Portable toilets; either:

a. Chemical toilets.

b. Reticulating toilets.

c. Combustion toilets.

2. Toilet Tissue: Provide at each toilet, on suitable dispenser.

PART 3 – EXECUTION

3.0.1. GENERAL

A. Obtain Engineer's approval of planned installations.

B. Install work in a neat and orderly manner.

C. Make structurally sound throughout.

D. Maintain to provide continuous service.

E. Modify and extend service as work progress requires.

3.0.2. TEMPORARY WATER

A. Locate piping and outlets.

1. Provide service convenient to work stations.

B. Avoid interference with:

1. Traffic and work areas.

2. Materials handling equipment.

3. Storage areas.

C. Do not run piping on floor or on ground.

D. When necessary to maintain pressure, provide temporary pumps, tanks and compressors.

3.0.3. TEMPORARY ELECTRICITY

A. Service and distribution may be overhead or underground.

B. Locate to avoid interference with:

1. Traffic and work areas.

2. Cranes.

3. Material handling equipment.

4. Storage areas.

C. Do not run branch circuits on floor or on ground.

D. Wire all safety devices required for operation of equipment.

E. Check operation of safety devices.

3.0.4. TEMPORARY SANITARY FACILITIES

A. Portable Toilets:

1. Erect securely and anchor to prevent dislocation.

2. Service as often as necessary to prevent accumulation of wastes and creation of unsanitary conditions.

B. Washing Facilities: Provide faucet

3.0.5. REMOVAL

A. Completely remove temporary materials and equipment upon completion of construction.

B. Clean and repair damage caused by installation and restore to specified or original condition.

END OF SECTION

01530 PROTECTION OF EXISTING FACILITIES

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. The Contractor shall exercise extreme care and protect all existing structures and utilities, when working in proximity so as not to disturb the structures. Repair or replacement of any property and/or structures damaged during the construction of this project shall be the sole responsibility of the Contractor. Costs involved in the replacement or repair will not be reimbursed by the City. The Contractor shall be responsible for coordinating his work with the work to be done by FPL or their Contractor.

B. Protection of Property Remaining in Place:

1. Property obstructions which are to remain in place, such as buildings, poles, walls, posts, bridges, etc., are to be carefully protected from damage and are not to be displaced. Any damage to such obstructions noted to remain in place shall be repaired by the Contractor at no additional cost to the City or Owner.

2. Should structures be encountered which interfere with the work, the City or designee shall be consulted immediately in order for a decision to be made on the relocation of the work so it will clear the obstruction, if the obstruction cannot be relocated.

C. The underground utilities, structures and other facilities shown on the plans are located according to the best information available but may vary by several feet from both the position and elevation shown. The Contractor shall explore far enough in advance of his main trench to determine the exact location and condition of such utilities, structures or facilities so that, before the pipe is installed, the Engineer may change the line or grade of the pipe, should that become necessary to avoid a conflict.

1.0.2. GENERAL CONSIDERATIONS

A. All cost for changing the grade of the proposed main downward two feet-six inches or less in order to clear obstructions located differently than shown on the plans, or to clear obstructions not shown on the plans but the location of which could have become known or should have become known by proper observation of field conditions or the proper exploratory procedure, shall be included in the prices bid under the various items of the Proposal and no additional compensation will be allowed.

B. Additional cost, if any, for changing the grade of the proposed main downward more than two feet-six inches, for the same reasons, will be paid for as "Extra Work" in accordance with "Extra Work and Payment Therefore" of the Special Conditions.

C. Changing the grade of the proposed main by rising deflections, or the alignment by horizontal deflections, will not be considered as extra work, or extra cost, to the Contractor, and in some cases a credit to the City may be warranted.

D. Where the Quotation contains Items for installing main in specific depth ranges, the main shall be paid for at the actual depth range installed. However, the provisions of paragraphs one and two of this Section shall apply and any depth increase caused by a lack of timely and sufficient exploration by the Contractor shall be at his expense. In such instance, the main shall be paid for as if installed at the invert elevations originally shown on the Plans.

E. In all cases where the main is deflected either horizontally or vertically, and the Engineer requires additional work and items such as paving, air release valve assemblies, and similar items for which a pay item was established in the Proposal, then such additional work and items will be paid for at the prices bid.

F. The Contractor shall determine the locations of recent additions to the systems not shown on the plans. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities. The location of all overhead utilities shall be verified, and the Engineer notified of any conflict which might occur. The Contractor shall be responsible for determining which poles will need shoring during excavation and shall provide such shoring and support as is required.

G. Where it is necessary to temporarily interrupt house or building services, the Contractor shall notify the house or building owner or occupant, both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the Contractor shall obtain permission from the Owner, or shall make suitable arrangements for their disconnection by the Owner. The Contractor shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the work has progressed past the point involved.

H. Various drainage culverts and drainage ditches may be encountered along the route of the work. Any culverts which are disturbed, damaged or removed shall be repaired, restored or reinstalled. The Contractor shall document any existing damage to the drainage systems, or if it needs cleaning, prior to doing any work in the vicinity, so he will not be held responsible. Drainage ditches shall be restored to the original cross sections existing prior to construction of this work. Ditches shall be left clean and free of all excavated materials or other materials deposited in them as a result of this construction. All existing headwalls, removed or damaged as a result of this construction, shall be restored as directed by the Engineer, and the work shall be considered an incidental item and the cost included in the other items of the quotation.

I. All existing drainage structures and piping shall be considered clean at the start of construction. The Contractor shall check to verify that this is so. The Contractor

should notify the governing agency of any damaged or dirty structures or piping to avoid repair or cleaning at his expense. Copies of such notices shall be sent to the Engineer.

1.0.3. RELOCATION OF EXISTING UTILITIES

A. The relocation of existing utilities, as noted on the plans, or for the convenience of the Contractor shall be the responsibility of the Contractor. This work shall be completed by either the forces of the existing utility or the Contractor's forces at the discretion of the responsible utility. If the work is to be performed by the Contractor, all work shall be done in accordance with the utility company's requirements. Under no circumstances shall the Contractor be authorized extra payment for this work, and all cost for the relocation shall be the responsibility of the Contractor.

B. The Contractor shall also be responsible for the coordination of all existing utility relocations with the appropriate utilities. Where temporary supports or protective encasements are required during the construction, the Contractor shall be responsible for this work at no additional cost.

C. Any conflicts between the field investigation and the information shown on the plans shall be brought to the immediate attention of the Engineer. There shall be no additional payment for adjustments in grades or location resulting from locations of existing utilities.

D. Various storm sewer lines and inlets and slab-covered drainage ditches that conflict with the proposed construction may require adjustment, relocation or removal and reinstallation. This work shall be performed as directed by the Engineer, and the work shall be considered an incidental item and the cost included in the items listed in the quotation.

E. Representatives of utility companies, the railroad companies, the traffic and transportation authorities, etc., shall be notified in accordance with the provisions set forth in the relevant sections of the Specifications and the permitting documents.

F. Notify all utility companies that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose and provide temporary support for all existing underground utilities and utility poles where necessary.

G. Absolutely no extra compensation will be allowed for construction problems created by utility poles of whatever size, overhead electric, telephone or other lines, whether shown on the Plans or not. The Contractor is solely responsible for discovering such items in the field prior to bidding and including all costs for such work in the prices bid.

1.0.4. PROTECTION OF UTILITIES TO REMAIN IN PLACE

A. The work area may have existing utilities, such as, but not limited to irrigation, phone, electrical, water, sewer, storm sewer, and gas lines. It shall be the responsibility of the Contractor to verify the location of all such utilities, structures, etc. by hand excavation or other appropriate measures before performing any work that could result in damage or injury to persons, utilities, structures, or property. The Contractor shall make a thorough search of the site for utilities before work is commenced in any particular location. The Contractor shall take special consideration to protect the existing water main, force main and power line along the project location to avoid service disruptions.

B. During construction, the Contractor shall protect the existing and proposed water main and force main using steel plates, as indicated in the drawings, until site work is completed and final grade is achieved. The Contractor shall be responsible for the repair of any damages caused to these pipes during construction at no additional costs to the City.

C. The Contractor shall take immediate steps to repair, replace, or restore all services to any utilities or other facilities which are disrupted at the fault of the Contractor. Further, the Contractor shall engage any additional outside repairs on a continuous “around the clock” basis until services are restored. The Contractor shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in the repairs and restoring of disrupted service resulting from negligence on the part of the Contractor shall be borne by the Contractor and shall be fully responsible for any and all claims resulting from the damage.

D. Should utilities be encountered which interfere with the work, the City or designee shall be consulted immediately in order for a decision to be made on the relocation of the work so it will clear the obstruction, if the obstruction cannot be relocated.

E. Prior to the start of construction, the contractor shall comply with F.S. 553.851 for the protection of underground gas lines.

F. When power poles are adjacent to any proposed utility, the Contractor shall provide proper shoring or other suitable support during construction. The shoring and support methods shall be approved by the utility company engineering department. The cost of shoring will be included in the overall project cost.

G. The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the written permission of the City. Requests for

disconnection must be in writing and received by the City at least 72 hours prior to the time of the requested interruption.

1.0.5. PROTECTION OF TREES REMAINING IN PLACE

A. Construction can potentially damage the existing trees confined within the construction zone. Besides their aesthetic value, some trees are valuable and may be environmentally protected. Mangroves and mangrove associated species (as defined by Miami-Dade County Code of Ordinances) are the jurisdiction of Miami-Dade County and would fall under the Miami-Dade County Code of Ordinances, Chapter 24, Division II.

B. Trees can be an important part of the ecological environment of the surrounding area. Measures should be in place to protect trees whenever necessary, including conservation of the canopy.

C. Where directed by the City, desirable trees within the roadway area shall be trimmed, protected, and left standing. Branches of trees extending over the area occupied by the roadway shall be trimmed as directed, to give clear height of 14 feet over vehicular areas and 8 feet over pedestrian areas.

D. When pruning cuts or root pruning to existing trees is shown in the Plans, work is to be supervised on site by an International Society of Arboriculture (ISA) or American Society of Consulting Arborists (ASCA) Certified Arborist and performed in accordance with American National Standards Institute (ANSI).

E. All trees found within a FDOT designated road shall comply with the appropriate FDOT index for tree protection barriers. All other tree protection shall be in accordance with the

F. For all areas both inside and outside the earthwork area, the Contractor shall not deface, injury, or destroy trees, nor remove or cut them without prior approval via a tree removal permit from the City of Opa-Locka Any accidental damage to a tree shall immediately be reported to the City of Opa-Locka for evaluation for public safety and possible new and additional permit requirements/work. An after-the-fact tree removal permit may be required.

G. The Contractor shall understand all ANSI tree care standards prior to the start of earthwork. All necessary permitted above and below ground tree work shall follow the appropriate ANSI standards for tree care.

H. Tree relocation, when required, shall be in accordance with CITY CODE

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01540 DEMOLITION AND REMOVAL OF EXISTING STRUCTURES AND EQUIPMENT

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. The Contractor shall furnish all material, labor, tools, equipment, plant, appliances and services necessary to complete all demolition, modification and relocation work required in the drawings and specified herein. Examine the various drawings, visit the site and determine the extent of work affected therein and all conditions under which he is required to perform the various operations.

B. The Work specifically covered under this Section consists of the removal and disposal of existing structure, appurtenances, concrete pavement, concrete sidewalk, slope pavement, ditch pavement, curb and curb and gutter. The items to be removed shall be: (1) those items shown in the Plans to be removed; (2) those found within the limits of the area to be cleared and grubbed and directed by the City or designee to be removed; (3) those items which it is necessary to remove in order to construct new structures, utilities, and other appurtenances or obstructions which may be designated in the plans.

C. Demolition shall be constructed in such a way as to leave no obstructions to any proposed new structures or to any waterways. Pilings shall be pulled or shall be cut off or broken off at least 2 feet below the finish grade line. (In the event that the Plans indicate channel excavation to be done by others, the finish ground line shall be considered as the limits of such excavation.) For material which are to remain the property of the City or are to be salvaged for utilization in temporary structures, the removal shall be in such way as to avoid damage to such materials, and all bolts, nails, etc., shall be entirely removed from timbers to be so salvaged; also such salvaged structural steel members shall be marked for identification, as directed. Retaining walls and drainage structures are specifically not included in the Work covered under this Section.

1.0.2. GENERAL CONSIDERATIONS

A. Demolition, modification, removal and relocation work shall be coordinated with the City, shall be performed in an agreed upon sequence to minimize down time at the site.

B. Promptly remove all demolished materials and debris from the site. No demolished materials shall be kept at the plant site for more than 24 hours.

C. Demolition shall result in the complete removal and disposal of existing structures and appurtenances from the site as indicated on drawings and the cleanup after completion of the demolition work.

D. The cutting and removal of existing work necessary for modifications and installation of new work shall be made with a minimum of damage to the work that is to remain. Any damage done to existing facilities which are to remain shall be repaired at the Contractor's expense to the satisfaction of the City.

E. Surfaces of seals visible in the completed work shall be made to match as nearly as possible the adjacent surfaces.

F. Non-shrink grout shall be used for setting wall casting, sleeves, leveling pump bases, doweling anchors into existing concrete and elsewhere as required.

G. Follow other specific instructions for the modification work given in other sections of these specifications and/or as shown on the drawings.

H. Verify exact location, material, alignment, joint, etc. of existing piping and structure prior to making the modifications and connections called out in the drawings. The verifications shall be performed with adequate time to correct any potential alignment or other problems prior to the actual time of connection.

I. Dismantle and remove all existing equipment, piping and other appurtenances required for the completion of the work. Where called for or required, cut existing pipeline for the purpose of making connections thereto. Anchor bolts for equipment and structural steel removal shall be cut off one inch below the concrete surface. Surface shall be properly repaired and finished.

J. Where necessary or required for the purpose of making connections, cut existing pipelines in a manner to provide an approved joint. Where required, weld beads, flanges or provide the specified couplings, all as required.

K. Site shall be left in a clean condition satisfactory to the Engineer, free from demolished materials, rubbish or debris. Site shall be graded to meet adjacent contours and provide flow for surface drainage.

L. Restore items intended to remain that have been damaged by demolition work.

M. Items intended to remain that have been damaged by demolition work shall be restored to original or better condition.

N. All interrupted utility services shall be returned to service, and temporary services disconnected, unless otherwise specified.

PART 2 – PRODUCTS

2.0.1. STRUCTURES TO BE REMOVED

A. The work specifically covered under this Section consists of the removal and disposal of the material from existing structures.

B. The structures to be removed shall be:

1. Those structures, or portions of structures, shown in the plans to be removed.

2. Those found within the limits of the area to be cleared and grubbed, and directed by the Engineer to be removed.

3. Those structures, or portions of structures, which it is necessary to remove in order to construct new structures, utilities and other appurtenances or obstructions which may be designated in the plans.

PART 3 – EXECUTION

3.0.1. METHOD OF REMOVAL

A. The structures shall be removed in such a way as to leave no obstructions to any proposed new structures or to any waterways.

B. For material which are to remain the property of the City or are to be salvaged for utilization in temporary structures, the removal shall be in such way as to avoid damage to such materials, and all bolts, nails, etc., shall be entirely removed from timbers to be so salvaged; also such salvaged structural steel members shall be marked for identification, as directed.

3.0.2. REMOVAL OF EXISTING PAVEMENT

A. The work specified in this Section consists of removing and disposing of existing concrete pavement, concrete sidewalk, slope pavement, ditch pavement, curb and curb and gutter, where shown in the plans or directed by the Engineer to be removed or where required to be removed because of the construction operations.

B. Retaining walls and drainage structures are specifically not included in the work covered under this Division.

END OF SECTION

01550 SITE ACCESS AND STORAGE

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. The culvert replacement work is to be performed along Sesame Street, between the intersections with Atlantic Avenue and NW 135th Street, Opa-Locka, Florida 33054. The project's owner is the City of Opa-Locka.

1.0.2. EXISTING UTILITIES

A. Protection of, and relocation of existing utilities, structures and other facilities shall be in accordance with Specification *"01530 - Protection of Existing Facilities".*

B. The relocation of existing utilities, as noted on the plans, or for the convenience of the Contractor, shall be the responsibility of the Contractor. This work shall be completed by either the forces of the existing utility or the Contractor's forces at the discretion of the responsible utility. If the work is to be performed by the Contractor, all work shall be done in accordance with the utility company's requirements. The Contractor shall also be responsible for the coordination of all existing utility relocations with the appropriate utilities. Where temporary supports or protective encasements are required during the construction, the Contractor shall be responsible for this work at no additional cost. Under no circumstances shall the Contractor be authorized extra payment for this work, and all cost for the relocation shall be the responsibility of the Contractor.

C. Any conflicts between the field investigation and the information shown on the plans shall be brought to the immediate attention of the Engineer.

1.0.3. SITE ACCESS AND STORAGE

A. The City reserves the right to enter upon, and to use, any and all portions of the work performed hereunder (or under its other Contracts), whether completed or not, as may be required.

B. Highway Limitations: The Contractor shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the work. It shall be the Contractor's responsibility to construct and maintain any haul roads required for its construction operations.

C. Temporary Crossings: Continuous, unobstructed, safe, and adequate pedestrian and vehicular access shall be provided to fire hydrants, parking lots, Vehicular access to all production facilities shall be maintained except when necessary construction precludes such access for reasonable periods of time.

D. Street Use: Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alleyway, or parking area during the performance of the work hereunder and it shall conduct its operations to not interfere unnecessarily with the City or any other authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed plant operations without first obtaining permission of the Engineer and the City. Where excavation is being performed in any streets, one lane shall always be kept open to traffic, unless otherwise indicated. Toe boards shall be provided to retain excavated material if required by the Engineer or the City. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment. Temporary provisions shall be made by the Contractor to assure the use of sidewalks and the proper functioning of gutters, storm drain inlets, and other drainage facilities.

E. Additional Facilities: Access to other facilities within the project site shall be allowed by the Contractor for City's staff conduct their operation and maintenance activities. Continuous, unobstructed, safe and adequate pedestrian and vehicular for the City's staff to access facilities within the project site such as the electrical building, emergency generator, water tanks and Pump Station 23 is required.

1.0.4. CONTRACTOR WORK AND STORAGE AREA

A. The Contractor may utilize private warehouse and/or office space as a storage area and/or construction field offices.

B. The Contractor shall submit to the Engineer for approval, a proposed plan and layout for all field offices, temporary facilities, and parking both for on the project site and on any additional lands obtained by the Contractor for its use during construction of the project. Prior to commencing any preparation remove, relocate and protect where necessary all existing underground and above ground facilities, pipelines, sprinkler systems, sod and all other existing installations. All these installations shall be restored to their initial conditions.

C. The Contractor shall construct and use a separate storage area for hazardous materials used in constructing the work.

1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, Flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints

and paint thinners, 2 part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.

2. Hazardous materials shall be stored in groupings according to the Material Safety Data Sheets.

3. Contractor shall develop and submit to the Engineer a plan for storing and disposing of the materials above.

4. Contractor shall obtain and submit to the Engineer a single EPA number for wastes generated at the site.

5. The separate storage area shall meet the requirements of authorities having jurisdiction over the storage of hazardous materials.

6. Hazardous materials that are delivered in containers shall be stored in the original containers until use. Hazardous materials delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.

1.0.5. PARKING

A. The Contractor shall be responsible for making its own arrangements for parking of its direct employees, Subcontractors, vendors, etc. as may be necessary either on site or offsite.

B. Traffic and parking areas shall be maintained in good conditions, free of excavated material, construction equipment, mud, and construction materials. The Contractor shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01560 TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. For any work conducted in a contaminated area within the project boundaries where hazardous materials or hydrocarbons have been encountered, were previously known to exist, or is suspected by the Contractor or the City Inspector, the Contractor must comply with all applicable requirements of OSHA, EPA, FDEP, Miami-Dade County Regulatory and the City.

B. All work defined by this Division, including work less than one (1) acre in size, that has the potential to impact the City's Municipal Separate Storm Water System (MS4), and/or adjacent properties, is required to employ sediment and erosion control measures that are in accordance with Florida Storm Water Erosion and Sedimentation Control Inspector's Manual, latest revision, and in accordance with Miami-Dade County Department of Environmental Resources Management.

C. All construction activity that results in the disturbance of equal to or greater than one (1) acre is required to obtain coverage under the Florida Department of Environmental Protection's Generic Permit for Storm Water Discharge from Large and Small Construction Activities (CGP).

1.0.2. SPECIALIZED CONSTRUCTION AREA

A. Specialized construction areas are defined as areas where contaminants are discovered and require construction by personnel qualified by training and equipped with personal protective equipment for such work.

B. Work in specialized construction areas shall be carried out by personnel qualified by training and equipped for such activities. These personnel shall be either Subcontractors with licensing and certification as specialists in this type of construction or the Contractor's own personnel who have taken and been certified as having passed the required training course(s). Licensing and certifications shall be submitted to the City for verification and shall in all cases be satisfactory to both, the City and other authorities with jurisdiction.

1.0.3. DUST ABATEMENT

A. All permittees, contractors, owners, operators, or other persons involved in construction activities shall refer to applicable sections of Local, State, and Federal regulations on dust control for additional guidance, including but not limited to the Miami-Dade County Code of Ordinances.

B. All persons involved in construction activities shall take measures to control dust from operations and prevent spillage of excavated materials on public roads.

C. All persons involved in construction activities shall remove spillage of excavated materials, debris, and dust from public roads by methods approved by the City or designee.

D. All persons involved in construction activities shall provide temporary dust-proof partitions where required to protect unaltered portions of existing structures and facilities and as directed by the City or designee. Temporary partitions shall be provided where demolition work is required to protect equipment and material and shall consist of plastic sheeting (6 mil).

E. All persons involved in construction activities shall apply water at locations, quantities, and frequencies required by the City or designee to control dust for nuisance prevention to the City and properties in the vicinity of the site. The frequency of watering will be determined by weather conditions and the erodibility of the soil. If additives in the water are used to increase its dust suppression properties, the chemical should have no adverse environmental impact on adjacent water bodies.

F. The Contractor shall prevent its operation from producing dust in amounts damaging to property or causing a nuisance to persons occupying buildings in the vicinity of the project Site. The Contractor shall employ measures to prevent fugitive dust. The Contractor shall be responsible for any damage resulting from dust originating from its operations.

G. Storage Piles: Enclose, cover, water (as needed), or apply non-toxic soil binders according to manufacturer's specifications on material piles (i.e. gravel, sand, dirt) with a silt content of 5 percent or greater.

H. Active Areas of Site: Water active construction areas and unpaved roads as needed and as requested by Engineer to prevent the propagation of dust.

I. Inactive Areas of Site: Apply non-toxic soil stabilizers according to manufacturer's specifications to inactive construction areas, or water as needed to maintain adequate dust control.

J. Vehicle Loads: Cover or maintain at least 2-feet of freeboard vertical distance between the top of the load and the top of the trailer sides on trucks hauling dirt, sand, soil, or other loose materials off of the site.

K. Roads: When there is visible track-out onto a paved public road, install wheel washers where the vehicles exit and enter onto the paved roads and wash the undercarriage of trucks and any equipment leaving the site on each trip. Sweep the paved street at

the end of each shift with a water spray pick-up broom-type street sweeper as necessary or as directed.

L. Vehicle Speeds: Maintain vehicle speeds to 10 mph or less.

M. Additional dust control BMPs include but are not limited to the following.

1. Prevention of dust generation is preferable to applying dust suppression measures. Ensure in the project schedule that the area of cleared land is minimized during the drier months of the year, when dust generation is at its greatest.

2. The soil shall be maintained in a sufficiently damp condition to prevent loose grains of soil from becoming dislodged. The soil shall be completely crusted over by application of water or completely covered with clean gravel or treated with an approved dust suppressant.

3. Ensure that smooth surfaces are deep ripped and left rough and cloddy to reduce the wind velocity at the soil surface.

4. Construct wind fences if appropriate for the site. As a contingency measure, in areas that do not have access to a water supply, water stored on-site should never be less than fifty percent of disturbed land surface. Wherever watering is used to suppress dust, ensure it does not create contaminated runoff that will contaminate surface waters.

5. Use barriers where required to prevent the migration of sawdust or particulates from sanding or surface preparation activities during construction.

1.0.4. SEDIMENTATION ABATEMENT

A. The Contractor shall be responsible for collecting, storing, hauling, and disposing of spoil, silt, and waste materials in compliance with applicable federal, state, and local rules and regulations and the Contract Documents.

B. Install and maintain erosion and sediment control measures, such as swales, grade stabilization structures, berms, dikes, waterways, filter fabric fences, and sediment basins.

C. Filter fabric barrier systems, if used, shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.

D. Remove and dispose of sediment deposits at the designated spoil area. If a spoil area is not indicated, dispose of sediment off-site at a location not in or adjacent to a stream

or floodplain. Sediment to be placed at the spoil area should be spread evenly, compacted, and stabilized. Sediment shall not be allowed to flush into a stream or drainage way.

E. Maintain erosion and sediment control measures until final acceptance or until requested by the Engineer to remove it.

1.0.5. RUBBISH CONTROL

A. During the progress of the work, the Contractor shall keep the site and other areas for which it is responsible in a neat and clean condition and free from any accumulation of rubbish. The Contractor shall dispose of rubbish and waste materials of any nature and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of rubbish and surplus materials shall be off the site in accordance with local codes and ordinances governing locations and methods of disposal and in conformance with applicable safety laws and the requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

B. It is important to maintain the construction site in a neat and satisfactory condition during the during construction and after construction has been completed. B. During construction, the Contractor shall regularly clean up all rubbish, surplus materials, and the adjacent areas affected. Unneeded construction equipment should be removed and all damages repaired so that the public and property owners will be inconvenienced as little as possible.

C. Any material or debris that has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes structures, or elsewhere during the course of the Contractor's operations must be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, pipes, structures, and work, etc., should, upon completion of the Work, be left in a clean and neat condition.

D. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the City or designee. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the City or designee, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.

E. Upon failure of the Contractor to perform periodic clean up and basic restoration of the site to the City or designee's satisfaction, the City or designee may, upon five (5) days prior written notice to the Contractor, employ such labor and equipment as it deems

necessary for the purpose, and all costs resulting there from shall be charged to the Contractor and deducted from amounts of money that it may be due.

F. On or before the completion of the Work, the Contractor shall tear down and remove all temporary buildings and structures; remove all temporary works, tools, and machinery or other construction equipment; remove, acceptably disinfect, and cover all organic matter and material containing organic matter in, under, and around houses and other buildings; remove all rubbish from any grounds which has been occupied; and leave roads and all parts of the premises and adjacent property affected by work operations in a neat and satisfactory condition.

G. Upon completion of the Work, the Contractor shall remove from the sites of the subsurface explorations all plant, machinery, tools, equipment, temporary work, and surplus materials; remove all rubbish from any grounds which has been occupied; and leave the roads and all parts of the premises and adjacent property affected by work operations in a neat and satisfactory condition.

H. The Contractor shall thoroughly clean all materials and equipment installed, and, upon completion of the Work, deliver it undamaged and in fresh and new-appearing condition. All mechanical equipment should be left fully charged with lubricant and ready for operation.

I. The Contractor shall restore or replace, when and as directed by the City or designee, any public or private property damaged by work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end, perform as required all necessary highway or driveway, walkway, and landscaping work. Suitable materials, equipment, and methods should be used for such restoration. The restoration of existing property or structures should be done as promptly as practicable as work progresses and should not be left until the end of the contract period.

1.0.6. SANITATION

A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.

B. Sanitary and Other Organic Wastes: The Contractor shall establish a regular daily collection of sanitary and organic wastes. Wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Engineer and in accordance with Laws and Regulations pertaining thereto.

1.0.7. CHEMICALS

A. Chemicals used on the work or furnished for facility operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

1.0.8. ADDITIONAL ENVIRONMENTAL CONSIDERATIONS – AFFECTED SOIL

A. Excavation of affected soil shall be accomplished as described in Section 02220 “Excavation – General".

B. Affected soil must be placed on an impermeable barrier when temporarily stockpiled. All stockpile leachate or runoff must be collected for disposal in accordance with applicable federal, state, and local regulations. Soils designated for removal and disposal shall be prepared for shipment, transported, and disposed of in accordance with the requirements of this Section.

C. Affected soils shall be processed at a state licensed facility. These soils shall be transported and disposed of in accordance with federal, state, and local regulations. The Owner shall be responsible for all soil analyses required for transportation and disposal.

D. The Owner shall be responsible for testing soil which has been incinerated to certify the treated soil meets applicable federal, state, and local regulations for final disposal.

E. Free Petroleum Product

1. Some free petroleum products which may be partly or entirely diesel fuel or gasoline may be encountered during excavation or removal of affected soil. The Contractor shall remove free petroleum product, if necessary, when a separate floating phase greater than 0.10-inch thick is present as required by health and safety considerations. The free petroleum product shall be removed by skimming, pumping to an oil/water separator, or other approved methods. The Contractor shall take reasonable precautions to ensure that solids are not entrained in the pumping process.

2. Free petroleum products shall be transported and disposed by the Owner in accordance with federal, state, and local regulations. The Owner is responsible for any laboratory analyses required for disposal of the free petroleum products.

F. Transport and Disposal

1. Transport Regulations: The Owner shall be responsible for the loading, labeling, placarding, marking, weighing, and transport of all waste materials in accordance with the Florida Department of Transportation Regulations, and U.S. Department of Transportation Regulations. The Owner shall use only transporters that are licensed and competent to haul these wastes.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01581 PROJECT SIGNS

PART 1 – GENERAL

1.0.1 SCOPE OF WORK

A. Project Signs

1. City's Responsibility: To supply, erect and remove signs.

2. Contractor Responsibility: To maintain signs and restore site.

PART 2 – PRODUCTS

2.0.1 PROJECT SIGNS

A. The City will supply signs for this Project. These signs will be produced, installed, and at the end of construction, removed by City's forces. During the construction period, the Contractor shall maintain the signs in good condition, satisfactory to the Engineer. Should the signs be defaced, damaged or destroyed, the Contractor shall be responsible for their repair or replacement to the satisfaction of the Engineer and no extra compensation will be allowed.

PART 3 – EXECUTION

3.0.1 MAINTENANCE

A. Maintain signs and supports and repair all damages to the satisfaction of the Engineer.

B. Restore site to original condition upon completion of Project.

END OF SECTION

01600 MATERIALS AND EQUIPMENT SHIPPING, HANDLING, STORAGE AND PROTECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. This shall include both the City and Contractor supplied material and equipment.

B. The Contractor is to inform all Subcontractors, suppliers, and manufactures of the requirements herein specified and shall include expenses for the following services in his costs for compliance with the requirements hereinafter specified.

1.0.2. PREPARATION FOR SHIPMENT

A. When practical, equipment shall be factory-assembled. The equipment parts and assemblies that are shipped unassembled shall be furnished with assembly plan and instructions. The separate parts and assemblies shall be factory matchmarked or tagged in a manner to facilitate assembly. All assemblies are to be made by the Contractor at no additional cost to the City.

B. Machined and unpainted parts subject to damage by the elements shall be protected with an application of a strippable protective coating, or other approved protective method.

C. Equipment shall be packaged or crated in a manner that will provide protection from damage during shipping, handling, and storage.

D. The outside of the package or crate shall be adequately marked or tagged to indicate its contents by name and equipment number, if applicable; approximate weight; state any special precautions for handling; and indicate the recommended requirements for storage prior to installation.

1.0.3. PACKING AND DELIVERY OF SPARE PARTS AND SPECIAL TOOLS

A. Properly mark to identify the associated equipment by name, equipment, and part number. Parts shall be packaged in a manner for protection against damage from the elements during shipping, handling, and storage. Ship in boxes that are marked to indicate the contents. Delivery of spare parts and special tools shall be made prior to the time associated equipment is scheduled for the initial test run.

1.0.4. SHIPMENT

A. All equipment and material shall be shipped with freight and shipping paid FOB jobsite.

B. The Contractor shall request a 7-day advance Notice of Shipment from manufacturers, and, upon receipt of such notice, provide the Engineer with a copy of the current

delivery information concerning equipment items and material items of critical importance to the project schedule.

C. Schedule delivery to reduce long term on-site storage prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Engineer.

D. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged or sensitive to deterioration.

1.0.5. RECEIVING

A. The Contractor shall unload and record the receipt of all equipment and materials at the jobsite.

B. All costs for receiving, inspection, handling, storage, insurance, inventory control, and equipment maintenance for both for both the Contractor-supplied and the City-supplied materials and equipment shall be included in the prices bid and no extra compensation will be allowed.

1.0.6. INSPECTION

A. Immediately upon receipt of equipment and materials at the jobsite, the Contractor shall inspect for completeness and any evidence of damage during shipment. Should there appear to be any shortage or damage, the Engineer shall be immediately notified; and the Contractor shall be fully responsible for informing the manufacturers and the transportation company of the extent of the shortage or damage. If the item or items require replacing or supplying missing parts, the Contractor shall take the necessary measures to expedite the replacement or supply of the missing parts.

1.0.7. HANDLING

A. Equipment and materials received for installation on this project shall be handled in accordance with the manufacturer's recommendations, and in a manner that will prevent damage.

B. Pipes shall always be handled with great care to avoid damage. In loading and unloading, they shall be lifted with cranes or hoists or slid or rolled on skidways in such a manner as to avoid shock. Under no circumstances shall this material be dropped or allowed to roll or slide against obstructions. No cables, lifting arms, hooks or other devices shall be inserted into the pipe or fitting. All lifting, pulling or pushing mechanisms shall be applied to the exterior of the pipe. Pipe and other material shall be distributed along the right-of-way in advance of installation only to the extent approved by the Engineer. Pipe shall be stored on blocking or timber. It shall not be stored on rocks, boulders, or other supports which in the opinion of the Engineer are unsuitable. Such materials shall be so placed as to keep obstruction to traffic to a minimum.

1.0.8. STORAGE AND PROTECTION

A. Equipment and materials shall be stored prior to installation as recommended by the manufacturer. Generally, materials such as pipe shall be stored off the ground in approved storage yards or along the line of the proposed pipeline as approved by the Engineer. Items subject to the damage by the elements, vandalism, or theft shall be stored in secure buildings.

B. Store and protect products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Storage instructions shall be studied by the Contractor and he shall review them with the Engineer. Instructions shall be carefully followed and a written record of this kept by the Contractor. Arrange storage to permit access for inspection.

C. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

D. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural, miscellaneous and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored, the webs vertical. Precast concrete shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, cracking and spalling to a minimum.

E. All bolts, nuts, gaskets and other joint materials for use in pipelines shall be stored under cover.

F. Gaskets shall be stored in their original packing bags or containers, and care shall be exercised to keep them away from heat, light, oil gasoline or other petroleum products. Gaskets shall be kept clean at all times and not handled with greasy or dirty hands.

G. Plastic pipe and other elastomeric products shall be stored under cover to preclude damage by ultraviolet radiation even if the product has UV inhibitors in its compound.

1.0.9. INSURANCE

A. The Contractor's insurance shall adequately cover the value of materials delivered but not yet incorporated into the work. The Contractor and the City shall be named as co-insured insofar as their respective interests may appear. Proof of this coverage must be submitted to the Engineer at the time request for progress or partial payments.

1.0.10. INVENTORY CONTROL

A. Equipment and materials shall be stored in a manner to provide easy access for inspection and inventory control. The Contractor shall keep a running account of all materials in storage to facilitate inspection and to estimate progress payments for materials delivered but not installed in the work.

1.0.11. EQUIPMENT MAINTENANCE PRIOR TO THE CITYACCEPTANCE

A. Provide the required or manufacturer's recommended maintenance during storage, during the installation, and until such time as the City accepts the equipment for full-time operation.

1.0.12. SALVABLE EQUIPMENT

A. Any salvable pipe, or other miscellaneous material or equipment removed during construction and not reused in the work shall be cleaned, hauled, and stored by the Contractor at his own expense, where directed by the Engineer, and shall remain the property of the City. All other material shall be disposed of by the Contractor at his own expense.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01700 PROJECT CLOSEOUT

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. Work Included: This section outlines the procedure to be followed in closing all contracts.

1.0.2. RELATED SECTION

A. Section 01340 “Shop Drawings, Product Data, and Samples”.

B. Section 01720 “Project Record Documents”.

C. City of Opa-Locka General Covenants and Conditions.

1.0.3. FINAL INSPECTIONS

A. The City will not issue preliminary punch lists. After final cleaning and upon written notice from the Contractor that he has inspected the work and it is a 100% completed, the Engineer will make a preliminary inspection with the City and the Contractor present. Upon completion of this preliminary inspection, the Engineer will submit to the Contractor a written final punch list of any which this inspection reveals as defective or incomplete work.

B. Upon receiving written notice from the Engineer, the Contractor shall immediately undertake the work required to remedy the defects and complete the work to the satisfaction of the City.

C. Each item in the punch list shall have a time duration agreed upon by both parties which shall not exceed 10 calendar days. Punchlist items may be eliminated individually from the list when approved by the Engineer.

D. Should the Engineer find all work satisfactory at the time of the inspection, the Contractor will be allowed to make application for final payment in accordance with the provisions of the General Covenants and Conditions.

1. If the Contractor fails to complete any item of work within a time period equal to 100% of the agreed upon duration of time for all individual items, the Engineer will notify the Contractor in writing specifying the conditions pertaining thereto and directing the Contractor to comply with his directive. If the Contractor has not corrected such condition within 5 days of such notice, it shall be sufficient grounds for the Engineer to order the subject items discontinued and have them completely remedied in a timely manner at the expense of the Contractor.

2. No final estimate shall be issued by the Engineer until the Engineer has assured himself that the punch list has been 100% finished and all other related documents are submitted.

1.0.4. FINAL SUBMITTALS

A. The Contractor shall submit all closeout documents required by the Contract Documents, including but not limited to the following.

1. Warranties and guarantees

2. Test reports, including but not limited to:

a. Concrete test results certified by a licensed testing laboratory

3. Inspection and acceptance records

4. Operating and maintenance manuals

5. Project record documents

6. Permit closeout documentation

1.0.5. FINAL PAYMENT APPLICATION

A. Final payment application must include:

1. Final releases of liens from all subcontractors and suppliers

2. Final release from Contractor

3. Final consent of surety bond

4. The Contractor must obtain final Greenspace Management approval for installed landscaping

5. Upon receipt of Final Payment, the Contractor shall execute the Form of Final Receipt, if applicable

1.0.1. GUARANTEES, BONDS, AND AFFIDAVITS

A. No Contract will be finalized until all guarantees, bonds, certificates, licenses, roofing warranty, C.O. and affidavits required for work or equipment as specified are satisfactorily filed with the Engineer.

B. The Contractor shall comply with the Public Records Laws of the State of Florida.

1.0.2. ACCESSORY ITEMS

A. All Contractors furnishing and/or installing equipment and spare parts on this project shall provide to the City, upon acceptance of the equipment, all special accessories required to place each item of equipment in full operation.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01710 CLEANING

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. This Section specifies the maintenance of the work site in a clean, orderly, hazard free condition.

1.0.2. QUALITY ASSURANCE

A. Conduct cleaning and disposal operations in accordance with local ordinances and anti-pollution laws. Rubbish, volatile wastes, and other construction wastes shall be neither burned nor buried on the work site, and shall not be disposed of into storm drains, sanitary drains, streams or other waterways.

B. Final cleaning shall be accomplished either by workmen experienced in cleaning operations or by professional cleaners.

PART 2 – PRODUCTS

1.0.1. ON SITE WASTE CONTAINERS

A. Provide on-site waste containers for collection of waste materials, debris and rubbish. See Section 01100 “Special Project Requirements”, Subsection 1.0.4. regarding Safety Requirements for environmentally hazardous materials.

1.0.2. CLEANING MATERIALS

A. Cleaning materials shall be as recommended by the manufacturer of the surface to be cleaned.

PART 3 – EXECUTION

1.0.3. SAFETY REQUIREMENT

A. Maintain work site in accordance with local ordinances and anti-pollution laws applicable to work site cleanliness and in a neat, orderly and hazard-free condition until final acceptance of the work. Catwalks, accessible underground structures, work site sidewalks and walkways adjacent to the work site shall be kept free from hazards caused by construction activities.

B. Store volatile wastes including rags in covered metal containers and remove from work site daily.

C. Prevent accumulations of wastes which create hazardous conditions.

D. Artificially ventilate spaces which are not naturally ventilated when volatile or noxious substances are present in those spaces.

1.0.4. CLEANING DURING CONSTRUCTION

A. The Contractor shall at all times during the execution of this Contract keep the work site free and clear of all rubbish and debris. As soon as the work is completed, the accumulated rubbish or surplus materials shall be promptly removed. The Contractor shall also restore in an acceptable manner all property, both public and private, which has been displaced or damaged during the prosecution of the work and shall leave the site and vicinity unobstructed and in a neat and presentable condition.

B. In the event of delay exceeding two (2) days after written notice is given to the Contractor by the Engineer to remove such rubbish or materials or to restore displaced or damaged property, the Engineer may employ such labor and equipment as he may deem necessary for the purpose, and the cost of such work, together with the cost of supervision, shall be charged to the Contractor and shall be deducted from any monies due him. The Project shall not be considered as having been completed until all rubbish and surplus materials have been removed and disposed of properly.

C. Perform cleaning every workday for duration of the work. Structures, grounds, and areas of the work site, access roads and adjacent public and private properties shall be maintained free from accumulations of waste materials and rubbish caused by construction operations on the work site. Place waste materials and rubbish in on site containers or as otherwise approved. Unneeded construction equipment shall be removed and all damaged repaired so that the public and property owners will be inconvenienced as little as possible.

D. Remove or secure loose material on open decks and on other exposed surfaces at end of each day's work or more often to maintain work site in hazard-free condition.

E. Prevent dislodgement of materials due to wind and other forces. Wet down dry materials and rubbish to lay dust and prevent blowing dust. Cover or wet excavated material leaving and arriving at the site to prevent blowing dust. Clean the public access roads to the site of any material falling from the haul trucks.

F. Empty on-site waste containers whenever necessary so that trash overflow does not occur. Legally dispose of contents at either public or private dumping areas.

G. Control the handling of materials, debris and rubbish; do not drop or throw from heights.

H. Immediately remove spillages of construction-related materials from hauling routes.

1.0.5. FINAL CLEANING

A. In addition to the cleaning performed above, in preparation for final inspection, remove grease, dust, dirt, rust stain from surfaces. Remove labels, fingerprints and other foreign materials from exposed exterior finished surfaces. Flush down all valve boxes, and areas leaving such surfaces clean of all sand, etc.

B. In preparation for final acceptance or occupancy, conduct final inspection and cleaning of exposed exterior surfaces, and of concealed spaces.

C. Maintain cleaning operations until project has been finally accepted.

END OF SECTION

01711 FINAL ACCEPTANCE

PART 1 – GENERAL

1.0.1. FINAL CLEANUP

A. At the completion of work and immediately prior to final inspection, cleaning of the entire project shall be accomplished according to the following provisions:

1. All temporary utility drops, fencing, and water supply outlets shall be removed.

2. All plant gate identification signs, barricades, tools, rubbish collection receptacles and other such items shall be removed by the Contractor.

3. All remaining earthen stockpiles of excess excavated material shall be graded to provide gentle slopes to prevent erosion as directed by the Engineer.

1.0.2. FINAL INSPECTION

A. Following final cleanup, the Contractor shall request an inspection by the Engineer, and Engineer of Record. If the Engineer accepts the work as being complete, then Final Acceptance shall be given to the Contractor in accordance with Contract.

1.0.3. FINAL ACCEPTANCE

A. Following successful final inspection, the Engineer shall approve the work as being complete and provide final acceptance of the work in accordance with the Contract.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01720 PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. The Contractor is responsible for maintaining one record copy of:

1. Record Drawings. Record Drawings as used herein shall mean a drawing that reflects construction or design changes.

2. Record Specifications.

3. Addenda.

4. Change Orders and other modifications of the Contract.

5. Engineer's written orders or instructions.

6. Approved Shop Drawings (including product data and samples).

7. Field test records.

8. Construction photographs.

9. As-built dimensions and elevations as recorded on a daily basis by the Contractor's Professional Surveyor and Mapper (PSM) licensed to practice in the State of Florida.

10. Field Book. Survey Field notes taken by the PSM’s survey crew (copy provided to the Engineer on a monthly basis)

11. The records listed above are always to be made available for the Engineer’s review for all projects.

B. Vertical Datum: Nationwide, surveys and as-builts are in the process of conversion to NAVD 88 from the NGVD 1929. The City will accept NAVD 88 datum with a conversion factor on each page. The Florida Department of Transportation is using the NAVD 88 datum. Projects within FDOT roadway limits shall either use NAVD 88 datum or provide a conversion factor on each page if the NGVD 1929 datum is used. For projects using City of Miami datum provide a conversion factor on each page to the NAVD 88 datum.

1.0.2. MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Maintain documents in a clean dry, legible, condition and in good order. Do not use record documents for construction purposes.

1.0.3. REQUIRED MEASUREMENTS

A. Set-up and Verification: The Contractor's PSM is required to recover the design baseline and verify the elevations and coordinates on a regular basis as needed.

B. The Contractor is required to have a level instrument setup next to the construction site in order to control the vertical alignment of the pipe installation prior to trench backfilling. The level shall be setup daily for use by the surveyor, Contractor's foreman and City Engineer/Inspector. Any underground construction work that does not have a level properly setup will be stopped by the City Engineer/Inspector.

C. The Contractor is required to have the PSM's survey crew record the field information on a daily basis when there is underground pipe installation. The survey crew shall be on-site as needed to record and verify the information before it is covered. Any underground construction work that does not have the information recorded by a survey crew will be stopped by the City Engineer/Inspector. The Engineer/Inspector has the authority to order re-excavation of work that was covered without accurate survey measurements.

D. Field Book Information: The PSM is required to have his crews make daily visits to the Project site during underground pipe installation work to perform field measurements of the Contractor’s daily installations. This information shall be recorded in field books. Copies of the field notes are required to be provided to the Construction Manager on a monthly basis. The PSM's field notes shall be submitted to the City along with partial as-built plans (signed and sealed) on a monthly basis as a condition of payment.

1.0.4. RECORDS

A. During the life of the Contract the Contractor shall retain the services of a PSM who shall maintain daily records of the installation, including all deviations from Plans and Specifications and for the purposes of preparing and submitting to the City an as-built/record survey in compliance with:

1. Florida Statutes Chapter 472.027.

2. Florida Administrative Code Chapter 5J-17.050, 5J-17.051 and 5J-17.052.

3. As further required by these Contract Documents.

B. Measure and Record all information for all projects concurrently with constructions progress.

1. The services of the PSM for the Project shall be retained by the Contractor prior to the issuance of the "Notice to Proceed." A letter from the PSM shall be provided at the Preconstruction Meeting indicating that the Contractor has secured his

services to perform all survey work for the duration of the project and prepare final as-builts plans.

C. Redline Drawings:

1. The Contractor shall maintain full size (22-inches by 34-inches) redline drawings to reflect the "record" items of work as the work progresses.

2. At a minimum, the redline drawings shall be reviewed on the 20th working day of every third month, or more often, as deemed necessary by Consultant, after the month in which the final Notice-to Proceed is given as well as on completion of Work. Failure to maintain the redline drawings up-to-date shall be grounds for withholding monthly progress payments until such time as the redline drawings are brought up-to-date.

3. Redline drawings shall be accessible to the City or designee at all times during construction period.

4. The cost of maintaining record changes, and preparation of the as-built record drawings shall be included in the unit prices bid for the affected items.

D. Label each document “PROJECT RECORD” in neat large printed letters.

1. Do not conceal any work until as-built information is recorded by the Contractor’s surveyor and, if so required, by the City surveyor.

2. All locations for future connections or tie-ins shall be left unburied and uncovered until the Contractor’s PSM measures and records the as-built information.

   a. All as-built and inspector information is to be made available to the Engineer daily for inclusion in the City records.

3. Restrained pipe, end line valves, thrust blocks shall be left uncovered for the last complete length. In line valves and tees shall be left exposed for one length on both sides plus the face end. Measure and record the elevation, horizontal and vertical alignment, and inclination for these items.

4. For all projects, the Contractor’s PSM shall maintain exact and extensive records of any deviations from the plans or specifications. These records shall be satisfactory to the Engineer, who’s decision shall be final, and enough to allow the production of accurate as-built plans which correctly and completely portray the work as constructed.

5. For all projects, the Contractor’s PSM shall record data as follows during the entirety of construction:

   a. For facility (e.g. a water or sewage plant, pumping station, or similar site if so, designated by City) projects, record as-built dimensions and elevations every

twenty-five feet or portion thereof along the pipeline and at every abrupt change in direction of the new line.

b. For pipeline projects, constructed in the public right-of-way dimensions and elevations every one-hundred feet or portion thereof along the pipeline and at every horizontal and vertical change in direction.

c. In all cases record locations and elevations for each valve, fitting, service line, fire hydrant, water sampling point, utility poles adjacent to the proposed line, overhead wires crossing the ditch line (approximate height above grade) and other appurtenances along the pipeline.

d. The identity, dimensions, location and elevation of any existing utility crossing the proposed line and so immediately adjacent to the new line as to be exposed by the excavation shall also be recorded. Locate, excavate expose and record the same data for any utility shown in the plans whose proximity to the proposed pipeline could affect the certification requirements of the new installation. Note that in instances of a very wide ditch due to ground conditions the recording of data for adjacent, paralleling, utilities shall only be required for lines which come within three (3) feet of the outside of the pipe being installed unless otherwise ordered by the Engineer who's decision shall be final.

e. Without exception, for all thrust blocks, the top elevation, outer dimensions, thickness of the block, length and location of any sheet piling, if used, shall be recorded by the Contractor's PSM.

f. Specific locations and elevation of equipment, the buildings and miscellaneous items installed inside them shall be recorded as applicable and as required by the Engineer.

g. Without exception, where the substitution of another piece of equipment for that shown on the plans has been allowed, the footprint, clearance and elevation dimensions shall be recorded by the Contractor's PSM and these changes shall be accurately and thoroughly portrayed on the as-built plans.

h. The Contractor's Licensed PSM shall prepare from the field data, as-built record drawings showing correctly, completely and accurately the installation, embracing all changes and deviations made during construction, including all construction variances, to reflect the work as it was constructed.

i. Record Drawings shall be prepared as specified hereinafter.

    1) Record Drawings shall be prepared as specified herein.

    2) Record Drawings and five (5) copies shall be signed and sealed by the PSM and shall be submitted to the City for the Engineer's review within

ten (10) calendar days following the completion date of successful pressure testing of all mains and appurtenances under this Contract.

j. If the Engineer determines that the drawings are not acceptable, they will be returned to the Contractor with a cover letter noting the deficiencies and/or reasons for the disapproval. Contractor shall have ten (10) calendar days to correct all exceptions taken by the Engineer and resubmit as-built record drawings to the Engineer for final acceptance.

1.0.5. DRAWINGS

A. During the life of the Contract, maintain records of all deviations from the plans and specifications and prepare therefrom As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Record Drawings for errors and omissions prior to submittal to the City and certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all piping including building exposed and internal piping, electrical/signal conduits in or below the concrete floor, Indicate the size, depth and voltage in each conduit.

B. Legibly Mark to Record Actual Construction: All data as previously specified for all installations by the Contractor's . For on-site structures and facilities work the Contractor's Florida Registered Land Surveyor shall record:

1. Depths of various elements of foundation in relation to datum plane.

2. All exposed and underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location, Horizontal and vertical locations of underground utilities and appurtenances, measured from permanent reference points, plant survey grids, property lines and similar.

3. Location of internal utilities and appurtenance concealed in the construction shall be referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

4. Field changes in dimensions, locations and details.

5. Changes made by Engineer's written instructions or by Change Order.

6. Details not on original plans.

7. Equipment and piping relocations.

8. Major architectural and structural changes in structures, including tanks.

9. Architectural schedule changes according to Contractor's record and shop drawings.

10. Record drawings shall be prepared as specified hereinafter.

C. Specifications and Addenda: Legibly mark each section to record the following:

1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment installed.

2. Changes made by Engineer's written instructions or by Change Order.

D. Approved Shop Drawings: Provide record copies for system diagrams and drawings together with each element of process equipment, piping, electrical system and instrumentation system.

1.0.6. SUBMITTALS

A. Accompany submittal with transmittal letter in duplicate, containing:

1. Date

2. Project title and number

3. Contractor's name, address and phone number

4. Title and number of each Record Document

5. Contractor signature or of its authorized representative.

B. Record Drawings with five blue line copies which have been signed and sealed by the surveyor shall be submitted to the City for the Engineer's review. Drawings shall conform to recognized standards of drafting and the minimum technical standards as set forth by the Board of Professional Surveyors and Mappers, shall be neat, legible and on 24-inch by 36-inch Mylar. These materials shall be submitted to the City for the Engineer's review as a prerequisite for payment during the course of construction as previously specified and final, complete sets of documents within ten calendar days following the completion date of successful testing of all mains, equipment and appurtenances under this Contract. Final payment will not be made until the set of as-built record drawings and five sets of blue-line prints have been approved and accepted by the Engineer.

C. In cases where a portion of a pipeline system or parts of a process system are put into service, the above conditions shall apply for the in-service portion and monthly payments shall be withheld until the as-built drawings are accepted by the Engineer.

D. As-Built Record Drawings, as prepared by the Contractor's Florida Registered Land Surveyor and submitted by the Contractor, shall comply with following criteria and standards, and as specified in Section 01725 “As-built Drawings”:

1. Title block must show the Contract or Project Title (as applicable); Contract number; City project number (if applicable); Contractor's name; Engineer of Record's name; Surveyor's name and address; date; location; and where appropriate to the work, size and type (i.e. water main, sanitary gravity main, sanitary force main) of main.

    a. Baselines or centerlines must be tied to section corners, monument line and right-of-way lines.

    b. Pipeline must be tied to baseline or centerline with stations and offsets.

    c. Baselines or centerlines must show bearings or deflection angles, or delta, radius, chord and arc length for curves.

    d. Show all horizontal curve data, including point of curvature (PC) and point of tangency (PT) stations or radial bearing.

    e. Stationing must be the same as shown on construction drawings and must be tied to Section corners, centerline intersections and all other pertinent control points within the project. All such pertinent points shall have their stationing shown and where there is dual stationing for a point, both stations shall be called out.

    f. Identify all streets by name or number and show stationing at all intersecting streets.

    g. Refer to vertical datum plane and identify the location, elevation and source supplying the benchmark used.

    h. Tie easement lines to survey baseline or platted centerline and rights-of-way.

    i. Show horizontal and vertical locations of all pipes, deflections, or any significant change of direction.

    j. Elevations of natural ground or pavement over the pipeline must be shown at each position where the pipe elevation is shown and at intervening high and low points.

    k. Show all invert and bottom elevations of culvert piping. Show all invert and bottom elevations together with pipe size, and where it can be determined, pipe material, for existing structures having pipes which cross the culvert being constructed.

l. Locations and elevations together with diameter and material of all pipes.

m. Coordinate values used inside plants shall be the local, City established coordinate systems referenced to the property boundary.

E. Update of Construction Documents:

1. All "proposed" information shall be removed from as-builts, leaving only "as-built" information reflected in drawing.

2. Upon completion of the Work, the Contractor shall furnish the Consultant the as-built record drawings. Pay request quantities must match as-builts record drawings. The completed as-built record drawings shall be delivered to the Consultant at least 48 hours prior to final inspection of the work. The final inspection will not be conducted unless the as-built record drawings are in the possession of the Consultant.

3. The City reserves the right to have a Registered PSM perform spot checks of as-built information provided by the Contractor. The City shall pay the costs of such survey work when the work is performed by a City of Opa-Locka Contractor. Should any spot checks indicate that any portion of the installation does not comply with the Contract Documents, a recheck shall be performed by another (or third) Registered PSM or agreed to by both the City and Contractor at the Contractor's expense. If the recheck confirms the first check, that portion of the work shall be removed and replaced or modified at no additional cost to the City until satisfactory compliance is attained.

F. Certification: The Contractor shall certify on as-built record drawings all other actual constructed details and information as may be required by the City including but not limited to:

1. Pipeline must be identified by type of pipe material and manufacturer.

2. Types and sizes of sheeting and piling together with measured and complete; location, dimensional and elevation data on any pile caps, tie backs, anchors, whalers or other appurtenant structures left in place.

26.0 Digital Records: The City reserves the right to require submittal of as-built drawings in AutoCAD format and in PDF format. The AutoCAD file shall be compatible with the City's system and capable of being uploaded without external reference files. Graphical information contained on electronic media shall be the same as provided on plan sheets. Digital Records shall be delivered to the office of the City Engineer, Engineering Division, Opa-Locka Public Works Department at 12950 NW 42 Ave in Opa-Locka, FL 33054.

G. . A letter of transmittal shall be provided, containing a list of all files and data being provided.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. This section shall serve to set out guidelines for as-built drawings submitted to City of Opa-Locka.

B. To ensure that as-built drawings may serve their intended purposes now and in the future, they should be prepared with consideration for quality. The City of Opa-Locka Public Works Department will consider the following elements during as-built during review to ensure the quality of the as-built drawings.

C. The Contractor is required to have a survey crew record the field information on as necessary when there is underground pipe installation. The Florida Licensed Professional Surveyor and Mapper shall be responsible for providing measurements accurate to the standard of practice established in Chapter 5J-17.050 to 5J-17.052 of the Florida Administrative Code, pursuant to Section 427.027, Florida Statutes. The approved final record as-built shall be used as part of the City of Opa-Locka's GIS and Record System.

D. The Contractor's PSM shall maintain exact and extensive records of any deviations from the design plan set.

E. As-built drawings shall be prepared in a professional manner consistent with common engineering standards for layout, lettering, and line-work.

F. As-built information shall be portrayed in a manner that is readily understandable by someone not familiar with the specific job.

G. Preparer shall endeavor to present as-built information clearly without "cluttering" the drawing.

H. As-built drawings shall include all disciplines in the Bid Set drawings.

1.0.2. CRITERIA FOR AS-BUILTS

A. Horizontal: All horizontal control and locations shall be tied to the Florida State Plane Coordinate System, East Zone (NAD 83/2011).

B. Vertical Datum: All vertical control and elevations shall be referenced to North American Vertical Datum of 1988 (NAVD 1988).

1.0.3. AS-BUILT REVIEW PROCESS

A. SUBMITTAL PACKAGE

The following shall be submitted as one package in order to be accepted for initial review by the Inspections Unit.

1. Initial submittal (prior to performing field testing) shall include the following: 1 set of signed and sealed as-built (DWFX file), signed and sealed field book information, DWFX file of the as-built and the City Minimum Requirements As-built Plan Submittal.

2. Final submittal shall consist of corrected As-Built Documents in digital format (AutoCAD and DWFX files) and the following sets of signed and sealed as-builts sets:

   Five (5) sets.
   Signed and Sealed Copy of Field Book Information.
   As-builts signed and sealed by the Florida Licensed Professional Surveyor and Mapper and/or Engineer of Record must comply with format requirements.

B. CITY PROCESSING.

1. The City will require Ten (10) business days to perform the as-built review.

2. As-builts will be initially checked by the responsible Field Inspector to verify that they are an accurate representation of the work as installed and that the job as shown is complete and in accordance with the permitted plans.

3. Following the Field Inspector's review, as-builts will be reviewed in depth by the As-Built Reviewer to ensure compliance with these standards. The Reviewer will also check the complete package which includes the Bill of Materials.

C. PUNCH LIST

1. Punch List items may be generated from the City initial review. Successive reviews are solely for the purpose of ensuring that original punch list items are completely and correctly done to obtain a final As-built acceptable to the City.

2. Successive punch list items may only be added to correct a problem resulting from submitter's efforts to comply with the original punch list. No new original punch list item(s) may be added. Submitter shall be required to make these successive changes.

3. In the case of an oversight on the part of the As-built Reviewer, punch list items may be added to the list or requested of the submitter after the valid time for such items. The City requires that all corrections be made as a condition of accepting the final as-builts.

4. Marking of the drawings shall be kept current and shall be done at the time the material and equipment are installed. Annotations to the Contract Documents shall be made with an erasable colored pencil conforming to the following color code:

   Additions - Red

Deletions - Green
Comments - Blue
Dimensions - Graphite*

*Legibly mark to record actual depths, horizontal and vertical location of all above and below grade structures, underground pipes, valves, raceways, cables, and appurtenances referenced to permanent surface improvements.

1.0.4. AS-BUILTS SUBMITTAL REQUIREMENTS

A. GENERAL REQUIREMENTS

1. Prior to final acceptance, two (2) copies of as-built drawings certified by a Florida Registered Land Surveyor shall be provided to the City for approval, acceptance and certification by the “Engineer of Record”, together with a copy of digital media producing such As-Builts.

2. At minimum, the As-Built must show Station numbers and horizontal offsets from the Base Line and Right-of-Way lines on a Plan scaled 1”=20 ft. for all fittings, valves and changes in horizontal alignment, and a profile with a vertical scale of not less than 1” = 2 ft. with elevations at all horizontal and vertical changes in alignments and grade profile elevations at approximately 50 ft.

3. As-Built plans and profiles must also show all abandoned pipes and plugs that were modified within the project limits and actual elevation/description of all other utilities crossing or encountered in the vicinity of the new water mains. The paper size of the drawings shall be 22”X 34”.

4. Any deviations from the design plans must be approved by the City.

B. QUALITY OF AS-BUILTS

To ensure that as-builts may serve their intended purposes now and in the future, they should be prepared with consideration for quality. The As-built Reviewer will consider the following elements to ensure the quality of as-builts.

1. Accuracy: The Contractor is required to have a survey crew record the field information on as necessary when there is underground pipe installation. The Florida Licensed Professional Surveyor and Mapper shall be responsible for providing measurements accurate to the standard of practice of the Florida Administrative Code. The approved final record as-built shall be used as part of the City GIS and Record System.

2. Field Changes: The Contractor’s PSM shall maintain exact and extensive records of any deviations from the design plan set.

3. Appearance: As-builts shall be prepared in a professional manner consistent with common engineering standards for layout, lettering and line-work.

4. "Understandability": As-built information shall be portrayed in a manner that is readily understandable by someone not familiar with the specific job.

5. Clarity: Preparer shall endeavor to present as-built information clearly without "cluttering" the drawing.

1.0.5. AS-BUILT CONTENT REQUIREMENTS – ALL DRAWINGS

A. All drawings submitted to the City of Opa-Locka Public Works Department shall include at a minimum the following, where applicable.

1. Centerlines, right-of-way lines, right-of-way dimensions, street widths and names, with matching plat, if applicable, subdivision name, phaseline, and number. (Phasing to be nearest valve and manhole in limits of phase area).

2. Baselines, monuments, monument lines, lot lines, parcel lines.

3. All involved lots and blocks shown and correctly designated (to match plat).

4. All control lines identified (i.e., centerline, section line, etc.). Identify all streets by name or number and show stationing at all intersecting streets.

5. Baseline shall be tied to centerlines, boundary lines, section corners, or to monument lines or to right-of-way lines. Baselines must show bearings or deflection angles, or delta, radius, chord, and arc length for curves.

6. Pipeline installation shall be tied to a baseline that easily identified on the existing or proposed right-of-way. Baseline shall not be on top of the main except for gravity sewers installed on centerlines.

7. Show all existing water, sewer and/or stormwater mains as a broken line (i.e., dashed). Show proposed utility as dark solid line. Also, identify respective utility pipe, size, and material type. Existing or proposed mains 20-inches in diameter and greater, shall be shown as two lines (i.e., double line) of the line type as stated.

8. Show all horizontal and vertical curve data, including point of curvature (PC) and point of tangency (PT) stations or radial bearing.

9. Easements:

a. Easements type and size shall be clearly shown with size and tied to centerline. The easements shall be separate for water, sewer, force main, and pump stations.

b. Existing Official Record Book (ORB) or other record information must be shown.

c. Easement lines shall be tied to the centerline of the main.

10. Separate profile for each segment and utility type (water, sanitary sewer, stormwater, etc.).

11. Every utility (water, sewer, sewer laterals, water services, gas, electric, stormwater, telecommunication, duct banks, etc.) encountered and/or crossing drainage, water, or sanitary sewer facilities (whether it is a conflict or has sufficient clearances) shall be located, both horizontally and vertically. The clearance between the facilities horizontal and vertical, shall be noted. For instance, if a 2-inch gas main crosses over the top of a 6-inch potable water main, the bottom elevation of the gas main shall be noted and the top of the water main shall be noted. The difference between the two facilities will be the clearance between the two facilities. Parallel mains shall note the clearance between the outside of the mains. It shall be the Contractor's responsibility to note these crossings on a daily basis and ensure that this information is reflected on the As-Built Drawing plan set. Crossings will not require state plane coordinates.

12. All utilities shall be stationed and all facilities labeled. Drawings shall show stations for all services. Lengths and distances for service runs shall also be given.

13. Clearly show and label what is new and what is existing at the tie-in points.

14. Show all outlets, stub-outs, sewer lateral, water service and any other relevant information. Identify the size, material, length, direction, and elevation (top of pipe for water, sewer, and stormwater and force mains, invert gravity sewer and stormwater mains).

15. Elevations of natural ground or pavement over pipelines shall be shown at each position where the pipe elevation is shown at least every 100 feet.

16. Manhole rim and valve box manhole rim elevations shall be shown.

17. Show all invert and bottom elevations in manholes and valve vaults or boxes. Show all invert and bottom elevations together with pipe size, and where it can be determined, pipe material, for existing structures having pipes which cross the pipeline being constructed.

18. Locations, elevations, and size of all casings shall be shown.

19. Locations and top and bottom elevation of all sheeting, including sheeting left in place, shall be shown.

20. Provide State Plane Coordinate values for all visible features such as valves, manholes, maintenance access structures, fire hydrants, water meters, cleanouts, and backflow preventers. Also provide State Plane Coordinate values for existing

valves and manholes at points of connection or closest to the point of connection and the point of connection itself.

21. Lines that are abandoned in place shall be located during construction and clearly identified (dashed and bold line type) on the drawings to include cut and plug locations and pipe material.

1.0.6. AS-BUILT CONTENT REQUIREMENTS – PAVING, GRADING, AND DRAINAGE DRAWINGS

A. Paving, grading, and drainage drawings shall include at a minimum the following, where applicable.

1. All existing and proposed utilities in the public right-of-way shall be shown on the paving, grading, and drainage plans. All utilities shall be identified and located by dimension, horizontally and by elevation, and their materials of construction shall be noted to the extent determinable without excavation.

2. Cross-section(s) and/or typical section(s) of proposed road and drainage construction, shall show dimensions, materials, and purposes of all existing (to remain) facilities as well as all proposed facilities within the right-of-way.

3. Pavement marking and signing drawings shall include sign locations.

B. All rock elevations for parking lot, roadways, and swale areas shall include at a minimum the following.

1. Rock elevations at all high and low points, and at enough intermediate points to confirm slope consistency and every 50 feet for roadways.

2. Rock elevations shall be taken at all locations where there is a finish grade elevation shown on the design plans.

3. All catch basin and manhole rim elevations shall be shown.

4. Elevations around medians will also be required.

5. Elevations shall be taken on all paved and unpaved swales prior to placement of asphalt and/or topsoil/sod, at enough intermediate points to confirm slope consistency and conformance to the plan details.

C. Retention area elevations shall be taken at the bottom of the retention area and at the top of bank. If there are contours indicated on the design plans, then they shall be as-built as well.

1.0.7. AS-BUILT SURVEY

A. An as-built survey will be required upon completion of all construction projects that lay within City-owned properties, including, but not limited to, City rights-of-way, easements, parcels, and submerged lands, etc. All improvements, including but not limited to, landscaping will be required.

B. As-built surveys shall be prepared in accordance with FAC Chapter 5J-17.051 and all applicable Standards of Practice.

C. When performing as-built surveys, the surveyor and mapper shall obtain field measurements of vertical or horizontal dimensions of constructed improvements so that the constructed facility can be delineated in such a way that the location of the construction may be compared with the construction plans.

D. As-built survey maps shall clearly show by symbols, notations, or delineations, those constructed improvements located by the survey.

E. The vertical and horizontal accuracy of the measurements made shall be such that it may be determined whether the improvements were constructed consistent with planned locations.

F. The Surveyor shall be responsible for the location, establishing or replacement of Vertical and Horizontal Survey Control Points.

G. Complete topographic and boundary survey for the project shall be signed and sealed by the Florida Licensed Professional Surveyor and Mapper as part of the as-built plans. All information required of a boundary survey shall be contained on the as-built plans to include the legal description of the site, easements and rights-of-way abutting the site and location of all surface facilities recorded by a PSM. All utilities within the property shall be properly shown, along with their associated elevation and clearance.

1.0.8. CERTIFICATION

A. All as-built drawings are to be certified to the City of Opa-Locka Public Works Department and all sheets are to be signed and sealed as previously outlined.

B. As-builts shall include a signed, sealed, and dated certification statement by the responsible Florida Licensed Professional Surveyor and Mapper that all measurements were recorded under his direction and are accurate.

C. Any civil drawings that are not surveyed shall also be included in the set and shall be signed and sealed by the Engineer of Record.

D. As-builts that contain electrical, mechanical, or structural work shall also be signed and sealed by the Engineer of Record to indicate that the work was constructed as designed.

E. It is the responsibility of the Contractor to check the as-builts for errors and omissions prior to submittal to the City and certify in writing that the as-builts are correct and accurate, including the actual location of all piping including building exposed and internal piping, electrical/signal conduits in or below the concrete floor, indicate the size, depth, and voltage in each conduit.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01730 OPERATING AND MAINTENANCE INSTRUCTIONS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. Prepare Operating and Maintenance (O & M) Manual covering all equipment and systems provided under this project.

B. Instruct the City's personnel in the operation of equipment and maintenance provided under this project.

C. This Section covers the services of the manufacturer's representatives and special coordinating services required of the Contractor that shall apply during construction, facilities startup, and training of the City's personnel for facilities operation.

D. The Contractor shall inform all Subcontractors and manufacturers of the requirements herein and include the following services in his costs for the work. Where a minimum amount of time is stated in the Technical Specifications for manufacturer's services, any additional time required to perform the specified services shall be at no additional cost to the City.

1.0.2. SUBMITTALS

A. Not later than 30 days after the start of Construction, submit for review and approval by the Engineer two copies of a preliminary draft of the O&M manual, showing the proposed format and an outline of the contents.

B. Throughout construction, prepare O&M sections for equipment and systems when such equipment and systems, and shop drawings and technical data therefor, are approved. Within 30 days following receipt of the Engineer’s approval of the final shop drawing submittal, submit, in duplicate, draft of complete O&M Manual for review and approval of Engineer.

C. Within 30 days after receipt of Engineer’s review comments, make required revisions and submit in final form two copies of the O & M Manual for final approval.

D. The Contractor shall inform all Subcontractors and manufacturers of the requirements herein and include the following services in his costs for the work. Where a minimum amount of time is stated in the Technical Specifications for manufacturer's services, any additional time required to perform the specified services shall be at no additional cost to the City.

1.0.3. FORM, FORMAT AND SUBMITTALS CONTENTS

A. Operating and maintenance manuals will be used for use by the City personnel in the operation and maintenance of the various systems.

B. The City shall be furnished with one set of any special tools required for servicing for

each type of equipment actually furnished. These tools shall be provided to the Pump Station Maintenance Division.

C. Prepare data in the form of an instructional manual for use by the City personnel.

D. Format:

1. Size: 8½ in. x 11 in.

2. Paper: 20-pound minimum, white, for typed pages.

3. Text: Manufacturer's printed data or neatly typewritten.

4. Drawings:

a. Provide reinforced punched binder tab, bind in with text.

b. Fold larger drawings to the size of the text paper.

5. Provide fly-leaf for each separate product, or each piece of operating equipment.

a. Provide typed description of product, and major component parts of equipment.

b. Provide indexed tabs.

6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:

a. Title of Project.

b. Identify of separate structure as applicable.

c. Identity of general subject matter covered in the manual.

E. Binders

1. Commercial quality three-ring binders with durable and cleanable plastic covers.

2. Maximum ring size: As required (Minimum 1½-inches).

F. Content of Manual

1. Neatly typewritten table of contents, arranged in a systematic order.

a. Contractor, name of responsible principal, address and telephone number.

b. A list of each product required to be included, indexed to the content of the volume.

c. List, with each product, the name, address and telephone number of:

1) Subcontractor or installer.

2) Maintenance Contractor, as appropriate.

3) Identify the area of responsibility of each.

4) Local source of supply for parts and replacement.

5) Identify each product by product name and other identifying symbols as set forth in Contract Documents.

G. Product Data:

1. Include only those sheets which are pertinent to the specific product.

2. Annotate each sheet to:

a. Clearly identify the specific product or part Installed.

b. Clearly identify the data applicable in the installation.

c. Delete references to inapplicable information.

H. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:

a. Relations of component part of equipment and system.

b. Control wiring, schematic wiring, and flow diagram.

2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.

3. Do not use Project Record Documents as maintenance drawings.

I. Written text, as required to supplement product data for the particular installation:

1. Organize in a consistent format under separate headings for different procedures.

2. Provide a logical sequence of instructions for each procedure.

J. Copy of each warranty, bond and service contract issued.

1. Provide information sheet for City's personnel, give:

a. Proper procedures in the event of failure.

b. Instances which might affect the validity of warranties or bonds.

1.0.4. MANUAL FOR EQUIPMENT AND SYSTEMS

A. Content, for each unit of equipment and system, as appropriate:

1. Description of unit and component parts.

a. Function, normal operating characteristics, and limiting conditions.

b. Performance curves, engineering data and tests.

c. Complete nomenclature and commercial number of all replaceable parts.

2. Operating Procedures:

a. Start-up, break-in, routine and normal operating instructions.

b. Regulation, control, stopping, shut-down, and emergency instructions.

c. Special operating instructions.

3. Maintenance Procedures:

a. Routine operations.

b. Guide to "trouble shooting".

c. Disassembly, repair, and reassembly.

d. Alignment, adjusting, and checking.

4. Servicing and lubrication schedule:

a. List of lubricants required.

5. Manufacturer's printed operating and maintenance instructions.

6. Description of sequence of operation by control manufacturer.

7. Original manufacturer's parts list, illustration, as drawings and diagrams required for maintenance.

a. Predicted life of parts subject to wear.

b. Items recommended to be stocked as spare parts.

8. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

9. Other data as required under pertinent sections of specifications.

B. Content, for each electric and electronic system, as appropriate:

1. Description of system and component parts

a. Function, normal operating characteristics, and limiting conditions.

b. Performance curves, engineering data and test.

2. Switchgear, transformers, and motor control centers.

a. Coordination summary.

b. Relay settings.

c. High voltage switch instructions.

d. High voltage cable termination and splice instructions.

3. Operating procedures:

a. Routine and normal operating instructions.

b. Special operating instructions.

4. Maintenance procedures:

a. Routine operations.

b. Guide to “trouble-shooting”.

c. Disassembly, repair and reassembly.

d. Adjust and checking.

C. Prepare and include additional data when the need for such data becomes apparent during instruction of City's personnel.

D. Additional requirements for operating and maintenance data: The respective sections of Specification.

1.0.5. SUBMITTAL OF MANUALS

A. Two draft copies of the complete operating and maintenance manual shall be

submitted for review by the Engineer within 30 calendar days after approval of all shop drawings. One copy will be return to the Contractor within 30 days after receipt by the Engineer.

1.0.6. POSTED OPERATING INSTRUCTIONS

A. General: Operating instructions and diagrams shall be prepared for posting near the equipment. Posted operating instructions shall be photographic or equal non-fading reproductions framed under glass encased in non-discoloring plastic and shall be mounted in location directed. Copies of the posted operating instructions shall also use with the operating and maintenance manuals as a basis in training employees in the operation and maintenance of systems and related equipment installed.

B. Contents: Posted operating instructions shall consist of simplified, consolidated equipment, control and power diagrams graphically representing the entire system and actual equipment installed, including concise written instructions on how to start and stop systems, what settings and conditions are to be observed and what control adjustments are to be made or maintained by the operation.

1.0.7. MANUFACTURES'S NAMEPLATES

A. Each major component of equipment to have manufacturer's name, address, model number and rating on a plate securely affixed in a conspicuous place. Nameplate of a distributing agent will not be acceptable in lieu of manufacturer's nameplate.

B. Nameplate shall be die-stamped, engraved, or etched to guarantee long term legibility.

1.0.8. GUARANTY/WARRANTY

A. The Contractor shall guarantee that all new equipment has the capacity specified and that it will operate without excess noise or vibration.

B. Contractor shall furnish a written guarantee covering all workmanship and materials for a period of one (1) year, from the date of acceptance. This shall include an agreement to repair or replace, at his expense, all defects that may appear in that time, which in the opinion of the Engineer, are due to defective workmanship or materials.

C. Copies of factory warranties on all equipment furnished shall be submitted with the above described, written guarantee period, and included in maintenance manuals.

1.0.9. OPERATING AND MAINTENANCE RESPONSIBILITY

A. Contractor shall provide all required service and maintenance on all equipment installed under this contract for one (1) year following final acceptance or the beginning of beneficial use by the City. The starting date of one (1) year service period shall be determined by the City. Included in the service and maintenance to be provided during this one (1) year period, shall be the following:

1. All required lubrication, adjusting belt tensions, eliminating excessive noise and vibration.

2. Correcting all electrical and mechanical faults, recording all permanent installed gauge meter and temperature readings.

3. General service items, including the answering of service calls.

B. Service during construction:

1. General: Competent and experienced technical representatives shall represent the manufacturers of all equipment and systems as many days as may be necessary to resolve assembly or installation problems at the worksite which are attributable to, or associated with, the equipment furnished. This requirement applies to manufacturers of all equipment furnished, whether or not specifically set forth in the Technical Specifications.

2. Manufacturer's Certificate of Proper Installation: Where called for in the Technical Specifications, the manufacturer's representative shall provide a certificate stating that the equipment or system has been installed in accordance with the manufacturer's recommendation and has been inspected by a manufacturer's authorized representative, that it has been serviced with the proper initial lubricants, that applicable safety equipment has been properly installed, and that the proper electrical and mechanical connections have been made.

C. Functional testing assistance:

1. Where functional (or run) testing is called for on the Technical Specifications, the manufacturer's representative shall assist with the initial test, which shall include checking for proper rotation, alignment, speed, excessive vibration, and noisy operation. Initial equipment and system adjustment and calibrations shall be performed in the presence of and with the assistance of the manufacturer's representative. The previously specified Manufacturer's Certificate of Proper Installation shall include the statement that proper adjustment has been made and that the equipment or system is ready for plant startup and operation.

2. The Contractor, as applicable to the equipment furnished, shall state in writing that all necessary hydraulic structures, piping systems, and valves have been successfully tested; that all necessary equipment systems and subsystems have been checked for proper installation, started, and successfully tested to indicate that they are all operational; that the systems and subsystems are capable of performing their intended functions; and that the facilities are ready for startup and intended operation.

3. Training of Owner’s Personnel:
Where called for in the specifications, the manufacturer's representative shall provide detailed instructions to the City personnel for operation and maintenance of the specified equipment. These training services shall include pre-startup classroom and onsite equipment instruction and/or post-startup classroom and onsite equipment instruction, as stated in the specifications.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. Where the City has obtained various permits for this Project, copies will be appended at the rear of the Specifications.

B. The Contractor shall familiarize himself with, and comply with, all requirements of these permits and their issuing authorities. All other necessary permits shall be obtained by the Contractor.

C. The Contractor's particular attention is called to any special conditions of the permits relating to construction procedures, excavation and backfill requirements, open trench restrictions, asphalt concrete pavement restoration, turbidity controls, and all other general and special conditions. In the event any of the conditions of the permits are in conflict with the requirements of these Specifications, the more stringent conditions of the permits shall take precedence.

D. Any deviations from the Plans, Specifications or permits appended thereto, must first be approved by the Engineer even if approval for the change has been given by the permitting agency.

E. The Contractor shall assume throughout the life of the Contract all obligations and responsibilities imposed on the City as permittee of the aforementioned permits. All expenses necessary for compliance with the regulations and requirements of each permitting agency and its permit shall be borne by the Contractor and shall be included in his overall bid price.

F. The cost of any fees such as impact fees, inspection fees, etc. and the cost paid for all required permits shall be borne by the City. The Contractor shall pay the required fees, obtain the permit(s) and then upon submission of proof of cost to the City, be reimbursed for said cost out of the Permit Fee Dedicated Allowance Item. This shall apply only to required permits and fees. Permits obtained or fees paid for the advantage of the Contractor or non-required permits obtained for whatever reason shall not be reimbursed. The necessity or non-necessity of a permit or fee shall be determined by the Engineer whose word shall be final. As specified in the paragraph above, all costs of compliance with the permit(s) shall be borne by the Contractor and included in his bid price.

G. All surveying required by the Project permits shall be done by the Contractor's Registered Professional Surveyor and Mapper (PSM) licensed to practice in the State of Florida.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

01750 MAINTENANCE OF TRAFFIC AND PUBLIC STREETS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. The Contractor shall be responsible for providing the Engineer with Maintenance of Traffic (M.O.T.) plans for lane closures and/or detours for approval. These M.O.T. plans shall be produced by an individual employed by the Contractor and certified as "Work Zone Traffic Safety Supervisor" by the American Traffic Safety Service Association, ATSSA.

B. The Contractor shall be responsible for the maintenance of public streets and traffic control for the duration of the project. The cost of Traffic Control including the cost of any required off duty police officers shall be included under the appropriate bid item in the Proposal. If no bid item for this is included, said costs shall be included in other appropriate items of the bid and no extra compensation will be allowed.

1.0.2. REGULATIONS

A. As used herein, any reference to City of Opa-Locka, or its published regulations, permits and data, shall be synonymous and interchangeable with other recognized governing bodies over areas or streets, or their departments, published regulations, permits or data. The Contractor shall abide by all applicable laws, regulations, and codes thereof pertaining to maintenance of public streets, detour of traffic, traffic control and other provisions as may be required for this project.

1.0.3. MAINTENANCE OF TRAFFIC (M.O.T.)

A. The Contractor shall be fully responsible for the maintenance of public streets, detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control, and other provisions throughout the Project as required by the City of Opa-Locka, Miami-Dade County Department of Transportation and Public Works (MDCDTPW) Traffic Division, Florida Department of Transportation (FDOT), or other governing agency. Traffic shall be maintained according to corresponding typical traffic control details as outlined in the MDCDTPW Manual. No street shall be completely blocked, nor blocked more than one-half at any time, keeping the other one-half open for traffic, without specific approval. Hard closures require approval from the City of Opa-Locka Transportation Department

B. An off-duty City of Opa-Locka police officer is required. Off-Duty Office phone number is (305) 681-1033.

C. The Contractor shall provide all barricades with warning lights, necessary arrow boards and signs, to warn motorists of the work throughout the project. Adequate approved devices shall be erected and maintained by the Contractor to detour traffic.

D. Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times.

E. The Contractor shall provide necessary access to all adjacent property during construction.

F. The Contractor shall be responsible for the provision, installation and maintenance of all traffic control and safety devices, in accordance with specifications outlined in the MDCDTPW Manual. In addition, the Contractor shall be responsible for the resetting of all traffic control and information signing removed during the construction period.

G. Where excavations are to be made in the vicinity of signalized intersections, the Contractor is alerted that vehicle loop detectors may have been embedded in the pavement. Every effort has been made to show the approximate locations on the plans; however, the Contractor shall verify these locations by inspecting the site of the work and by contacting the Traffic Division. Any loop detector which is damaged by the Contractor, whether shown on the plans or not, shall be repaired or replaced by the Contractor, at his expense, and to the satisfaction of the Traffic Division.

H. The Contractor shall notify the Traffic Division twenty-four (24) hours in advance of the construction date, and forty-eight (48) hours in advance of construction within any signalized intersection.

I. Temporary pavement will be required over all cuts in pavement areas, and also where traffic is to be routed over swale or median areas. When the temporary pavement for routing traffic is no longer necessary, it shall be removed, and the swale or median areas restored to their previous condition.

J. Pavement markings damaged during construction shall be remarked, as required by the Traffic Division.

PART 2 – PRODUCTS

2.0.1. MAINTENANCE OF TRAFFIC PLANS

A. For construction within the City public right-of-way, the Contractor shall submit two sets of maintenance of traffic (MOT) plans for review to the City of Opa-Locka Public Works Department and the agency having jurisdiction.

B. MOT plans should be designed and developed by a certified MOT Specialist when normal traffic flow will be impacted causing unexpected or confusing situations in unclear travel path for motorist/pedestrians when entering non advanced warning work zones. MOT work zone traffic controls separate and protect workers, pedestrians and motorists delineating areas closed to traffic.

C. MOT plans must be designed in accordance with the requirements of the agency having jurisdiction.

D. MOT plans must be site-specific.

E. MOT plans will be reviewed and approved by the agency having jurisdiction.

F. MOT plans shall be in color.

PART 3 – EXECUTION

NOT USED

END OF SECTION

DIVISION 2 – SITE WORK

02210 SITE GRADING

PART – 1 GENERAL

1.0.1. SCOPE OF WORK

A. The Contractor shall perform grading work within the limits, elevations and grades indicated on the plans and as specified herein.

1.0.2. RELATED WORK

A. Section 01031 “Grades, Lines and Levels”.

B. Section 02314 “Excavation, Backfill and Fill for Structural Facility and Utility Systems”.

C. Section 02510 “Asphaltic Concrete Pavement”.

1.0.3. QUALITY CONTROL

A. The site shall be graded to the required elevations. Spot elevations are shown on the plans and the finished surfaces shall be uniformly sloped between these locations.

B. Suitable excavated material shall be used in the formation of embankments. The Contractor shall provide all additional fill material required to complete the embankments.

1.0.4. EXISTING CONDITIONS

A. Known underground, surface, and aerial utility lines and buried objects are based on best available data and indicated on the plans. Contractor shall verify all locations.

1.0.5. PROTECTION

A. Protect trees, shrubs, and lawns and other features remaining as part of final landscaping.

B. Protect bench marks, existing structures, fences, roads, sidewalks, paving, and curbs against damage from equipment and vehicular traffic.

C. Protect aerial, surface, or underground utility lines or appurtenance which are to remain.

PART 2 – PRODUCTS

2.0.1. FILL

A. Unless otherwise noted, suitable fill material shall be non-cohesive, non-plastic, granular mixture of local sand and lime rock, shall be free from vegetation, organic material or muck and shall contain not more than 8 percent material by weight which passes the No. 200 sieve. Broken concrete shall not be used in the fill. Fill material containing lime rock shall have sufficient sand to fill the voids in the lime rock, and no individual rocks or pieces of hard material that will not pass a 6-inch diameter ring shall be used in the fill; except that the upper 4-inches of all backfill or fills shall not contain any rock or hard material that will not pass a 3-inch diameter ring. All fill material shall be provided by the Contractor from any excess suitable on-site material or from off site sources, all subject to review and acceptance by the Engineer prior to use. The Contractor shall be responsible for determining the volume of material required for the site.

PART 3 – EXECUTION

3.0.1. PREPARATION

A. Establish and identify required lines, levels, contours, and datums.

B. Maintain benchmarks, monuments, and other reference points. Re-establish if disturbed or destroyed at no cost to the City.

C. Before start of grading, establish the location and extent of utilities in the work areas. Notify utilities to remove and relocate lines which are in the way of construction.

D. Maintain, protect, reroute, or extend as required existing utilities to remain which pass through the work area.

3.0.2. REMOVAL OF TOPSOIL

A. Topsoil of horticultural value shall be stripped from areas of construction under this contract and stockpiled in area designated by Engineer. Said material shall be stockpiled separately from fill material.

B. Do not permit topsoil to be mixed with subsoil.

C. Do not strip topsoil when wet.

D. Do not drive heavy equipment over stockpiled topsoil.

3.0.3. ROUGH GRADING

A. Rough grade site to required levels, profiles, contours, and elevations ready for finish grading and surface treatment. Maintain the following:

1. Sodded areas: 4 ½-inches below finished grade elevation

2. Seeded areas: 6-inches below finished grade

3. Paved areas: 21½-inches below finished grade elevations

4. Shrub beds: 24-inches below finished grade elevations

5. Flower beds: 18-inches below finished grade elevations

6. Concrete sidewalks: 6-inches below finished grade elevations

B. Prior to placing fill material over undisturbed subsoil, scarify surface to depth of 6-inches.

3.0.4. GRADING AND COMPACTION

A. Fill material shall be placed in lifts not to exceed 8-inches and compacted to a density of not less than 95 percent of maximum density at optimum moisture as determined by ASTM D 1557. Fill material shall be within plus or minus 2 percentage points of optimum moisture content. The minimum density acceptable at any location within the pavement subgrade shall be as specified in Section 02745 “Asphaltic Concrete Pavement”.

3.0.5. FINE GRADING

A. After structures, bases and pavements are completed and the yard piping trenches backfilled, the disturbed areas of the site shall be fine graded. All construction debris, regardless of size, shall be removed. The completed surface shall be shaped and sloped to drain away from the structures. The completed surface shall be within 0.1 foot of the elevations shown on the plans, unless otherwise accepted by the Engineer. Minor adjustments to line and grade may be required as the work progresses in order to satisfy field conditions.

3.0.6. SURPLUS MATERIAL

A. Remove surplus materials from site.

B. Dispose of surplus material at no cost to the City.

END OF SECTION

02220 EXCAVATION – GENERAL

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. The work specified in this section consists of the removal of protruding objects as required to prepare the area of the proposed construction, and the removal and disposal of all product and debris which are not required to be salvaged or nor required to complete the construction.

1.0.2. RELATED WORK

A. Section 02230 “Clearing and Grubbing”.

B. Section 02314 “Excavation, Backfill and Fill for Structural Facility and Utility Systems”.

PART 2 – PRODUCTS

NOT USED

PART 3 - EXECUTION

3.0.1. REGULAR EXCAVATION

A. Regular Excavation shall include roadway excavation and borrow excavation, as defined for each.

B. Roadway Excavation shall consist of the excavation and the utilization or satisfactory disposal, of all materials necessary for the construction of the roadway, side ditches, etc., within the limits of the roadway right of way as show in the plans.

3.0.2. BORROW EXCAVATION

A. Borrow Excavation shall consist of the excavation and satisfactory utilization of material from authorized borrow pits. It shall include only material that is suitable for the construction of roadway embankments or of other work of constructing embankment covered by the contract and unsuitable material in borrow areas furnished by the City, which must be excavated as determined by the Engineer, in order to obtain the suitable material.

3.0.3. LATERAL DITCH EXCAVATION

A. Lateral ditches shall include inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right of way, as shown in the plans. Unless otherwise shown in the plans all excavation in that portion of lateral ditches beyond the limits of the roadway right of way, including the sections where dressing is required as provided in 120-11.1, shall be classified as Lateral Ditch Excavation.

3.0.4. SUBSOIL EXCAVATION

A. Where muck, rock, clay or other material within the limits of the roadway is unsuitable in its original position, the Contractor shall excavate such material to the cross sections shown in the plans or indicated by the Engineer, and shall backfill with suitable material, which shall be shaped to conform to the required cross sections. Where the removal of plastic soils below the finished earthwork grade is required, a construction tolerance from the lines shown in the plans as the removal limits, of plus or minus 0.2 foot in depth and plus or minus six inches (each side) in width will be allowed.

3.0.5. TRENCH EXCAVATION

A. General

1. Design, Provide, and maintain shoring, sheeting and bracing as necessary to support the side of excavations and to prevent detrimental settlement and lateral movement of existing facilities, adjacent property, and completed work.

B. Trench Excavation Plan: Prepare Trench Excavation Plan addressing the following topics:

1. Details or shoring, sloping, or other provisions for worker protection from hazards of caving ground.

2. Design assumptions and calculations.

3. Methods and sequencing of installing excavation support.

4. Proposed locations of stockpiled excavated material.

5. Minimum lateral distance from the crest of slopes for vehicles and stockpiled excavated materials.

6. Anticipated difficulties and proposed resolutions.

C. Removal of Excavation Support

1. Remove excavation support in a manner that will maintain support as excavation is backfilled or leave voids of backfill.

2. Do not begin to remove excavation support until support can be removed without damage to existing facilities, completed work, or adjacent property.

D. Trenches

1. For trench exceeding 5 feet in depth, provide adequate safety system meeting requirements of applicable state and local construction safety order, and federal requirements.

3.0.6. DEWATERING SYSTEMS

A. Any water which accumulates in the excavations for structures shall be removed promptly by means satisfactory to the Engineer of Record in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Pumps and engines for dewatering systems shall be operated with mufflers and at a minimum noise level suitable to a residential area. The Contractor shall be responsible for any nuisance created due to the disposal of the water from his drainage system.
B. Where applicable, the Contractor shall be required to obtain all necessary permits approving the location and proposed method of disposal before discharging water from any excavation into any portion of the public right-of-way or into any existing drainage structure or facility.

3.0.7. STOCKPILING EXCAVATED MATERIAL

C. Stockpile excavated material that is suitable for use as fill or backfill until material is needed.

D. Post signs indicating proposed use of material stockpiled. Post signs that are readable from all directions of approach to each stockpile. Signs should be clearly worded and readable by equipment operators from their normal seated position.

E. Confine stockpiles to within easements, right-of-way, and approved work areas. Do not obstruct road or streets.

F. Do not stockpile excavated material adjacent to trenches and other excavations unless excavation side-slopes and excavation support systems are designed, constructed, and maintained for stockpile loads.

G. Do not stockpile excavated materials near or over existing facilities, adjacent property, or completed work, if weight of stockpiled material could induce excessive settlement.

H. Disposal of Spoil

3.0.8. DISPOSAL OF SURPLUS AND UNSUITABLE MATERIAL

A. Ownership of Excavated Materials

2. Owner of all suitable excavated material shall remain in the City until the final job requirements for fill or backfill materials have been fulfilled. Unless otherwise provided by the plans or special provisions, any surplus materials then remaining and not needed for job requirements shall become the property of the Contractor and are to be disposed of by him/her, outside the right of way, to the satisfaction of the Engineer.

3. In urban or other areas where temporary storage of apparent excess suitable materials within the right of way may be impracticable, the Contractor may stockpile the materials outside the right of way in areas provided by him/her. Until stock materials are needed in the job or are declared surplus. With the written approval of the Engineer, the Contractor may dispose of such apparent excess material with the

stipulation that he shall replace any portion of the disposed material required to fulfill the actual job requirements, with equally suitable material, at his own expenses.

4. No extra compensation will be allowed for any re-handling involved under the provisions of this Sub-article.

B. General Requirements for Disposal: Excavated muck or other materials unsuitable for the roadway construction shall be disposed of as shown in the plans or, if the plans do not indicate the disposal, the materials shall become the property of the Contractor and shall be disposed of by him/her outside the right of way.

C. Disposal of Muck on Side Slopes: As an exception to the provisions of 120-5.2 when approved by the Engineer, in rural undeveloped areas muck (A-8 material) may be placed on the slopes, or may be stored alongside the roadway, provided there shall be a clear distance of at least six feet between the roadway grading limits and the muck, and the muck shall be so dressed as to present a reasonably neat appearance. In addition, disposal of this material by placing on the slopes may also be permitted in developed areas where, in the opinion of the Engineer, this will result in an esthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where muck or other unsuitable material is permitted to be disposed of inside the right of way limits, such material shall not be placed such as to impede the inflow or outfall of any channel or of side ditches. The Engineer shall determine the limits adjacent to channels within which such materials shall no be placed.

D. Disposal of Paving Materials: Unless otherwise indicated in the plans, paving materials excavated in the removal of existing pavements, such as paving brick, asphalt block, concrete slab, lime-rock, sidewalk, curb and gutter, etc., shall become the property of the Contractor and shall be disposed of by him/her outside the right of way. If the materials are to remain the property of the City, they shall be placed in neat piles as directed.

E. Disposal Areas: Where the plans or specifications require the Contractor to dispose of excavated materials outside the right of way, and the disposal area is not indicated in the contract documents, the Contractor shall furnish the disposal area without additional compensation. Areas provided by the Contractor for disposal of removed paving materials shall be out of sight of the project and at least 300 feet from the nearest roadway right of way line of any State-maintained road. The 300-foot limitation will not apply, however, if the materials are buried.

1.0.10 USE OF PUBLIC STREETS

A. Ownership of use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or other excavated material spilled from trucks shall immediately be removed by the Contractor and the streets cleaned to the satisfaction of the governing authority.

B. The City has not made any attempt to define the equipment to be used in transporting the excavated material since this may vary, however, the Contractor shall abide by the following general requirements:

1. Transport vehicles must be of the type(s) approved for this application by the

political jurisdictions involved. General requirements are that the vehicles have watertight bodies that they be properly equipped and fitted with seals and covers to prohibit material spillage or draining, and that they be cleaned as often as is necessary to prevent deposit of material on roadways. Vehicles must be loaded within all legal weight limits and operated safely within all traffic and speed regulations.

2. Access to businesses, schools and homes along the route of the work must be provided by the Contractor at all times.

3. Where traffic will pass over backfilled trenches before they are paved, the top of the trench shall be maintained with temporary asphalt that will allow normal vehicular traffic to pass over.

END OF SECTION

02230 CLEARING AND GRUBBING

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. Unless otherwise shown in the plans, Standard Clearing and Grubbing shall be done within the following areas:

1. All areas where excavation is to be done, including borrow pits, lateral ditches, right of way ditches, etc.

2. All areas where roadway embankments will be constructed.

3. All areas where structures will be constructed, including pipe culverts and other pipelines.

4. Any other areas specifically called for on the plans to be cleared and grubbed.

1.0.2. DEFINITIONS

A. Clearing shall consist of the cutting, removal and satisfactory disposal of all trees, stumps, brush, shrubs, rubbish and any other objectional material within the designated areas.

B. Grubbing shall consist of the removal and disposal of all stumps larger than 1-1/2 inches in diameter and other objectional material to a depth of at least 12 inches below the ground surface.

1.0.3. QUALITY ASSURANCE

A. In the course of the work, it may become to remove trees if they interfere with the work. Dade County and various municipalities have ordinances regulating the removal, relocation and pruning of trees in the public right-of-way, these ordinances shall be strictly adhered to. The Contractor shall obtain a permit from Dade County and/or other regulatory agencies having jurisdiction over the work area before removing, relocating and/or pruning any tree. The Contractor shall comply with all requirements and conditions of the permit.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.0.1. CLEARING AND GRUBBING

A. The Contractor shall remove and replace, where required all existing shrubbery, trees, grass, sprinklers, fences, signs, mailboxes, structures, roadways, sidewalks, curbs and similar items or structures in the way of all excavation necessary for the construction of the project.

B. Where pavements or sidewalks are cut, they shall be cut by means of a mechanical pavement saw to form true and straight edges. Where such cutting is for the purpose of pipeline installation, saw cutting shall be either parallel or at right angles with the centerline of the pipe.

C. To protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction, prior to proceeding with any work in the vicinity.

3.0.2. DEPTHS OF REMOVAL OF ROOTS, STUMPS AND OTHER DEBRIS

A. In all areas where excavation is to be done and where the excavated material is to be used in the construction of roadway embankment or roadway base or pavement; also in all areas where roadway embankment will be constructed; roots and other debris shall be removed to a depth of at least one foot below the ground surface. The surface shall then be plowed to a depth of at least six inches and all roots thereby exposed shall be removed to a depth of at least one foot. All stumps within the roadway right of way shall be completely removed and disposed of by the Contractor.

B. Where excavation is done within the roadway area and where excavation for structures is done, all roots, etc., protruding trough or appearing on the surface of the completed excavation shall be removed to a depth of at least one foot below the excavation surface.

C. In borrow pits, material pits and lateral ditches, all stumps, roots, etc., protruding through or appearing on the surface of the completed exaction shall be removed or cut off below the finished excavation surface.

D. In borrow and material pits no clearing or grubbing shall be done to within three feet inside the right of way line.

E. Within all other areas where Standard Clearing and Grubbing is to be done, roots and other debris, projecting through or appearing on the surface of the original ground, shall be removed to a depth of one foot below the surface, but no plowing and harrowing will be required in these areas.

3.0.3. TREES TO REMAIN

A. As an exception to the above provisions, where so directed by the Engineer, desirable trees within the roadway and project site area shall be trimmed, protected and left standing. Branches of trees extending over the area occupied by the roadway shall be trimmed as directed, to give a clear height of 16 feet above the roadway.

3.0.4. BOULDERS

A. Any boulders encountered in the roadway excavation, or found on the surface of the ground, shall be removed and placed in neat piles inside the right of way and adjacent to the right of way line.

3.0.5. SELECTIVE CLEARING AND RUBBING

A. Selective Clearing and Grubbing shall consist of removing and disposing of all vegetation, obstructions, etc., as provided above except that, where the Contractor so elects roots, etc., may be cut off flush with the ground surface. Stumps shall be completely removed and disposed of by the Contractor. Undergrowth shall be entirely removed except in specific areas designated by the Engineer to remain for aesthetic purposes. Desirable trees shall be trimmed, protected and left standing, with the exception of such trees as the Engineer may designate to be removed in order to facilitate right of way maintenance. Undesirable or damage trees (as so designated by the Engineer), shall be removed. Selective Clearing and Grubbing shall be done only in areas so designated in the plans.

3.0.6. PROTECTION OF ADJACENT AREAS

A. The Contractor shall protect areas shown on the drawings or designated by the Engineer of Record to remain protected from damage by construction operations by erecting suitable barriers of other acceptable means.

B. Property obstructions which are to remain in place, such as buildings, sewers, drains, water or gas pipes, conduits, poles, walls, posts, bridges, etc., are to be carefully protected from damage and are not to be displaced.

3.0.7. DISPOSAL

A. All roots, vegetation and other refuse removed from the site during clearing and/or grubbing operations shall be legally disposed of by the Contractor. Where required, the Contractor shall obtain a permit from Miami-Dade County and/or other regulatory agencies having jurisdiction over the work area before burning any material on the site.

END OF SECTION

02314 EXCAVATION, BACKFILL AND FILL FOR STRUCTURAL FACILITY AND UTILITY SYSTEMS

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. The work included under this Section consists of furnishing material and equipment, and performing all labor necessary for excavating, backfilling, filling and compaction of areas to be occupied by facilities or utility systems to be constructed.

B. Plan For Excavation: Prior to commencing the excavation, the Contractor shall submit a plan of his proposed operations to the Engineer of Record for approval. The Contractor shall consider, and his plan for excavation shall reflect, existing utilities that are to remain, the equipment and methods to be employed in the excavation.

1.0.2. QUALITY ASSURANCE

A. All excavations shall conform with South Florida Building Codes, the State of Florida Trench Safety Act, OSHA requirements and the provisions herein. Excavations shall be executed in accordance with all applicable requirements of Section 01016, including notification of Sunshine State One-Call Center (1-800-432-4770) 48 hours prior to any excavation.

B. Work shall be performed in accordance with Contract Documents, Drawings, and/or City of Opa-Locka Public Works Manual Specifications and Standard Details, in a neat and accurate manner. It is the intent of the City to obtain a complete and working installation according to these Specifications, and any items of labor, equipment, or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the project plans or stated herein.

C. Asphalt Acceptance Standards: The following minimum defects identified by the City or designee must be covered by warranty (but not limited to):

1. Sunken pavement patches greater than or equal to one-quarter (¼) inch (measured by a twelve (12) foot straight edge).

2. Surface raveling or oxidation due to deficiencies with the asphalt material.

3. Poor workmanship.

4. Inadequate compaction per Standards and Specifications.

PART 2 – PRODUCTS

2.0.1. BACKFILL MATERIAL

A. Except where a 1:10 cement/sand or flowable fill concrete mix is required, granular soil backfill materials shall be utilized. Suitable backfill material shall be clean, shall not be expansive nor have high organic content, shall be free of clay, marl, unstable materials, debris, lumps and clods, and shall meet the following requirements.

1. Maximum Liquid Limit shall not exceed 12 as determined by ASTM D4318.

2. Maximum Plasticity Index shall not exceed 35 as determined by ASTM D4318.

3. Not more than 10 percent of weight shall be finer than 74-micron (No. 200) U.S. Standard Sieve.

B. Backfill material containing limerock shall have sufficient sand to fill the voids in the limerock. No stones or rocks larger than 6-inches in diameter will be permitted in any backfill.

C. Debris, broken paving, or broken concrete shall not be used.

D. Material for backfill may be material resulting from excavation, only if it meets the above mentioned requirements, or if suitable in the opinion of the City or designee. If sufficient suitable backfill material, including select backfill material, is not available from the site, additional material shall be furnished.

2.0.2. SELECT BACKFILL

A. Select backfill material specified herein shall meet all the general requirements for backfill material set forth in 2.01, and in addition, shall be free of any rocks or stones larger than 2 inches in diameter. Select backfill material may be material resulting from trench excavation, if suitable in the opinion of the City or designee, carefully selected to comply with these requirements.

1. Trenches remaining open to facilitate the repair of existing underground utilities damaged by the Contractor during excavation shall not be deemed a portion of the allowable 600 feet of open trench, unless otherwise decided by the Engineer, at his discretion.

2. **Backfilling and compaction shall be kept up with the rate of pipe laying. Backfill consisting of the specified material shall be placed and properly compacted, to the degree specified hereinafter. Unless otherwise ordered or approved by the Engineer, in writing, no temporary fill, refill, or uncompacted fill shall be installed. Under no circumstances shall backfill material other than that specified or an approved equal be installed. Backfill shall be placed and compacted immediately after installation of piping.**

3. Where existing paving is damaged or removed, temporary paving, as specified hereinafter shall be placed the same day as the ditch backfill and compaction and it shall be replaced with permanent paving within thirty (30) days, to the limits shown in the City's Standard Details or directed by the Engineer.

4. Backfilling and compaction of trenches will not be allowed until the work has been inspected by the Engineer, and the Engineer indicates that backfilling and compaction may proceed. Any work covered up or concealed without the knowledge or consent of the Engineer may be required to be uncovered or exposed at no cost to the City.

5. The Contractor shall backfill and compact all trenches and other excavations made in the process of installing the pipe. The cost of all backfilling and compaction shall be included in the price bid under the various Items. The Contractor shall maintain the surface of the backfill free from major irregularities and potholes. Backfill to a point at least one (1) foot above the pipe shall be select backfill material not exceeding two (2) inches in diameter. Above this point, backfill shall be of material not exceeding six (6) inches in diameter.

6. Backfilling and compacting of material under and around the pipe and to one (1) foot above the crown shall be in layers not exceeding six (6) inches in thickness. Each layer shall be thoroughly compacted to at least 98 percent of maximum density as determined by AASHTO Standard No T-180-74, "Moisture-Density Relations of Soils using a 10-lb. (4.54 Kg.) Rammer and an 18 in. (457 mm) Drop." The material in the ditch may be compacted by either hand tamper or a mechanized power tamper, provided the results obtained meet the continued approval of the Engineer.

7. Backfilling and compacting of material lying above a point one (1) foot above the crown of the pipe and below the pavement base or the surface of the ground if out of pavement shall be accomplished in layers not exceeding six (6) inches in thickness. Each layer shall be thoroughly compacted with a powered hand tamper or a mechanized power tamper to at least 98 percent of maximum density as determined by AASHTO Specification T-180-74 or such greater density as may be required by the governing authority over the area in which the work is performed.

8. A testing laboratory, designated by the City, will make periodic field tests to determine the density being obtained in each lift, or layer, of the backfill. The City will pay the cost for each test that indicates that the density obtained in the backfill meets or exceeds the specified percentage. Contractor shall pay the cost for each test that indicates that the density obtained in the backfill is insufficient and does not meet the specified percentage. When compacted backfill fails to meet the specified percentage of maximum density as shown by test results, it shall be reworked and recompacted in a manner approved by the Engineer, and then retested. The reworking, recompacting and retesting of the backfill shall be repeated as many times as may be necessary to obtain compacted backfill with density meeting or exceeding the specified percentage as indicated by test results. The Contractor shall exercise proper care to ensure that no pipe will be broken or displaced through the use of the type of mechanical compacting equipment he selects. Water shall be added as required to obtain optimum moisture to facilitate

compaction, but ponding or inundation of backfill will not be permitted. These ponding limitations shall not prohibit backfill in a wet trench up to the level of the natural water table if the "Alternate Method of Construction" is utilized. See Section 02220 “Excavation – General”.

9. Backfill and compaction shall be kept up with the rate of pipe laying. The backfill up to the spring line of the pipe shall be placed and compacted as soon as practical after the laying of the pipe.

10. On parts of the line where ground water level may be high enough to float the pipe, the placing of the backfill and the rate of pumping the trench shall be so controlled as to prevent the pipe from floating or moving from the line and grade shown on the Plans.

11. In the event that sufficient suitable material is not available at any point to properly backfill the trench, the Contractor shall transport suitable material from points of the line where such material is available or shall otherwise furnish suitable material at no additional cost to the City.

12. Suitable material in excess of all backfill requirements shall be removed from the work and disposed of by the Contractor. The cost for removal shall be included in the overall Project cost bid.

13. Where cuts have been made through unpaved, stabilized rock roadways, driveways and parkways, surface restoration shall consist of 3 inches of compacted limerock overlaid by 3 inches of gravel or graded and washed rock with a maximum diameter of 1/2-inch except as otherwise directed by the Engineer. The rock shall be installed over the entire width of the disturbed area and shall closely match the existing rock at each location. Several grades of rock may be required to attain this end, but it is not anticipated that more than one grade will have to be used at any one location. The cost for replacement of gravel or rock stabilized driveways and roadways shall be included in the overall Project cost bid unless a specific Bid Item is established in the Quotation.

14. Backfill material shall consist of the suitable excavated material being stored for this purpose. Backfill material placed within one (1) foot of piping and appurtenances shall not contain any stones or rocks larger than two (2) inches in diameter, and no stones or rocks larger than 6 inches in diameter will be permitted in any backfill. Backfill material containing mangrove muck or other unsuitable materials shall not be used.

15. During the backfilling operation, care shall be taken to preserve the alignment and gradient of the installed pipe.

2.0.3. SUITABLE BACKFILL

A. Suitable backfill material shall be clean and free from all organic material, clay, marl or unstable materials, debris, lumps, broken paving, or other deleterious material. No rocks or stones larger than 3½ inches in diameter shall be allowed in any suitable

backfill. Material for backfill may be material resulting from excavation, if suitable in the opinion of the City or designee.

2.0.4. STRUCTURAL FILL

A. Structural fill shall consist of an inorganic, non-plastic, granular soil containing less than 10% material passing the No. 200 mesh sieve (relatively clean sand or crushed limerock with a 2 inches max. particle size) with a Unified Soil Classification of GP, GW, SP, SPGM, SW-SM or SP-SM.

2.0.5. UNSUITABLE FILL AND BACKFILL MATERIAL

A. Unsuitable fill and unsuitable backfill material shall be all material not meeting the definition of Structural Fill, Suitable Backfill, or Select Fill and cannot be amended or blended in the field to meet the standard of one of these fills. Unsuitable Fill material may contain deleterious material including but are not limited to: cherty or other extremely hard pieces, lumps, balls or pockets of sand or clay size material, organic matter, muck, loose sand, loose free shells, corals or skeletal remain of other marine invertebrates retained on the No. 4 sieve, or water sensitive clay minerals.

2.0.6. BEDDING MATERIAL

A. Pipe bedding material shall be accordance with the Culvert Pipe Manufacturer's Standard Details, firstly, and FDOT if not specified.

B. Bedding may be select backfill material, as specified above, if approved by the City or designee.

C. No. 57 stone may be used for bedding of piping (except for copper pipe) and/or manholes as shown on the Standard Details.

D. Sand for bedding shall be dry screened. Sand shall be graded sand with 100% passing a ⅜ inch sieve and not more than 5% passing a No. 200 sieve.

E. Limerock screenings, sand or other fine material shall not be used for bedding.

F. All pipe bedding material shall be new, unless otherwise approved by the City or designee. Existing pipe bedding material may not be used.

2.0.7. NO 57. STONE

A. No 57 stone shall be crushed stone (or drain field limerock). Crushed stone shall consist of hard, durable, sub-angular particles of proper size and gradation, and shall be free from organic material, wood, trash, sand, loam, clay, excess fines, and other deleterious materials. The stone shall conform to the requirements of ASTM C 33, Size No. 57 (3/4- inch rock) and be graded within the following limits:

Sieve size	Percent Finer by Weight
1-½ inch	100
1 inch	95 to 100
½ inch	25 to 60
No. 4	0 to 10
No. 8	0 to 5

2.0.8. BALLAST ROCK

A. Ballast rock shall be composed of hard, durable, sound pieces having a specific gravity of not less than 2.65. It shall be crushed rock conforming to the following gradation:

Sieve size	Percent Finer by Weight
1-½ inch	100
¾ inch	30 to 75
½ inch	15 to 55
¼ inch	0 to 5
No. 8	0 to 5

2.0.9. SEPARATOR GEOTEXTILE

A. If required by Geotechnical Report, roadways shall be demucked or stabilized with a separator geotextile in accordance with the Geotechnical Report.

B. Laboratory analysis shall be completed, and all material to be used in the construction of the road shall be approved by the City or designee prior to placement.

C. Separator geotextile shall be made from woven fabric, meeting the physical requirements of FDOT Specifications Section 985 and placed as per manufacturer's Specifications or as directed by the City or designee. At a minimum, separator geotextile shall have 1 foot overlap, and upslope segments must overlap on top of down slope segments.

D. Follow the manufacturer's recommendations regarding protection from direct sunlight. At the time of installation, the City or designee will reject the material if it has defects, tears, punctures, flaws, deterioration, or other damage. However, if approved by the City or designee, the Contractor may repair torn or punctured sections by placing a patch over the damaged area following manufacturer's recommendation. The Contractor shall replace or repair any rejected geosynthetic at no additional expense to the City.

E. Repair existing or newly installed separator geotextile by a patch consisting of the same material as the reinforcement separator geotextile over the damaged area. Overlap the undamaged reinforcement separator geosynthetic with the patch a minimum of 5 feet in all directions. Replacement of existing separator geotextile

material shall be of similar or better quality and shall meet the requirements as provided in FDOT Specifications, Section 985.

2.0.10. STEEL – REINFORCING

A. Bar reinforcement for concrete structures shall conform to the requirements of ASTM A615, "Deformed and Plain Billet-Steel Bars for Concrete Reinforcement," Grade 60, Deformed, except that Steel manufactured by the Bessemer Process will not be accepted. Wire mesh reinforcing for concrete structures shall be welded wire fabric meeting the requirements of ASTM A185 "Steel Welded Wire Fabric, Plain, for Concrete Reinforcement."

B. The Contractor shall furnish the Engineer with the manufacturer's test certificates showing the Steel to meet the above requirements, in addition to which the Engineer may take representative samples from the material on the job and have them tested by an independent testing laboratory.

C. Completely detailed shop drawings and bending schedules shall be submitted by the Contractor for the approval of the Engineer. Such approval shall be obtained before the bars are cut and bent.

2.0.11. STEEL – SHEET PILING

A. Steel sheet piling shall conform to the requirements of ASTM A572 "High-Strength Low-Alloy Columbium-Vanadium Steels of Structural Quality," (AASHTO No. M223) or ASTM A328 "Steel Sheet Piling."

B. The Contractor will be responsible for design and selection. Structural plans for the sheet steel piling installation and the calculations for the required Section Modulus and the Sheet Piling Designation shall be prepared by a registered professional engineer licensed to practice in the State of Florida. Sealed plans shall be submitted to the Engineer for approval prior to installation of the piling system.

C. Structural steel shall meet the requirements of ASTM A36 "Structural Steel."

D. Whenever shoring is required, locate the system to clear permanent construction and to permit forming and finishing of concrete surfaces. Provide shoring system adequately anchored and braced to resist earth and hydrostatic pressures. Shoring system adequately anchored and braced to resist earth on which the support or stability of existing structures is dependent must be left in place at completion of work. Maintain bracing until structural elements are supported by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

PART 3 – EXECUTION

3.0.1. PREPARATION

A. The Contractor shall remove and replace, where required, all existing shrubbery, trees, grass, sprinklers, fences, signs, mail boxes, guard rails, structures, roadways, sidewalks, curbs and similar items or structures in the way of the culvert and shall

make all excavation necessary for the construction of the culvert, to the lines and grades shown on the Plans. Weeded areas shall be restored as specified in Section 02900 “Landscaping”, Care of Trees, Shrubs and Grass. Where pavements or sidewalks are cut, they shall be cut by means of a mechanical pavement saw to form true and straight edges which shall in general be either parallel or at right angles with the centerline of the culvert. Unless specific bid items are provided in the Quotation form, the cost of removing and replacing any plantings or existing structures shall be included in the price bid. In order to protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such defective pavement exists prior to proceeding with any work in the vicinity. A copy of all such notices shall be forwarded to the Engineer.

B. Clearing: The construction site shall be cleared of all obstructions and vegetation, including large roots and undergrowth, within 5 feet of the lines of excavation, in accordance with Section 02230 “Clearing and Grubbing”. All debris created by this clearing operation shall be hauled from the site and disposed of by the Contractor.

1. All cleared materials shall be promptly removed from the work area and disposed of in an area provided by the Contractor, at no additional cost to the City. Accumulation of debris or stockpiling along the route of the work will not be allowed.

C. Removals: Complete all removals within the lines of excavation prior to beginning excavation. Where required, all existing shrubbery, trees, grass, sprinklers, fences signs, mailboxes, structures, sidewalks, curbs, utility poles, or structures subject to damage resulting from the excavation should be transplanted, relocated, braced, shored, or otherwise protected and preserved.

3.0.2. EXCAVATION

A. Excavation shall be conducted in accordance with FDOT Specifications, Section 120.

B. Where rock, clay, or other material within the limits of the roadway is unsuitable in its original position, the Contractor shall excavate such material to the cross sections shown in the Plans or indicated by the City or designee, and shall backfill with suitable material, which shall be shaped to conform to the required cross sections. Where the removal of plastic soils below the finished earthwork grade is required, a construction tolerance from the lines shown in the Plans as the removal limits as defined by the Geotechnical Engineer of plus or minus 0.2 feet in depth and plus or minus six (6) inches each side in width will be allowed.

C. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the dimensions and depths shown on the approved plans, but in all cases as required for construction, and as specified herein. All excavations shall be made by open cut. All existing utilities such as pipes, poles, and structures shall be carefully located, supported, and protected from injury; in case of damage, they shall be restored at the Contractor’s expense.

D. When the walls of the excavations are to be kept vertical and in order to protect the safety of workmen, the general public, this or other work or structures, or excavation walls, or pipe installation including materials encountered in the excavation which have a tendency to slough or flow into the excavation, undermine the banks, weaken the overlying strata, or are otherwise rendered unstable by the excavation operation shall be retained by steel sheeting, stabilization, grouting or approved methods. Said methods shall comply with the Trench Safety Act (TSA). Sheeting and shoring or other approved method shall be designed by a Professional Engineer licensed to practice in the State of Florida.

E. For structures, the Contractor shall maintain the bottom of the excavation firm and dry and maintain an elevation of the water one (1) foot below the concrete to be placed, by use of pumps, tremie or other acceptable method.

F. Pipe trench excavation shall be in accordance with the appropriate Standard Detail in the Miami-Dade County Public Works Manual or FDOT.

G. The Contractor shall excavate pipe trenches to a minimum of 6 inches below the outside bottom of the proposed pipe barrel to provide for the installation of the bedding material.

H. Not more than 100 feet of trench shall be opened ahead of pipe laying operations at one time unless a greater length of open trench is approved by the Engineer.

I. If, in the opinion of the Engineer, the soil at that depth is unsatisfactory as foundation material because it contains marl, muck, organic matter, or other unsuitable material, the excavation shall be continued two (2) feet deeper, except if a suitable foundation material is exposed at a lesser depth, further excavation will not be required. The cost of this extra excavation, and backfilling with select backfill material, shall be included in the price for pipe laying and no additional payment will be made for this work.

J. If the soil is still unsuitable after the additional excavation as prescribed above, and the Engineer authorizes "Overcut," the trench bottom shall be excavated further in one (1) foot increments and paid for as "Trench Overcut." See below 3.0.6. "Trench Overcut.

K. Trench widths, when measured at a point 12 inches above the top of the pipe, shall provide a 12 inch maximum clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used. Minimum trench width shall provide at least 6 inch clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used.

   For excavations five (5) feet deep or less, sheeting and shoring shall be installed where necessary to control trench width, protect the workmen and the general public, and prevent damage to this or adjacent work, or structures. When an excavation is in excess of five (5) feet deep, the Contractor shall comply with the provisions of Florida Statutes Chapter 553, Part III, "Trench Safety Act." Method(s) of compliance used shall protect the workmen and the general public, prevent damage to this or adjacent

work, structures, utilities, pavements, sidewalks, curbs, gutters and similar improvements both public and private, and provide for proper maintenance of traffic. The trench width may vary to accomplish this and to comply with the provisions of Florida Statutes Chapter 553, Part III, "Trench Safety Act," but only from a point one (1) foot above the top of the pipe.

L. For trench exceeding 5 feet in depth, provide adequate safety system meeting requirements of applicable Local, State, and Federal requirements.

M. In areas where trench widths are not limited by right-of-way or easement widths, property line restrictions, existing adjacent improvements including pavements, structures, and other utilities, and maintenance of traffic, the trench sides may be sloped to a suitable angle of repose of the excavated material.

N. In areas where trench widths are not limited by site constraints the trench sides may be sloped to a stable angle of repose of the excavated material but only from a point one foot above the crown of the pipe. A substantially and safely constructed movable shield, "box" or "mule" may be used in place of sheeting when the trench is opened immediately ahead of the shield and closed immediately behind the shield as pipe laying proceeds inside the shield.

O. Ladders or steps shall be provided for and used by workmen to enter and leave trenches.

P. Excavated material shall be stored and disposed of in such a manner that they will not interfere unduly with traffic on public streets and sidewalks. In congested areas, such materials, cannot be stored adjacent to the trench nor used immediately as backfill, shall be removed to convenient places of storage. If any material is creating a public hazard or other unsafe condition, it shall be removed immediately to a storage area.

Q. Materials suitable for use as backfill be hauled to and used in areas where not enough suitable material is available from the excavation. Suitable material in excess of backfill requirements shall be used on the site as directed by the City or designee, or removed at the Contractor’s expense. Any pockets of organic matter, concrete or other unsuitable material encountered in excavating shall be removed and replaced with material satisfactory to the City.

R. The excavation of walls for forms will not be permitted.

S. The trench wall shall be kept at a stable angle of repose to maintain trench widths within the limits hereinafter specified or shown on the Plans.

T. The trench, when in rock, shall be excavated to a width within the limits of the top of the pipe and the trench bottom so as to provide a clearance on each side of the pipe barrel, measured to the face of the excavation, of 12 inches. Rock or removal in the excavation shall be considered a part of the excavation and as such no additional payment shall be made therefore. Where excavation is in silt, the width of trench bottom shall be pipe O.D. plus two (2) feet with the trench walls being kept at a stable

angle of repose. All pipe trenches shall be excavated to a level at least 12 inches below the outside bottom of the proposed pipe barrel.

U. Where wood sheeting or certain designs of steel sheeting are used, the City may require that the sheeting be cut off at a level two (2) feet above the top of the installed pipe and that portion below that level be left in place. If ordered left in place, sheeting and shoring shall be paid for under the appropriate Quotation Item.

V. If interlocking steel sheeting is used, the City may permit its complete removal in lieu of the cut-off, providing removal can be accomplished without disturbing the bedding, pipe or pipe alignment. Any damage to the pipe bedding, pipe or pipe alignment shall be cause for rejection of the affected portion of the work.

W. A substantially and safely constructed moveable shield or box, as approved by the Engineer, may be used in place of sheeting when the trench is opened immediately behind the shield as pipe laying proceeds inside the shield. All construction in conjunction with using such a shield must be as approved by the Engineer, including excavation, installation of pipe and backfilling and compaction.

X. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the dimensions and depth shown on the Plans, or as directed by the Engineer. All excavations shall be made by open cut. Any existing utilities such as pipes, cables, etc., shall be carefully supported and protected from damage, and in case of damage, they shall be restored at no cost to the City.

Y. Excavation for other piping and appurtenances shall be sufficient to leave at least 12 inches clear between their outer surfaces and the embankment or sheeting that may be used to protect them.

Z. Provide excavation support as necessary to support sides of excavations and prevent detrimental settlement and lateral movement of existing facilities, adjacent property, and completed Work.

AA. Remove excavation support in a manner that will maintain support as excavation is backfilled or leave voids of backfill. Do not begin to remove excavation support until support can be removed without damage to existing facilities, completed Work, or adjacent property.

BB. Materials removed from the trenches shall be stored and disposed of in such a manner that they will not interfere unduly with traffic on public streets and sidewalks and they shall not be placed on private property. In congested areas, such materials as cannot be stored adjacent to the trench or used immediately as backfill shall be removed to convenient places of storage. If any material is creating a public hazard or other unsafe condition, in the opinion of the Engineer, it shall be removed immediately by the Contractor to a storage area.

CC. The Contractor shall temporarily store excavated material suitable for backfill in full compliance with the provisions of the permits. All mud, silt, debris and other material unsuitable for backfilling the trench shall be removed and legally disposed of offsite by the Contractor. The Contractor shall make his own arrangements regarding stock

piling of excavated suitable material and storage and assembly space to properly and safely carry out the construction. Any agreements entered into by the Contractor and property owners shall hold the City harmless. Storage of excavated material shall not cause environmental problems and shall be performed at no additional cost to the City.

DD. Excavation for structures:

1. Clear, as stated above, all existing items or structures in the way of the proposed pipeline or structures and excavate as necessary to the depths and dimensions shown on the plans, but in all cases as necessary for satisfactory installation.

2. Where pavements or sidewalks are cut, they shall be cut by means of a mechanical pavement saw to form true and straight edges which shall, in general, be either parallel or at right angles.

3. In order to protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such defective pavement exists prior to proceeding with any work in the vicinity. A copy of all such notices shall be forwarded to the City.

4. Where interlocking steel sheeting is used, the City may require that the sheeting be cut off at a level two (2) feet above the top of the installed pipe and that portion below the level be left in place.

5. Excavation for manholes and other piping appurtenances shall be sufficient to leave at least two (2) feet clear between their outer surfaces and the embankment or sheeting.

6. If, in the opinion of the Engineer of Record or the City, the soil at that depth is unsatisfactory as foundation material because it contains marl, muck, organic matter, or other unsuitable material, the excavation shall be continued two (2) feet deeper, except if a suitable foundation material is exposed at a lesser depth, further excavation will not be required.

7. When the pipe to be installed in a trench requires the pipe installers to work under and around the pipe, the Contractor may request the City that he be allowed to exceed the 12" maximum clearance, specifying the clear distance desired.

8. The ends of existing mains shall be temporarily capped or plugged to keep them clean and the ends of all mains shall be temporarily anchored to keep the joints from blowing apart from internal pressure until the new mains can be reconnected to them.

9. In addition to specific construction methods specified, the general requirements in subsequent subsections, below, shall apply to the work of this project.

3.0.3. TRENCH STABILIZATION

A. No claim for extras or additional payment will be considered for cost incurred in the stabilization of trench bottoms which are rendered soft or unstable as a result of construction methods, such as improper or inadequate sheeting, or other causes. In no event shall pipe be installed when such conditions exist and the Contractor shall correct such conditions so as to provide proper bedding or foundations for the proposed installation at no additional cost to the City.

3.0.4. SHEETING AND SHORING

A. Contractor shall be solely responsible for the design, installation, and maintenance of shoring, sheeting, and bracing as necessary to support the sides of excavations and to prevent detrimental settlement and lateral movement of existing facilities, adjacent property, and completed Work. Design of shoring or other excavation support shall be provided by a Professional Engineer licensed in the State of Florida. Prior to trench excavation, a Trench Excavation Plan shall be prepared and shall address the following topics.

1. Details of shoring, sloping, or other provisions for worker protection from hazards of caving ground.

2. Design assumptions and calculations.

3. Methods and sequencing of installing excavation support.

4. Proposed locations of stockpiled excavated material.

5. Minimum lateral distance from the crest of slopes for vehicles and stockpiled excavated materials.

6. Anticipated difficulties and proposed resolutions

B. Sheeting and shoring shall be installed where necessary to control trench width, protect the workmen and the general public, and prevent damage to this or adjacent work, or structures.

C. For excavations five (5) feet deep or less, sheeting and shoring shall be installed where necessary to control trench width, protect the workmen and the general public, and prevent damage to this or adjacent work, or structures. When an excavation is in excess of five (5) feet deep, the Contractor shall comply with the provisions of Florida Statutes Chapter 553, Part III, "Trench Safety Act." Method(s) of compliance used shall protect the workmen and the general public, prevent damage to this or adjacent work, structures, utilities, pavements, sidewalks, curbs, gutters and similar improvements both public and private, and provide for proper maintenance of traffic. The trench width may vary to accomplish this and to comply with the provisions of Florida Statutes Chapter 553, Part III, "Trench Safety Act," but only from a point one (1) foot above the top of the pipe.

D. Trench widths, when measured at a point 12 inches above the top of the pipe, shall provide a 12-inch maximum clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used. Minimum trench width shall provide at least 6-inches clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used.

E. Where wood sheeting or certain designs of steel sheeting are used, the City may require that the sheeting be cut of at a level two (2) feet above the top of the installed pipe and that portion below that level be left in place. If ordered left in place, sheeting and shoring shall be paid for under the appropriate Quotation Item.

F. If interlocking steel sheeting is used, the City may permit its complete removal in lieu of the cut-off, providing removal can be accomplished without disturbing the bedding, pipe or pipe alignment. Any damage to the pipe bedding, pipe or pipe alignment shall be cause for rejection of the affected portion of the work.

G. In areas where trench widths are not limited by right-of-way and/or easement widths, property line restrictions, existing adjacent improvements, including pavements, structures and other utilities, and maintenance of traffic, the trench sides may be sloped to a suitable angle of repose of the excavated material, but only from a point one (1) foot above the crown of the pipe.

3.0.5. MOVABLE SHIELD (MULE)

A. A substantially and safely constructed moveable shield or box, as approved by the Engineer, may be used in place of sheeting except where it is specifically called out on the Plans or in the Specifications to install sheeting. When using a shield, the trench is opened immediately ahead of the shield as pipe laying proceeds inside the shield. All construction in conjunction with using such a shield must be as approved by the Engineer, including excavation, installation of pipe, and backfilling and compaction. When a moveable shield or box is used, the installed pipe shall be secured to prevent it from moving when the box is moved.

3.0.6. TRENCH OVERCUT

A. Trench overcut provisions herein shall be used only under direct authorization by the Engineer.

B. If, after excavating the trench to a depth of 2 feet 6 inches below the outside bottom elevation of the proposed pipe barrel, and the soil at that depth is still unsatisfactory as foundation material because it contains marl, muck, organic matter, or other unsuitable material, and the Engineer authorizes overcut, the pipe trench shall be excavated further in one (1) foot increments until either a suitable foundation material is found, or the Contractor is directed by the Engineer to stop trench overcut operation and begin backfilling. In no case will trench overcut be more than 6 feet in depth, i.e., to a point 8 feet 6 inches below the bottom of the pipe.

C. Selected backfill, as defined in 2.0.1. “Materials” shall then be compacted in 6-inch layers up to the bottom of the proposed 6 inches of pipe bedding.

3.0.7. DEWATERING

A. It is a basic requirement of these Specifications that excavation shall be free from water before pipe or structures are installed. The Contractor shall refer to 3.0.12. "Alternate Method of Construction" below.

3.0.8. TRENCH RESTORATION

A. Trench restoration shall be per the applicable of Miami Dade County Standard Details, firstly, and FDOT if not specified.

B. Mill and resurface minimum 1 inch in accordance with the restoration limits in Part 1 or as directed by the City of Opa-Locka Public Works Department. Prior to placing pavement, City Public Works inspection is required. If milled section crosses a pedestrian path or temporary pedestrian path/detour, an asphalt apron must be provided at transitions with all adjacent surfaces within the pedestrian crossing.

C. Where cuts have been made through unpaved, stabilized rock roadways, driveways and parkways, surface restoration shall consist of 3 inches of compacted limerock overlaid by 3 inches of gravel or graded and washed rock with a maximum diameter of ½ inch, except as otherwise directed by the City or designee. The rock shall be installed over the entire width of the disturbed area and shall closely match the existing rock at each location. Several grades of rock may be required to attain this end, but it is not anticipated that more than one grade will have to be used at any one location.

3.0.9. TEMPORARY PAVEMENT

A. Temporary paving will be required along the entire route where the original paved surface is removed. Unless otherwise approved by the City or designee, temporary paving shall be placed the same day the trench is backfilled. The trench shall be backfilled up to a level 1 inch below the existing pavement surface and a temporary, cold mixed sand/asphalt pavement shall be constructed up to the level of the existing pavement surface. The liquid asphalt shall be Grade RC-70, conforming to the requirements of FDOT Specifications, Section 916-2. The sand shall conform to the requirements of FDOT Specifications, Section 902 for fine aggregate.

B. The cold mix is to be installed one block at a time, not crossing any intersection, or a maximum of 1,200 feet shall be completed before the Contractor may move forward with This excavation Work. Backfill, compaction and temporary paving is to keep pace with the pipe installation. Written permission must be obtained from the City of Opa-Locka Public Works Department to allow lengths greater than 1,200 feet. At the sole discretion of the City of Opa-Locka Public Works Department, the allowable limits in the permit may be reduced due to unforeseen right-of-way conditions.

C. The temporary pavement shall be maintained by the Contractor in a condition satisfactory to the City or designee until its removal. Removal shall include any surplus

backfill material. Replacement of the temporary pavement with permanent pavement shall be made within 30 days. In replacing the temporary paving with permanent pavement, all Work shall be completed in sections compatible with specified traffic maintenance procedures.

D. The Contractor may elect to install a suitable temporary hot mix asphaltic pavement to be left in-place, in lieu of cold mix, when the hot mix asphalt is left in-place and installed over properly compacted limerock base course. This temporary pavement shall be incorporated into the specified permanent pavement restoration as part of paving restoration.

E. Sand seal on the limerock base course will not be permitted in lieu of temporary paving.

F. Unless otherwise approved by the City or designee, temporary paving shall be placed within twenty-four (24) hours following the completion of backfilling.

G. If temporary asphalt is utilized, it shall be removed prior to placement of final asphalt surface.

H. Temporary restoration requires field approval by City of Opa-Locka Public Works Department Field Inspector

3.0.10. STOCKPILED MATERIALS

A. Stockpile excavated material that is suitable for use as fill or backfill until material is needed.

B. Material suitable for backfill and not needed for backfill at the structure shall be stockpiled and later moved where needed.

C. Materials shall be stored and in such a manner that will not interfere unduly with City operations, traffic at the site, traffic on public roadways, or sidewalks and shall not be placed on private property. In congested areas, such materials that cannot be stored adjacent to the trench or used immediately as backfill shall be removed to other convenient places of storage acceptable to the City or designee at the Contractor's expense.

D. Post signs indicating proposed use of material stockpiled. Post signs that are readable from all directions of approach to each stockpile. Signs should be clearly worded and readable by equipment operators from their normal seated position.

E. Confine stockpiles to within easements, right-of-way, and approved Work areas. Do not obstruct road or streets.

F. Do not stockpile excavated material adjacent to trenches and other excavations unless excavation side-slopes and excavation support systems are designed, constructed, and maintained for stockpile loads.

G. Do not stockpile excavated materials near or over existing facilities, adjacent property, or completed Work if weight of stockpiled material could induce excessive settlement.

H. Do not place stockpiles within 50 feet of inlets, streams, wetlands, bodies of water, etc. unless permitted by the City or designee.

I. Stockpile side slopes shall be no steeper than 3 horizontal : 1 vertical unless approved by the City or designee. Top of stockpile shall have a minimum slope of no less than 5% to promote positive drainage.

J. Provide perimeter erosion control measures around stockpiles, located no closer than 5- feet from toe of slope, and stabilized stockpile surface with temporary seeding or other measures if stockpile will remain inactive for more than seven (7) days.

3.0.11. BACKFILL

A. Place and compact granular bedding and fill over pipelines and conduits. Density tests for determination of the specified compaction shall be made by a testing laboratory approved by the City or designee. Testing of compacted fill materials is required in accordance with these Specifications. If results of tests taken during the progress of the Work indicate compacted materials do not meet specified requirements, such defective Work will be removed, replaced, and re-tested as directed by the City or designee and at the Contractor's sole expense. Compacted fill is to be tested before proceeding with the placement of surface materials.

B. Backfilling of pipe trenches will not be allowed until the Work has been approved by the City or designee, pressure tested if required, and the City or designee indicates that backfilling may proceed. Any Work which is covered or concealed without the knowledge and consent of the City or designee shall be uncovered or exposed for inspection. Partial backfill may be made to help restrain the pipe during pressure testing, if previously authorized by the City or designee.

C. The Contractor shall backfill all trenches and other excavations made in the process of installing the culvert. The Contractor shall maintain the surface of the backfill free from major irregularities and potholes.

D. The Contractor shall maintain trenches free of debris, wood, rocks over 2 inches in diameter, and water.

E. Backfill shall be in accordance with the Culvert Pipe Manufacturer's Standard Details, firstly, and FDOT if not specified. Material shall be placed in maximum 6-inch layers. Each layer shall be thoroughly compacted to at least 98% of maximum density as defined by AASHTO Specifications T-180. The material in the ditch may be compacted by either hand tamper or a mechanized power tamper, provided the results meet the

requirements and are approved by the City or designee. Care shall be taken to preserve the alignment and gradient of the installed pipes.

F. A testing laboratory will make periodic field tests to determine the density being obtained in each lift of backfill. Testing shall be performed at a minimum frequency of one test every 10 feet. When compacted backfill fails to meet the specified percentage of maximum density as shown by test results, it shall be reworked and recompacted, and then retested. The reworking, recompacting, and retesting of the backfill shall be repeated as many times as may be necessary to obtain compacted backfill with density meeting or exceeding the specified percentage as indicated by test results.

G. The Contractor shall exercise proper care to ensure no pipe will be broken or displaced by use of mechanical compacting equipment. Water shall be added as required to obtain optimum moisture content to facilitate compaction but ponding or inundation of backfill will not be permitted.

H. In the event sufficient suitable material is not available at any point to properly backfill the trench, the Contractor shall transport suitable material from points of the line where such material is available or shall otherwise furnish suitable material.

3.0.12. ALTERNATE METHOD OF CONSTRUCTION

A. A combination of conditions in the substrata, water table, method of disposal or regulatory agency requirements may be encountered during the course of the work which makes dewatering impossible, or possible only through the use of unusual methods, the cost of which is excessive. When such conditions are encountered, but only after all reasonable means to dewater the excavation have been employed without success, the Contractor may request permission to employ the following Alternate Method of Construction. The concurrence of the Engineer shall be obtained in writing and shall limit the use of the Alternate Method of Construction to such specific portions of the work as the Engineer shall determine.

B. The requirements set forth in other Sections of these Specifications shall establish the required standards of construction quality for this work. Use of the Alternate Method of Construction described hereinafter shall in no way be construed as relieving the Contractor of his basic responsibility for satisfactory completion of the work.

C. Under no conditions will any additional or increased payments be made to the Contractor for excavation, backfill, sheeting or any cost incurred for work or materials, or any other costs incurred as a result of the use of this alternate method of construction. The unit prices established in the Quotation shall be full payment for the various items of work.

D. Subject to all of the requirements stated herein, including written approval of the Engineer, construction will be permitted in accordance with the following specifications. All requirements of these Specifications shall apply to this construction unless otherwise specifically modified herein.

1. Removal of Water: The installation of pipe and appurtenances under water will be permitted and the dry-trench requirements of Section 6.06 "Removal of Water" will be waived.

2. Excavation: Excavation shall be performed in accordance with 3.0.2. "Excavation."

3. Pipe Bedding:

   a. Pipe bedding shall be placed from 6 inches below the outside bottom of the proposed pipe barrel up to the level of the lower one-third of the pipe barrel for pressure mains.

   b. The bedding material shall be pea rock, or drainfield limerock. Limerock screenings, sand or other fine organic material shall not be used.

   c. The bedding material shall be tamped and graded to provide a proper bedding for the pipe and shall then be shaped to receive the pipe. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fittings.

4. Backfill:

   b. After the pipe is installed, backfilling shall proceed in accordance with the provisions of 2.0.1. “Materials”

   c. Select backfill material shall be used to backfill around the pipe and to a level one (1) foot above the crown of the pipe.

   d. Under no circumstances will material other than select backfill or specified pipe bedding material be considered satisfactory for this purpose.

E. If the Alternate Method of Construction is used, all backfill material, including specified pipe bedding material, shall be carefully lifted into the trench and not released to fall freely therein until the bucket or container is at or just above water level. Under no circumstances will backfill material be dumped or pushed into trenches containing water. Below existing water level, and to a point not more than 18 inches above the water level the backfill material shall be carefully placed in uniform layers, of equal depth on each side of the pipe. From a point not more than 18 inches above the water level, and below the pavement base or the surface of the ground, if out of paved areas, backfill material shall be placed and compacted for normal backfilling as provided in 2.0.1. “Materials” for compacted backfill.

END OF SECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. Construct riprap composed of sand-cement or rubble (consisting of broken stone or broken concrete) as shown in the Standard Plans and in the Plans.

PART 2 – PRODUCTS

2.0.1. FILTER FABRIC

A. Use products listed on the FDOT's APL.

B. Schedule work so that covering the fabric with the specified material does not exceed the manufacturer's recommendations for exposure to ultraviolet light or five days, whichever is less. If the Engineer determines the exposure time was exceeded, the Contractor shall replace the fabric at no expense to the City.

C. Place the filter fabric (fabric) at locations as shown in the Plans, in accordance with the manufacturer's directions. Place the fabric on areas with a uniform slope that are reasonably smooth, free from mounds, windrows, and any debris or projections which might damage the fabric.

D. Loosely lay the material. Do not stretch the material. Replace or repair any fabric damaged or displaced before or during placement of overlying layers. Repair in accordance with the manufacturer's instructions.

E. The Contractor may sew the seams to reduce overlaps as specified in 985-3. Follow the manufacturer's instructions for all seams and overlaps.

2.0.2. PREPACKAGED SAND-CEMENT BAGS

A. Evenly proportioned sand and cement in the ratio of five cubic feet of sand to 94 pounds of cement. Material proportioned by mass shall use a sand density of 85 pounds per cubic foot.

B. Sealed package of 80 pounds of sand-cement in a bag.

C. Bag made of scrim-reinforced paper capable of holding the sand-cement without leakage.

D. Sand meets requirements of Section 902-3.3

E. Type I/II cement meets requirements of Section 921.

F. Prepackaged Sand-Cement Bags shall be one of the products listed on the FDOT's

Approved Product List. Manufacturers seeking evaluation of their product shall submit an application in accordance with Section 6. Include with the submittal a product data sheet, safety data sheet, product label, and a self-certified statement the product meets the requirements of this Section.

2.0.3. RUBBLE

A. Rubble (Bank and Shore Protection):

1. Provide sound, hard, durable rubble, free of open or incipient cracks, soft seams, or other structural defects, consisting of broken stone with a bulk specific gravity of at least 2.20. Ensure that stones are rough and angular.

2. For this application, use broken stone meeting the following gradation and thickness requirements:

Weight Maximum Pounds	Weight 50% Pounds	Weight Minimum Pounds	Minimum Blanket Thickness in Feet
670	290	60	2.5
Ensure that at least 97% of the material by weight is smaller than Weight Maximum pounds]. Ensure that at least 50% of the material by weight is greater than Weight 50% pounds]. Ensure that at least 85% of the material by weight is greater than Weight Minimum pounds.			

B. Rubble (Ditch Lining):

1. Use sound, hard, durable rubble, free of open or incipient cracks, soft seams, or other structural defects, consisting of broken stone or broken concrete with a bulk specific gravity of at least 1.90. Ensure that stones or broken concrete are rough and angular.

2. Use broken stone or broken concrete meeting the following gradation and thickness requirements:

Weight Maximum Pounds	Weight 50% Pounds	Weight Minimum Pounds	Minimum Blanket Thickness in Feet
75	30	4	1.5
Ensure that at least 97% of the material by weight is smaller than Weight Maximum pounds]. Ensure that at least 50% of the material by weight is greater than Weight 50% pounds]. Ensure that at least 90% of the material by weight is greater than Weight Minimum pounds.			

C. Physical Requirements of Broken Stone and Broken Concrete:

1. Use broken stone and broken concrete meeting the following physical requirements:

Absorption (FM 1-T 85)	Maximum 5%
Los Angeles Abrasion (ASTM C535)	Maximum loss 45%*
Soundness (Sodium Sulphate) (AASHTO T 104)	Maximum loss 12%** (after five cycles)
Flat and elongated pieces	Materials with least dimension less than one third of greatest dimension not exceeding 10% by weight.
Dirt and Fines	Materials less than 1/2 inch in maximum dimension accumulated from interledge layers, blasting or handling operations not exceeding 5% by weight.
Drop Test***(EM 1110-2-2302)	No new cracks developed, or no existing crack widened additional 0.1 inch, or final largest dimension greater than or equal to 90% original largest dimension of dropped piece.

* Ensure that granite does not have a loss greater than 55% and that broken concrete does not have a loss greater than 45%.

** The Engineer may accept rubble exceeding the soundness loss limitation if performance history shows that the material will be acceptable for the intended use. The Engineer will waive the soundness specification for rubble riprap (broken stone) when project documents indicate it will be placed in or adjacent to water or soil with a sulfate content less than 150 parts per million and a pH greater than 5.0. Soundness is not required for broken concrete.

*** The Engineer will waive the Drop Test unless required to ensure structural integrity. Provide all equipment, labor and testing at no expense to the City. EM refers to the US Army Corps of Engineer's Specification Engineering Method.

PART 3 – EXECUTION

3.0.1. GEOTEXTILE FABRIC

A. Overlap adjacent strips of fabric a minimum of 24 inches, and anchor them with securing pins (as recommended by the manufacturer) inserted through both strips of fabric along a line through the midpoint of the overlap and to the extent necessary to prevent displacement of the fabric.

B. Place the fabric so that the upstream (upper) strip of fabric overlaps the downstream (lower) strip.

C. Stagger vertical laps a minimum of 5 feet. Use full rolls of fabric whenever possible in order to reduce the number of vertical laps.

D. Do not drop bedding stone or riprap from heights greater than 3 feet onto the fabric.

3.0.2 SAND-CEMENT BAGS

A. Place the bags with their ends all in the same direction. Lay the bags with broken joints, in a regular pattern. Ram or pack the bags against each other so as to form a close and

molded contact. Remove and replace bags ripped or torn in placing with sound, unbroken bags. Then, thoroughly saturate all bags with water.

B. Immediately after watering, fill all openings between bags with dry grout composed of one-part Portland cement and five parts sand.
C. Use sand-cement bags for the toe walls if required. Fill the entire trench excavated for the toe walls with sand-cement bags.

3.0.3. RUBBLE

A. Dump rubble in place forming a compact layer conforming to the neat lines and thickness specified in the Plans. Ensure that rubble does not segregate so that smaller pieces evenly fill the voids between the larger pieces.

02510 ASPHALTIC CONCRETE PAVEMENT

PART 1 – GENERAL

1.0.2. SCOPE OF WORK

A. Construct asphaltic concrete pavement in accordance with the lines, grades and typical sections as indicated on the drawings, specified herein and as required for a complete installation.

B. Replace and / or repair all existing asphaltic concrete pavement areas impacted by Contractor operations, including trenching for new utilities, as well as damage that may result from Contractor operations during the progress of the work.

C. Temporary asphalt / trench repairs shall be installed within 1 week of excavation and backfill work on plant roadways impacted by construction.

1.0.3. SUBMITTALS

A. The Contractor shall submit its proposed formulae for the asphaltic concrete paving for review in accordance with the Section 01300 “Submittals”.

1.0.4. QUALITY CONTROL

A. Work shall be performed in accordance with Contract Documents, Drawings, and/or City of Opa-Locka Public Works Manual Specifications and Standard Details, in a neat and accurate manner. It is the intent of the City to obtain a complete and working installation according to these Specifications, and any items of labor, equipment, or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the project plans or stated herein.

B. Asphalt Acceptance Standards: The following minimum defects identified by the City or designee must be covered by warranty (but not limited to):

1. Sunken pavement patches greater than or equal to one-quarter (¼) inch (measured by a twelve (12) foot straight edge).

2. Surface raveling or oxidation due to deficiencies with the asphalt material.

3. Poor workmanship.

4. Inadequate compaction per Standards and Specifications.

1.0.5. RESTORATION LIMITS

A. At a minimum, sidewalk, curb, gutter, and roadway restoration shall be in accordance with the requirements of the agencies having jurisdiction including but not limited to

City of Opa-Locka, Miami-Dade County, and FDOT.

B. The Contractor is responsible to restore the full lane width of two-lane roads when a trench is longitudinally cut within a lane. If the cut is in between two lanes, the Contractor is responsible to restore both lanes. If the cut impacts multiple lanes, all lanes impacted shall be restored. When a perpendicular cut is made crossing the pavement, a minimum of 25 feet width on each side of the cut, or to the intersection, must be restored by milling and resurfacing. For new developments, the Contractor shall restore the pavement from property line to property line.

C. At a minimum, the width of all asphalt repairs within the Work area shall extend at least 12 inches beyond the limit of the damage. Where the line for repaving for trenches extends 12-inches into the edge of the existing paving, repaving shall be to this edge only. Damage by the Contractor to the pavement beyond 12-inches into the edge of the existing paving will require the full lane be repaved.

D. The edge of the pavement shall be cut to a true edge with a saw or other acceptable method so as to provide a clean edge to abut the repair. The line of the repair shall be uniform with no irregularities. Repair of damage by the Contractor beyond the Work area shall be approved by the City or designee prior to commencing the Work.

E. Any base course or surface course beyond the restoration limits, damaged as a result of the Contractor's operation, shall be restored in accordance with the applicable requirements of these Specifications, to the satisfaction of the City or designee.

F. Permanent pavement repair shall be with edges straight and parallel and patches rectangular in plan. Replace any paving, beyond the limits shown in the details and as called for in the Specifications, as required. Where trenches are located out of the existing pavement and damage occurs to the pavement, that pavement shall also be replaced by the Contractor.

G. Five Year Moratorium Directive from City: If the road is under Moratorium, the Contractor is to restore the entire roadway width.

H. Final asphalt application requires milling and resurfacing full travel lanes or as directed by City of Opa-Locka Public Works Department Field Inspector.

PART 2 – PRODUCTS

2.0.12. MATERIALS

A. Subbase: Limit gradation of the material within the limits of the area being stabilized to 97% passing 3½-inch sieve. Soil shall be clean, non-deleterious material. Subbase

material supporting the roadway and shoulders shall have a minimum LBR of 40. The stabilized subbase shall be 12 inches, placed in maximum compacted lift thickness of 8- inches, and compacted to 98% of maximum dry density as per AASHTO T-180.

B. Limerock Base Course

1. The material used in limerock base courses shall be material classified as either Miami Oolite Formation or Ocala Formation at the Contractor's option having a minimum of 70% calcium carbonate or magnesium carbonate; however, only one formation may be used on any contract.

2. Limerock base course shall have a minimum LBR of 100. Limerock base shall be twice the thickness of the existing adjacent base and shall be minimum of 12-inches thick and a maximum of 18-inch thick, placed in 6-inch lifts. Base material shall be compacted to a density of not less than 98% of maximum dry density as per AASHTO T-180 under all paved areas.

3. The limerock material shall contain no more than 0.5% of organic material or objectionable matter and shall show no significant tendency to air slake or undergo any chemical under exposure to weather.

4. The maximum percentage of water sensitive clay material shall be three percent (3%).

5. At least 97% (by weight) of the material shall pass a 3½-inch sieve, and the material shall be graded uniformly down to dust. The fine material shall consist entirely of dust of fracture. All crushing or breaking up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.

6. The limerock material shall be uniform in quality and shall not contain cherty or other extremely hard pieces, lumps, balls or pockets of sand or clay size material in sufficient quantity as to be detrimental to prevent proper bonding, finishing, or strength of the limerock base.

7. Limerock material shall be non-plastic, and the liquid limit shall not exceed 35.

C. Asphaltic Concrete

1. Bituminous Material: Asphalt cement, Viscosity Grade AC-20 or AC-30, shall conform with the requirements of FDOT Specifications, Section 916-1.

2. Coarse Aggregate: Coarse aggregate, stone or slag shall conform to the requirements of the FDOT Specifications, Section 901.

3. Fine aggregate: Fine aggregate shall conform to the requirements of FDOT Specifications, Section 902.3.

4. Mineral Filler: Mineral filler shall conform to the requirements of FDOT Specifications, Section 917-1 and 917-2.

5. Prime Coat: Unless otherwise indicated, the material used for the prime coat shall be cutback asphalt, Grade RC-70 or RC-250, and shall conform with the requirements specified in AASHTO Destination M 81. Unless otherwise indicated, the use of wither RC-70 or RC-250 shall be at the Contractor's option.

6. Tack Coat: The material used for the tack coat shall be Emulsified Asphalt, Grade RS-2 and shall conform with the requirements specified in AASHTO Designation M 140.

7. Where Type S Asphalt Concrete is specified in the Contract Documents, if approved by the City or designee, the equivalent fine Type SP Asphalt Concrete mixture (Traffic Level C) meeting the requirements of FDOT Specifications Section 334 may be selected as an alternate at no additional cost to the City or Owner. The equivalent mixes are as follows:

   Type S-I……..Type SP-12.5
   Type S-II……Type SP-19.0
   Type S-III……Type SP-9.5

2.0.13. TEXTURED PAVEMENT

A. "StreetBond SP150E Coating Material" refers to a high-performance premium coating material consisting of epoxy modified acrylic polymers blended with sand and aggregate, and specially formulated by GAF, Inc. (Tel. 1-800-766-3411), for application on asphalt surfaces to provide a durable, long lasting color and texture to the asphalt surface.

B. "StreetBond Colorant" is a highly concentrated, high quality, UV stable pigment blend designated to be added to StreetBond SP150E coating system to provide color to the coating. The colors to be used shall be shown on the Drawings. The same StreetBond Colorant shall be used in each SP150E coating layer to the asphalt surface. One pint of colorant shall be used with one pail of StreetBond coating material.

C. Use only patterned/textures pavement products listed on the Qualified Products List (QPL). Meet manufacturer's Specifications for all pattern/texture templates, coating, and coloring material. Use only material that is delivered to the job site in sealed containers bearing the manufacture's original labels. Material coating used to achieve the pattern/texture and/or color shall produce an adherent, weather resistant, skid resistant surface capable of resisting deformation to traffic. Paint and thermoplastic material must meet the requirements of this Specifications and FDOT Specifications Section 971, except that the requirements for Color and Retroreflectivity do not apply.

D. Manufacturers seeking approval for inclusion on the QPL must submit application and

certifications in accordance with FDOT Specifications Section 6 along with the following documentation:

1. Manufacturer's Specifications and procedures for materials and installation.

2. Manufacturer's certification with supporting test data and results that the patterned/textured pavement installed in accordance with the manufacturer's Specifications and procedures has been tested in accordance with the ASTM E274, Skid Resistance of Paved Surfaces using a standard ribbed full-scale tire at a speed of 40 mph (FN40R) and has a minimum FN40R value of 35.

PART 3 – EXECUTION

3.0.1. INSTALLATION OF ASPHALT

A. General

1. Pavement markings removed or obliterated by the Contractor's operations shall be promptly replaced, in kind, to the satisfaction of the City of Opa-Locka Department of Public Works, Traffic Engineering Division or designee.

2. At least three density determinations shall be made on each day's final compaction operations on each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the City or designee.

B. Subbase: Roadway subbase shall be stabilized to the minimum depth shown on the Drawings to a LBR not less than 40. Stabilizing shall be type C as defined in Section 160 of the FDOT specifications. Stabilization may require the addition and thorough mixing in of crushed limerock, coarse limerock screenings, or any other stabilizing material acceptable to the City or designee. The stabilizing material shall be applied in such quantity that, after mixing and blending, the subbase will have a LBR not less than 40. Stabilizing material shall be mixed or blended in the subbase material by plowing, scarifying, disking, harrowing, blading, and mixing with rotary tillers until the mixed materials are of uniform bearing ratio throughout the width and depth of the layer being processed. The minimum acceptable density at any location will be 98% of maximum dry density as determined by AASHTO T-180.

C. Limerock Base: The limerock base shall be constructed in accordance with Section 200 of the FDOT Specifications, to the thickness and width indicated on the Drawings. Pavement base shall be constructed in maximum 6-inch lifts.

D. After spreading of the base material is completed, the entire surface shall be scarified and shaped so as to produce the exact grade and cross section after compaction. For double course base, this scarifying shall extend a depth sufficient to penetrate slightly the surface of the first course. The maximum depth of each lift shall be 6-inches.

E. When the material does not have the proper moisture content to ensure the required density, wetting or drying shall be required. If the material is deficient in moisture, water will be added and uniformly mixed in by disking the base course to its full depth. If the material contains an excess of moisture, it shall be allowed to dry before being compacted. Wetting and drying operations shall involve manipulation of the entire width and depth of the base as a unit. As soon as proper conditions of moisture are attained, the material shall be compacted to an average density not less than 98% of maximum dry density as determined by AASHTO T-180. Where the base is being constructed in more than one course, the density shall be obtained in each lift of the base.

F. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross section, the compacting operations for such areas shall be completed prior to making the density determination on the finished base.

G. Unless otherwise directed by the City or designee, the surface shall be "hard-planed" with a blade grader immediately prior to the application of the prime coat to remove the thin glaze or cemented surface and to allow free penetration of the prime material. The materials planed from the base shall be removed from the base area.

H. If cracks or checks appear in the base, either before or after priming, which in the opinion of the City or designee, would impair the structural efficiency of the base course, the Contractor shall remove such cracks or checks by re-clarifying, reshaping, adding base material where necessary and re-compacting, at no additional cost to the City or Owner.

I. Mixing Base and Subbase: If at any time the subbase material shall become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subbase and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.

J. Prime Coat: The prime coat shall be applied at a rate of 0.15 gallons per square yard and the work performed in accordance with Section 300 of the FDOT Specifications.

K. Asphaltic Concrete: The spreading, compacting, and jointing the wearing surface shall be in accordance with Sections 330 and 333 of the FDOT Specifications to the thickness indicated on the Drawings.

L. Tack Coat: Apply tack coat at a rate between 0.02 and 0.10 gallons per square yard and perform the Work in accordance with Section 300 of the FDOT Specifications.

M. Connections with Existing Facilities Where the bituminous pavement is to be connected with an existing roadway surface or other facility, the Contractor shall modify the existing roadway profile in such a manner as to produce a smooth riding connection to the existing facility. Where it is necessary to remove existing asphalt surfaces to provide proper meet lines and riding surfaces, the Contractor shall saw cut

the existing surface so that there will be sufficient depth to provide a minimum of 1-inch of asphalt concrete, and the waste material shall be disposed of to the satisfaction of the City or designee. Prior to placing the asphalt concrete, these areas shall be tacked. Meet lines shall be straight and the edges vertical. The edges of meet line cuts shall be painted with liquid asphalt or emulsified asphalt prior to placing asphalt concrete. After placing the asphalt concrete, the meet line shall be sealed by painting with a liquid asphalt or emulsified asphalt and immediately covered with clean, dry sand.

N. Surface Tolerance

1. Tests for conformity with the specified grade shall be made immediately after initial compression. Any variation shall be immediately corrected by the removal or addition of materials and by continuous rolling. The completed surface of the pavement shall be of uniform texture, smooth, uniform as to grade, and free from defects of all kinds.

2. The completed surface shall not vary more than 1/8 inch from the lower edge of a 12-foot straightedge placed on the surface along the centerline or across the trench.

3. After completion of the final rolling, the smoothness and grade of the surface shall again be tested by the Contractor.

4. When deviations in excess of the above tolerances are found, the pavement surface shall be corrected as stated in Section 330-12.4 of the FDOT Specifications.

5. All areas in which the surface of the completed pavement deviates more than twice the allowable tolerances described above shall be removed and replaced to the satisfaction of the City or designee.

O. Weather Conditions: Asphalt shall not be applied to wet material. Asphalt shall not be applied during rainfall or any imminent storms that might adversely affect the construction. The Engineer will determine when surfaces and materials are dry enough to proceed with construction. Asphalt concrete shall not be placed during heavy rainfall or when the surface upon which it is to be placed is wet.

P. Protection of Structures and Adjustment of Appurtenances

1. Provide whatever protective coverings may be necessary to protect the exposed portions of bridges, culverts, curbs, gutters, posts, guard fences, road signs, and any other structures from splashing oil and asphalt from the paving operations. Remove any oil, asphalt, dirt, or any other undesirable matter that may come upon these structures by reason of the paving operations.

2. Where water valve boxes, manholes, catch basins, or other underground utility appurtenances are within the area to be surfaced, the Contractor shall adjust the covers of these improvements to conform to the proposed surface elevations.

3. In this effort, the Contractor shall be responsible for ensuring that appurtenances are brought to proper grade to conform to the finished surface elevations and any delays experienced from such obstructions will be considered as incidental to the paving operation. No additional payment will be made. Protect all covers during asphalt application.

Q. Pavement Warranty: Settlement of replaced pavement over trenches within the warranty period shall be considered the result of improper or inadequate compaction of the subbase or base materials. The Contractor shall promptly repair all pavement deficiencies noted during the warranty period at the Contractor's sole expense.

R. The pressure distributor used for placing the tack or prime coat shall be equipped with pneumatic tires having sufficient width of rubber in contact with the road surface to avoid breaking the bond of or forming a rut in the surface. The distance between the centers of openings of the outside nozzles of the spray bar shall be equal to the width of the application required, within an allowable variation of 2-inches. The outside nozzle at each end of the spray bar shall have an area of opening of not less than 25 percent, nor more than 75 percent in excess of the other nozzles which shall have uniform openings. When the application covers less than the full width, the normal opening of the end nozzle at the conjunction line may remain the same as those of the interior nozzles.

S. Application Temperatures: For asphalt cement Viscosity Grade AC-5, the application temperature shall be between 300 degree and 350 degree F; for emulsified asphalt, between 100 degrees and 170 degrees F; and for cut-back asphalt, between 175 degree and 275 degree F.310-9.3 Uniformity of Distribution: Special precautions shall be observed to assure that an even and uniform distribution of bituminous material will be obtained, and the distributor shall be so adjusted and operated as to maintain uniform, even distribution of the type of material being applied. Excessive deposits of bituminous material upon the road surface caused by stopping or starting the distributor, by leakage or otherwise, shall be immediately removed.

T. When the prime or tack coat is applied adjacent to curb and gutter, or any other concrete or special pavement surface (except where they are to be covered with a bituminous wearing course) such concrete surfaces shall be protected by heavy paper or other protective material while the prime or tack coat is being applied. Any bituminous material deposited on such concrete surfaces shall be removed immediately.

U. No bituminous material shall be applied when the air temperature is less than 50 degree in the shade, or when the weather conditions or the condition of the existing surface is unsuitable. In no case shall bituminous material be applied while rain is falling or when there is water on the surface to be covered.

V. After the base has been finished, the full width of surface shall be swept with a power broom supplemented with hand brooms and mechanical blowers prior to the application of the prime coat. Care shall be taken to remove all loose dust, dirt and objectionable matter. If deemed necessary, the base shall be lightly sprinkled with water immediately in advance of the prime coat. The prim coat shall be applied to the full width of the base.

W. The temperature of the prime material shall be such as to insure uniform distribution. The material shall be applied with a pressure distributor as specified above. The amount to be applied shall be sufficient to coat the surface thoroughly and uniformly without any excess to form pools or to flow off the base. For lime rock base, the rate of application shall not be less than 0.10 gallons per square yard.

X. The roadway may be opened for use following the application of the prime material, and a light uniform application of clean sand shall be applied and rolled. The sand shall be non-plastic, shall be free from silt rock particles and shall not contain any sticks, vegetation, grass, roots or organic matter. After the sand covering has been applied, the surface will be opened to traffic.

Y. Asphalt Densities: The in place density of each course of asphalt mix construction, with the exceptions of patching courses, leveling and intermediate course less than one-inch thick or a specified spread rate less than 100 pounds per square yard, overbuild courses where the minimum thickness is less than one-inch, and open-graded friction course, shall be determined by the use of the Nuclear Density Backscatter Methods as specified by FM 1-T238 (method B). The required density of a completed course shall be at least 98 percent of the average density of the control strip.

3.0.2. INSTALLATION OF TEXTURED PAVEMENT

A. Applications of textured pavement include the following. Imprinting patterns into existing or new pavement and covering with a surface coating(s) of paint or thermoplastic. Imprinting patterns into existing or new pavement and inlaying the imprint with performed thermoplastic material. Colored, preprinted, preformed texturized thermoplastic material that is applied over existing pavement. Colored thermoplastic material that can be imprinted and texturized during or after application to existing pavement.

B. Patterns are defined as visible surface markings. Imprinted textures are defined as palpable surface markings.

C. Use the location, pattern/texture type (brick, stone, etc.) and coating color as specified in the Plans. Joint openings shall not exceed ½ inch in width.

D. Apply a patterned and/or textured treatment to asphalt or concrete in accordance with manufacturer’s recommendations.

E. For application requiring removal and replacement of existing pavement, meet the requirements of FDOT Specifications Section 350 for cement concrete pavement; the requirements of Section 334 for Superpave asphalt or Section 337 for FC 9.5 and FC 12.5 asphalt.

F. Protect treated surfaces from traffic and environmental effect until the area is completely coated/imprinted and any coating have dried or cured according to the manufacturer's instructions. Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface, prior to pattern installation. For asphalt roadways, apply patterned/textured pavement a minimum of 14 days after placement of the adjacent pavement. Upon completion of the installation, the City or designee will check the area at random location(s) for geometric accuracy, as specified in the plans. If any of the chosen areas have an imprint width and depth that is less than the manufacturer's specifications, correct the entire textured area, at no additional cost to the City. Supply the specified pattern and color sample for the Engineer's use to visually determine that the material matches the color specified in the plans. For any continuous or abutting areas, i.e., all treated areas of an intersection, color material must be from the same lot/batch. Provide certification that the textured pavement was installed in accordance with the manufacturer's requirements.

G. Textured pavement on crosswalks and travel lanes are to be tested for skid resistance in accordance with ASTM E303.

3.0.3. TEMPORARY TRENCH REPAIR OR STABILIZATION

A. Following trenching and backfill within active plant roadways, but prior to final asphalt replacement at substantial completion, the Contractor shall install temporary trench repair, consisting of compacted base course and temporary asphalt.

B. Temporary trench repair shall include the preparation of the subgrade, the placing and compacting of the lime rock base, the priming of the base, the placing and maintaining of the surface treatment, all as specified herein.

C. The width of trench repairs shall extend at least 12 inches each side beyond the limits of the asphalt impacted by excavation. The edge of the pavement to be left in place shall be cut to a true edge with a saw or other approved method so as to provide a clean edge to abut the repair. The line of the repair shall be reasonably uniform with no unnecessary irregularities.

3.0.4. PAVEMENT MARKINGS

A. All existing markings (i.e., lanes, edge of pavement, parking stalls, etc.) impacted by the Contractor during construction shall be replaced with new painted items in accordance with the requirements of Section 971 of the FDOT Specifications.

3.0.5. CONNECTIONS WITH EXISTING FACILITIES

A. Where the bituminous pavement is to be connected with an existing roadway surface or other facility, the Contractor shall modify the existing roadway profile in such a manner as to produce a smooth riding connection to the existing facility.

B. Where it is necessary to remove existing asphalt surfaces to provide proper meet lines and riding surfaces, the Contractor shall saw cut the existing surface so that there will be sufficient depth to provide a minimum of 1-inch of asphalt concrete, and the waste material shall be disposed of to the satisfaction of the Engineer. Prior to placing the asphalt concrete, these areas shall be tacked. Meet lines shall be straight and the edges vertical. The edges of meet line cuts shall be painted with liquid asphalt or emulsified asphalt prior to placing asphalt concrete. After placing the asphalt concrete, the meet line shall be sealed by painting with a liquid asphalt or emulsified asphalt and immediately covered with clean, dry sand.

3.0.6. SURFACE TOLERANCE

A. Tests for conformity with the specified grade shall be made immediately after initial compression. Any variation shall be immediately corrected by the removal or addition of materials and by continuous rolling.

B. The completed surface of the pavement shall be of uniform texture, smooth, uniform as to grade, and free from defects of all kinds. The completed surface shall not vary more than 1/8 inch from the lower edge of a 12-foot straightedge placed on the surface along the centerline or across the trench.

C. After completion of the final rolling, the smoothness and grade of the surface shall again be tested by the Contractor.

D. When deviations in excess of the above tolerances are found, the pavement surface shall be corrected as stated in Section 330-12.4 of the FDOT Specifications.

E. All areas in which the surface of the completed pavement deviates more than twice the allowable tolerances described above shall be removed and replaced to the satisfaction of the Engineer.

3.0.7. WEATHER CONDITIONS

A. Asphalt shall not be applied to wet material. Asphalt shall not be applied during rainfall or any imminent storms that might adversely affect the construction. The Engineer will determine when surfaces and materials are dry enough to proceed with construction. Asphalt concrete shall not be placed during heavy rainfall or when the surface upon which it is to be placed is wet.

3.0.8. PROTECTION OF STRUCTURES AND ADJUSTMENT OF APPURTENANCES

A. Provide whatever protective coverings may be necessary to protect the exposed portions of bridges, culverts, curbs, gutters, posts, guard fences, road signs, and any other structures from splashing oil and asphalt from the paving operations. Remove any oil, asphalt, dirt, or any other undesirable matter that may come upon these structures by reason of the paving operations.

B. Where water valve boxes, catch basins, or other underground utility appurtenances are within the area to be surfaced, the Contractor shall adjust the covers of these improvements to conform to the proposed surface elevations.

C. In this effort, the Contractor shall be responsible for ensuring that appurtenances are brought to proper grade to conform to the finished surface elevations and any delays experienced from such obstructions will be considered as incidental to the paving operation. No additional payment will be made. Protect all covers during asphalt application.

3.0.9. PAVEMENT WARRANTY

A. Settlement of replaced pavement over trenches within the warranty period shall be considered the result of improper or inadequate compaction of the sub-base or base materials. The Contractor shall promptly repair all pavement deficiencies noted during the warranty period at the Contractor's sole expense.

3.0.10. INSTALLATION OF TEXTURED PAVEMENT

H. Applications of textured pavement include the following.

22. Imprinting patterns into existing or new pavement and covering with a surface coating(s) of paint or thermoplastic.

23. Imprinting patterns into existing or new pavement and inlaying the imprint with performed thermoplastic material.

24. Colored, preprinted, preformed texturized thermoplastic material that is applied over existing pavement.

25. Colored thermoplastic material that can be imprinted and texturized during or after application to existing pavement.

I. Patterns are defined as visible surface markings. Imprinted textures are defined as palpable surface markings.

J. Use the location, pattern/texture type (brick, stone, etc.) and coating color as specified in the Plans. Joint openings shall not exceed ½ inch in width.

K. Apply a patterned and/or textured treatment to asphalt or concrete in accordance with manufacturer's recommendations.

L. For application requiring removal and replacement of existing pavement, meet the requirements of FDOT Specifications Section 350 for cement concrete pavement; the requirements of Section 334 for Superpave asphalt or Section 337 for FC 9.5 and FC 12.5 asphalt.

M. Protect treated surfaces from traffic and environmental effect until the area is completely coated/imprinted and any coating have dried or cured according to the manufacturer's instructions. Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface, prior to pattern installation. For asphalt roadways, apply patterned/textured pavement a minimum of 14 days after

placement of the adjacent pavement. Upon completion of the installation, the City or designee will check the area at random location(s) for geometric accuracy, as specified in the plans. If any of the chosen areas have an imprint width and depth that is less than the manufacturer's specifications, correct the entire textured area, at no additional cost to the City. Supply the specified pattern and color sample for the Engineer's use to visually determine that the material matches the color specified in the plans. For any continuous or abutting areas, i.e., all treated areas of an intersection, color material must be from the same lot/batch. Provide certification that the textured pavement was installed in accordance with the manufacturer's requirements.

N. Textured pavement on crosswalks and travel lanes are to be tested for skid resistance in accordance with ASTM E303.

END OF SECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. Concrete pavement, curbs and sidewalk shall be constructed to the lines and grades and dimensions required for a complete installation as shown on the drawings and specified herein.

1.0.2. SUBMITTALS

A. Shop drawings for reinforcing, joint material and mix designs shall be submitted for review in accordance with the Section 01300 “Submittals”.

PART 2 – PRODUCTS

2.0.2. MATERIALS

A. All roadways are to be de-mucked or stabilized with geotextile material in accordance with the geotechnical report and City requirements.

B. Laboratory analysis shall be complete, and the material approved by the Engineer prior to placement.

B. Geotextile material: Woven fabric to be structurally prepared and placed as per manufactures written specification.

C. Sub-grade: limited to maximum six (6”) diameter clean non deleterious material Sub grade to be proof-rolled. Subgrade material supporting the roadway and shoulders shall have a minimum lime rock bearing (LBR) of 40. The stabilized subgrade shall be twelve (12) inches compacted to 98% of maximum dry density as per AASHTO-T-180.

D. Lime rock: The material used in lime rock base courses shall be material classified as either Miami Oolite Formation or Ocala Formation at the Contractor’s option having a minimum percentage of calcium or magnesium of 60; however, only one formation may be used on any contract. Lime rock base course shall have a minimum bearing ratio (LBR) of 100 and shall be minimum of eight (8) inches thick. Base material shall be compacted to a density of not less than 98% of maximum dry density as determined by AASHTO-T180 under all paved areas.

1. Composition:

a. The lime rock material shall contain not more that 0.5 percent of organic material or objectionable matter and shall show no significant tendency to air slake or undergo any chemical under exposure to weather.

b. Lime rock material shall contain not less than 70 percent of carbonates of calcium and magnesium. The maximum percentage of water sensitive clay material shall be three (3).

2. Gradation: At least 97 percent (by weight) of the material shall pass a 3 1/2-inch sieve and the material shall be graded uniformly down to dust. The fine material shall consist entirely of dust of fracture. All crushing or breaking up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.

3. Quality:

   a. The lime rock material shall be uniform in quality and shall not contain cherty or other extremely hard pieces or lumps, balls or pockets of sand or clay size material in sufficient as to be detrimental to prevent proper bonding, finishing or strength of the lime rock base. Lime rock material shall be nonplastic, and the liquid limit shall not exceed 35.

   b. Lime rock material shall have an average LBR value of not less than 100.

E. Sidewalks:

1. The replacement of gray concrete sidewalks throughout the City shall be with the Miami-Dade County's sidewalk color standard, unless otherwise specified by any applicable City land use board, in accordance with Resolution 2019-30800.

2. The Public Works Director has the authority to determine on a street-by-street basis if replacement of sidewalks to Miami-Dade County's sidewalk color standard is appropriate.

2.0.1. CONCRETE

A. Concrete shall be composed of cement, fine aggregate, coarse aggregate, and water, so proportioned and mixed as to produce a plastic workable mixture in accordance with all requirements under this section suitable to the specific conditions of placement.

B. Cement:

1. The cement shall be a standard brand of Portland cement manufactured within the continental limits of the United States. It shall meet the requirements of ASTM C150 "Portland Cement" and shall be Type II.

2. Only one brand of cement shall be used in any individual structure unless approved by the Engineer. Cement which has become damaged, partially set, and lumpy or caked shall not be used the entire contents of the sack or container which contains such cement will be rejected. No salvage or reclaimed cement shall be used.

3. Different types of cement shall not be mixed nor shall they be used alternately except when authorized in writing by the City or their designee. Different brands of cement or the same brand from different mills may be used alternately. A resubmittal will be required if different cements are proposed during the Project.

4. Slump shall not exceed six inches (6”).

5. Concrete for underground work shall be acid resistant cement and shall maintain a minimum compressive strength of 4000 psi in 28 days.

6. The total alkalies in the cement (calculated as the percentage of NA2O plus 0.658 times the percentage of K2O) shall not exceed 0.40%.

7. The proposed Portland Cement shall not contain more than 8% tricalcium aluminate and more than 12% tetracalcium aluminoferrite.

8. Cement shall be stored in a suitable weather-tight building so as to prevent deterioration or contamination. Cement which has become caked, partially hydrated, or otherwise damaged will be rejected. The Contractor shall provide suitable means for storing and protecting the cement against dampness. Bags of cement which for any reason may become partially set, or which contain lumps of caked cement, shall be rejected. In no instance shall any portion of a bag of damaged cement, or a bag containing lumps of caked cement, be used. Cement salvaged from discarded or used sacks shall not be used. Different brands of cement, even if tested and approved, shall not be mixed during use, nor used alternately in any section of the work without written permission of the Engineer.

C. Aggregates:

1. Fine Aggregate (Sand) in the various concrete mixes shall consist of natural or manufactured siliceous sand, clean and free from deleterious substances, and graded within the limits of ASTM C33.

2. Coarse Aggregate: Coarse aggregate shall consist of gravel, broken stone or local limerock. Coarse aggregate shall be size #57 or #67 as graded within the limits given in ASTM C33 unless otherwise specified. It shall be free from adherent coatings.

3. Aggregates shall be tested for gradation by sieve analysis tests in conformance with ASTM C136.

4. When tested for soundness in accordance with ASTM C88, the loss resulting after five cycles shall not exceed 10 percent for fine or coarse aggregate when using either magnesium sulfate or sodium sulfate.

5. When tested in accordance with "Potential Reactivity of Aggregates (Chemical Method)" (ASTM C289), the ratio of silica released to reduction in alkalinity shall not exceed 1.0. F. When tested in accordance with "Organic Impurities in Sands for Concrete" (ASTM C40), the fine aggregate shall produce a color in the supernatant liquid no darker than the reference standard color solution.

6. When tested in accordance with "Resistance to Abrasion of Small size Coarse Aggregate by Use of the Los Angeles Machine" (ASTM C131), the coarse aggregate shall show a loss not exceeding 42 percent after 500 revolutions, or 10.5 percent after 100 revolutions

D. Water: Water shall be taken from a potable water supply and shall be fresh, clean and free from injurious amounts of oil, acid, alkali or organic matter.

E. Admixtures:

26. Air entraining agent shall be added to all concrete unless noted otherwise. The agent shall provide entrained air in the concrete in accordance with ASTM C260.

27. The following admixtures are required or used for water reduction, slump increase, and/or adjustment of initial set. Admixtures permitted shall confirm to the requirements of ASTM C494. Admixtures shall be non-toxic after 30 days and shall be compatible with and made by the same manufacturer as the air-entraining admixtures.

    a. Water reducing admixture shall conform to ASTM C494, Type A and shall contain no more than 0.05% chloride ions. Acceptable products are “Eucon Series” by the Euclid Chemical Company, “Master Pozzolith Series” by BASF, and “Plastocrete Series” by Sika Corporation.

    b. High range water reducer shall be sulfonated polymer conforming to ASTM C494, Type F or G. The high range water reducer shall be added to the concrete at either the batch plant or at the job site and may be used in conjunction with a water reducing admixture. The high range water reducer shall be accurately measured and pressure injected into the mixer as a single dose by an experienced technician. A standby system shall be provided and tested prior to each day’s operation of the job site system. Concrete shall be mixed at mixing speed for a minimum of 100 mixer revolutions after the addition of the high range water reducer. Acceptable products are “Eucon 37” or Plastol 5000 by the Euclid Chemical Company, “Master Rheobuild 1000 or Master Glenium Series” by BASF, and “Daracem 100 or Advaflow Series” by W.R. Grace. High range water reducer shall be mandatory for class A1 concrete intended for placement in walls.

    c. A non-chloride, non-corrosive accelerating admixture may be used where specifically approved by the City or their designee. The admixture shall conform to ASTM C494, Type C or E, and shall not contain more chloride ions than are present in municipal drinking water. The admixture manufacturer must have long-term non-corrosive test data from an independent testing laboratory (of at least a year’s duration) using an acceptable accelerated corrosion test method such as that using electrical potential measures. Acceptable products are “Accelguard 80/90 or NCA” by the Euclid Chemical Company and “Daraset” by W.R. Grace.

d. A water reducing retarding admixture may be used where specifically approved by the Engineer. The admixture shall conform to ASTM C494, Type D and shall not contain more than 0.05% chloride ions. Acceptable products are “Eucon NR or Eucon Retarder 100” by the Euclid Chemical Company, “Pozzolith Retarder” by BASF, and “Plastiment” by Sika Corporation.

28. Admixtures containing calcium chloride, thiocyanate or more than 0.05 chloride ions are not permitted

F. Membrane Curing Compound: Membrane curing compound shall conform to the requirements of AASHTO Designation M 148, Type 1-clear, or type 2-white pigmented.

G. Expansion Joint Filler:

1. Preformed expansion joint filler shall be of the nonextruding and resilient bituminous type and conform to the requirements of AASHTO Designation M 213.

2. Expansion joint filler shall be gray neoprene sponge rubber that conforms to AASHTO Designation M 153, Type I.

H. Reinforcing and Welded Wire Fabric: Reinforcing and welded wire fabric shall be 6”X6” – 10/10 steel bars to be used in curb & gutter and wire mesh in sidewalk.

2.0.2. CONCRETE PAVERS

A. Concrete pavers shall Miami-Dade County’s color standard approved equal. Use of other colors to complement project design theme and/or match existing pavers’ configuration require shall only be used with written approval from the City of Opa-Locka Beach Public Works Department.

B. All concrete pavers shall have a skid resistant finish.

C. Provide products supplied by a member of the Interlocking Concrete Pavement Institute (ICPI) as called for in the Drawings and/or as specified herein.

D. Concrete pavers shall conform to the requirements of ASTM C936.

E. Concrete pavers shall have an average compressive strength of 8,000 psi with no individual unit under 7,200 psi.

F. Average absorption of 5% with no unit greater than 7% when tested in accordance with ASTM C140.

2.0.3. TEXTURED PAVEMENT

A. “Street Bond SP150E Coating Material” refers to a high performance premium coating material consisting of epoxy modified acrylic polymers blended with sand and aggregate, and specially formulated by Integrated Paving Concept, Inc. (Tel. 800- 688-5652), for application on asphalt surfaces to provide a durable, long lasting color and texture to the asphalt surface.

B. “Street Bond Colorant” is a highly concentrated, high quality, UV stable pigment blend designated to be added to Street Bond SP150E coating system to provide color to the coating. The colors to be used shall be shown on the drawings. The same Street Bond Colorant shall be used in each SP150E coating layer to the asphalt surface. One pint of colorant shall be used with one pail of Street Bond coating material.

C. Use only patterned/textures pavement products listed on the Qualified Products List (QPL). Meet manufacturer’s Specifications for all pattern/texture templates, coating, and coloring material. Use only material that is delivered to the job site in sealed containers bearing the manufacture’s original labels. Material coating used to achieve the pattern/texture and/or color shall produce an adherent, weather resistant, skid resistant surface capable of resisting deformation to traffic. Paint and thermoplastic material must meet the requirements of this Specifications and FDOT Specifications Section 971, except that the requirements for Color and Retroreflectivity do not apply.

D. Manufacturers seeking approval for inclusion on the QPL must submit application and certifications in accordance with Section 6 along with the following documentation:

    1. Manufacturer’s specifications and procedures for materials and installation.

    2. Manufacturer’s certification with supporting test data and results that the patterned/textured pavement installed in accordance with the manufacturer’s specifications and procedures has been tested in accordance with the ASTM E-274, Skid Resistance of Paved Surfaces using a standard ribbed full scale tire at a speed of 40 mph (FN40R), and has a minimum FN40R value of 35.

PART 3 – EXECUTION

3.0.1. INSTALLATION OF ROADWAY MATERIALS

A. Subgrade: The work shall consist of bringing the bottom of the excavations and the top of the embankments of the roadways between the outer limits of the roadway to a surface conforming to the lines, grades, and cross sections shown on the plans, of uniform required density, ready to receive the base or paving course. The final elevation of the subgrade shall be within 0.1 foot of the required elevation.

    1. All submerged stumps, roots, and other unsuitable matter encountered in the preparation of the subgrade shall be removed and replaced with a suitable material.

2. The material in the top 12” of subgrade shall have a minimum CBR of 25 when compacted to 95% of maximum density as determined by AASHTO Specification T 180-74. In areas such a condition does not exist, the top 12” of subgrade shall be stabilized as described below:

3. Stabilizing Material: Where stabilized subgrade and shoulders are required, the subgrade and shoulder material shall have a minimum California Bearing Ratio Material Value not less than 25. If the in place subgrade or shoulder material has a CBR value less than 25, a suitable stabilizing material shall be added. Such stabilizing material shall be crushed lime rock, coarse lime rock screenings, or any other stabilizing material approved by the Engineer.

4. Suitable stabilizing materials obtained from an existing base or pavement which is to be replaced or abandoned may be used providing that such material contain no fragments larger than 3 ½ inches in diameter.

5. The entire subgrade, including 2 feet beyond the edge of the proposed pavement, shall be thoroughly plowed, scarified, and mixed to a depth of not less than 6 inches below grade. All pot holes and other irregularities shall be filled with suitable material or trimmed down as the case may be, prior to compacting. If the area is cut to grade in natural lime rock, the top 6 inches shall be thoroughly plowed, scarified, and mixed. This plowed, scarified, and mixed layer shall be compacted to not less than 95 percent of the maximum density as determined by AASHTO Specifications T 180-74 prior to the placement of the base course.

6. After the subgrade has been prepared as specified above, the Contractor shall maintain it free from ruts, depressions, and damage resulting from the hauling and handling of any material, equipment, tools, etc. Ditches or drains shall be constructed and maintained along the completed subgrade section. Just before the base course is laid, the subgrade shall be tested as to, elevation and density.

B. Transporting Lime rock: The lime rock shall be transported to the point where it is to be used, over rock previously placed if practicable, and dumped on the end of the preceding spread. No hauling over the subgrade or dumping on the subgrade shall be done

C. Spreading Lime rock:

1. When using new material, the lime rock shall be spread uniformly, and all segregated areas of fine or coarse rock shall be removed and replaced with well-grade rock.

2. When the specified compacted thickness of the base is greater than 6-inches, the base shall be constructed in two courses. The thickness of the first course shall be approximately one-half the total thickness of the finished base, or enough additional to bear the weight of the construction equipment without disturbing the subgrade.

3. When using the existing base material, the Contractor shall expose the existing base material to the final base grade shown on the drawings. The Contractor shall then proceed with scarifying the top 6 inches of the base and reworking and compacting the material to achieve the required cross-section.

4. Minimum longitudinal slope shall be 0.3% for all roadways. For roadways with gutters, the longitudinal slope may be reduced upon approval by the Public Works Department.

D. Compacting and Finishing Base:

1. General:

a. For single course base, after spreading is completed, the entire surface shall be scarified and then shaped so as to produce the required grade and cross section after compacting.

b. For multi lift base course, the first course shall be four (4) inches thick compacted cleaned of foreign material, bladed and brought to a surface cross section approximately parallel to that of the finished base. Prior to the spreading of any material for the upper course, the density test for the lower course shall be made and the Engineer shall have determined that the required compacting has been obtained. After the spreading of material for the second course is completed, its surface shall be finished and shaped so as to produce the required grade and cross section after compacting and free of scab and laminations.

2. Moisture Content: When the material does not have the proper moisture content to insure the required density, wetting or drying will be required. If the material is deficient in moisture, water shall be added and uniformly mixed in by discing the base course to its full depth. If the material contains an excess of moisture, such excess shall be reduced or removed until the required moisture content is attained before being compacted. Wetting or drying operations shall involve manipulation of the entire width and depth of the base as a unit.

3. Density Requirements: As soon as proper conditions of moisture are attained, the material shall be compacted to a density of not less than 98 percent of the maximum density as determined by AASHTO Designation T-180 as described below:

a. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross section, the compacting operations for such areas shall be completed prior to making the density determinations on the finished base.

b. At least three density determinations shall be made at the completion of each course, also the density determinations shall be made at new/replaced every utility crossings and also at every 7,000 square feet of roadways or at more frequent intervals if deemed necessary by the Engineer.

4. Correction of Defects:

a. If at any time the subgrade material should become mixed with the base course material, the Contractor shall dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.

b. If cracks or checks appear in the base, either before or after priming, which in the opinion of the Engineer would impair the structural efficiency of the base course, the Contractor shall remove such cracks or check by re-scarifying, reshaping, adding base material where necessary and recompacting.

E. Testing Surface: The finished surface of the base course shall be checked with a templet cut to required crown and cross section and with a 10-foot straightedge laid parallel to the centerline of the road. All irregularities greater than 1/4-inch shall be corrected by scarifying and removing or adding lime rock as may be required, after which the entire area shall be recompacted as specified herein before.

F. Thickness Determinations:

1. The thickness of the compacted lime rock base shall be measured at intervals of not more than 200-feet. Measurements shall be taken at various points on the cross sections prior to the application of the prime coat.

2. The measurements shall be taken in holes through the base of not less than 3-inches in diameter. Where the compacted base is deficient by more than 1/2-inch from the thickness called for on the drawings, the Contractor shall correct such areas by scarifying and adding lime rock. The base shall be scarified and rock added for a distance of 100-feet in each direction from the edge of the deficient area. The affected areas shall then be brought to the required state of compaction and to the required thickness and cross section.

G. Priming and Maintaining:

1. The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90 percent of the optimum moisture content of the base material. At the time of priming, the base shall be firm and unyielding.

2. The Contractor will be responsible for assuring that the true crown and grade are maintained with no rutting or other distortion and that the base meets all the requirements at the time the surface course is applied.

3.0.2. INSTALLATION OF CONCRETE

A. The concrete shall be placed on stabilizing or compacted subgrade to such depth that, when it is consolidated and finished, the slab thickness required by the drawings will be obtained at all points and surface will at no point be below the grade specified for the finished surface, after application of the allowable tolerance. The concrete shall be deposited on the stabilized subgrade in a manner which will require as little rehandling as possible. Placing of the concrete shall be continuous between transverse joints, without the use of intermediate bulkheads.

B. Steel reinforcement is called for on the drawings shall be placed at mid slab depth and the fabric shall be maintained at this location during the placing and finishing operations.

C. Concrete shall be thoroughly consolidated against and along the faces of all forms, and along the full length and on both sides of all joint assemblies, by means of hand operated, vibrators. Vibrators shall not be permitted to come in contact with joint assembly, the subgrade or a side form. Vibration at any one location shall not continue so long as to produce puddling or the accumulation of excessive grout on the surface. In no case shall the vibrator be operated longer than 15 seconds in any one location.

D. Coloring of concrete shall be done by dry-mixing the compound and broadcasting over the fresh-poured concrete after it has been struck off.

E. Striking off, Consolidating and Finishing Concrete:

1. Immediately after the placing, the concrete shall be struck off, consolidated and finished, to produce a finished pavement conforming to the cross section, width and surface finish required by the drawings and specifications. The sequence of operations shall be as follows: strike-off; vibratory consolidation; screeding; floating; removal of laitance; straight edging; and final surface finish. Strike-off, consolidation and finishing shall be accomplished in a manner such as to avoid damage to, or misalignment of, joint assemblies, dowels and other embedded items.

F. Straight edging and Surface Correction:

1. After floating has been completed and the excess water removed, but while the concrete is still in a plastic state, the surface of the concrete shall be tested for trueness with an accurate 10-foot straightedge. The straightedge shall be furnished by the Contractor. The straightedge shall be held in successive positions parallel to the road center line, in contact with the surface, and the whole area tested from one side of the slab to the other as necessary. The advance along the road shall be in successive stages of not more than one-half the length of the straightedge. Any depressions shall be immediately filled with freshly mixed concrete and struck-off, consolidated and refinished. High areas shall be cut down

and refinished. Straightedge testing and surface correction shall continue until the entire surface appears to conform to the required grade and cross section.

2. As soon as the concrete has hardened sufficiently to be walked on, straight edging shall again be done. All surface irregularities exceeding ¼-inch in a 10-foot shall be corrected by grinding as directed by the Engineer.

G. Final Finish: As soon as the water sheen has disappeared from the surface of the pavement and just before the concrete becomes non-plastic, a light broom finish shall be given to the surface.

H. Edging:

1. After the final finish has been applied, but before the concrete has become non-plastic, the edge of the pavement along each side of the strip being placed, on each side of transverse and longitudinal contraction joints and construction joints and along structure extending into the pavement, shall be carefully rounded to a ¼-inch radius except as otherwise indicated. A well-defined and continuous radius shall be produced and a smooth, dense mortar finish obtained. All concrete shall be completely removed from the top of the joint filler.

2. All joints shall be checked with a straightedge before the concrete has become non-plastic and, if one side of the joint is higher than the other or the entire joints is higher or lower than the adjacent slabs, corrections shall be made as necessary.

I. Joints:

1. Transverse Construction Joints: Transverse construction joints shall be constructed at the end of all pours and at other locations where the paving operations are stopped for as long as 30 minutes. Construction joints, however, shall not be placed within ten feet of any other transverse joint or of either end of a section of pavement. If sufficient concrete has not been placed to form a slab at least ten feet long, the excess concrete, back to the last preceding joint, shall be removed. The joints shall be formed by placing a wood or metal bulkhead accurately and securely in place, in a plane perpendicular to the profile and center line of the pavement.

2. Transverse & Longitudinal Contraction Joints: Construction joints shall be constructed at the interval indicated in the plans and shall consist of planes of weakness created by an edging tool. The cut in the fresh concrete shall be perpendicular to the surface of the pavement, shall extend to a depth of 1/3 of its thickness (1 ½" for 4" pavement) and shall have tooled edges as described above.

3. Expansion Joints: ½" Expansion Joints shall be formed by placing performed joint filler around all structures and foundations where pavement abuts curbs and gutters and at intervals not to exceed 100'.

4. Cleaning and Sealing Joints: Joints which are to be sealed, shall be filled with joint sealing material before the pavement is opened to traffic and as soon after completion of the curing period as is feasible. Just prior to sealing, each joint shall be thoroughly cleaned of all foreign material (including any membrane curing compound) and the joint faces shall be clean and surface-dry when the sealer is applied.

a. The sealing material shall be applied to each joint to conform to the details shown on the drawings and in accordance with the manufacture's recommendation. The pouring shall be done in such manner that the material will not be spilled on the exposed surfaces of the concrete. Any excess material on the surface of the concrete pavement shall be removed immediately and the pavement surface cleaned.

b. All cracks occurring in the pavement prior to its acceptance shall be cleaned out and sealed as specified above, except that the cracks and fractures shall be completely filled with joints sealer and any excess filler material cut down level with the pavement surface.

3.0.3. INSTALLATION OF CONCRETE PAVERS

A. Install paver blocks as manufactured by licensee of Paver Systems, Inc., in accordance with the Drawings, manufacturer's recommendations, and Standard Details. Paver block construction shall conform to the requirements of Interlocking Concrete Pavers Institute (ICPI).

B. Where necessary to cut blocks, cutting shall be done so as leave tight joint along all adjacent edges and surfaces. Smoothly split or sawn blocks only will be accepted.

C. After final vibrating/compaction there shall be no more than ¼ inch deviation from proposed grades.

D. Installation of concrete pavers in non-roadway areas shall be in accordance with the following.

D. Replacement of all underground utilities that are in conflict with paver installation.

E. The finished subbase shall be approved before placement of limerock base.

F. The limerock base course shall be compacted to 98% of maximum dry density as per AASHTO T-180.

G. The finished limerock base course shall be approved by the City or designee prior to placement of the sand leveling course.

H. The uncompacted sand leveling base shall be screened over the compacted limerock base to an uncompacted thickness of 1½ inches. The bedding course shall be treated with soil sterilizers to prohibit growth of grass and weeds.

I. The paver blocks shall be laid in the pattern approved by the City of Opa-Locka Public Works Department in accordance with the Standard Details.

J. Construct concrete header curb in accordance with the Standard Details.

E. Installation of concrete pavers in on roadways shall be in accordance with the following.

K. Replacement of all underground utilities that are in conflict with paver installation.

L. The finished subbase shall be approved before placement of the concrete slab.

M. The concrete pavers on the roadway shall be installed over a 6-inch-thick concrete base reinforced with galvanized steel wire mesh 6X6-W1.4xW1.4 with 1½ inches bedding between the concrete base and the concrete pavers.

N. The uncompacted sand leveling base shall be screened over the concrete base to an uncompacted thickness of 1½ inches. The bedding course shall be treated with soil sterilizers to prohibit growth of grass and weeds.

O. Construct concrete header curb in accordance with the Standard Details..

3.0.4. INSTALLATION OF TEXTURED PAVEMENT

A. Applying a patterned and/or textured treatment to asphalt or concrete, in accordance with manufacturer's recommendations. Applications include the following:

1. Imprinting patterns into existing or new pavement and covering with a surface coating(s) of paint or thermoplastic.

2. Imprinting patterns into existing or new pavement and inlaying the imprint with performed thermoplastic material.

3. Colored, preprinted, preformed texturized thermoplastic material that is applied over existing pavement.

4. Colored thermoplastic material that can be imprinted and texturized during or after application to existing pavement.

B. Patterns are defined as visible surface markings. Imprinted textures are defined as palpable surface markings.

C. Use the location, pattern/texture type (brick, stone, etc.) and coating color as specified in the Plans. Joint openings shall not exceed ½ inch in width.

D. Apply a patterned and/or textured treatment to asphalt or concrete in accordance with manufacturer's recommendations.

E. For application requiring removal and replacement of existing pavement, meet the requirements of Section 350 for cement concrete pavement; the requirements of Section 334 for Superpave asphalt or Section 337 for FC 9.5 and FC 12.5 asphalt.

F. Protect treated surfaces from traffic and environmental effect until the area is completely coated / imprinted and any coating have dried or cured according to the manufacturer's instructions. Complete all utility, traffic loop detector, and other items requiring a cut and installation under the finished surface, prior to pattern installation. For asphalt roadways, apply patterned/textured pavement a minimum of 14 days after placement of the adjacent pavement. Upon completion of the installation, the Engineer will check the area at random location for geometric accuracy, as specified in the plans. If any of the chosen areas have an imprint width and depth that is less than the manufacturer's specifications, correct the entire textured area, at no additional cost to the City. Supply the specified pattern and color sample for the Engineer's use to visually determine that the material matches the color specified in the plans. For any continuous or abutting areas, i.e. all treated areas of an intersection, color material must be from the same lot/batch. Provide certification that the textured pavement was installed in accordance with the manufacturer's requirements.

G. Textured pavement on crosswalks and travel lanes are to be tested for skid resistance in accordance with ASTM E303.

3.0.5. INSTALLATION OF SIDEWALK

A. Sidewalks at intersections and driveways shall be six (6) inches thick. Driveways shall include a 4-foot section at 2% maximum cross slope as per Standard Details and FDOT Index 522-03.

B. Sidewalks not at intersections or driveways shall be four (4) inches thick.

C. The concrete for sidewalk shall be 3,000 psi, with Miami-Dade County's sidewalk color standard match existing.

D. The concrete shall be reinforced with 6X6-W1.4xW1.4 welded steel wire mesh.

P. Wherever possible, sidewalks shall be designed with a minimum effective width of 6 feet on residential streets and 8 feet on collectors and arterials. Effective sidewalk widths shall be determined in accordance with the Miami Dade County Standard Details, firstly, and FDOT if not specified.

E. All wayfinding signage shall be installed in the back of the sidewalk wherever permitted by sight visibility, otherwise 4 feet minimum clear pedestrian path around sign shall be provided.

F. Repair of Concrete Sidewalk Surface Defects:

Q. Remove and replace all concrete surfaces that contain surface defects, which includes, but not limited to cracking, cracks which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets and other objectionable and rough conditions and other objectionable conditions deemed unacceptable to the Engineer immediately after form removal. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness.

R. Concrete rejected for any reason is to be removed and replaced, including labor, forms and reinforcing, to meet specifications at no additional cost to the City. Compounds for adhesion or as patching ingredients may be used, if approved by the City or designee. All repair of surface defects to be made require the approval of the City or designee, as to the method and procedure. Approval of the completed work must be obtained from the City or designee.

S. Remove existing sidewalk, or curb and gutter to either the nearest joint beyond or to where no remaining section is less than five (5) feet long.

3.0.6. INSTALLATION OF CURB RAMPS

A. It is the policy of the City of Opa-Locka Public Works Department to install truncated dome detectable warnings on the curb ramps, in compliance with the ADA Standards and PROWAG requirements for detectable warnings on walking surfaces and with FDOT standards. Curb ramps shall be directional and aligned with the crosswalk. Refer to the City of Opa-Locka Street Design Guidelines.

B. The installation of truncated domes on curb ramp shall be in compliance with the FDOT Index 522-002 and FDOT Specifications Section 527 and associated QPL. This Specification excludes stamped concrete detectable warnings due to poor performance.

C. The detectable warnings are required to have a dark-on-light or light-on-dark contrast with the surrounding concrete. Use Miami-Dade County' color standard on the detectable warning portion of the curb ramp. The color of the detectable warnings shall be integral with the device material.

D. Provide certification from an independent testing laboratory that the applied detectable warning device meets the above minimum requirements. Submit this certification for review and approval by the City or designee at least 10 days before the planned installation of any applied detectable warning device.

E. At least ten (10) days before the first installation of any applied detectable warning device, submit manufacture's installation recommendations and instructions for review and approval by the City or designee.

F. Special Considerations: 2 curb ramps per corner should always be used unless technically infeasible. US Access Board Public Rights-of-Way Access Advisory Committee strongly discourages single installations where possible because single ramps can:

2. Misdirect blind pedestrians who use the slope of curb ramps as a cue.

3. Increase crossing times for persons who use wheeled mobility aids and can place users into oncoming traffic at small radius corners where it is difficult to provide landing space at the bottom that is wholly within marked crossings.

4. Drivers may not be as alert to persons crossing at the apex of a corner.

G. If a single diagonal curb ramp is installed because of technical infeasibility, a 48 inches clear space wholly contained within the crosswalk must be provided at the bottom of the curb ramp to allow wheelchair users enough room to maneuver off of the ramp and into the crosswalk

END OF SECTION

02641 PIPE CULVERTS

PART 1 – GENERAL

1.0.1 SCOPE OF WORK

A. Materials and installation for pipe culverts with Aluminized Steel Type 2 ULTRA FLO (UF) corrugated steel pipe by Contech Engineered Solutions or approved equal.

1.0.2. RELATED WORK

A. Section 02222 “Excavation – General”

B. Section 02230 “Clearing and Grubbing”.

C. Section 02314 “Excavation, Backfill and Fill for Structural Facility and Utility Systems”.

PART 2 – PRODUCTS

2.0.1. TYPE OF PIPE TO BE USED

A. When the Plans designate a type (or types) of pipe, use only the type (or choose from the types) designated.

B. When metal pipe is allowed and no future maintenance concerns exist, the Contractor may propose the pipe gage based on the FDOT’s Drainage Manual and Culvert Service Life Estimator for approval by the Engineer. When extending existing pipes, construct the pipe extensions of the same size and kind as the existing pipe. Extensions of existing pipes, whose materials are no longer produced, shall be extended with the most similar pipe material available.

C. The Aluminized Steel Type 2 coils shall conform to the applicable requirements of AASHTO M 274 or ASTM A929.

2.0.2. COUPLING BANDS

A. Coupling bands for the UF shall be made of the same base metal and coatings as the UF to a minimum of 18 gauge.

B. Ends of the UF are rerolled with annular corrugations for proper indexing.

C. Connection fasteners will be provided with by the manufacturer.

PART 3 – EXECUTION

3.0.1. LAYING PIPE

A. Lay all pipe, true to the lines and grades given, with bells upgrade and spigot end fully entered into the bell. When pipe with quadrant reinforcement or circular pipe with elliptical reinforcement is used, install the pipe in a position such that the manufacturer's marks designating "top" and "bottom" of the pipe are not more than five degrees from the vertical plane through the longitudinal axis of the pipe. Do not allow departure from and return to plan alignment and grade to exceed 1/16 inch per foot of nominal pipe length, with a total of not more than 1 inch departure from theoretical line and grade. Take up and relay any pipe that is not in true alignment or which shows any settlement after laying at no additional expense to the City.

B. Do not use concrete pipe with lift holes except round pipe which has an inside diameter in excess of 54 inches or any elliptical pipe.

C. Repair lift holes, if present, with hand-placed, stiff, non-shrink, 1-to-1 mortar of cement and fine sand, after first washing out the hole with water. Completely fill the void created by the lift hole with mortar. Cover the repaired area with a 24 inch by 24 inch piece of filter fabric secured to the pipe.

D. Follow the manufacturer's instructions, to secure the filter fabric to the pipe, until the backfill is placed and compacted.

E. Do not cut or drill into or through the corrugations or ribs of plastic pipe except when necessary to meet the dimensional requirements shown in the Plans.

F. When installing pipes in structures, construct inlet and outlet pipes of the same size and kind as the connecting pipe shown in the Plans. Use the same pipe material within each continuous run of pipe. Extend the pipes through the walls for a distance beyond the outside surface sufficient for the intended connections, and construct the concrete around them neatly to prevent leakage along their outer surface as shown on FDOT's Standard Plans, Index 425-001. Keep the inlet and outlet pipes flush with the inside of the wall. Resilient connectors as specified in 942-3 may be used in lieu of a masonry seal.

G. Furnish and install a filter fabric jacket around all pipe joints and the joint between the pipe and the structure in accordance with Standard Plans, Indexes 425-001 and 430- 001. Use fabric meeting the physical requirements of Type D-3 specified in Section 985. Extend the fabric a minimum of 12 inches beyond each side of the joint or both edges of the coupling band, if a coupling band is used. The fabric must have a minimum width of 24 inches, and a length sufficient to provide a minimum overlap of 24 inches. Secure the filter fabric jacket against the outside of the pipe by metal or plastic strapping or by other methods approved by the Engineer.

H. When rubber gaskets are to be installed in the pipe joint, the gasket must be the sole element relied on to maintain a tight joint. Soil tight joints must be watertight to 2 psi. Water-tight joints must be water-tight to 5 psi unless a higher pressure rating is required in the Plans.

I. When laying pipes that pass through mechanically stabilized earth (MSE) reinforced fill, connect the portion of the pipe within the wall to the external portion of the pipe run only after the full height of the wall supported embankment is in place.

J. When Wall Zone Pipes are shown in the Plans, meet the following requirements:

1. Use resilient connectors on pipes entering and leaving drainage structures.
2. Provide a 2 to 4 inch pipe overhang beyond the drainage structure internal walls.
3. For pipes without welded joints, meet the following additional requirements:
   3.1 Pipe joints must be watertight to 10.8 psi when pulled out 2 inches from the fully homed position in both straight alignment and 5% deflection.
   3.2 Do not allow the gap between sections of pipe to exceed 5/8 inch for all pipe diameters.

3.0.2. TRENCH EXCAVATION

C. Excavate the trench for storm and cross drains, and side drains as specified in sections 02222 “Excavations – General” , Section 02230 “Clearing and Grubbing” and Section 02314 “Excavation, Backfill and Fill for Structural Facility and Utility Systems”.

3.0.3. FOUNDATION

A. Provide a suitable foundation, where the foundation material is of inadequate supporting value, as determined by the Engineer. Remove the unsuitable material and replace it with suitable material, as specified in section 02314 “Excavation, Backfill and Fill for Structural Facility and Utility Systems”.. Where in the Engineer’s opinion, the removal and replacement of unsuitable material is not practicable, he may direct alternates in the design of the pipeline, as required to provide adequate support. Minor changes in the grade or alignment will not be considered as an adequate basis for extra compensation.
B. Do not lay pipe on blocks or timbers, or on other unyielding material, except where the use of such devices is called for in the Plans.

3.0.4. BACKFILLING

A. Backfill around the pipe as specified in section 02314 “Excavation, Backfill and Fill for Structural Facility and Utility Systems” unless specific backfilling procedures are described in the Contract Documents.

3.0.5. PLUGGING PIPE

A. When existing pipe culverts are to be permanently placed out of service, fill them with flowable fill that is non-excavatable, contains a minimum 350 pounds per cubic yard of cementitious material. Install masonry plugs that are a minimum of 8 inches in thickness, in accordance with FDOT’s Standard Plans, Index 430-001.

B. When proposed or existing pipe culverts are to be temporarily placed out of service, plug them with prefabricated plugs as shown in the Plans. Install prefabricated plugs in accordance with the manufacturer's recommendations. Do not fill or construct masonry plugs in any pipe culvert intended for current or future service.

3.0.6. END TREATMENT

A. Place an end treatment at each storm and cross drain, and side drain as shown in the Plans. Sod around end treatments in accordance with FDOT'S Standard Plans, Index 570-001.

3.0.7. TYPE CONCRETE ENDWALLS

A. Construct in accordance with the Plans and Standards Plans.

3.0.8. REMOVING EXISTING PIPE

A. If the Plans indicate that existing pipe is to remain the property of the Department, collect and stack along the right-of-way all existing pipe or pipe arch so indicated in the Plans to be removed, or that does not conform to the lines and grades of the proposed work and that is not to be re-laid, as directed by the Engineer. Take care to prevent damage to salvageable pipe during removal and stacking operations.

3.0.9. SPECIFIC REQUIREMENTS FOR CORRUGATED METAL PIPE

A. Make a field joint with locking bands, as specified in Article 9 of AASHTO M36 and AASHTO M196M for aluminum pipe. For aluminum pipe, fabricate bands from the same alloy as the culvert sheeting.

B. When corrugated metal pipe is used as side drain, storm and cross drain, or gutter drain, use a rubber or neoprene gasket of a design shown to provide a joint. Use a gasket of one of the following dimensions:

1. For annular joints with 1/2 inch depth corrugation: either a single gasket a minimum of 7 inches by 3/8 inch or two gaskets a minimum of 3-1/2 inches by 3/8 inch; and for annular joints with 1 inch depth corrugations: either a single gasket a minimum of 7 inches by 7/8 inch or two gaskets a minimum of 3-1/2 inches by 7/8 inch.

2. For helical joints with 1/2 inch depth corrugation: either a single gasket a minimum of 5 inches by 1 inch or two gaskets a minimum of 3-1/2 inches by 1 inch; and for helical joints with 1 inch depth corrugations: either a single gasket a minimum of 5 inches by 1-1/2 inches or two gaskets a minimum of 3-1/2 inches by 1-1/2 inches.

3. Such other gasket designs as may be approved by the Engineer.

C. If, in lieu of a single gasket spanning the joint, two gaskets are used, place these individual gaskets approximately 2 inches from each pipe end at the joint. When two gaskets are used, seal the overlapping area on the coupling band between the gaskets consistent with the joint performance specified. The Contractor may tuck a strip of preformed gasket material over the bottom lip of the band for this purpose. Use coupling bands that provide a minimum circumferential overlap of 3 inches. As the end connections on the coupling band are tightened, ensure that there is no local bending of the band or the connection. Use precurved coupling bands on pipe diameters of 24 inches or less.

D. Use flat gaskets meeting the requirements of ASTM D1056, designation 2C2 or 2B3. In placing flat gaskets on pipe prior to placing the coupling band, do not stretch the gasket more than 15% of its original circumference. Use circular gaskets meeting the requirements of ASTM C361. Do not stretch the circular gasket more than 20% of its original circumference in placing the gasket on pipe.

E. Apply an approved vegetable soap lubricant.

F. In lieu of the above-specified combination of locking bands and flat gaskets, the Contractor may make field joints for these pipe installations by the following combinations:

1. Use the metal bands as specified in Article 9 of AASHTO M36M that are at least 10-1/2 inches wide and consist of a flat central section with a corrugated section near each end, designed to match the annular corrugation in the pipe with which they are to be used. Connect the bands in a manner approved by the Engineer, with a suitable fastening device such as the use of two galvanized 1/2-inch diameter bolts through a galvanized bar and galvanized strap, suitably welded to the band. Use a strap that is the same gage as the band. Where helically corrugated pipe is to be jointed by this alternate combination, ensure that at least the last two corrugations of each pipe section are annular, and designed such that the band will engage each pipe end with the next-to-outside annular corrugation.

2. For these bands, use a rubber gasket with a circular cross-section of the “O-ring” type conforming to ASTM C361. Use gaskets having the following cross-sectional diameter for the given size of pipe:

Pipe Size	Gasket Diameter
12 inches through 36 inches (with 1/2-inch depth corrugations)	13/16 inch
42 inches through 96 inches (with 1/2-inch depth corrugations)	7/8 inch
36 inches through 120 inches (with 1 inch depth corrugations)	1-3/8 inches

3. Use channel band couplers in helical pipe with ends which have been reformed and flanged specifically to receive these bands. Use channel band couplers that are of a two-piece design, are fabricated from galvanized steel stock conforming to AASHTO M36, have 2 inch by 2 inch by 3/16 inch angles fastened to the band ends to allow for proper tightening, and meet the following:

Band Thickness	Pipe Wall Thickness
0.079 inch	0.109 inch or lighter
0.109 inch	0.138 inch or heavier
3/4 inch wide	0.109 inch or lighter
One inch wide	0.138 inch or heavier

G. Furnish two 1/2-inch diameter connection bolts with each band, that conform to ASTM A307, Grade A and are electroplated in accordance with ASTM B633.

H. Use a gasket with the joint that is a hydrocarbon blend of butyl rubber meeting the chemical composition and physical properties of 942-2.2. Use a 3/8 by 3/4-inch gasket for pipe fabricated from 0.109 inch or lighter material and a 3/8 by 1 inch gasket for pipe fabricated from 0.138 inch and heavier material.

I. The Contractor may use a flange band coupler without the gasket for all applications other than side drain, storm and cross drain, and gutter drain.

J. Do not use the flange band coupler to join dissimilar types of pipes.

K. The Contractor may join reformed flanged helical pipe to existing annular or reformed pipe having annular ends. On non-gasketed installations, use either an annular band or an alternate joint. On gasketed installations, use an annular band, minimum of five corrugations in width, in conjunction with two O-ring gaskets. Use mastic material to seal the area of band overlap.

L. Install pipe using either a trench or open ditch procedure.

M. Check pipe shape regularly during backfilling to verify acceptability of the construction method used. Pipe deflected 5% or more of the certified actual mean diameter of the pipe at final inspection shall be replaced at no cost to the City. Deflection measurements are taken at the point of smallest diameter on the corrugations.

END OF SECTION

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. Work included under this Section covers the furnishing of all labor, equipment and material required for cutting, removing, protecting, constructing, replacing or stabilizing all existing roadways, driveways and pavements of the various types encountered, removed or damaged under this Contract.

B. In addition, all existing utility castings, including valves boxes, junction boxes, handholes, pull boxes, inlets and similar structures in the areas of trench restoration, pavement replacement and pavement overlay shall be adjusted by the Contractor to bring them flush with the surface of the finished work.

1.0.2. QUALITY CONTROL

A. The phrase “FDOT Specifications” shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. The FDOT Specifications, are referred to herein and are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as through reproduced herein in their entirety.

1.0.3. DAMAGE BY CONTRACTOR

A. The Contractor shall be responsible for the protection from damage from his construction operations, all pavements, including all base courses and surface courses, within the work area.

B. Payment for pavement restoration will be made only where such base courses or surface courses are encountered within the limits defined in the pavement repair details shown on the Plans and/or in the City Standard Details at the rear of the Specifications.

C. Any base course or surface course beyond those limits, damaged as a result of the Contractor's operation, shall be restored in accordance with the applicable requirements of these specifications, to the satisfaction of the City, and to the satisfaction of the governing authority having jurisdiction over the work area.

D. Any damage to adjacent lanes of pavement will require the Contractor to resurface the entire lane width for a length, as approved by the City. When the damage amounts to 25 percent or more in any one block (approximately 600 feet), the Contractor shall resurface the entire width of the lane in which the damage occurred for the entire block.

E. The Contractor is hereby notified that wherever the line for repaving for trenches extends one foot into the edge of the existing paving, he shall repave to this edge only. Full lane paving will not be required. Damage to the pavement beyond this line by the Contractor will require that he repave the full width.

F. In order to protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such defective pavement exists prior to proceeding with any work in the vicinity. A copy of all such notices shall be forwarded to the City.

G. No payment shall be made for pavement restoration which falls outside the above described limits and is required for thrust blocks and other appurtenant items. The cost for such work shall be included in the price bid for the applicable item.

H. It is brought to the Contractor's attention that wherever the line of the nominal repaving for trenches extend to within two (2) feet of the edge of the existing paving, he shall repave to this edge.

PART 2 – PRODUCTS

1.0.1. MATERIALS – GENERAL

A. Lime rock Base shall be as specified in Section 02526 “Concrete Pavement, Curb and Walkways”.

B. Asphaltic Pavement, Prime Coat and Tack Coat shall be as specified Section 02750 “Asphaltic Concrete Pavement”.

C. Sand cover material shall be clean and non-plastic, and shall be composed of hard durable grains, free from loam, silt rock particles and shall not contain any sticks, vegetation, grass, roots or organic matter. Local sand meeting such requirements may be used. Sand shall be subject to approval by the City.

D. 1:10 Mix: Sand-cement mix for backfill within state roads shall be a 1:10 mix of Type I or II Portland Cement and Sand that shall produce a slump of 4 to 6 inches.

1.0.2. BITUMINOUS PAVING MATERIAL

Asphalt cement for asphaltic concrete mixes shall be Viscosity Grade AC-20 or AC-30, homogeneous, free from water and shall meet the requirements of FDOT Specifications, Section 916-1. Unless otherwise specified, all test samples required shall be supplied by the Contractor. For friction courses, in addition to meeting the above requirements, the bituminous material shall contain 0.5% of a heat-stable, anti-stripping additive from an approved source.

A. Asphaltic Concrete - Type S-I Mix shall meet the requirements of FDOT Specifications for Type S-I Asphaltic Concrete, Sections 330, 331 and 916 of FDOT Specifications.

B. Asphaltic Concrete - Type I Mix shall meet the requirements of Miami-Dade County Public Works Department Specifications for Type I Asphaltic Concrete Surface Course, Section 133 of the Public Works Manual.

C. Asphaltic Concrete - Type III Mix for asphaltic concrete wearing surface overlay, both

machine laid and standard (skin patch), shall meet the requirements of FDOT Specifications for Type III Asphaltic Concrete, Section 333-1 through Section 333-6.

D. Type V paving repairs shall consist of a machine-laid asphaltic concrete wearing surface overlay, which shall be a nominal one-inch thick asphaltic concrete, meeting the material requirements of Type I repairs. See subsection 3.07, below.

E. Asphaltic Concrete - Type FC-1, FC-2, FC-3 and FC-4 shall meet the requirements of D.O.T Specifications for Friction Courses, Sections 337-1 through Section 337-7.

F. Emulsified Asphalt for Slurry Seal Coat shall be of the slow-setting, mixing type and shall be homogeneous, meeting the requirements of the Asphalt Institute, Grade SS-1 or SS-1h.

G. Liquid Asphalt for Prime and Tack Coat: See Section 02741.

H. Liquid Asphalt for Sand and Asphalt Paving shall be asphalt cement, viscosity Grade AC-5 or emulsified asphalt, Grade RS-2 (anionic) conforming to the requirements of FDOT Specifications, Section 916-1 and 916-4, respectively.

I. Mineral Aggregate for Slurry Seal Coat shall consist of screened sand or limestone screenings or gray granite screenings or a mixture of sand and screenings plus not less than 3%, by weight, of Type I or Type II Portland cement.

PART 3 – EXECUTION

3.0.1. INSTALLATION – GENERAL

A. Permanent pavement repair shall be in accordance with the details shown in the Standard Details herein, with edges straight and parallel and patches rectangular in plan. Replace any paving, beyond the limits shown in the details and as called for in the specifications, as required. Where trenches are located out of the existing pavement and damage occurs to the pavement, that pavement shall also be replaced by the Contractor.

B. Pavement markings removed or obliterated by the Contractor's operations shall be promptly replaced, in kind, to the satisfaction of the City of Opa-Locka Public Works Department.

C. All equipment necessary for construction shall be on the job site in first class working condition. Spilling or dropping of petroleum products is prohibited and all defective equipment shall be removed or replaced immediately. The Contractor shall be subject to all DERM (Department of Environmental Resources Management) regulations and clean up requirements.

D. The percentages of maximum density for subgrade and lime rock base specified herein are minimum. Greater percentages of maximum density shall be obtained, if so required, by the governing authority having jurisdiction over the work location.

E. Asphaltic concrete mixtures shall be obtained only from plants which comply with the requirements of FDOT Specifications, Section 320 as applicable, using materials specified herein, and producing the specified mixture. General construction requirements for all hot bituminous mixtures specified herein shall conform to FDOT Specifications, Section 330, as applicable.

I. Asphaltic concrete shall be laid only where the surface to be covered is intact, firm, cured and dry, and only when weather conditions are suitable. The temperature of the mixture at the time of spreading shall be within 25°F of the temperature set by the Engineer. No mixture shall be spread when the air temperature is less than 40°F nor when the spreading cannot be finished and compacted during daylight hours.

F. Any mixture caught in transit by a sudden rain may be laid at the Contractor's risk, if the base is in suitable condition. Under no circumstances shall asphaltic material be placed while rain is falling, or when there is water on the area to be paved.

G. Subgrade: Roadway subgrades shall be stabilized to the minimum depth shown on the drawings to a Lime rock Bearing Ratio of not less than 40. Stabilizing shall be Type B as defined in Section 160 of the FDOT Specifications. Stabilization may require the addition and thorough mixing in of crushed lime rock, course lime rock screenings, or any other stabilizing material acceptable to the City. The stabilizing material shall be applied in such quantity that, after mixing and blending, the subgrade will have a LBR of not less than 40. Stabilizing material shall be mixed or blended in the subgrade material by plowing, scarifying, disking, harrowing, blading and mixing with rotary tillers until the mixed materials are of uniform bearing value throughout the width and depth of the layer being processed.

H. At least three density determinations shall be made on each day's final compaction operations on each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the City.

I. Lime rock Base: The lime rock base shall be constructed in accordance with Sections 200 and 911 of the FDOT Specifications, to the thickness and width indicated on the drawings.

J. After spreading of the base material is completed, the entire surface shall be scarified and shaped so as to produce the exact grade and cross section after compaction. For double course base, this scarifying shall extend a depth sufficient to penetrate slightly the surface of the first course. The maximum depth of each lift shall be 8-inches.

K. When the material does not have the proper moisture content to ensure the required density, wetting or drying shall be required. If the material is deficient in moisture, water will be added and uniformly mixed in by disking the base course to its full depth. If the material contains an excess of moisture, it shall be allowed to dry before being compacted. As soon as proper conditions of moisture are attained, the material shall be compacted to an average density not less than 98 percent maximum density as determined in more than one course, the density shall be obtained in each lift of the base.

L. During final compacting operations, if blading of any areas is necessary to obtain the

true grade and cross section, the compacting operations for such areas shall be completed prior to making the density determination on the finished base.

M. Unless otherwise directed by the Engineer of Record, the surface shall be "hard-planed" with a blade grader immediately prior to the application of the prime coat to remove the thin glaze or cemented surface and to allow free penetration of the prime material. The materials planed from the base shall be removed from the base area.

N. If cracks or checks appear in the base, either before or after priming, which in the opinion of the City, would impair the structural efficiency of the base course, the Contractor shall remove such cracks or checks by rescarifying, reshaping, adding base material where necessary and recompacting.

O. Mixing Base and Subgrade: If at any time the subgrade material shall become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.

P. Asphaltic Concrete: The spreading, compacting and jointing the wearing surface shall be in accordance with Sections 330 and 331 of the FDOT Specifications to the thickness indicated on the drawings.

3.0.2. TEMPORARY PAVING

A. Prior to commencing excavation, the asphalt surface shall be saw-cut within the limits of the allowable trench width. Temporary paving will be required along the entire route where the original paved surface is removed. Unless otherwise approved by the City, temporary paving shall be placed the same day the trench is backfilled. The trench shall be backfilled up to a level 1 inch below the existing pavement surface and a temporary, cold mixed sand/asphalt pavement shall be constructed up to the level of the existing pavement surface. The liquid asphalt shall be Grade RC-70, conforming to the requirements of FDOT Specifications, Section 916-2. The sand shall conform to the requirements of FDOT Specifications, Section 902.3 for fine aggregate.

B. The cold mix is to be installed one block at a time, not crossing any intersection, or a maximum of 1,200 feet shall be completed before the Contractor may move forward with his excavation work. Backfill, compaction and temporary paving is to keep pace with the pipe installation. Written permission must be obtained from the City permitting the work to allow greater lengths than 1,200 feet. Permitting agencies may reduce the allowable limits in their permit, or for other unforeseen right-of-way conditions.

C. Prior to completion of the work and within a maximum of 30 calendar days, the Contractor shall remove the 1 inch of cold mix and surplus backfill. The Contractor shall replace it with the specified compacted lime rock base course and asphaltic within the specified working limits. Municipal agencies permitting this work may accelerate the time for removal of the cold mix, at their discretion.

D. The temporary pavement shall be maintained by the Contractor in a condition satisfactory to the City until its removal. Removal shall include any surplus backfill material. Replacement of the temporary pavement with permanent pavement shall be made within 30 days. In replacing the temporary paving with permanent pavement, all work shall be completed in sections compatible with specified traffic maintenance procedures.

E. The Contractor may elect to install a suitable temporary hot mix asphaltic pavement, to be left in-place, in lieu of cold mix, when the hot mix asphalt is left in-place and installed over properly compacted lime rock base course. This temporary pavement shall be incorporated into the specified permanent pavement restoration as part of Type I paving restoration.

F. Sand seal on the lime rock base course will not be permitted in lieu of temporary paving.

G. Unless otherwise approved by the City, temporary paving, shall be placed within twenty-four hours following the completion of backfilling.

3.0.3. TYPE I PAVING REPAIR (LIMEROCK BASE - ASPHALTIC CONCRETE SURFACE)

A. Type I paving repairs shall be made with an 8-inch thick compacted lime rock base and a minimum 1-inch thick asphaltic concrete surface, as detailed in the Standard Details. On Public Works roads asphaltic concrete shall have a compacted thickness of 2-inch, placed in a minimum of two (2) compacted 1-inch lifts.

B. Limerock for pavement base shall be Miami limerock obtained from local sources where the overburden was removed from the pits prior to mining operations. The limerock shall comply with the requirements of FDOT Specifications, Section 911.

C. The backfill previously placed and compacted shall be excavated to the required depth below the existing road surface and the existing paving shall be cut back beyond all excavations, using an abrasive disc saw to trim the edges to straight and true lines, minimum width for the lime rock base shall be equal to the trench width plus 2 feet. Eight inches of lime rock base shall be placed in two layers, each layer compacted to not less than ninety-eight percent (98%) density in accordance with Section 200 of FDOT Specifications. During rolling, the base shall be wetted down, as necessary, to secure the greatest possible compaction. After rolling, the entire surface of the base shall be thoroughly scarified to a depth of not less than 3 inches and shaped to conform to and be parallel with the existing surface, then watered and rolled again. Rolling and watering shall continue until the entire depth of the base is bonded and compacted into an unyielding mass.

D. If at any time the subgrade material becomes mixed with the lime rock base course materials, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean rock which shall be watered and rolled until satisfactorily compacted.

E. After the lime rock base course has been properly prepared and is dry and ready to receive the wearing surface, a tack coat of emulsified asphalt, in accordance with

Section 02741, shall be applied at a rate of 0.10 gallon per square yard, immediately followed by the asphaltic concrete. The tack coat shall be applied to the entire lime rock base uniformly, and shall thoroughly coat all surfaced. Care shall be taken to tack coat and bond the edge of surrounding pavement.

F. The asphaltic concrete shall be plant mixed, using the best grade of local aggregates of approved size and gradation and mixed with an approved binder and conforming the either the State of Florida Department of Transportation Specifications, Type S-1 Asphaltic Concrete, Sections 330, 331 and 916 of FDOT Specifications, or Miami Dade County Public Works Type I, as ordered by the Engineer of Record.

G. Where the width of the repair permits, the asphaltic concrete plant mix material shall be placed by means of an approved mechanical spreader and finisher. The mixture shall be compacted to true grade and cross section by means of a tandem roller weighing not less than eight tons. The compacted asphaltic concrete mixture shall not be, in any case, less than one inch in thickness. Rolling shall proceed as closely behind the spreader as possible and all material shall be completely compacted the same day it is placed. The minimum width of the wearing surface shall be the same as the base.

3.0.4. TYPE IV PAVING REPAIRS (CONCRETE SLAB – RIGID PAVEMENT)

A. Type IV repairs will be used when the restoration work falls within the limits of existing rigid pavement.

B. Paving repairs shall be similar to Type III paving repairs except that No. 4 reinforcing steel bars spaced 12 inches on centers both ways shall be substituted for the mesh reinforcement, and the slab shall be 8 inches thick instead of 6 inches, with the top of the concrete matching the elevation and finish of the existing pavement. The asphaltic concrete surface course is not required.

3.0.5. TYPE V PAVING REPAIRS (ASPHALTIC CONCRETE WEARING SURFACE OVERLAY)

A. Type V paving repairs shall be made where noted on the plans and/or as ordered by the Engineer or Record. Type V paving repairs shall consist of a machine-laid asphaltic concrete wearing surface overlay, which shall be a nominal one-inch thick asphaltic concrete, meeting the material requirements of Type I repairs, as specified hereinabove. As used herein, "overlay" shall mean Type V paving repairs. A special wearing surface may be substituted, if required.

B. In general, the overlay shall be applied in a full lane width or widths, after the permanent paving repairs over the trench have been made. Type V is usually in addition to required Type I repairs. Since the quantity of Type V repairs that may be required is usually unknown until pavement restoration work begins, Type V repairs may be established in the Proposal on a contingent basis.

C. All longitudinal and transverse asphalt replacement overlay wearing surfaces shall butt into adjacent existing asphalt wearing surfaces in full lane asphaltic pavement restoration. The finish elevation of the new full lane overlay shall meet existing elevations adjacent to the new work.

D. The existing asphaltic concrete surface shall be saw cut for its full depth or 1-inch minimum, and then stripped back for at least 2 feet into the area to be overlaid to a second cut which shall also be in clean straight lines. The second, or interior, cut edge shall be rolled with a tandem roller weighing not less than 8 tons before the overlay is applied. The stripped area shall be used to provide a smooth transition or "feather" area between the overlay and the existing pavement. Before placing the overlay, all cut edges and the surface of the stripped area shall be tack coated with emulsified asphalt as specified herein below.

E. If the Contractor requests in writing to "feather" the longitudinal edge, and if written permission is granted to "feather" the asphalt by the City a sanded mix of 70-30 type shall be used. "Feathering" shall begin 18 inches from the tapered edge.

F. Prior to installing a full lane width overlay over existing asphaltic pavement the trench and shoulders over the pipe shall be sawcut and filled with asphaltic concrete to the required depth, terminating flush with the existing adjacent asphalt in accordance with the municipality having jurisdiction over the work for Types I, II or M. Type V overlay will be installed as detailed above.

G. When a minor amount of asphalt surface will remain, generally with large pipe installations, after the pipe has been installed and the required longitudinal saw cutting of the asphaltic pavement completed, the Contractor may request permission to remove all the asphalt in the lane, by saw cutting the asphalt adjacent to the existing lane, then placing the Type V overlay flush with the adjacent asphalt. This would require that the Type I, II or M finish elevation be lowered 1 inch to allow for the Type V overlay.

H. Before the overlay is applied, existing surfaces shall be swept clean of all dirt and debris, using a power driven broom if warranted by the size of the location to be overlaid and/or as ordered by the City. Pavement edges shall be cleared of all encroaching vegetation, loose sand, rock and all other foreign matter. When the existing surface is thoroughly clean, a tack coat of Emulsified Asphalt Grade RS-2 (anionic) shall be applied at the rate of approximately 0.10 gallon per square yard, immediately followed by the asphaltic concrete overlay.

I. Machine-laid overlay shall be placed by means of an approved mechanical spreader and finisher, and the mixture shall be compacted to true grade and cross section by means of a tandem roller weighing not less than 8 tons.

J. The compacted overlay shall be thicker as required to produce a smooth uniform surface free of any irregularities but shall not be less than one inch in thickness. Existing depressed areas in the asphaltic pavement, which could collect water after a rainfall shall be corrected before placing the asphaltic overlay. Rolling shall proceed as close behind the spreading of the asphaltic overlay as possible, and all materials shall be completely compacted the same day it is placed.

3.0.6. SLURRY SEAL COAT

A. Slurry-seal repairs shall be made where ordered by the Engineer of Record or the City.

B. Before any material is laid, the existing surface shall be cleaned with brooms or power blowers. Vegetation which has overgrown the edges shall be removed. All cracks, potholes and depressions shall be brought up to grade with bituminous concrete skin patching.

C. A tack coat, if required, shall consist of emulsified asphalt SS-1h, diluted with 3 parts of water, sprayed and squeegeed or broomed at a rate of 0.1 to 0.2 gallons per square yard.

D. A minimum thickness of 1/8-inch to a maximum of 1/4-inch of slurry mix shall be spread by a drag distributor at a maximum rate of 180 feet per minute. Any ridges or surplus material shall be smoothed by hand squeegee. The pavement shall be kept damp with a fog spray just ahead of the machine.

E. A second coat shall not be applied to, nor traffic permitted to drive upon, the first application until it has thoroughly dried. (A dry condition is such that an automobile tire track does not show after driving on the surface).

3.0.7. ASPHALT COLD MILLING

A. Cold milling of the existing pavement for a 1-inch depth shall be done by using an automated pavement planer capable of maintaining an accurate depth. Cold milling equipment shall meet the approval of the Engineer and the governing agency having jurisdiction at the location of the pavement milling operation. The Engineer's word as to the acceptability of the equipment shall be final

B. After the pavement has been milled and the existing pavement removed, a tack coat shall be applied as specified above.

C. The required width of 1-inch thick asphaltic concrete wearing surface of the specified wearing course shall be applied in accordance with the above specifications.

D. The Contractor shall perform asphalt cold milling where called for on the plans or as required for a complete installation, when approved or requested by the City. Cold milling shall be done using an automated pavement planer capable of maintaining an accurate depth. Cold milling equipment shall meet the approval of the City and governing agency having jurisdiction at the location of the pavement milling operation. All charges for maintenance of traffic, transportation of personnel, equipment and other mobilization charges shall be considered as incidental to the cold milling operation.

E. Cold asphalt milling shall be provided to improve the rideability of the finished pavement, lower the finished grade adjacent to an existing curb prior to resurfacing or to completely remove existing pavement. The overall length of the milling machine (excluding the conveyor) shall be a minimum of 18 feet, and having a minimum cutting width of six feet. The milling operation shall be operated to effectively minimize the amount of dust being emitted from the machine. Prewetting of the pavement may be required. In areas where milling is to be performed around the City utility structures such as manholes, valve boxes etc., proper caution shall be taken as not to damage any of the structures. Saw-cutting of the concrete surrounding the structure and using

a pick or other means so as not to disturb the structure shall be employed to prevent any damage. Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable, the fine material which will dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creating a traffic hazard and to minimize air pollution.

F. The milling operation shall be continuous so as to complete each site without any delays. All milling operations shall be coordinated by the City Inspector.

G. Traffic maintenance charges shall include the installation and maintenance of all traffic control and safety devices, in accordance with specifications outlined in the Dade County Public Works Manual. In addition, the Contractor shall provide all barricades, flashing warning lights and/or arrow boards necessary to maintain safety and warn motorists of the construction.

3.0.8. REPAIR OF DAMAGED PAVEMENT

A. All damage to pavement by the Contractor as a result of Work under this project shall comply with "DAMAGE BY CONTRACTOR", above, and shall be repaired in a manner satisfactory to the City. The repair shall include the preparation of the subgrade, the placing and compacting of the lime rock base, the priming of the base, the placing and maintaining of the surface treatment, all as specified herein.

B. The width of all repairs within the work area shall extend at least 12 inches beyond the limit of the damage. The edge of the pavement to be left in place shall be cut to a true edge with a saw or other acceptable method so as to provide a clean edge to abut the repair. The line of the repair shall be uniform with no irregularities. Repair of damage by the Contractor beyond the work area shall be approved by the governing agencies having jurisdiction over the work prior to commencing the work.

3.0.9. CONCRETE PAVEMENT REPAIR

A. This type of repair shall be made only on Florida Department of Transportation roadways when the original pavement is concrete.

B. The existing pavement shall be saw cut in straight lines as outlined by the City at the location of the replacement. The pavement shall be removed and the fill shall be mechanically compacted to 98% of the maximum density obtainable as determined by AASHTO Standard T-180. The fill in the trench and shoulders shall be brought to a depth equal to the thickness of the existing concrete pavement, but not less than 8 inches in any case. The opening thus formed, shall be filled with concrete having a design strength of 5,000 psi and made with High Early Strength Cement. The concrete slab shall be reinforced with ½ inch steel reinforcing rods, 12 inches on center each way, placed 2 inches above the bottom of the slab. The surface of the slab shall be struck off with a screed and finished with a wood float and brush to conform to the grade and finish of the existing pavement. Apply liquid curing compound after initial set. The Contractor shall provide adequate means to protect the slab until it has cured sufficiently to withstand vehicular traffic without spalling or breaking apart. Construction joints and expansion joints in the original pavement shall be reproduced

in the repair with matching materials.

END OF SECTION

PART 1 – GENERAL

1.0.1 SCOPE OF WORK

This section consists of pavement markings and traffic signs on the Drawings, specified herein and as required for a complete installation.

1.0.2. QUALITY ASSURANCE

A. The phrase "DOT Specifications" shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. The DOT Specifications, are referred to herein and are hereby made a part of this Contract to the extent of such references, and shall be as binding upon the Contract as though reproduced herein in their entirety.

B. Pavement markings for this Project shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. Pavement markings removed or obliterated by the Contractor's operations shall be promptly replaced in kind to the satisfaction of the City of Opa-Locka Public Works Department, or other authority having jurisdiction over the work area.

1.0.3. CERTIFICATION

The Contractor shall furnish the manufacturer's certification that all signs furnished conform to these specifications and shall replace or repair at his expense all signs that fail to meet this requirement.

PART 2 - PRODUCTS

2.0.1. PAVEMENT MARKING

Paint for pavement strips shall be as specified in Part 3, Execution.

2.0.2. REFLECTIVE MARKERS

Reflective markers shall be installed in the pavement in accordance with OSHA, DOT and City of Opa-Locka Public Works requirements.

2.0.3. TRAFFIC SIGNS

A. General: Traffic regulating signs shall conform to the colors, dimensions and requirements of the Manual on Uniform Traffic Control Devices (ANSI) and displaying the lettering and symbols indicated on the Drawings.

B. Sign Panels and Support Members: Sign panels and support members shall conform to Aluminum Association Alloy 6061-T6.

C. Bolts: Bolts shall conform to Aluminum Association Alloy 2024-T4 with an anodic coating 0.0002-inches thick minimum and chromate sealed.

D. Nuts: Nuts shall conform to Aluminum Association Alloy 6269-T9.

E. Reflective Sheeting: Reflective sheeting shall conform to DOT Type A requirements.

F. Construction Warning Signs: The CONTRACTOR shall install traffic and warning signs during construction in accordance with OSHA, DOT and Dade County Public Works requirements.

PART 3 - EXECUTION

3.0.1. TRAFFIC PAINT

A. This type of pavement painting shall be used where no thermoplastic paint is required or as temporary paint during the time required for paving "cure" prior to application of thermoplastic paint markings.

B. Traffic paint used for this work shall conform with the requirements of Section 971-12 of the Florida Department of Transportation Standard Specifications for Road and bridge Construction, or, at the Contractor's option, fast dry traffic paint, as specified in D.O.T. Specifications, Section 971-13, may be used.

C. The colors of the paint shall be yellow or white, as existed before the repair.

D. All equipment shall be of a type and design which will readily produce the required uniformity of application of the stripes, both as to thickness of coating and alignment. The paint machine shall be of the spray type, capable of spraying the paint to the required "spread" without thinning of the paint. The paint tank shall be equipped with a mechanical agitator. The nozzle shall have cut-off valves which will apply broken or "skip" lines automatically. Each nozzle shall also be provided with suitable line guides, either metallic shrouds or air blasts.

E. Painting shall be done only during daylight hours and, as far as practicable, shall be terminated in time to permit sufficient drying by sunset. No paint shall be applied when moisture is present on the surface to be painted or when the air temperature is below 40 degrees

F. Painting shall not be done when winds are sufficient to cause spray dust. F. The surface which is to be painted shall be cleaned, by compressed air or other effective means, immediately before the start of painting, and shall be clean and dry when the

paint is applied. Any vegetation or soil shall be removed from the pavement before edge striping is begun.

G. The paint shall be thoroughly mixed before it is poured into the painting machine and no thinning of the paint will be allowed at any time. Before the start of each day's work, the paint container, the connections, and the spray nozzles on the machine shall be thoroughly cleaned with paint thinner or other suitable cleaner.

H. The traffic stripe shall be of the specified width, with clean, true edges and without sharp breaks in the alignment. A uniform coating of paint shall be obtained and the finished stripe shall contain no light spots or paint skips. Any stripes which do not have a uniform, satisfactory appearance, both day and night, shall be corrected.

I. All newly painted stripes, including edge stripes, shall be protected until the paint is sufficiently dry to permit vehicles to cross the stripe without damage from the tires. While the center line stripes are being painted, all traffic shall be routed away from the painting operations and the newly painted stripe. When necessary, a pilot car shall be used to protect the painting operations from traffic interference.

J. Any portions of the stripes damaged by passing traffic or from other causes shall be repainted.

K. Paint for temporary pavement markings shall also be used where thermoplastic markings are to be applied after the asphaltic concrete has "cured." The cure time shall be based on thermoplastic manufacturer's recommendations. However, in accordance with FDOT requirements, asphalt shall have been in place for 30 days before application of thermoplastic stripe.

3.0.2. THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS

A. Thermoplastic pavement markings, including stripes, pavement messages, stop bars, directional arrows, reflective pavement markers and other miscellaneous items, shall be replaced as existed before the repair was made. The thermoplastic compound shall be extruded or sprayed onto the pavement surface in a molten state by mechanical means, with surface application of glass spheres, when required. Upon cooling to ambient pavement temperature, the compound shall produce an adherent pavement marking of specified thickness and width and capable of resisting deformation.

B. The colors of the compound shall be white or yellow, as existed before the repair.

C. Where thermoplastic markings are to be applied to concrete pavement, a sealing primer, as specified in F.D.O.T. Specifications Section 711-2.2, shall be applied in advance of the placing of the stripes.

D. The thermoplastic shall be applied to the pavement utilizing either extrusion or spray application equipment. The application equipment shall be so constructed as to provide continuous mixing and agitation of the material. Conveying parts of the

equipment between the main material reservoir and the shaping die or gun shall be so constructed as to prevent accumulation and clogging. The equipment shall be constructed so that all mixing and conveying parts up to and including the shaping die or gun, maintain the material at the plastic temperature with heat transfer oil or electrical element controlled heat. Direct fire heat transfer will not be allowed.

E. The application equipment shall be so constructed as to insure continuous uniformity in the dimensions of the stripe. The applicator shall provide a means for cleanly cutting off square stripe ends and shall provide a method of applying "skip" lines. The use of pans, aprons, or similar appliances which the die overruns will not be permitted.

F. Glass spheres applied to the surface of the completed stripe shall be applied by an automatic bead dispenser attached to the striping machine in such a manner that the beads are dispensed almost instantaneously upon the installed line.

G. Special kettle(s) shall be provided for melting and heating the thermoplastic material. The kettle(s) shall be equipped with automatic thermostatic control devises to provide uniform temperature control and prevent overheating of the material. The applicator and kettle(s) shall be equipped and arranged as to satisfy the requirements of the National Fire Underwriters, the State of Florida, Dade County and any municipal authority applicable to where the work is being done.

H. Applicators shall be mobile and maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. The applicator equipment to be used on roadway installations shall consist of either hand equipment or truck mounted units depending on the type of marking required.

I. The hand applicator equipment shall be insulated, have sufficient capacity to hold 150 pounds of molten material, and be sufficiently maneuverable to install crosswalks; lane, edge and center lines; arrows and legends.

J. The truck mounted unit for lane, edge and center lines shall consist of a mobile selfcontained unit carrying its own material capable of operating at a minimum speed of five miles per hour while installing striping.

K. Application time, weather limitations and surface preparation shall be in accordance with FDOT. Specifications Sections 710-4, 710-5 and 710-8. In accordance with FDOT requirements, asphalt shall have been in place for 30 days before application of thermoplastic stripe.

L. The material, when formed into traffic stripes or other markings, shall be readily renewable by placing an overlay of new material directly over an old line of compatible material in such a manner that no splitting or separation takes place.

M. The application temperature shall be within the range specified by the manufacturer of the thermoplastic compound being used.

N. All pavement edge lines, gore, island and diagonal strip markings, bike lane symbols and messages, wherever located, shall have a minimum thickness of 0.060 inch at the edges and a maximum thickness of 0.120 inch at the center. A minimum average film thickness of 0.060 inch shall be maintained. All lane lines, center lines, transverse markings (except shoulder markings) and pavement markings within traffic wearing area (such as dotted turning guide lines) shall have a minimum thickness of 0.090 inch at the edges and a maximum thickness of 0.188 inch at the center. A minimum average film thickness of 0.090 shall be maintained. All thickness measurements shall be an average in any three foot length.

O. The glass sphere top coating shall be applied by a type of glass sphere dispenser or gun which will embed the spheres into the line surface to at least one-half their diameter. The glass sphere top coating shall not incur more than a 10 percent loss during the first 30 days of traffic exposure.

P. Reflective pavement markers shall be installed as they existed before the repair. They shall be replaced with the appropriate color or colors and oriented in the correct direction as specified in Section 706 of the F.D.O.T. Specifications. Paving markings for this Project shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, as revised by the governing agency.

3.0.3. FABRICATION

Preparation of sign blanks and fabrication of reflectorized faces shall conform to the applicable requirements of DOT Sections 700-4 and 700-5.

END OF SECTION

02900 LANDSCAPING

PART 1 – GENERAL

1.0.1 SCOPE OF WORK

A. Work included in this Section includes tree removal, tree relocations, furnishing and planting trees, plants and grass of the species, sizes and quality specified, fertilizing, watering, maintaining plants, guarantee and obtaining all permits from municipalities having jurisdiction over this work.

B. The schedule of trees and plants, if applicable, is shown on the drawing, and indicates the common and botanical names, the quantities and sizes of plants to be used.

C. Plants shall be sound, healthy and vigorous, well branched and densely foliated when in leaf with well developed root systems free of disease and insects, pests, eggs or larvae. No plants will be accepted unless healthy and showing satisfactory foliage conditions.

1.0.2. Solid sod and grass submittal to be submitted to the Engineer or Record for approval prior to installation.

PART 2 - PRODUCTS

2.0.1. GRASSING, SOLID SOD AND SEED:

A. General:

1. Solid sod shall be planted in the unpaved areas abutting the structures and extending to the limits shown on the Plans.

2. Grass seeding: All other unpaved areas shall be planted with grass seed and mulched.

3. When solid sod or grass seed is to be placed adjacent to or in close proximity to existing sod or grass, the Contractor is to use similar sod or grass and obtain approval from the Engineer of Record prior to installation. In public areas and right-of-ways the Contractor is also required to comply with Governmental Agency requirements and provide the City with written approval of said agency prior to installation of grass and sod.

B. Materials:

1. Solid Sod:
   a. Solid sod shall be certified bitter blue St. Augustine Floratam. The sod shall be firm touch texture having a compact growth of grass with good root development. It shall contain no weeds or other objectionable vegetation.

b. The soil embedded in the sod shall be good clean earth, free from stones and other debris. The sod shall be free from fungus, vermin and other diseases. The sod and soil shall be approximately 2" thick.

c. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be cut into uniform dimensions approximately 12" X 24". Abutting joints shall be free of open spaces with a tamped or rolled surface so that there are no joint openings.

2. Topsoil: Soil utilized for planting grasses shall be a mixture of pulverized 50% rock free siliceous sand and 50% clean mulch from an approved source. All ingredients shall be free of sticks, roots, rocks, lumps or other impurities or debris. All soil shall be delivered in a loose friable condition. Topsoil may be "unsuitable top soil" removed during the course of other work hereunder, if approved by the Engineer of Record. Topsoil shall be free of undesirable plants and seeds. Any such plants sprouting from areas of recent topsoil application shall be presumed to have originated in the topsoil and shall be eradicated from the area by the Contractor at his expense. Means of eradication shall be submitted to the Engineer of Record for approval.

C. Planting of Grassing:

1. Solid Sod: Unless otherwise directed by the Engineer, four inches of topsoil shall be placed. The ground area shall be saturated with water. Sod shall be placed on the graded and watered ground firmly butted on all sides by sod without leaving holes, slots, or depressions. Sod shall be top dressed with soil (herein before specified) where required to bring all fill to voids and provide a uniform grass matt if approved by the Engineer of Record. Soil shall firmly abut all structures to which it surrounds or contacts. Immediately after the grassing process, the entire grassed or mulched area shall be rolled thoroughly with a cultipacker traffic approved roller, or other 1,000 pound roller. At least two trips over the entire area will be required.

2. Grass Seeding: As above, place four inches of topsoil and saturate with water. Thereafter seed and mulch

D. Fertilizing Grassing:

1. Commercial fertilizers shall comply with all Federal, State and County fertilizer laws.

2. The numeral designations for fertilizer indicate the minimum percentage (respectively) of (1) total nitrogen, (2) available phosphoric acid, and (3) water soluble potash, contained in the fertilizer.

3. Designations may be approved specifically for a particular project and if liquid fertilizer other than that of chemical designation 8-8-8 is used, the total nitrogen content shall not exceed 12 percent.

4. At the Contractor's option liquid or dry fertilizer may be used. All grass shall be fertilized and watered in during the planting operation using the application rate and method directed by the manufacturer of the fertilizer used.

E. Guarantee and Maintenance of Grassing:

1. Guarantee:

a. The Contractor shall guarantee all grasses for a period of six months from the date of acceptance of the completed overall project from the Contractor.

b. The Contractor shall guarantee the grasses shall be alive, free of disease and have a healthy appearance at the end of the guarantee period.

c. During the guarantee period, the Contractor shall replace any grass which is diseased, dead or visually unsightly within 3 days when requested in writing.

2. Maintenance:

a. The Contractor shall maintain all grass guaranteed above for the period of the guarantee. Such maintenance shall include filling, leveling, and repairing eroded areas, replanting areas where the establishment of the grass does not develop satisfactorily, and watering as required. In no case shall such maintenance be less than 3 weeks for watering and 6 weeks for remaining maintenance care.

b. The maintenance of the grass shall include, regular mowing, one application of approved dry or liquid fertilizer to the grasses guaranteed above. The fertilizer shall be applied and watered in as directed by the manufacturer. The time of fertilizing shall be approved.

c. The Contractor shall be required under the maintenance of the guaranteed grasses to safeguard and take all possible precautions against damage from the elements and other possible damage. The Contractor shall be required to clean up the effected landscape area during the maintenance period due to any such event. The Contractor shall not be responsible to replace grasses properly protected under this item of the specifications, damaged by the events beyond his control.

2.0.2. PLANTS AND TREES: (If required by relocation and if shown on the drawings)

A. Grade Standards and Quality:

1. Quality of all plants shall be at least equal to that defined as No. 1 by the State Plant Board of Florida in Grades and Standards for Nursery Plants, Part I, 1963 Revised Edition, and Part II, Palms and Trees.

2. All plants shall be sound, healthy and vigorous, well branched and densely foliated when in leaf. They shall have healthy, well developed root systems and shall be free of disease and insect pests, eggs or larvae.

3. No plants will be accepted unless they are healthy and show satisfactory foliage conditions.

4. All plants shall conform to the measurements specified or indicated on the Drawings except that up to 10 percent of undersized plants in any one variety or grade may be used provided there are sufficient oversized plants to make the average equal to or above specified grade. Plants larger than specified may be used if approved by the Engineer of Record, but use of such plants shall not increase the Contract price. The spread of roots or ball of earth for larger plants shall be increased in proportion to the size of the plant.

B. Plant Designation: With reference to method of cultivation, root system status, etc., plants for landscaping shall be classified under the following designations:

1. Balled and Burlapped:

   a. Plants so classified shall be dug with firm natural root balls of earth, of sufficient diameter and depth to include most of the fibrous roots. The root ball of these plants shall be properly wrapped with burlap sack material and remain protected and moist until they are planted. Plants whose burlapped balls have cracked or become sagging, or plants showing scars from rope and cable marks or other improper handling are not acceptable. All balled and burlapped plants which cannot be planted immediately upon delivery shall be set on the ground and shall be well protected with soil, wet moss, or other acceptable material. The plants shall be set with the burlap cover intact and with the burlap showing, until inspection. At final inspection, the burlap may be cut away to ground level and completely covered with soil.

   b. It is required that, balled and burlapped materials, 1½ inches or more in caliper, shall be root-pruned at least 45 days before being dug and such fact shall be certified on accompanying invoices. Where, in the opinion of the Engineer of Record following his inspection of the grower's stock, adequate root pruning is being obtained by the grower's general cultivating practices, he may consider such fact as meeting this requirement.

2. Wire Balled and Burlapped:

a. Plants grown in soil of a loose texture which does not readily adhere to the root system shall have sound hog wire placed around the burlapped ball before the plant is removed from the excavation. The wire shall be looped and tensioned until the burlapped ball is substantially packaged so as to prevent loosening of the soil around the roots during handling.

b. Wire balled and burlapped plants shall otherwise comply with the requirements for balled and burlapped plants described in 1 above.

3. Container Grown Plants:

a. Container grown plants shall have been grown in a container large enough and for sufficient time for the root system to have developed well enough to hold its soil together firm and whole. No plants shall be loose in the container. Plants which have become pot bound or for which the top system is too large for the size of the container, will not be acceptable.

b. All containers with vertical sides shall be cut and opened fully, in a manner such as will not damage the root system. Container grown plants shall not be removed from the container until immediately before planting, when all due care shall be taken to prevent damage to the root system.

4. Bare-Root Plants: No bare-root plants shall be used unless specifically required by the Engineer of Record or called for on the drawings.

5. Palms:

a. Palm species shall have the roots adequately wrapped before transplanting except when they are container grown. Burlapping will not be required if the palm is carefully dug from marl or heavy soil that it adheres to the roots and retains its shape without crumbling. During transporting and after arrival, root balls of palm shall be carefully protected from the wind and exposure to the sun. After delivery to the job site, if palm is not planted within 24 hours, the root ball shall be covered with a moist material.

b. All moving of sabal, coconut and royal palms shall be in accordance with Heavy Trunk Palms, as described in "Florida Grades and Standards for Nursery Plants, Part II".

6. Rooted Cuttings: Cuttings shall be kept moist at all times. They shall be rooted in a medium other than wood shavings and have at least 4 root tips of ½-inch or longer.

C. Transportation and Inspection:

1. Plant transportation shall comply with all Federal and State regulations therefor and, upon delivery at the site, all plants shall be inspected for conformity to

specifications and for handling damage. Rejected plants shall be removed immediately from the site by the Contractor.

2. Foliage trees when moved in full leaf shall be treated with "Wilt Pruf" or "Plantguard", as they are loaded at their growing site. This material shall be applied to the entire tree with a fine spray at a dilution of 1 part "Wilt Pruf" or "Plantguard" to 15 parts of water.

3. Trees which have to be transported in excess of 10 miles to reach the job site, shall be covered with a 70 percent shade-cloth-tarp, or equal in order to prevent wind burn.

4. Immediately following the delivery and inspection at the job, all plants with exposed roots shall be heeled-in moist soil or peat moss. All plants heeled-in shall be properly maintained by the Contractor until planted.

5. The balls of balled and burlap plants, must, if not immediately planted after delivery and inspection, be adequately protected by covering until removed for planting, in a manner appropriate to prevailing conditions and in accordance with accepted horticultural practices. The Contractor shall, in loading, unloading, or handling of plants, exercise utmost care to prevent injuries to the branches or roots of the plants. The solidity of the ball of balled and burlapped plants shall be carefully preserved. Handling of the plant by parts other than the ball shall be cause for rejection of such plant. Bare root plants which have been heeled-in shall be properly handled during the distribution of planting beds.

D. Planting Materials:

1. Planting Soil: Planting soil shall be a pulverized mixture of 50% rock free siliceous sand and 50% clean mulch from an approved source. All ingredients shall be free of sticks, roots, rocks, lumps, or other impurities or debris. All soil shall be delivered in a loose friable condition.

2. Fertilizer:

   a. Fertilizer shall be as specified in subsection 2.01-D, herein.

   b. Fertilizer shall be selected and used as recommended by the manufacturer for each particular plant.

3. Mulch: Mulch shall be ground bark, bark peelings, peat, hay or straw. Cypress mulch shall not be used because its harvest degrades cypress wetlands.

4. Anti-Desiccant: Anti-desiccant shall be "Wilt Pruf", "Plantguard", or equal, delivered in the manufacturer's containers and used in accordance with the manufacturer's instructions.

5. Water:

    a. Water for the irrigation of the new plantings during the progress of construction shall be provided by the Contractor in accordance with the provisions previously specified.

    b. The Contractor shall furnish adequate watering equipment and shall continue watering to properly establish the new plantings throughout the maintenance period.

6. Wire: Wire for the bracing and guying shall be pliable No. 12 or No. 14 gauge galvanized soft steel wire.

7. Stakes and Ties: Stakes and ties shall be provided in accordance with the requirements of PART 3 EXECUTION, below.

PART 3 - EXECUTION

3.0.1. EXCAVATION OF PLANT HOLES:

A. Plant hole excavations shall be roughly cylindrical in shape, with the sides approximately vertical. Plants shall be centered in the hole, with the trunk location as shown in the Plans.

B. Bottoms of the holes shall be loosened at least 6-inches deeper than the required depth of excavation.

C. Holes for balled and burlapped and wire balled and burlapped plants shall be large enough to allow at least 8-inches of backfill around the earth ball. For root balls over 18-inches in diameter, this dimension shall be increased to 12-inches.

D. Where excess material has been excavated from the plant hole, the excavated material shall be disposed of as and where directed by the Engineer of Record.

E. PREPARATION OF GROUND

    1. Four inches minimum thickness of topsoil shall be placed over the areas off the right of way on which the sod is to be placed.

F. APPLICATION OF FERTILIZER

    1. Before applying fertilizer, the soil pH shall be brought to a minimum range of 6.0 - 7.0.

    2. The fertilizer shall be spread uniformly over the area to be sodded at the rate of 500 pounds per acre, by a spreading device capable of uniformly distributing the

material at the specified rate. Immediately after spreading, the fertilizer shall be mixed with the soil to a depth of approximately 4-inches.

3. On steep slopes, where the use of a machine for spreading or mixing is not practicable, the fertilizer shall be spread by hand and raked in and thoroughly mixed with the soil to a depth of approximately 2-inches.

G. PLACING SOD

1. The sod shall be placed on the prepared surface, with edges in close contact and shall be firmly and smoothly embedded by light tamping with appropriate tools. Sod areas abutting concrete, asphalt or other applicable surfaces shall have the soil depressed at edges of the pavements so that the cut grass does not protrude over 2-inches above the adjacent property.

2. Where sodding is used in drainage ditches, the setting of the pieces shall be staggered so as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

3. On steep slopes, the Contractor shall, if so directed by the Engineer of Record, prevent the sod from sliding by means of wooden pegs driven through the sod blocks into firm earth, at suitable intervals.

4. Sod which has been cut for more than 72 hours shall not be used unless specifically authorized by the Engineer of Record after his inspection thereof. Sod which is not planted within 24 hours after cutting shall be stacked in an approved manner and maintained and properly moistened. Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed and replaced by fresh, uninjured pieces.

5. Sodding shall not be performed when weather and soil conditions are, in the Engineer of Record's opinion, unsuitable for proper results.

H. WATERING

1. The areas on which the sod is to be placed shall contain sufficient moisture, as determined by the Engineer of Record, for optimum results. After being placed, the sod shall be kept in a moist condition to the full depth of the rooting zone for at least 2 weeks. Thereafter, the Contractor shall apply water as needed until the sod roots and starts to grow for a minimum of 60 days (or until final acceptance whichever is latest).

3.0.2. UNDERGROUND OBSTRUCTIONS:

A. In the event that rock, underground construction work, utility lines or obstructions out of the ordinary are encountered in any plant hole excavation, alternative locations will be selected by the Engineer of Record.

B. Where locations cannot be changed and the obstructions may be removed, the obstructions shall be removed to a depth of not less than 3-feet below grade and not less than 6-inches below bottom of balls or roots when plant is properly set at the required grade.

3.0.3. SETTING OF PLANTS:

A. When lowered into the hole, the plant shall rest on a prepared hole bottom such that the roots are level with, or slightly above, the level of their previous growth and so oriented such as to present the best appearance. The Contractor, when setting plants in holes, shall make allowances for any anticipated settling of the plants.

B. The backfill shall be made with planting mixture as specified hereinbefore and shall be firmly rodded and watered-in, so that no air pockets remain. The quantity of water applied immediately upon planting shall be sufficient to thoroughly moisten all the backfilled earth. Plants shall be kept in a moistened condition for the duration of the Contract.

3.0.4. STAKING AND GUYING:

A. When called for on the Drawings or directed by the City, plants shall be staked in accordance with the following provisions:

1. Small Trees: For trees and shrubs of less than 1-inch caliper, the size of stakes and the method of tying shall be such as to rigidly support the staked plant against damage caused by wind action or other effects. Trees larger than 1-inch and smaller than 1½ inch caliper shall be staked with a 2-inch square stake driven at least 24-inches in the ground and extending to the crown of the plant. The plant shall be firmly fastened to the stake with two strands of 14 gauge soft wire, enclosed in rubber hose, or other approved covering. The wire shall then be nailed or stapled to the stake to prevent slippage.

2. Medium Trees: All trees, other than palm trees, larger than 1½-inch caliper and smaller than 2½-inch caliper shall be staked with two or more, 2-inch by 2-inch stakes, 8-feet long, set 2-feet in the ground. The tree shall be midway between the stakes and held firmly in place by two strands of 12 gauge wire, applied as specified above for single stakes. Tie wires shall be tightened and kept tight by twisting.

3. Large Trees: All trees, other palm trees, larger than 2½-inch caliper, shall be guyed from at least 3 points with double strands of 12 gauge wire. Guy wires shall be anchored to 2-inch by 4-inch stakes, 24-inches long, driven into the ground at least 2-feet and sufficient that the top of the stake is at least 3 inches below the finished ground level. In firm rock soils, No. 4 steel reinforcing rods or ½-inch pipe may be

used instead of 2 by 4's. Tie wires shall be securely fastened to the tree by means of a collar of rubber hose, or other approved material. Guy wires shall be tightened and kept tight by twisting.

4. Palm Trees: Brace palm trees with three or more 2-inch by 4-inch wood braces, toenailed to cleats which are securely banded at two points to the palm, at a point at least 6-feet above the ground. The trunk shall be padded with five layers of burlap under the cleats. Braces shall be approximately equidistantly spaced and secured underground with 2-inch by 4-inch by 24-inch stake pads. In firm rocky soils, No. 4 steel reinforcing rods or ½-inch pipe is acceptable.

3.0.5. PRUNING:

All broken or damaged roots shall be cut off smoothly and the tops of all trees shall be pruned in a manner complying with standard horticultural practice. At the time pruning is completed, all remaining wood shall be alive. All cut surfaces of 1-inch or more in diameter, above the ground, shall be treated with an approved commercial tree paint.

3.0.6. MULCHING:

Within one week after the planting, mulch material, approved by the Engineer of Record, shall be uniformly applied to a minimum thickness of 2-inches, over the entire area of the backfilled hole or bed. The mulch shall be maintained continuously in place until the time of final inspection. Mulch is not required if other ground surface covers, such as rooted cuttings are called in the Plans.

3.0.7. INSPECTION:

On completion of the work, the Engineer of Record will inspect all planting work. The Contractor shall repair or replace all defective work, whichever is unsatisfactory to the Engineer of Record or the City. Preliminary acceptance of all plant materials will be given only after the materials are planted and after meeting all requirements prescribed herein.

3.0.8. MAINTENANCE:

A. Maintenance shall begin immediately after each plant is planted and shall continue until all work under this Contract has been completed and final acceptance is obtained from the City, however, the minimum period of this maintenance shall not be less than 60 days even if it extends beyond final acceptance of contract. Plants shall be watered, mulched, weeded, pruned, sprayed, fertilized, cultivated and otherwise maintained and protected. Settled plants shall be reset to proper grade position, planting saucer restored and dead material removed. Guys shall be tightened and repaired.

B. Defective work shall be corrected as soon as possible after it becomes apparent. Upon completion of planting, the Contractor shall remove from the site excess soil and debris, and repair any damage to structures, etc., resulting from planting operations.

3.0.9. GUARANTEE:

The Contractor shall guarantee all planting work for a period of six months after the date of final acceptance. During the guarantee period, the Contractor shall replace at no cost to the City any plant that dies or is not established within the guarantee period. Any plants missing or defective shall be furnished or replaced in a manner satisfactory to the City.

END OF SECTION

DIVISION 3 – CONCRETE

03300 CAST-IN-PLACE CONCRETE, REINFORCING AND FORMWORK

PART 1 – GENERAL

1.0.4. SCOPE OF WORK

A. Provide all labor, materials, equipment, fabrication, incidentals, transportation, placing and supervision necessary to complete all cast-in-place concrete work, its finishing, and all related work called for by the Contract Drawings and/or specifications, or reasonably inferable from either or both, as needed for a complete and proper installation.

B. Work affecting this Section includes, but is not limited to:

1. Shop Drawings-Per General Conditions and as specified herein.
2. Materials and storage thereof.
3. Reinforcing-Bar and fabric.
4. Accessories of every nature, including form tie system.
5. Formwork and removal thereof, including shoring and reshoring.
6. Concrete proportions and mixes.
7. Placing of concrete.
8. Admixtures.
9. Joints, metal joint screeds and joint fillers.
10. Finishes of all types.
11. Protection and curing.
12. Patching.
13. Laboratory Testing.

1.0.5. QUALITY ASSURANCE

A. Unless otherwise indicated, all materials, workmanship and practices shall conform to the requirements of ACI 301-96 "Specifications for Structural Concrete for Buildings", except as modified by supplemental requirements hereinafter.

B. All reinforced concrete structures shall conform to ACI 301, ACI 302.1R, ACI 305, ACI 306, ACI 315, ACI 318, and ACI 350.

C. Concrete shall be composed of cement, fine aggregate, coarse aggregate, and water, so proportioned and mixed as to produce a plastic workable mixture in accordance with all requirements under this Section suitable to the specific conditions of placement.

D. Work shall be performed in accordance with Contract Documents, Drawings, and/or City of Opa-Locka Public Works Manual Specifications and Standard Details, in a neat and accurate manner. It is the intent of the City to obtain a complete and working installation according to these Specifications, and any items of labor, equipment, or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the project plans or stated herein.

1.0.6. STANDARDS

A. ACI 301-96 Specifications for Structural Concrete.

B. ACI 318-95 Building Code Requirements for Reinforced Concrete.

C. Florida Building Code, latest edition.

D. ACI 117-90 Standard Specifications for Tolerances for Concrete Construction and Materials

PART 2 – PRODUCTS

2.0.3. GENERAL

A. All reinforced concrete structures shall conform to ACI 301, ACI 302.1R, ACI 305, ACI 306, ACI 315, ACI 318, and ACI 350.

B. Concrete shall be composed of cement, fine aggregate, coarse aggregate, and water, so proportioned and mixed as to produce a plastic workable mixture in accordance with all requirements under this Section suitable to the specific conditions of placement.

2.0.4. CEMENT

A. The cement shall be a standard brand of Portland cement manufactured within the continental limits of the United States. It shall meet the requirements of ASTM C150 "Portland Cement" and shall be Type II.

B. The total alkalies in the cement (calculated as the percentage of NA2O plus 0.658 times the percentage of K2O) shall not exceed 0.40%.

C. The proposed Portland Cement shall not contain more than 8% tricalcium aluminate and more than 12% tetracalcium aluminoferrite.

D. Different types of cement shall not be mixed nor shall they be used alternately except when authorized in writing by the City or their designee. Different brands of cement or the same brand from different mills may be used alternately. A resubmittal will be required if different cements are proposed during the Project.

E. Cement shall be stored in a suitable weather-tight building so as to prevent deterioration or contamination. Cement which has become caked, partially hydrated, or otherwise damaged will be rejected.

2.0.5. FLY ASH

A. If fly ash is used as supplementary cementitious material, it shall meet the physical and chemical requirements of ASTM C618 Class F, except that the loss of ignition shall not exceed 4%. Sampling and testing of fly ash shall follow the requirements of ASTM C311.

B. For Type A1 concrete as required for use in environmental engineering concrete structures, inclusion of fly ash or slag cement in the concrete mix is mandatory

2.0.6. SLAG CEMENT

A. Slag cement shall meet the requirements of ASTM C989 including tests for effectiveness of slag in preventing excessive expansion due to alkali-aggregate reactivity as described in Appendix X-3 of ASTM C989.

B. For Type A1 concrete as required for use in environmental concrete structures, i.e., process structures or fluid containing structures, inclusion of fly ash or slag cement in the concrete mix, is mandatory.

2.0.7. WATER

A. The water used in mixing the concrete shall be from potable water supplies that are approved by the Florida Department of Health.

2.0.8. AGGREGATES

A. Fine Aggregate (Sand) in the various concrete mixes shall consist of natural or manufactured siliceous sand, clean and free from deleterious substances, and graded within the limits of ASTM C33.

B. Coarse Aggregate: Coarse aggregate shall consist of gravel, broken stone or local limerock. Coarse aggregate shall be size #57 or #67 as graded within the limits given in ASTM C33 unless otherwise specified. It shall be free from adherent coatings.

C. Aggregates shall be tested for gradation by sieve analysis tests in conformance with ASTM C136.

D. When tested for soundness in accordance with ASTM C88, the loss resulting after five cycles shall not exceed 10 percent for fine or coarse aggregate when using either magnesium sulfate or sodium sulfate.

E. When tested in accordance with "Potential Reactivity of Aggregates (Chemical Method)" (ASTM C289), the ratio of silica released to reduction in alkalinity shall not exceed 1.0.

F. When tested in accordance with "Organic Impurities in Sands for Concrete" (ASTM C40), the fine aggregate shall produce a color in the supernatant liquid no darker than the reference standard color solution.

G. When tested in accordance with "Resistance to Abrasion of Small size Coarse Aggregate by Use of the Los Angeles Machine" (ASTM C131), the coarse aggregate shall show a loss not exceeding 42 percent after 500 revolutions, or 10.5 percent after 100 revolutions.

2.0.9. ADMIXTURES

A. Air entraining agent shall be added to all concrete unless noted otherwise. The agent shall provide entrained air in the concrete in accordance with ASTM C260.

B. The following admixtures are required or used for water reduction, slump increase, and/or adjustment of initial set. Admixtures permitted shall confirm to the requirements of ASTM C494. Admixtures shall be non-toxic after 30 days and shall be compatible with and made by the same manufacturer as the air-entraining admixtures.

1. Water reducing admixture shall conform to ASTM C494, Type A and shall contain no more than 0.05% chloride ions. Acceptable products are “Eucon Series” by the Euclid Chemical Company, “Master Pozzolith Series” by BASF, and “Plastocrete Series” by Sika Corporation.

2. High range water reducer shall be sulfonated polymer conforming to ASTM C494, Type F or G. The high range water reducer shall be added to the concrete at either the batch plant or at the job site and may be used in conjunction with a water reducing admixture. The high range water reducer shall be accurately measured

and pressure injected into the mixer as a single dose by an experienced technician. A standby system shall be provided and tested prior to each day's operation of the job site system. Concrete shall be mixed at mixing speed for a minimum of 100 mixer revolutions after the addition of the high range water reducer. Acceptable products are "Eucon 37" or Plastol 5000 by the Euclid Chemical Company, "Master Rheobuild 1000 or Master Glenium Series" by BASF, and "Daracem 100 or Advaflow Series" by W.R. Grace. High range water reducer shall be mandatory for class A1 concrete intended for placement in walls.

3. A non-chloride, non-corrosive accelerating admixture may be used where specifically approved by the City or their designee. The admixture shall conform to ASTM C494, Type C or E, and shall not contain more chloride ions than are present in municipal drinking water. The admixture manufacturer must have long-term non-corrosive test data from an independent testing laboratory (of at least a year's duration) using an acceptable accelerated corrosion test method such as that using electrical potential measures. Acceptable products are "Accelguard 80/90 or NCA" by the Euclid Chemical Company and "Daraset" by W.R. Grace.

4. A water reducing retarding admixture may be used where specifically approved by the Engineer. The admixture shall conform to ASTM C494, Type D and shall not contain more than 0.05% chloride ions. Acceptable products are "Eucon NR or Eucon Retarder 100" by the Euclid Chemical Company, "Pozzolith Retarder" by BASF, and "Plastiment" by Sika Corporation.

C. Admixtures containing calcium chloride, thiocyanate or more than 0.05 chloride ions are not permitted

C. Portland cement and reinforcing steel: Comply with ACI 301 and, with all modifications and supplements thereto listed in Part 3 of this specifications.

2.0.10. CONCRETE MIX DESIGN

A. The proportions of cement, aggregates, admixtures, and water used in the concrete mixes shall be based on the results of field experience or preferably laboratory trial mixes in conformance with Section 5.3. "Proportioning on the Basis of Field Experience and/or Trial Mixtures" of ACI 318 and ACI 350. When trial mixes are used, they shall also conform to Article 3.01 of this Section of the Specifications. If field experience records are used, concrete strength results shall be from concrete mixed with all of the ingredients proposed for use on job used in similar proportions to mix proposed for use on job. Contractor shall submit verification confirming this stipulation has been followed. Field experience records and/or trial mix data used as the basis for the proposed concrete mix design shall be submitted to the City or their designee along with the proposed mix.

B. Structural concrete shall conform to the following requirements. Cementitious materials refer to the total combined weight of all cement, fly ash, and slag cement contained in the mix.

1. Compressive Strength (28 day)

CONCRETE CLASS	COMPRESSIVE STRENGTH
Concrete Class A1	4,500 psi (minimum)
Concrete Class A2	4,000 psi (minimum)
Concrete Class B	3,000 psi (minimum)

2. Water/cementitious materials ratio, by weight

CONCRETE CLASS	MAXIMUM	MINIMUM
Concrete Class A1	0.42	0.39
Concrete Class A2	0.45	0.39
Concrete Class B	0.50	0.39

3. Slump Range

   a. 4" nominal unless high range water reducing admixture is used.

   b. 8” max if high range water reducing admixture is used

4. Air Content

CONCRETE CLASS	COMPRESSIVE STRENGTH
Concrete Class A1, A2	6% ± 1.5%
Concrete Class B	3% Max (non air-entrained)

2.0.11. REINFORCING STEEL

A. Bar reinforcing shall conform to the requirements of ASTM A615 for Grade 60 Billet Steel reinforcing. All reinforcing steel shall be from domestic mills and shall have the manufacturer's mill marking rolled into the bar which shall indicate the producer, size, type, and grade. All reinforcing bars shall be deformed bars. Smooth reinforcing bars shall not be used unless specifically called for on Drawings.

B. Reinforcing supports shall include all necessary chairs, slab bolsters, concrete blocks, tie wires, dips, supports, spacers, and other devices to position reinforcing during concrete placement. Wire bar supports shall be plastic protected (CRSI Class 1).

C. Precast concrete blocks to space and support the reinforcing bars may be used to support and position bottom reinforcing steel. Use concrete blocks with a strength equal to or greater than the concrete in which they are to be placed and have wires cast into them for fastening to the reinforcing bars. Moist-cure the blocks for at least three days.

D. Reinforcing steel shall be accurately positioned as shown on the Drawings and shall be supported and wired together to prevent displacement, using annealed iron wire ties or suitable clips at intersections. All reinforcing steel shall be supported by concrete, plastic or plastic protected (CRSI Class 1) metal supports, spacers or metal hangers which are strong and rigid enough to prevent any displacement of the reinforcing steel. Where concrete is to be placed on the ground, supporting concrete blocks (or dobies) shall be used in sufficient numbers to support the reinforcing bars without settlement. In no case shall concrete block supports be continuous.

E. All reinforcement shall be entirely free of rust, scale, grease, or other coating which might destroy or reduce its bond with the concrete.

F. Reinforcing of curbs and gutters shall be in accordance with City of Opa-Locka Public Works Manual Standard Details.

G. Welded wire fabric reinforcing shall conform to the requirements of ASTM A1064. Welded wire fabric shall be 6X6-W1.4xW1.4 steel to be used in all sidewalks and driveways

2.0.12. REINFORCING STEEL

A. Bar reinforcing shall conform to the requirements of ASTM A615 for Grade 60 Billet Steel reinforcing. All reinforcing steel shall be from domestic mills and shall have the manufacturer's mill marking rolled into the bar which shall indicate the producer, size, type, and grade. All reinforcing bars shall be deformed bars. Smooth reinforcing bars shall not be used unless specifically called for on Drawings.

B. Reinforcing supports shall include all necessary chairs, slab bolsters, concrete blocks, tie wires, dips, supports, spacers, and other devices to position reinforcing during concrete placement. Wire bar supports shall be plastic protected (CRSI Class 1).

C. Precast concrete blocks to space and support the reinforcing bars may be used to support and position bottom reinforcing steel. Use concrete blocks with a strength equal to or greater than the concrete in which they are to be placed and have wires cast into them for fastening to the reinforcing bars. Moist-cure the blocks for at least three days.

D. Reinforcing steel shall be accurately positioned as shown on the Drawings and shall be supported and wired together to prevent displacement, using annealed iron wire ties or suitable clips at intersections. All reinforcing steel shall be supported by concrete, plastic or plastic protected (CRSI Class 1) metal supports, spacers or metal

hangers which are strong and rigid enough to prevent any displacement of the reinforcing steel. Where concrete is to be placed on the ground, supporting concrete blocks (or dobies) shall be used in sufficient numbers to support the reinforcing bars without settlement. In no case shall concrete block supports be continuous.

E. All reinforcement shall be entirely free of rust, scale, grease, or other coating which might destroy or reduce its bond with the concrete.

F. Curbs and gutters shall be in accordance with Miami Dade County or FDOT's Standard Details.

G. Welded wire fabric reinforcing shall conform to the requirements of ASTM A1064. Welded wire fabric shall be 6X6-W1.4xW1.4 steel to be used in all sidewalks and driveways.

2.0.13. FORMS

A. Burlap mats: Conform to AASHTO Specification M182. (Burleen non-staining mats.)

B. Epoxy bonding agent: A two (2) component, solvent free, moisture insensitive structural epoxy adhesive conforming to ASTM C881 Type II, Sikadur 32 Hi-Mod, as manufactured by Sika Corp., Concresive 1090 Liquid by Master Builders or approved equal.

C. Anchor bolts, nuts and washers shall be American made 316 stainless steel.

D. Dovetail slots: Galvanized steel, 22 gauge, 1"x 1", with 5/8" throat, fiber filled.

E. Forms:

1. Plywood Forms: PS-1, B-B Concrete Form, Class I, exterior type, mill oiled and edge sealed. Thickness shall be as required to support concrete at the rate placed, but not less than 3/4".

2. Steel Forms: Uncoated steel, 3/16"-inch minimum thickness, fabricated to close tolerances, protected only by the specified release agent, braced so as not to dent, bend or dimple under wet concrete loads, vibrator impact and tool impact. Maintain steel forms in rust free condition by use of steel wool and light grinding, followed by coats of the specified release agent. Forms should be adjustable to be brought into true alignment without steps or ridges.

F. Form release agent:

1. For plywood forms use a natural non-petroleum base, non-staining and non-retarding release agent that will effectively prevent absorption of moisture and prevent bond with concrete and leaves the concrete with a paintable surface.

2. For steel forms, use an approved material that will not stain, color or otherwise affect the finish of the concrete. Form coating shall not be detectable on finished surfaces.

3. Round column forms: Provide seamless fiber forms with the three plies nearest to the interior surface of the form deckled or scarfed and overlapped to minimize spiral gaps or seams on the column surface.

G. Form Ties: Steel rod type with integral waterstops and cones, and with ends or end fasteners that can be removed without spalling the concrete and which leave a hole equal in depth to the required reinforcement clearance, but not less than 2 inches from the formed face of the concrete. Wire tie, banding wire and wood spreaders will not be permitted.

H. Form Inserts:

1. Bevel or chamfer strips: Wood or non-staining plastic, 3/4" wide on each leg at exposed edges of concrete members, unless otherwise noted on plans.

2. Tongue and Groove Joint Forms: Minimum 24 gauge with steel stakes and splice plates. Forms shall be designed for joints not to receive a poured seal.

3. Pipe hangers and other utility supports: AISI Type 316 stainless steel.

2.0.14. MORTAR

A. Standard premixed mortar conforming to ASTM C387, Type S, or proportion 1 part Portland cement to 2 parts clean, well-graded sand which will pass a 1/8-inch screen. Portland Cement shall conform ASTM C150.

B. Sand shall conform to AASHTO M45.

C. Admixtures may be used not exceeding the following percentages of weight of cement:

1. Hydrated lime: 10 percent

2. Diatomaceous earth or other inert materials: 5 percent.

D. Consistency of mortar shall be such that it will readily adhere to concrete

2.0.15. GROUT

A. Non-Shrink Grout: Non-shrink, non-metallic grout conforming to ASTM C 1107 Grade B or Grade C only. Grout must meet ASTM C 1107 at a temperature range of 50 F to 90 F at a flowable consistency. A minimum compressive strength of 5,000 pounds per square inch (psi) shall be obtained at 28 days.

B. Grout for Surface Repair and Bond Coat:

1. For repair, one part Portland cement to two parts fine sand, and a 50%of water and 50% Acryl 60 or equal (Thoroseal or Acryl Set Bonding Agent by Master Builders) to produce a stiff mortar.

2. For bond coat, one part Portland cement to one part sand, and a 50% of water and 50% Acryl 60 or equal (Thoroseal or Acryl Set Bonding Agent) to produce a slurry mix.

C. Moisture Barrier: Kraft paper and glass reinforcing fibers sandwiched between 2 layers of polyethylene film with a permeance rating of maximum 0.1 as per ASTM E-96, Procedure A.

D. Expansion Joint Filler:

1. Preformed expansion joint filler shall be of the non-extruding and resilient bituminous type and conform to the requirements of AASHTO Designation M 213.

2. Expansion joint filler shall be gray neoprene sponge rubber that conforms to AASHTO Designation M 153, Type I.

Q. Joint Sealant Compound: Non-sag, 2 component, solvent free, moisture insensitive, flexible, epoxy resin conforming to the requirements ASTM C920-87 Type M, Grade NS. Additionally, the sealant must be recommended by the manufacturer to perform under continuous immersion in water.

R. Polyurethane Elastomeric Sealant: Sikaflex-2c, NS/SL or approved equal. Provide a 2- component, premium-grade, polyurethane-based, elastomeric sealant. It is principally a chemical cure in a non-sag and self-leveling consistency. Sealant shall meet ASTM C-920 and Federal Specifications TT-S-00227E.

1. Joint Movement: +50%.

S. Waterstops:

1. Polyvinyl chloride (PVC): Conforming to the requirements of U.S. Army Corps of Engineers Specification CRD-C-572 and of the following type:

a. Expansion Joints: 9-inches by 3/8-inch, ribbed center bulb.

b. Construction Joint: 9-inches by 3/8-inch, flat ribbed.

c. Only where specified on plans at construction and expansion joints: 9-inches by 3/8-inch, split ribbed.

2. Thermoplastic butt splices shall be performed using approved prefabricated pretested fittings; do not lap splice waterstops.

3. Waterstops for impermeable joints between prefabricated structures Non-hydro expansive based on bituminous resins to seal horizontal and vertical joints; hydrostatic load resistance 7 m column of water; not soluble in water; flashpoint 315degree Celsius ASTM D92; elongation capacity at 20 degree Celsius 230% compared to its initial dimension. Suitable for tunnels, water treatment plants, sewage, septic tanks, tanks, pipelines, sewer trunk lines and for any prefabricated concrete structure in general.

T. Fiber Reinforcement: Fiber reinforcement shall not be used in the concrete unless ordered buy the Engineer in writing. It shall consist of 100% virgin polypropylene fibrillated fiber dosage of 2 lbs. per cubic foot.

1. Compressive Strength: 1 psi (.006895 M Pa), ASTM C-39.

2. Flexural Strength: 288 psi (2.0 M Pa) after 7 days, 390 psi (2.7 M Pa) after 28 days; ASTM C-78.

3. Splitting Tensile Strength: 194 psi (1.3 M Pa) after 7 days, and 290 psi (2.0 M Pa) after 28 days; ASTM C-496.

4. Source: Fiber mesh Micro-Reinforcement System by Fiber mesh Company, Division of Synthetic Industries, Inc. Or approved equal.

U. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.

V. A shrinkage reducing admixture (Teraguard) or equivalent at the rate of 2.2% by weight of cement may be used in the concrete to meet the shrinkage limitations.

W. To protect the concrete slab against the elements, the Engineer may direct the Contractor to spray an evaporation retarder on the finished concrete slab immediately behind the cement finishing process at no additional cost to the City. This is not a curing compound.

PART 3 – EXECUTION

3.0.1. READY MIX CONCRETE

A. Concrete obtained from a ready-mix plant shall conform to the requirements of these Specifications, and all applicable portions of ASTM C94 "Ready-Mixed Concrete".

3.0.2. MIXING AND DELIVERING CONCRETE

D. Produce a completely uniform mixed concrete in a truck mixer for 70 to 100 revolutions at the mixing speed designated by the truck manufacturer.

E. Prior to starting the discharge of the concrete at the jobsite, when water is added, record the added quantity and mix the concrete 30 additional drum mixing revolutions. Do not make more than two mix adjustments. Seek approval from the Engineer prior to using a central mixer and depositing the batch into a truck mixer.

F. Transit Time Using Agitator Trucks: The maximum allowable transit time between the initial introduction of water into the mix and completely discharging all the concrete from the truck will be 60 minutes. The maximum transit time can be 90 minutes if water reducing and retarding admixture (Type D, Type G, or Type II) is used. Reject concrete exceeding the maximum transit time.

G. All the concrete in a load must be in its final placement position a maximum of 15 minutes after the transit time has expired unless a time extension is approved by the Engineer.

H. Adding Water to Concrete at the Placement Site: Water may be added at the placement site provided the addition of water does not exceed the water to cementitious materials ratio as defined by the mix design. After adding water, perform a slump test to confirm the concrete is within the slump tolerance range stated in Section 2.01. If the slump is outside the tolerance range, reject the load. If an adjustment is made at the concrete production facility, perform a slump test on the next load to ensure the concrete is within the slump tolerance range. Do not place concrete represented by slump test results outside of the tolerance range. Include water missing from the water storage tanks upon arrival at the project site in the jobsite water added

3.0.3. PLACING CONCRETE

B. Weather Restrictions

1. Concreting in Cold Weather: Do not place concrete when the air temperature at placement is below 40ºF. The requirements of concreting in cold weather do not apply to precast concrete mixing and placement operations occurring in a temperature-controlled environment.

2. Concreting in Hot Weather: Hot weather concreting is defined as the production, placing, and curing of concrete when the concrete temperature at placing exceeds

85ºF but is less than 100ºF . Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 85ºF at the time of placement. Concrete temperature shall be measured per ASTM C1064. Regardless of special measures taken, reject concrete exceeding 100ºF. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

B. Inspections Before Placing Concrete: Do not place concrete until the depth and character of the foundation and the adequacy of the forms and falsework have been approved by the Engineer. Do not deposit any concrete until all reinforcement is in place and has been inspected and approved by the Engineer.

C. Exposure to Water: Do not expose concrete other than seal concrete in cofferdams to the action of water before final setting. Do not expose such concrete to the action of salt or brackish water for a period of seven days after placing the concrete. Protect the concrete during this period by keeping salt or brackish water pumped out of cofferdams.

D. Deposit concrete as nearly as possible in its final position. Do not deposit large quantities at one point and then run or work it along the forms. Take special care to fill each part of the forms, to work coarse aggregate back from the face, and to force concrete under and around reinforcing bars without displacing them.

E. Use a method and manner of placing concrete that avoids the possibility of segregation or separation of aggregates. If the Engineer determines that the quality of concrete as it reaches its final position is unsatisfactory, remove it and discontinue or adjust the method of placing until the Engineer determines that the quality of the concrete as placed is satisfactory.

F. Use metal or metal-lined open troughs, chutes, or other means of concrete conveyance which have no aluminum parts in contact with the concrete. As an exception, chutes made of aluminum for ready mixed concrete trucks, no longer than 20 feet, may be used. This exception does not apply to any other means of concrete conveyance. Where steep slopes are required, use chutes that are equipped with baffles or are in short lengths that reverse the direction of movement. Where placing operations would involve dropping the concrete freely more than 5 feet, deposit it through pipes, troughs, or chutes of sheet metal or other approved material. Use troughs, chutes, or pipes with a combined length of more than 30 feet only with the City''s authorization. Keep all troughs, chutes, and pipes clean and free from coatings of hardened concrete by thoroughly flushing them with water after each run or more often if necessary.

G. Place concrete against supporting material that is moist at the time of concrete placement. If additional water is required, uniformly apply it ahead of the concrete placement as directed by the Engineer. The Contractor may use a moisture barrier in lieu of controlling the foundation grade moisture when approved by the Engineer.

H. Place concrete in continuous horizontal layers, approximately 20 inches thick. To avoid obtaining a plane of separation or a cold joint between layers, vibrate the concrete.

I. Vibrate concrete to avoid honeycomb and voids, especially at construction joints, expansion joints, valleys, and ends of form sheets. Use approved pouring sequences.

J. Do not use calcium chloride or any other admixture containing chloride salts in the concrete.

K. The concrete shall be placed on stabilizing or compacted subgrade to such depth that, when it is consolidated and finished, the slab thickness required by the Drawings will be obtained at all points and surface will at no point be below the grade specified for the finished surface, after application of the allowable tolerance. The concrete shall be deposited on the stabilized subgrade in a manner which will require as little re-handling as possible. Placing of the concrete shall be continuous between transverse joints, without the use of intermediate bulkheads.

L. Concrete shall be thoroughly consolidated against and along the faces of all forms, and along the full length and on both sides of all joint assemblies, by means of hand operated, vibrators. Vibrators shall not be permitted to come in contact with joint assembly, the subgrade, or a side form. Vibration at any one location shall not continue so long as to produce puddling or the accumulation of excessive grout on the surface. In no case shall the vibrator be operated longer than 15 seconds in any one location.

M. Coloring of concrete shall be done by dry-mixing the compound and broadcasting over the fresh-poured concrete after it has been struck off.

N. Placing of concrete shall be so regulated that the pressure caused by the wet concrete shall not exceed that used in the design of the forms.

O. All concrete for walls shall be placed through openings in the form spaced at frequent intervals or through tremies (heavy duct canvas, rubber, etc.), equipped with suitable hopper heads. Tremies shall be of variable lengths so the free fall shall not exceed five (5) feet and a sufficient number shall be placed in the form to ensure the concrete is kept level at all times.

P. When forms are removed, surfaces shall be even and dense, free from aggregate pockets or honeycomb. To achieve this, concrete shall be consolidated using mechanical vibration, supplemented by forking and spading by hand in the corners and angle of forms and along form surfaces while the concrete is plastic under the vibratory action. Consolidation shall conform to ACI 309.

Q. Care shall be taken to prevent cold joints when placing concrete in any portion of the work. The concrete placing rate shall be such as to ensure that each layer is placed while the previous layer is soft or plastic, so that the two layers can be made monolithic by penetration of the vibrators. Maximum thickness of concrete layers shall be 18

inches. The surface of the concrete shall be level whenever a run of concrete is stopped.

R. Placement in Wall Forms: Concrete shall not be dropped through reinforcement steel or into any deep form, whether reinforcement is present or not, causing separation of the coarse aggregate from the mortar on account of repeatedly hitting rods or the sides of the form as it falls, nor shall concrete be placed in any form in such a manner as to leave accumulation of mortar on the form surfaces above the placed concrete. In such cases, some means such as the use of hoppers and, if necessary, vertical ducts of canvas, rubber, or metal shall be used for placing concrete in the forms in a manner that it may reach the place of final deposit without separation. In no case shall the free fall of concrete exceed 4 feet below the ends of ducts, chutes, or buggies. Concrete shall be uniformly distributed during the process of depositing, and in no case after depositing shall any portion be displaced in the forms more than 6 feet in horizontal direction. Concrete in forms shall be deposited in uniform horizontal layers not deeper than 2 feet; and care shall be taken to avoid inclined layers or inclined construction joints where such are required for sloping members. Each layer shall be placed while the previous layer is still soft. The rate of placing concrete in forms shall not exceed 5 feet of vertical rise per hour.

3.0.4. FORMWORK

A. Forms to confine the concrete and shape it to the required lines shall be used wherever necessary. The Contractor shall assume full responsibility for the adequate design of all forms, and any forms which are unsafe or inadequate in any respect shall promptly be removed and replaced at the Contractor 's expense. All design, construction, maintenance, preparation, and removal of forms shall be in accordance with the FBC, ACI 347 and the requirements specified herein.

B. All forms shall be true in every respect to the required shape and size, shall conform to the established alignment and grade, and shall be of sufficient strength and rigidity to maintain their position and shape under the loads and operations incident to placing and vibrating the concrete.

C. Vertical Surfaces: All vertical surfaces of concrete members shall be formed, except where placement of the concrete against the ground is called for by the Engineer.

D. Construction Joints: Concrete construction joints will not be permitted at locations other than those shown or specified, except as may be acceptable to the Engineer. When a second lift is placed on hardened concrete, special precautions shall be taken in the way of the number, location, and tightening of ties at the top of the old lift and bottom of the new to prevent any unsatisfactory effect whatsoever on the concrete.

E. Form Ties: Wire ties for holding forms will not be permitted. No form-tying device or part thereof, other than metal, shall be left embedded in the concrete. Ties shall not be removed in such manner as to leave a hole extending through the interior of the concrete members. The use of snap-ties which cause spilling of the concrete upon

form stripping or tie removal will not be permitted. If steel panel forms are used, rubber grommets shall be provided where the ties pass through the form in order to prevent loss of cement paste. Where metal rods extending through the concrete are used to support or to strengthen forms, the rods shall remain embedded and shall terminate not less than 1 inch back from the formed face or faces of the concrete.

F. Careful procedures for the removal of forms shall be strictly followed, and this work shall be done with care so as to avoid injury to the concrete. No heavy loading on green concrete will be permitted. Members which must support their own weight shall not have their forms removed until they have attained at least 75 percent of the 28-day strength of the concrete as specified herein. Forms for all vertical walls and columns shall remain in place at least 2 days after the concrete has been placed. Forms for all parts of the Work not specifically mentioned herein shall remain in place for periods of time as determined by the City or their designee.

3.0.5. REINFORCING STEEL

A. Reinforcing steel shall be accurately formed to the dimensions and shapes shown on the Drawings, and the fabricating details shall be prepared in accordance with ACI 315 and ACI 318, except as modified by the Drawings.

B. Bending or Straightening: Reinforcement shall not be straightened or rebent in a manner which will injure the material. Bars with kinks or bends not shown shall not be used. All bars shall be bent cold, unless otherwise permitted by the Engineer. No bars partially embedded in concrete shall be field-bent except as shown or specifically permitted by the Engineer.

C. Reinforcing steel shall be accurately positioned as shown on the Drawings and shall be supported and wired together to prevent displacement, using annealed iron wire ties or suitable clips at intersections. All reinforcing steel shall be supported by concrete, plastic or metal supports, spacers or metal hangers which are strong and rigid enough to prevent any displacement of the reinforcing steel. Where concrete is to be placed on the ground, supporting concrete blocks (or dobies) shall be used, in sufficient numbers to support the bars without settlement, but in no case shall such support be continuous. All concrete blocks used to support reinforcing steel shall be tied to the steel with wire ties which are embedded in the blocks. For concrete over formwork, the Contractor shall furnish concrete, metal, plastic, or other acceptable bar chairs and spacers.

D. The portions of all accessories in contact with the formwork shall be made of concrete, plastic, or steel coated with a 1/8-inch minimum thickness of plastic which extends at least 1/2 inch from the concrete surface. Plastic shall be gray in color.

E. Tie wires shall be bent away from the forms in order to provide the specified concrete coverage.

F. Bars additional to those shown which may be found necessary or desirable by the Contractor for the purpose of securing reinforcement in position shall be provided by the Contractor at its own expense.

G. Reinforcement placing tolerances shall be within the limits specified in ACI 318, unless otherwise directed by the Engineer.

H. Welded wire fabric reinforcement placed over horizontal forms shall be supported on slab bolsters having gray, plastic-coated standard type legs as specified herein. Slab bolsters shall be spaced not less than 30 inches on centers, shall extend continuously across the entire width of the reinforcing mat, and shall support the reinforcing mat in the plane shown.

I. Welded wire fabric placed over the ground shall be supported on wired concrete blocks (dobies) spaced not more than 3 feet on centers in any direction. The construction practice of placing welded wire fabric on the ground and hooking into place in the freshly placed concrete shall not be used.

J. Reinforcement bar splices shall only be used at locations shown. When it is necessary to splice reinforcement at points other than where shown, the character of the splice shall be as acceptable to the City or their designee.

K. Lap length for reinforcement bars shall be in a Class B Splice in accordance with ACI 318, unless otherwise shown. Laps of welded wire fabric shall be in accordance with the ACI 318.

L. Reinforcing steel shall at all times be protected from conditions conducive to corrosion until concrete is placed around it.

M. The surfaces of all reinforcing steel and other metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed. Where there is a delay in depositing concrete, reinforcing shall be reinspected and, if necessary, recleaned.

3.0.6. PREPARATION OF SURFACES FOR CONCRETING

A. General: No concrete shall be placed until the reinforcement steel and formwork have been erected in a manner acceptable to the City or their designee. The Contractor shall notify the City or their designee not less than two working days prior to concrete placement, allowing for inspection and any corrective measures which are required. Earth surfaces shall be thoroughly wetted by sprinkling, prior to the placing of any concrete, and these surfaces shall be kept moist by frequent sprinkling up to the time of placing concrete thereon. The surface shall be free from standing water, mud, and debris at the time of placing concrete.

B. Joints in Concrete: Concrete surfaces upon or against which concrete is to be placed, where the placement of the old concrete has been stopped or interrupted so that, as determined by the City or their designee, the new concrete cannot be incorporated integrally with that previously placed, are defined as construction joints. The surfaces of horizontal joints shall be given a compacted, roughened surface for good bond. Except where the Drawings call for joint surfaces to be coated, the joint surfaces shall be cleaned of all laitance, loose or defective concrete, and foreign material. Such cleaning shall be accomplished by sandblasting, followed by thorough washing. All pools of water shall be removed from the surface of construction joints before the new concrete is placed.

C. Existing concrete surfaces upon or against which concrete is to be placed shall be given a roughened surface for good bond. Joint surfaces shall be cleaned of all laitance, loose or defective concrete, and foreign material. Such cleaning shall be accomplished by Thydroblasting. All pools of water shall be removed from the surface of construction joints before the new concrete is placed.

D. Placing Interruptions: When placing of concrete is to be interrupted long enough for the concrete to take a set, the working face shall be given a shape by the use of forms or other means that will secure proper union with subsequent work, provided that construction joints shall be made only where acceptable to the City or their designee.

E. Embedded Items: No concrete shall be placed until all formwork, installation of parts to - be embedded, reinforcement steel, and preparation of surfaces involved in the placing have been completed and accepted by the City or their designee at least 4 hours before placement of concrete. All surfaces of forms and embedded items that have become encrusted with dried grout from concrete previously placed shall be cleaned of all such grout before the surrounding or adjacent concrete is placed.

F. All reinforcement, anchor bolts, sleeves, inserts, and similar items shall be set and secured in the forms where shown on the Drawings or by shop drawings and shall be acceptable to the City or their designee before any concrete is placed. Accuracy of placement is the responsibility of the City or their designee.

G. Casting Against Old Concrete: Where concrete is to be cast against old concrete (any concrete which is greater than 60 days of age), the surface of the old concrete shall be thoroughly cleaned and roughened by hydro-blasting (exposing aggregate) prior to the application of an epoxy bonding agent. Application shall be according to the bonding agent manufacturer's instructions and recommendations.

H. No concrete shall be placed in any structure until all water entering the space to be filled with concrete has been properly cut off or has been diverted by pipes, or other means, and carried out of the forms, clear of the work. No concrete shall be deposited under water nor shall the Contractor allow still water to rise on any concrete until the concrete has attained its initial set. Water shall not be permitted to flow over the surface of any concrete in such manner and at such velocity as will injure the surface finish of the concrete.

I. Openings for pipes, inserts for pipe hangers and brackets, and the setting of anchors shall, where practicable, be provided for during the placing of concrete.

J. Corrosion Protection: Pipe, conduit, dowels, and other ferrous items required to be embedded in concrete construction shall be so positioned and supported prior to placement of concrete that there will be a minimum of 2 inches clearance between said items, and any part of the concrete reinforcement will not be permitted.

K. Cleaning: The surfaces of all metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed.

3.0.7. TAMPING AND VIBRATING

A. As concrete is placed in the forms or in excavations, it shall be thoroughly settled and compacted, throughout the entire depth of the layer which is being consolidated, into a dense homogeneous mass, filling all comers and angles, thoroughly embedding the reinforcement, eliminating rock pockets, and bringing only a slight excess of water to the exposed surface of concrete during placement. Vibrators shall be high speed power vibrators (8,000 or 10,000 rpm) of an immersion type in sufficient number and with (at least one) standby units as required.

B. Concrete in walls shall be internally vibrated and at the same time rammed, stirred, or worked with suitable appliances, tamping bars, shovels, or forked tools until it completely fills the forms or excavations and closes snugly against all surfaces. Subsequent layers of concrete shall not be placed until the layers previously placed have been worked thoroughly as specified. Vibrators shall be provided in sufficient numbers, with standby units as required, to accomplish the results herein specified with 15 minutes after concrete of the prescribed consistency is placed in the forms. The vibrating head shall be kept from contact with the surfaces of the forms. Care shall be taken not to vibrate concrete excessively or to work it in any manner that causes segregation of its constituents.

3.0.8. FINISHING CONCRETE SURFACE

A. General: Surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness of any kind, and shall present a finished, smooth, continuous hard surface. Allowable deviations from plumb or level and from the alignment, profiles, and dimensions shown on the Drawings are defined as tolerances and are specified herein. These tolerances are to be distinguished from irregularities in finish as described herein. Aluminum finishing tools shall not be used.

B. Formed Surfaces: After removal of forms, the finishes described below shall be applied in accordance with Article 3.13, D. Unless the finish schedule specifies otherwise, all surfaces shall receive at least a Type I finish. The Engineer shall be the sole judge of acceptability of all concrete finish work.

1. Type I - Rough: All fins, burrs and other projections left by the forms shall be removed. All holes left by removal of ends of ties, and all other holes, depressions, or voids shall be filled solid with cement grout after first being thoroughly wetted. Honeycombs shall be chipped back to solid concrete as directed, prior to patching with cement grout. Holes shall be filled with a small tool that will permit packing the hole solidly with cement grout. Cement grout shall consist of one part cement to three parts sand, and the amount of mixing water shall be as little as consistent with the requirements of handling and placing. Color of cement grout shall match the adjacent wall surface. At locations where concrete coatings are specified to be applied, epoxy-based patch material or filler surfaces compatible with the coating shall be used in lieu of cement grout specified herein. Concrete finish shall be in strict conformance to the coating / paint manufacturer's recommendations.

2. Type II - Grout Cleaned: Where this finish is required, it shall be applied after completion of Type I finish. After the concrete has been predampened, slurry consisting of one part cement (including an appropriate quantity of white cement in order to produce a color matching the surrounding concrete) and 1-1/2 parts sand passing the No. 16 sieve, by damp loose volume, shall be spread over the surface with clean burlap pads or sponge rubber floats. Any surplus shall be removed by scraping and then rubbing with clean burlap. The finish shall be kept damp for at least 36 hours after application.

3. Type III - Smooth Rubbed: Where this finish is required, it shall be applied after the completion of the Type I finish. No rubbing shall be done before the concrete is thoroughly hardened and the mortar used for patching is firmly set. A smooth, uniform surface shall be obtained by wetting the surface and rubbing it with a carborundum stone to eliminate irregularities. Unless the nature of the irregularities requires it, the general surface of the concrete shall not be cut into. Corners and edges shall be slightly rounded by the use of the carborundum stone. Brush finishing or painting with grout or neat cement will not be permitted.

C. Unformed Surfaces: The finishes described below shall be applied to unformed surfaces such as floors, slabs, flow channels and top of walls in accordance with Article 3.05 - Concrete Finish Schedule. The Engineer shall be the sole judge of acceptability of all such finish work.

1. Type "A" - Screeded: This finish shall be obtained by placing screeds at frequent intervals and striking off to the surface elevation required. When a Type "F" finish is subsequently to be applied, the surface of the screeded concrete shall be roughened with a concrete rake to ½" minimum deep grooves prior to final set.

2. Type "B" - Wood Floated: This finish shall be obtained after completion of a Type "A" finish by working a previously screeded surface with a wood float until the desired texture is reached. Floating shall begin when the water sheen has disappeared and when the concrete has sufficiently hardened so that a person's foot leaves only a slight imprint. If wet spots occur, water shall be removed with a

squeegee. Care shall be taken to prevent the formation of laitance and excess water on the finished surface. The finished surface shall be true, even, and free from blemishes and other irregularities.

3. Type "C" - Cork Floated: This finish shall be similar to Type "B" but slightly smoother than that obtained with a wood float. It shall be obtained by power or band floating with cork floats.

4. Type "D" - Steel Troweled: This finish shall be obtained after completion of a Type "B" finish. When the concrete has hardened sufficiently to prevent excess fine material from working to the surface, the surface shall be compacted and smoothed with not less than two thorough and complete steel troweling operations. In areas, which are to receive a floor covering such as tile, resilient flooring, or carpeting, only one troweling operation is required. The finish shall be brought to a smooth, dense surface, free from defects and blemishes.

5. Type "E" - Broom or Belt: This finish shall provide the surface with a transverse scored texture by drawing a broom or burlap belt across the surface immediately after completion of a Type "B" finish.

6. Type "F" - Swept in Grout Topping: This finish shall be applied after a completion of a Type "A" finish. The concrete surface shall be properly cleaned, washed, and coated with a mixture of water and Portland Cement. Cement grout in accordance with Section 03315 shall then be plowed and swept into neat conformance with the blades or arms of the apparatus by turning or rotating the previously positioned mechanical equipment. Special attention shall be paid to true grades, shapes and tolerances as specified by the manufacturer of the equipment. Before beginning this finish, the Contractor shall notify the Engineer and the equipment manufacturer of the details of the operation and obtain approval and recommendations of the equipment manufacturer.

7. Type "G" - Hardened Finish: Either a liquid hardened finish or an aggregate hardened finish shall be provided at the Contractor's option.

8. Type "H" - Non-Slip Finish: This finish shall be provided by applying a non-slip shake-on aggregate concurrently with the application of a Type "D" finish. Application procedure shall be in accordance with manufacturer's instructions.

9. Type "J" - Raked Finish: This finish shall be provided by raking the surface as soon as the condition of the concrete permits by making depressions of +/-1/4-inch.

3.0.9. CONCRETE FINISH SCHEDULE

ITEM	TYPE OF FINISH

Inner face of walls of tanks, flow channels, wet wells, perimeter walls, and miscellaneous structures to be coated	I
Exterior concrete walls below grade	I
Exterior exposed concrete walls and columns (including top of wall) to one foot below grade. All other exposed concrete surfaces not specified elsewhere	II
All interior exposed concrete vertical surfaces in buildings	III
Interior exposed ceiling, including beams	III
Floors of process equipment tanks or basins, and slabs to receive roofing material or waterproof membranes	B
All interior finish floors of buildings and structures and walking surfaces which will be continuously or intermittently wet	C
All interior finish floors of buildings and structures which are not continuously or intermittently wet	D
Floors to receive tile, resilient flooring, or carpeting	D
Concrete in flow channels not specified to be coated	D
Exterior concrete sidewalks, steps, ramps, decks, slabs on grade and landings exposed to weather	E
Floors of process tanks indicated on Drawings or in the specifications to receive cement grout topping	F
Precast concrete form panels, hollow core planks, double tees	J

3.0.10. CURING AND DAMP PROOFING

A. All concrete shall be cured for not less than 14 days after placing, in accordance with the methods specified herein for the different parts of the work and described in detail in the following paragraphs.

SURFACE TO BE CURED OR DAMPPROOFED	METHOD
Unstripped forms	1
Construction joints between footings and walls, and between floor slab and columns	2
Encasement concrete and thrust blocks	3
All concrete surfaces not specifically provided elsewhere in this paragraph	4

B. Method 1: Wooden forms shall be wetted immediately after concrete has been placed and shall be kept wet with water until removed. If steel forms are used, the exposed concrete surfaces shall be kept continuously wet until the forms are removed. If forms are removed within 14 days of placing the concrete, curing shall be continued in accordance with Method 4.

C. Method 2: The surface shall be covered With burlap mats which shall be kept wet with water for the duration of the curing period, until the concrete in the walls has been placed. No curing compound shall be applied to surfaces cured under Method 2.

D. Method 3: The surface shall be covered with moist earth not less than 4 hours, nor more than 24 hours, after the concrete is placed. Earthwork operations that may damage the concrete shall not begin until at least 7 days after placement of concrete.

E. Method 4: The surface shall be sprayed with a liquid curing compound. It shall be applied in accordance with the manufacturers printed instructions at a maximum coverage rate of 200 square feet per gallon and in such a manner as to cover the surface with a uniform film which will seal thoroughly.

F. Care shall be exercised to avoid damage to the seal during the curing period. Should the seal be damaged or broken before the expiration of the curing period, the break shall be repaired immediately by the application of additional curing compound over the damaged portion.

G. Wherever curing compound may have been applied by mistake to faces against which concrete subsequently is to be placed and to which it is to adhere, said compound shall be entirely removed by hydroblasting just prior to the placing of new concrete.

H. Curing compound shall be applied as soon as the concrete has hardened enough to prevent marring on uniformed surfaces, and within 2 hours after removal of forms from contact with formed surfaces. Repairs required to be made to formed surfaces shall be made within the said 2-hour period; provided, however, that any such repairs which cannot be made within the said 2-hour period shall be delayed until after the curing compound has been applied. When repairs are to be made to an area on which curing compound has been applied, the area involved shall first be wet-sand blasted to remove the curing compound, following which repairs shall be made as provided herein.

3.0.11. TESTING

A. Field Testing of Concrete

1. The Contractor shall coordinate with the Engineer's project representative the on-site scheduling of the materials testing consultant personnel as required for concrete testing.

2. Concrete for testing shall be supplied by the Contractor at no additional cost to the Owner, and the Contractor shall provide assistance to the materials testing consultant in obtaining samples. The Contractor shall dispose of and clean up all excess material.

B. Consistency

1. The consistency of the concrete will be checked by the materials testing consultant by standard slump cone tests. The Contractor shall make any necessary adjustments in the mix as the Engineer and/or the materials testing consultant may direct and shall upon written order suspend all placing operations in the event the consistency does not meet the intent of the specifications. No payment shall be made for any delays, material, or labor costs due to such eventualities.

2. Slump tests shall be made in accordance with ASTM C143. Slump tests will be performed as deemed necessary by the materials testing consultant and each time compressive strength samples are taken.

3. Concrete with a specified nominal slump shall be placed having a slump within 1” (higher or lower) of the specified slump. Concrete with a specified maximum slump shall be placed having a slump less than the specified slump.

C. Unit Weight

1. Samples of freshly mixed concrete shall be tested for unit weight by the materials testing consultant in accordance with ASTM C138.

2. Unit weight tests will be performed as deemed necessary by the Engineer and each time compressive strength samples are taken.

D. Air Content

1. Samples of freshly mixed concrete will be tested for entrained air content by the materials testing consultant in accordance with ASTM C231.

2. Air content tests will be performed as deemed necessary by the materials testing consultant and each time compressive strength samples are taken.

3. In the event test results are outside the limits specified, additional testing shall occur. Admixture quantity adjustments shall be made immediately upon discovery of incorrect air entrainment.

E. Compressive Strength

1. Samples of freshly mixed concrete will be taken by the materials testing consultant and tested for compressive strength in accordance with ASTM C172, C31 and C39, except as modified herein.

2. In general, one sampling shall be taken for each placement, with a minimum of one (1) sampling for each day of concrete placement operations, or for each one fifty (50) cubic yards of concrete, or for each 5,000 square feet of surface area for slabs or walls, whichever is greater.

3. Each sampling shall consist of at least five (5) 6x12 cylinders or eight (8) 4x8 cylinders. Each cylinder shall be identified by a tag, which shall be hooked or wired to the side of the container. The materials testing consultant will fill out the required information on the tag, and the Contractor shall satisfy himself that such information shown is correct.

4. The Contractor shall be required to furnish labor to the Owner for assisting in preparing test cylinders for testing. The Contractor shall provide approved curing boxes for storage of cylinders on site. The insulated curing box shall be of sufficient size and strength to contain all the specimens made in any four consecutive working days and to protect the specimens from falling over, being jarred or otherwise disturbed during the period of initial curing. The box shall be erected, furnished, and maintained by the Contractor. Such box shall be equipped to provide the moisture and to regulate the temperature necessary to maintain the proper curing conditions required by ASTM C31. Such box shall be located in an area free from vibration such as pile driving and traffic of all kinds and such that all specimens are shielded from direct sunlight and/or radiant heating sources. No concrete requiring inspection shall be delivered to the site until such storage curing box has been provided. Specimens shall remain undisturbed in the curing box until ready for delivery to the testing laboratory but not less than sixteen hours.

5. The Contractor shall be responsible for maintaining the temperatures of the curing box during the initial curing of test specimens with the temperature preserved between 60°F and 80°F as measured by a maximum-minimum thermometer. The Contractor shall maintain a written record of curing box temperatures for each day curing box contains test specimens. Temperature shall be recorded a minimum of three times a day with one recording at the start of the workday and one recording at the end of the workday.

6. When transported, the cylinders shall not be thrown, dropped, allowed to roll, or be damaged in any way.

7. Compression tests shall be performed in accordance with ASTM C39. For 6x12 cylinders, two test cylinders will be tested at seven days and two at 28 days. For 4x8 cylinders, three test cylinders will be tested at seven days, three at 28 days. The remaining cylinders will be held to verify test results, if needed.

F. Evaluation and Acceptance of Concrete

1. Evaluation and acceptance of the compressive strength of concrete shall be according to the requirements of ACI 214, ACI 318, and ACI 350.

2. The strength level of concrete will be considered satisfactory if all of the following conditions are satisfied.

    a. Every arithmetic average of any three consecutive strength tests equals or exceeds the minimum specified 28-day compressive strength for the mix (see Article 2.08). b. No individual compressive strength test results falls below the minimum specified strength by more than 500 psi.

3. In the event any of the conditions listed above are not met, the mix proportions shall be corrected for the next concrete placing operation.

4. In the event that condition 2B is not met, additional tests in accordance with Article 3.10, paragraph H shall be performed.

5. When a ratio between 7-day and 28-day strengths has been established by these tests, the 7-day strengths shall subsequently be taken as a preliminary indication of the 28-day strengths. Should the 7-day test strength from any sampling be more than 10% below the established minimum strength, the Contractor shall:

    a. Immediately provide additional periods of curing in the affected area from which the deficient test cylinders were taken.

    b. Maintain or add temporary structural support as required.

    c. Correct the mix for the next concrete placement operation, if required to remedy the situation.

6. All concrete which fails to meet the ACI requirements and these specifications is subject to removal and replacement at no additional cost to the Owner.

G. When non-compliant concrete is identified, test reports shall be sent immediately to the Engineer for review.

H. Additional Tests

1. When ordered by the Engineer, additional tests on in-place concrete shall be provided and paid for by the Contractor.

2. In the event the 28-day test cylinders fail to meet the minimum strength requirements as outlined in Article 3.10, paragraph F, the Contractor shall have concrete core specimens obtained and tested from the affected area immediately.

a. Three cores shall be taken for each sample in which the strength requirements were not met.

b. The drilled cores shall be obtained and tested in conformance with ASTM C42. The tests shall be conducted by a materials testing consultant approved by the Engineer.

c. The location from which each core is taken shall be approved by the Engineer. Each core specimen shall be located, when possible, so its axis is perpendicular to the concrete surface and not near formed joints or obvious edges of a unit of deposit.

d. The core specimens shall be taken, if possible, so no reinforcing steel is within the confines of the core.

e. The diameter of core specimens should be at least 3 times the maximum nominal size of the coarse aggregate used in the concrete but must be at least 2-inches in diameter.

f. The length of specimen, when capped, shall be at least twice the diameter of the specimen.

g. The core specimens shall be taken to the laboratory and when transported, shall not be thrown, dropped, allowed to roll, or damaged in any way.

h. Two (2) copies of test results shall be mailed directly to the Engineer. The concrete in question will be considered acceptable if the average compressive strength of a minimum of three test core specimens taken from a given area equal or exceed 85% of the specified 28-day strength and if the lowest core strength is greater than 75% of the specified 28-day strength.

I. In the event that concrete placed by the Contractor is suspected of not having proper air content, the Contractor shall engage a materials testing consultant approved by the Engineer, to obtain and test samples for air content in accordance with ASTM Specification C457. D

END OF SECTION

03360 GROUT

PART 1 – GENERAL

1.0.1. SCOPE OF WORK

A. The work included in this Section consists of grouting the various items listed hereinafter and indicated on the drawings.

1.0.2. RELATED WORK

A. Section 03300 “Cast-in-Place Concrete, Reinforcement and Formwork”.

1.0.3. SUBMITTALS

A. Manufacturer's literature shall be submitted for review on the following items.

1. Nonshrink grout data shall include grout properties, mixing, surface preparation and installation instructions.

1.0.4. DELIVERY AND STORAGE

A. Grouting materials shall be delivered and stored in unbroken containers with seals and labels intact as packaged by the manufacturer.

1.0.5. QUALITY ASSURANCE

A. If the project includes patching, through bolt holes, epoxy anchors, and/or block outs, the manufacturer shall, if necessary, train the Contractor's employees in the mixing and curing of the epoxy grouts for each of these applications.

B. Furnish one year warranty. Manufacturer's warranty shall not contain a disclaimer limiting responsibility to the purchase price of products or materials.

PART 2 – PRODUCTS

3.0.1. MATERIALS

A. Cementitious grout shall be composed of one part of Type II Portland cement to three parts of sand.

B. Non-shrink Nonmetallic Grout shall be Five Star Special Grout 150, Five Star Products, Inc.; Grout F-100, Sauereisen Cement; Masterflow 713, BASF Building Systems; NS Grout, Euclid Chemical Company, pre-mixed type, or approved equal.

C. Non-shrink Metallic Grout: Master Builders Embeco 636 Plus Grout, BASF Building Systems, pre-mixed type, or approved equal.

D. Non-shrink Hydraulic Cement Grout shall be Waterplug, Thoro Products, BASF Building Systems, or approved equal.

E. Non-shrink shall be Five Star HP Epoxy Grout, Five Star Products, Inc., available from Coastal Construction Products, Inc. or Wall-Nu Trowelable, Steelcote Manufacturing Co., available from Florida Wire and Rigging Works, or approved equal.

F. Specifications for cement and sand for mortar and grout shall be the same as those for concrete.

3.0.2. EPOXY ANCHOR GROUT

A. Epoxy anchor grout shall conform to ASTM C 881 - Epoxy-Resin-Base Bonding Systems for Concrete, Type IV, Class A, B and C, Grade 3 with the exception of gel time.

B. Heat deflection temperature per ASTM D 648 -- Test Method for Deflection Temperature of Plastics Under Flexural Load shall be a minimum 120 degrees.

C. Manufacturer shall certify that the epoxy anchor grout will maintain 90 percent of its strength up to a temperature of 125 degrees F.

D. Grout shall come in a 2 chambered cartridge with a metering system that provides the proper ratio of hardener and resin. The grout shall also come with a static mixer nozzle to thoroughly mix the hardener and resin together.

E. Epoxy anchor grout shall be capable of being used in submersed applications once cured.

F. Compressive strength per ASTM D 695 - Test Method for Compressive Properties of Rigid Plastics shall be 10,000 psi minimum.

G. If the average working or operating temperature will be over 100 degrees F or in a high fire risk area, use cement based non-shrink grout and oversized holes.

H. Overhead anchors and anchors in fire-resistive construction shall be cast-in anchors.

I. Embedment of adhesive anchors/rebar shall be deep enough to develop the anchor/rebar. Embedment shall not exceed 67 percent of the member depth.

J. Epoxy anchor grout shall be SET-XP by Simpson Strong-Tie Co., Inc.; Powers PE1000+ by Powers Fasteners, Inc.; RE 500 SD by Hilti, Inc.; or approved equal.

PART 3 – EXECUTION

3.0.1. PREPARATION

A. All bonding surfaces shall be clean and dust and oil free. Grout shall be mixed and applied in accordance with manufacturer's recommendations.

B. Grout Mix proportions (for grout to fill cores in reinforced masonry walls): 1. One part Portland cement, Type I or II. 2. 2-1/4 parts damp, loose sand. 3. Parts shot gravel (3/8" maximum). 4. Mix to conform to ASTM C476-83 with a minimum compressive strength of 2500 psi at 28 days, have an 8" minimum and 10" maximum slump.

C. Grout shall not be placed until base concrete or masonry has attained its design strength, unless authorized otherwise by the Engineer. Surfaces that will be in contact with grout shall be free of dirt, loose rust, oil, wax, grease, curing compounds, laitance, loose concrete, and other deleterious materials.

D. Mechanical, electrical, and finish WORK shall be completed prior to placement of topping or concrete/grout fill. To ensure bonding to the base slab, the base slab shall be given an exposed aggregate finish. Alternatively where accepted by the Engineer, the base slab shall be given a roughened textured surface by a close-spaced rake while the surface is green. After curing, high pressure washing shall expose the aggregates and produce not less than a 3/16-inch amplitude roughness. Jackhammers or chipping hammers shall not be used.

3.0.2. INSTALLATION

A. Non shrink Grout:

1. Non shrink, nonmetallic grout shall be used for grouting precast concrete wall panel connections, column base plates, anchor bolts, reinforcing bars, pipe sleeves, and machinery supports.

2. Grout shall be mixed as close to the work area as possible and transported quickly to its final position in a manner which will not permit segregation of materials.

3. Non shrink grout shall be cured with water saturated burlap for at least three days or with an application of Super Rez Seal cure and seal compound applied immediately after grout placement.

4. Machinery set on grout pads shall not be operated until the grout has cured for at least 24 hours.

5. Expansive, non-shrink epoxy grout in the category of the DP Five Star Epoxy Grout shall be used for installation of vibrating machinery such as pumps.

B. Epoxy Adhesive Anchors: Grout shall be proportioned and mixed with automatic equipment. Unless otherwise indicated, embedment shall be sufficient to develop the ultimate tensile strength of the anchor or reinforcing bar per the manufacturer's ICC-ES report but shall not be less than 8 diameters for threaded rod or 12 diameters for reinforcing or smooth bars. Holes shall be dry.

C. Drilled anchors and reinforcing bars shall be installed in strict accordance with the manufacturer's instructions. Holes shall be roughened with a brush on a power drill, and cleaned. Drilled anchors shall not be installed until the concrete has reached the required 28 Day compressive strength. Anchors shall not be loaded until the grout has reached its indicated strength in accordance with the manufacturer's instructions.

END OF SECTION

DIVISION 5 – METALS

05550 ALUMINUM RAILING

PART 1 - GENERAL

1.0.1. SCOPE OF WORK

A. The Contractor shall design, furnish, fabricate, and install aluminum railing and appurtenances as indicated on the Drawings, complete, all in accordance with the requirements of this section.

1.0.2. QUALITY ASSURANCE

Standards: Unless otherwise specified, all materials, workmanship and practices shall conform to the following Standards:

A. South Florida Building Code, latest edition.

B. Aluminum Construction Manual, latest edition, by the Aluminum Association.

C. Applicable OSHA requirements

D. Rail and fittings shall be clear anodized, as specified below. Railing shall be plastic wrapped for protection. Wrap shall be removed only after erection.

1.0.3. SUBMITTALS

A. The Contractor shall submit to the Engineer of Record detailed shop drawings, prior to fabrication, for review and approval. The drawings shall be complete, covering all aluminum railing members, fastenings, connections, means of galvanic protection, etc., which for part of a finished structure.

B. Where written certification are called for below, it shall be submitted to the Engineer of Record.

PART 2 – PRODUCTS

2.0.1. ACCEPTABLE MANUFACTURING

G. Wesrail: Moultrie Manufacturing Co.

H. Thompson Railing Systems: Thompson Fabricating Co.

I. Approved equals.

2.0.2. ALUMINUM RAILING SYSTEM

A. General: Where indicated on the Drawings, pipe handrailing shall be provided. Pipe handrailing shall be supplied as required by the South Florida Building Code and OSHA whether indicated on the Drawings or not, including stair railings.

B. Prior to fabrication, verify all dimensions by actual measurement, so that the finished ladder will fit accurately and provide a neat appearance, with no part out of line and grade by more than 1/8 inch.

C. Handrailing system, including rails, stanchions and attachments, shall be designed and constructed to resist a load of not less than 200 pounds applied in any direction and at any point on the rails.

D. The handrailing shall be of welded construction design, with field splices where required between sections. All exposed welds shall be continuous fillets, watertight, and ground smooth. Bends, warps and ramps in the rails shall be made by bending the pipe to true and even curves, without kinks.

E. Vertical pipe supports to be set in concrete shall be set in built-in pipe sleeves, or concrete may be cored, minimum 5-inches in length. Removable posts shall be sleeved. The joint between upright and sleeve shall be cemented with epoxy grout.

F. Wall brackets for handrail shall be as manufactured by Mouitrie Manufacturing Company, J.G. Braun Company, Fulton Metal Products Company, or equal. Wall brackets shall be fabricated of metal compatible with handrail metal. End all wall mounted railings at the line of the first nosing.

G. Provide chain gates across all openings in railings. Chain shall be welded, stainless steel, close link hoisting chain, 1/4-inch by 1-5/16 inch links. One end of each chain gate shall be attached by a stainless steel shackle to a 1/4-inch round stainless steel stock eye bolted to the pipe stanchion and the other end connected to a heavy stainless steel snap hook. A 1/4-inch stainless steel eye shall be provided in the opposite stanchion or concrete wall, installed at the height of the center lines of the top rail.

H. Aluminum Railing: Stanchions and rails shall be nominal 2 inch diameter minimum, Schedule 80 aluminum alloy 6061-T6 with clear anodized finish. Railing posts must be adequately reinforced to meet the specified design loads. Handrailing shall be 42 inches in height. In no case shall the spacing of handrail posts exceed five (5) feet on center. Stainless steel railings may be used in lieu of aluminum railing at the CONTRACTOR's option.

I. Kickplates: Kickplates where not specifically called for in the Drawings shall be furnished and installed typically at the edges of all metal walkways and at other handrail installations. Kickplates shall be l/4-inch thick, must meet OSHA

requirements, shall project 4-inches above walkway surface, may not infringe on minimum required walkway width and material must be the same as that of handrail construction. Kickplates shall be connected to handrail posts as detailed on the drawings.

2.0.3. FINISHES

A. Finish shall be natural anodized after forming, and before assembly. Each piece of aluminum to be anodized shall be finished (anodized) in accordance with the following Aluminum Association Designations:

1. Sheet: AA-M10C11c21A31, with minimum 0.4 mil coating

2. Structural shapes, plates, bars and pipe: AA-M10C11C21A41, with minimum 0.8 mil coating.

B. All fabricated aluminum items of the railing shall be anodized after fabrication. No touch-up paint will be accepted.

C. A written certification stating compliance with the aluminum finish (anodizing) as specified above shall be furnished for all aluminum material and/or items furnished and installed by the Contractor.

D. Protect all aluminum by a factory applied coating of water-tight clear methacrylate lacquer having a minimum thickness of 0.008"minimum capable of withstanding the action of lime and mortar for a period of at least one week in an atmosphere of 100% relative humidity at 100ºF.; the action of 10% by weight muriatic acid for a period of six hours at 70ºF.; and the action of the atmospheric weather for a period of 12 months. The coating shall be sprayed on, after anodizing and sealing procedures have been followed. Submit written certification indicating that the coating meets or exceeds the requirements of the Aluminum Association Mortar Test for Clear Lacquers on Anodized Aluminum.

2.0.4. EXPANSION BOLTS

A. Stainless steel type 316 wedge bolts furnished by handrail manufacturer.

PART 3 -- EXECUTION

3.0.1. EXAMINATION

A. Verify that field conditions are acceptable and are ready to receive work.

B. Beginning of installation means erector accepts existing conditions.

3.0.2. PREPARATION

A. Clean and strip primed items to bare metals where site welding is required.

B. Supply items required to be cast into concrete with setting templates, to appropriate sections.

3.0.3. FABRICATION

A. Fabricate railings in shop, made and erected square, plumb, straight and true, designed for adjustment to field variations, accurately fitted with tight joints and intersections.

3.0.4. INSTALLATION

A. Install items plumb and level, accurately fitted, free from distortion or defects.

B. Provide anchors and plates required for connecting railings to structure.

C. Aluminum Railings: Aluminum railing fabrication shall be performed by craftsmen experienced in the fabrication of architectural metal work. Exposed surfaces shall be free from defects or other surface blemishes. Dimensions and conditions shall be verified in the field. All joints, junctions, miters and butting sections shall be precision fitted with no gaps occurring between sections, and with all surfaces flush and aligned. Electrolysis protection of materials shall be provided.

D. After satisfactory installation, all coating shall be removed leaving the clean undamaged surface. In locations where aluminum may come in contact with dissimilar metals or masonry, the surfaces shall be given a heavy brush coat of alkali-resistant bituminous paint or separated with a non-absorptive tape or gasket.

3.0.5. EXPANSION BOLTS

A. Expansion bolts shall be spaced 10d apart and 5d edge distance for no reduction in pull out strength. A safety factor of four shall be provided on expansion bolt pull out values published by the manufacturer.

3.0.6. ALUMINUM SURFACES

A. Aluminum surfaces in contact with concrete, grout (except epoxy grout), dissimilar metals (except stainless steel), or buried in the ground shall be protected with a heavy coat of Bitumastic No. 300, as manufactured by Kop-Coat, Inc., or approved equal.

END OF SECTION

END OF TECHNICAL SPECIFICATIONS

Sponsored By: Interim City Manager

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR QUALIFIED CONTRACTOR(S) FOR THE REHABILITATION OF HISTORIC CITY HALL, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Phases I and II the of architectural and engineering services for the rehabilitation of the Historic City Hall, within the City of Opa-Locka, to assess existing conditions, including preparation of base drawings and identification of improvement requirements have been completed; and

WHEREAS, the City of Opa-Locka ("City") desires to issue a Request for Proposals ("RFP") to select qualified contractor(s) for the rehabilitation of the Historic City Hall Building, within the City, as per construction documents and specifications; and

WHEREAS, the RFP will be issued electronically, but may require additional advertising, estimated to be Three Thousand Dollars ($3,000.00); and

WHEREAS, the City Commission authorizes the Interim City Manager to issue an RFP, attached hereto as Exhibit "A", for the provision of construction services for the Rehabilitation of Historic City Hall, within the City.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves the issuance of a Request for Proposals (RFP), attached hereto as Exhibit "A", for the provision of construction services for the Rehabilitation of Historic City Hall, within the City.

SECTION 3. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Adelina Gross			**Department Director Signature:**	Adelina Gross		
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*12/14/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex:		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							x
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:**		
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ▬ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		*Improve the quality of Drinking Water and protect public health*		
Sponsor Name	City Manager		**Department: CIP/PW**		City Manager		

Short Title:

A Resolution to issue an RFP to select a qualified contractor(s) for the rehabilitation of the Historic City Hall

Staff Summary:

MC Harry and Associates, Inc. was selected by the City Commission to provide professional Architectural and Engineering services for rehabilitation of the Historic City Hall Building. Phases I and II of the scope to assess existing conditions, including preparation of base drawings and identification of improvement requirements have been successfully completed. The final phase of the MC Harry and Associates contract will include final construction document preparation for the renovation and repair to prevent further building degradation and restoration of the Administrative Building, including exterior envelope, interior finishes, and improvement or replacement of the primary mechanical, electrical, plumbing, and fire protection systems.

The RFP will be issued to select qualified contractor(s) for the rehabilitation of the Historic City Hall Building as per construction documents and specifications.

Financial Impact: The only financial impact at this time will be expenditure of up to $3,000 for advertising this RFP to ensure the broadest number of potential bidders are made aware of this opportunity. The adopted FY 23 Budget includes $600,000 (a County General Obligation program grant) for the project's construction. It is anticipated that the construction phase may cost up to $1.2 million, necessitating a budget amendment for the remainder of the funding. A budget amendment will be included at the time this project is brought forward for Commission approval to begin construction.

Proposed Action:

Staff recommends the City Commission approve the RFP issuance to obtain the most responsive and responsible contractor to rehabilitate the Historic City Hall Building.

Attachment:

1. Agenda
2. RFP for Rehabilitation of Historic City Hall
3. Architectural Plans

City of Opa-locka

RFP NO: 22-XXXXXXX

REQUEST FOR PROPOSAL (RFP)

REHABILITATION OF HISTORIC CITY HALL

CITY OF OPA-LOCKA
RFP NO. 22-XXXXXXX

REHABILITATION OF HISTORIC CITY HALL

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REHABILITATION OF HISTORIC CITY HALL

Sealed Proposals for the Rehabilitation of Historic City Hall will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Wednesday, January 4, 2023 by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Rehabilitation of Historic City Hall.**

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 22-XXXXXXX** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Wednesday, December 21, 2022 at 10:00 a.m.** at 780 Fisherman Street, Ste. 220, Opa-locka, FL 33054 and via zoom.

To participate via Zoom, please use the call-in information listed below:
https://us02web.zoom.us/j/4638013145?pwd=UGFpTmFpbE52c2dOZnBTenB4Z2lHZz09
Meeting ID: 463 801 3145
Passcode: 780334
One tap mobile
+13126266799,4638013145#,*780334# US (Chicago)
+16465588656,4638013145#,*780334# US (New York)
Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
Find your local number: https://us02web.zoom.us/u/k1HRpbFTd

Joanna Flores, CMC
City Clerk

RFP NO. 22-XXXXXXX

REHABILITATION OF HISTORIC CITY HALL

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional companies to provide and serve as project architect/ engineer/ general contractor associated with the design, renovation, and installation for **Rehabilitation of Historic City Hall.**

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm on Wednesday, January 4, 2023. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 22-XXXXXXX –REHABILITATION OF HISTORIC CITY HALL.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for

Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public

entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

PART II

MINIMUM SPECIFICATIONS
SCOPE OF SERVICES:

The scope of work includes the new interior walls and ceiling finishes, restroom renovations, replacement of exterior doors and windows, new interior doors, stucco repairs, wood detailing repairs and restoration, new lighting and electrical devices, new mechanical and plumbing systems, upgrade of fire alarm and fire protection systems, new roofing for entire complex and observation tower repairs and restoration. Landscape improvements at courtyards and restoration of a fountain along with restoration of existing historic finishes, light fixtures, and historic details; new painting throughout. Selective demolition and indoor air quality testing and mold remedial if required. The structure shall current requirements for 40 year building structural and electrical recertification.

The Contractor shall perform the complete work described herein or reasonably inferable there from, including all demolition and construction services, supervision, administration services, coordination of all Subcontractors, tests, inspections, and other items that are necessary to and appropriate for the finishing, equipping and functioning of the facilities and structures, together with all additional, collateral and incidental work and services required for the completion of the work.

BONDING REQUIREMENTS

The PROPONENT, in submitting this Bid, shall include a Bid Bond in the amount of 5% of the total amount of the base Bid on the Bid Bond Form included herein. A company or personal check shall not be deemed a valid Bid Security.

PERFORMANCE AND PAYMENT BOND

The City of Opa-locka shall require the successful PROPONENT to furnish a Performance Bond and Payment Bond, each, in the amount of 100% of the total Bid Price, including Alternates if any, with the City of Opa-locka as the oblige, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.

GOVERNMENTAL RESTRICTIONS

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

AWARD OF BIDS

The City of Opa-locka reserves the right to award the bid to the lowest, most responsive, responsible PROPONENT, as determined by the City Commission, however the right of the City to reject any and all bids, to waive any irregularity in the bids or bidding procedure and subject also to the right of the City to award bid and contract to PROPONENTS other than the low PROPONENT.

EVALUATION OF BIDS

The City, at its sole discretion, reserves the right to inspect any/all PROPONENT'S facilities to determine its capability of meeting the requirements for the Contract. Also, price, responsibility and responsiveness of the PROPONENT, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

IDENTICAL (TIE BIDS)

Shall be awarded by the City in compliance with Florida State Statutes providing for a drug free workplace. That is, in the event of an identical Tie Bid, a preference shall be given to a business having a drug free workplace under Florida Statute Section 287.087, as amended. In case both bidders have a drug free workplace the preference will be given to local bidders or has commitment to include local sub-contractor(s). Failure to provide proof of compliance when requested shall be cause for rejection of the Bid as determined by the City.

HOLD HARMLESS

All PROPONENTS shall hold the City, it's officials and employees harmless and covenant not to sue the City, it's officials and employees in reference to its decisions to reject, award, or not award a Bid, as applicable.

NON-CONFORMANCE TO CONTRACT

The City of Opa-locka may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the vendor at its own expense and redelivered at its expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contract being found in default.

DEFAULT PROVISION

In case of default by the PROPONENT or CONTRACTOR, the City of Opa-locka may procure the articles or services from other sources and hold the PROPONENT or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

INDEMNIFICATION

The CONTACTOR shall indemnify, save harmless, and defend the City of Opa-locka, it's officers, agents and employees from and against any claims, demands or causes of action or nature arising out of error, omission, negligent act, conduct, or misconduct of the CONTRACTOR, its agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and/or from any procurement decision of the CITY including without limitation, awarding the Contract to the CONTRACTOR.

11.21 SECONDARY/OTHER VENDORS

The CITY reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

11.22 BID GUARANTEE

The successful PROPONENT shall execute the Contract (Agreement) and provide the required Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days of Notice of Award by the City. The PROPONENT who has the Contract awarded to him and who fails to furnish the Performance and Payment Bonds and Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied his Bid, and the Bid Security shall be retained as liquidated damages by the City. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.

11.23 TIME OF COMPLETION

The time of completion of the work to be performed under this contract is the essence of the contract. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the General Conditions. There shall be a $1500 a day liquidated damages for every day that the project is not completed per the agreed upon schedule.

11.24 SIGNATURE

The legal name of the person or firm submitting the Proposal should be inserted in Schedule C. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

(a)If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;

(b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint ventures should be included, and each partner or joint ventures should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint ventures is a corporation then such corporation should sign as indicated in subsection (a) above; or

(c)If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

EVALUATION AND SELECTION

EVALUATION TEAM

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

EVALUATION CRITERIA

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:

(a) EXPERIENCE & REFERENCES

The City will consider the proponent's past experience in undertaking similar projects in type, scope, and budget and complexity: **25 pts**.

List the profile, experience, and qualifications of the firm, along with the names, addresses, telephone numbers, licenses, educational background, applicable certifications, identification of the services provided to **historic structures** in Florida. **Bidders without historic building experience will not be considered for evaluation.**

Below is a listing of the minimum items that should be submitted:

General information about the firm

- Name, physical address, email and phone number of the firm
- List of firm's insurance policies, the insurer, and policy numbers
- List names and titles of officers of the firm who are directly responsible for engineering and construction services
- Project Organizational Chart with staff availability
- Project Manager's name and experience
- Resume of each individual (including sub-selected bidders) who will be assigned to the project(s), including education, experience, and any other pertinent information shall be included for each team
- Information pertaining to the firm's compliance with state licensing
- Names of sub-bidder(s) the selected bidder intends to use for this RFP
- Experience of the firm(s) in performing design and construction of building structures
- Detailed list of services available directly from the company
- Quality Control Process
- Project Management System
- Scheduling and Cost Control
- Technical Approach specific to the Project
- Proof of appropriate Florida certifications and licenses
- Fee Schedule - Standard fee schedule

The Evaluation Team will consider the Proponent's organization and proposed project team past experience in undertaking similar construction projects in type, scope, budget, and complexity. Proponent shall identify its past experience for providing Services that are MOST RELATED TO THIS PROJECT within the last five (5) years. List the projects in order of priority, with the most relevant project listed first.

(b) FINANCIAL ABILITY AND RESOURCES

The Evaluation Team will consider the Proponent's organization's financial ability and resources to carry out the project: **5 pts**.

(c) LOCAL WORKFORCE PARTICIPATION

The Evaluation Team will consider the Proponent's organization ability to implement initiatives in compliance with section 3 Federal requirements for local employment, training and contracts with project area businesses. The bidders are encouraged to demonstrate intent to hire local resident within the city limits. Project-specific policy to hire local residents with numbers, i.e., how many project-specific employees are projected to be hired from the city is expected to be included in the bid package: **10 pts**.

(d) SCHEDULE AND QUALITY CONTROL

The City will consider the Proponent's proposed project Quality control with timeline inclusive of mobilization and completion: **5 pt**.

The Evaluation Team will consider the Proponent's organization proposed project timeline inclusive of mobilization, construction schedule, milestones, closeout and completion.

(e) PRICE PROPOSAL

The City will consider the proponent's price proposal only in terms of accuracy, completeness, value, local market and substantiated industry standards: **65 pts.**

The Evaluation Team will consider the Proponent's price proposal in terms of accuracy, completeness, value, local market and substantiated industry standards.

The Evaluation Team will consider the Proponent's responses to attached questionnaires and all other forms and documents being a part of this RFP and Proponent's submittal. Items A to E will comprise a technical review as further described in this RFP. Item F will represent the price proposal.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

13. DISCREPANCIES IN PROPONENT'S FINANCIAL PROPOSAL

If there are any obvious discrepancies, errors or omissions in the Price Proposal (Proponent's Financial Proposal), then the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted, and in particular:

(a) If there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;

(b) If a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity; and,

(c) If an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity

3.1 Proposal Requirements

The proposal shall include the following:

1. Understanding of the Scope of Work.
   Describe your understanding of the work to be performed.
2. Experience and Qualifications of Firm.
   List similar projects successfully completed within the last five (5) years.
3. Key Personnel.
   Please provide the names and qualifications of the key personnel assigned to this contract.
4. References.
   Provide a list of references from the past and current clients within the last five (5) years.

5 Schedule.

Contractor shall submit a timeline as to when each task will be completed

6. Fee Proposal.

   The fee proposal will be reviewed but is not the sole factor in the selection process. Submit documentation associated with the pricing of each task.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications of professional personnel assigned to project List the profile, experience, and qualifications of the firm, along with the names, addresses, telephone numbers, licenses, educational background, applicable certifications, identification of the services provided to **historic structures** in Florida. **Bidders without historic building experience will not be considered for evaluation.**	25
Financial Ability and Resources The Evaluation Team will consider the Proponent's organization's financial ability and resources to carry out the project.	5
Local Workforce Participation The Evaluation Team will consider the Proponent's organization ability to implement initiatives in compliance with section 3 Federal requirements for local employment, training and contracts with project area businesses. The bidders are encouraged to demonstrate intent to hire local resident within the city limits. Project-specific policy to hire local residents with numbers, i.e. how many project-specific employees are projected to be hired from the city is expected to be included in the bid package.	10

Schedule and Quality Control The City will consider the Proponent's proposed project Quality control with timeline inclusive of mobilization and completion: The Evaluation Team will consider the Proponent's organization proposed project timeline inclusive of mobilization, construction schedule, milestones, closeout, and completion.	5
Price Proposal The City will consider the proponent's price proposal only in terms of accuracy, completeness, value, local market, and substantiated industry standards: The Evaluation Team will consider the Proponent's price proposal in terms of accuracy, completeness, value, local market, and substantiated industry standards. The Evaluation Team will consider the Proponent's responses to attached questionnaires and all other forms and documents being a part of this RFP and Proponent's submittal. Items will comprise a technical review as further described in this RFP. Item f will represent the price proposal. The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.	65
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

RFP NO. 22-XXXXXXX
PROPOSER QUALIFICATIONS

REHABILITATION OF HISTORIC CITY HALL

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: _____

   Address: _____

   City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**
   _____ _____

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business: _____years

7. The length of time (continuous) in business as a service organization in Florida: _____years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 22-XXXXXXX

PRICE PROPOSAL FORM

REHABILITATION OF HISTORIC CITY HALL

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete, in place Project for the Proposed Price of:

2022 CONSTRUCTION COST SCHEDULE

Division	Description	Estimate	
TOTALS			
2	Site Demolition & Cleaning	$	
2	Selective demo & cleaning bldg.	$	
2	Sitework	$	
2	Landscaping	$	
2	Irrigation	$	
2	Pavers	$	
2	Fountain repair	$	
DIVISION 2 TOTALS			$
DIVISION 3			
3	Minaret tower repair	$	
3	Elev Tower	$	
3	SW Tower	$	
3	Site Wall	$	
3	Ext Stair Repairs	$	
	DIVISION 3 TOTALS		$
DIVISION 4			
4	CMU Brick Repointing	$	
	DIVISION 4 TOTALS		$
DIVISION 5			
5	Spiral Stair Rust clean & complete	$	
5	Access Ladder - tower	$	
5	Reinstall Top Core	$	
5	Lift Cabin & Weld	$	
5	Bridge Alum Rail	$	

	DIVISION 5 TOTALS		$
DIVISION 6			
6	Rough Carpentry -	$	
6	Restore Interior Stair	$	
6	Restore Interior Stair - handrail	$	
6	Final repair - Ext Balcony	$	
6	Finish millwork	$	
6	2nd & 3rd floor wood decking	$	
	DIVISION 6 TOTALS		$
DIVISION 7			
7	Finial Repair & Installation	$	
7	Demolition BUR & damaged wood decking	$	
7	New roof wood decking	$	
7	New Roofing (insulation & BUR) as per Roof Consultant Recommendations	$	
7	Repair broken tiles	$	
7	Roofing Standing Seam	$	
7	Joint Sealer	$	
7	Domes repair	$	
7	Cleanout scupper		$
	DIVISION 7 TOTALS		$
DIVISION 8			
8	HM Doors & Frames	$	
8	Door Hardware	$	
8	Access Panels & Louvers	$	
8	Windows - finish trim & repair broken glass	$	
DIVISION 8 TOTALS			$
DIVISION 9			
9	Stucco	$	
9	Ceramic Tile	$	
9	LVT Floor	$	
9	Base	$	
9	Wood Floor - Rehab	$	
9	Acoustical Ceiling	$	
9	Framing - finish	$	
9	Selective demo & install insulation	$	
9	Drywall	$	
9	Wood Beams at Council	$	
9	Exterior Painting	$	
9	Interior Painting	$	
	DIVISION 9 TOTALS		$

DIVISION 10			
10	Toilet Accessories	$	
10	Fire Extinguishers & Cabinets	$	
10	Signage	$	
	DIVISION 10 TOTALS		$
DIVISION 14			
14	Elevator complete	$	
	DIVISION 14 TOTALS		$
DIVISION 15			
15	Fire Sprinklers complete	$	
15	Snake Underground Sanitary Piping to verify condition	$	
15	Complete Wall Rough Plumbing	$	
15	Plumbing Fixtures	$	
15	Sump Pump Elevator	$	
15	HVAC Equipment	$	
15	Ductwork	$	
15	Test & Balance	$	
	DIVISION 15 TOTALS		$
DIVISION 16			
16	Electrical Gear & Panel review	$	
16	Light Fixtures (new vs old)	$	
16	Fire & Security Alarm	$	
16	Misc Pipe & Wire	$	
16	Electrical Labor - complete scope	$	
	DIVISION 16 TOTALS		$
	ESTIMATE TOTAL COST		**$**
	GENERAL CONDITONS & OHP - Assume 10%		**$**
	TOTAL CONSTRUCTION COST ESTIMATE		**$**

SUBMITTED THIS _____ DAY OF _____ 2022.

BID SUBMITTED BY:

Company	Telephone Number
Name of Person Authorized to Submit Bid	Fax Number
Signature	Email Address
Title	

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly

rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

CITY OF OPA-LOCKA
RFP NO. 22-XXXXXXX

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 controlled substances 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 bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by_____ the
(Name)
_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

(4) Neither the said PROPONENT 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 PROPONENT, 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 agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

Sworn and subscribed before this

_____day of_____, 20____

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:_____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature:_____

Print Name: _____

Title: _____

Date: _____

Sponsored by: Interim City Manager

RESOLUTION NO. 22- _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE INTERIM CITY MANAGER TO ISSUE A SPECIAL CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 1145 SHARAR AVENUE, WITHIN THE CITY, TO ALLOW FOR THE INSTALLATION OF FIVE IMPACT WINDOWS AND ONE IMPACT DOOR ON THIS REGISTERED HISTORIC PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka, Florida, has established a Historic Preservation Ordinance, and established the Historic Environmental Tree Preservation Board by Ordinance 16-13 in order to preserve and protect the City's historic and cultural heritage and to foster civic pride; and

WHEREAS, the Historic Environmental Preservation Board was also established to protect the green environment and preserve the trees in the City in order to support Arbor Day principles; and

WHEREAS, as required by Miami-Dade County in order to maintain a separate, independent Historic Preservation Ordinance, the City practices a fully functional process and has adopted Ordinance 2022-02 to establish minimum standards for municipal historic preservation programs, as set forth in the Miami-Dade County Historic Preservation Ordinance Section 16A-3.1; and

WHEREAS, the Historic Preservation Ordinance permits issuance of a Special Certificate of Appropriateness for a building permit to allow for the installation of five impact windows and one impact door on the structure at 1145 Sharar Avenue, within the City, after an approval recommendation by the Historic Environmental Preservation Board, and review and approval by the City Commission in accordance with Ordinance 2022-02; and

WHEREAS, on November 17, 2022, the Historic Environmental Preservation Board met to discuss the instant project and to consider a request for a certificate of appropriateness approval for the structure at 1145 Sharar Avenue, within the City, to allow for the installation of five impact windows and one impact door on this registered historic property; and

WHEREAS, the instant project was not presented, however due to lack of quorum of the Board; and

WHEREAS, pursuant to Ordinance 15-03, in the absence of a quorum of the HEPB the City Manager may issue Regular or Special Certificate of Appropriateness, subject to a majority vote of the City Commission; and

WHEREAS, the Interim City Manager recommends issuance of a Special Certificate of Appropriateness on the structure at 1145 Sharar Avenue, within the City, as described herein; and

WHEREAS, the City Commission finds it in the best interest of the City and residents to issue a Special Certificate of Appropriateness for the structure at 1145 Sharar Avenue, as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AS FOLLOWS:

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. The City Commission hereby accepts the recommendation of the Interim City Manager to issue a Special Certificate of Appropriateness for the structure at 1145 Sharar Avenue, within the City, to allow for the installation of five impact windows and one impact door on this registered historic property.

Section 3. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconditional or invalid, in part or in application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 4. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

Section 5. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**		
City Manager:	Darvin Williams			**CM Signature**		
Commission Meeting Date:	December 14, 2022		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**
				X		
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**
					X	
		X	**Public Hearing:** *(Enter X in box)*		**Yes** / **No**	**Yes** / **No**
					X	X
Funding Source: *Account# :*	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**
					X	
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**			
		X				
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*	
	X					
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE CITY MANAGER TO ISSUE A SPECIAL CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 1145 SHARAR AVENUE TO ALLOW FOR THE INSTALLATION OF FIVE IMPACT WINDEOWS AND ONE IMPACT DOOR ON THIS REGISTERED HISTORIC PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City has adopted Ordinance 22-02 to establish minimum standards for municipal historic preservation programs and in agreement with Miami-Dade County Historic Preservation Ordinance Section 16A-3.1. The Historic Environmental Preservation Board per Ordinance 22-02, Section 2-570.84 (2) (B) *Special Certificate of Appropriateness:* "For all applications for a special certificate of appropriateness involving the demolition, removal, reconstruction or new construction at an individual site or in a district, a special certificate of appropriateness is required that is issued by recommendation of the Historic Environmental

Preservation Board" and review and approval by the City Commission. The Historic Environmental Preservation Board scheduled a meeting for November 17, 2022 to discuss current projects and to consider a request for a certificate of appropriateness approval for the structure at 1145 Sharar Avenue to allow for the installation of five impact windows and one impact door on this registered historic property. This request was not presented to the Historic Environmental Preservation Board at the scheduled November 17, 2022 meeting because of a lack of quorum. According to Ordinance 15-03 in the absence of a quorum of the HEPB the City Manager is authorized to recommend the issuance of a Special Certificate of Appropriateness as requested by the property owner.

BACKGROUND:

The City of Opa-locka established the Opa-locka Historic Preservation Board by Ordinance 81-13 for the purpose of protecting and perpetuating properties worthy of historic preservation. The City adopted Resolution 91-01 and Ordinance 91-02 to identify the properties in the City that were deemed outstanding examples of Moorish architecture, that were built based on the original plans as designed by its founder, Glenn Curtiss and to establish a list of properties that meet the requirements for being of historical, cultural, architectural and archeological significance which included the property at 432 Opa-locka Boulevard. The City Commission has determined that it is in the best interests and welfare of the City of Opa-locka and its residents to enact an ordinance that establishes a board that performs the functions of both the Historic Preservation Board ad the Environmental Tree Board. The City established the Historic Environmental Preservation Board pursuant to Ordinance 16-13 on October 12, 2016 in order to preserve and protect the City's historic and cultural heritage and foster civic pride. The Historic Environmental Preservation Board was also established to protect the green environment within the City, especially, the preservation of its trees in order to support Arbor Day principles. The Historic Environmental Preservation Board held a meeting on January 28, 2021 to introduce new board members, establish Board Chair and Vice-Chair, and to improvements to the HEPB. Pursuant to Planning & Community Development Department Director & Staff meeting with Miami Dade County Historic Preservation Chief, we received notice that independent municipal historic preservation programs were required to adopt the minimum standards as provided by Miami-Dade County regulations, Chapter 16A-3.1. The City Historic Environmental Preservation Legislation, Chapter 2 Article XI, Division 13, Sec 2-570.81 and Sec. 2-570.82 of the City Code of Ordinances concerning the composition, term of office, qualifications, organization, meeting, records standards and established duties and responsibilities of the HEPB.

Financial Impact

The City will receive permit fees associated with ensuring the preservation of this building.

Proposed Action:

Staff recommended approval of this Resolution

Attachment:

Draft Resolution for a Certificate of Appropriateness – Building Permit Improvements
Ordinance 22-02 HEPBoard Min. Standards
Ordinance 15-03
HEPB Application for Certificate of Appropriateness-for 910 Jann Avenue
Building Plans for Roof repairs and the renovations in the permit(s)

CITY OF Opa-locka

BUILDING DEPARTMENT
780 Fisherman St
Opa-locka, FL 33054
Office: 305-953-2868
www.opalockafl.gov

Date: 9/6/22 Clerk: AG

☐ Master Permit 22090029

JOB ADDRESS 1145 Sharar Ave

PERMIT APPLICATION

☐ Sub-Permit

1. OWNER INFORMATION
Owner ALMA MORALES
Address 1145 SHARAR AVE
City OPA-LOCKA ST FL Zip 33054-3341
Driver License No. /I.D.
Phone No. 305-799-1237

2. CONTRACTOR INFORMATION
Company Name A&M HURRICANE PROTECTION
Qualifier Name JOSE G. PEREZ
Address 1044 E 15 ST
City HIALEAH ST FL Zip 33010
Lic. No. CGC 1522835 Phone No. 305-885-0678

3. PERMIT TYPE (Choose only One)
☑ Building
☐ Electrical
☐ Mechanical
☐ Plumbing/Gas
☐ Sign
☐ Roofing

4. CHANGE TO AN EXISTING PERMIT (Choose only One)
☐ Change Contractor
☐ Extension
☐ Renewal
☐ Shop Drawing
☐ Lost Plans

5. TYPE OF IMPROVEMENT (Choose only One)
☐ New Construction ☐ Re-roof ☐ Pool
☐ Addition Attached ☐ Driveway ☐ Shed
☐ Alteration Interior ☐ Fence ☐ Other
☑ Alteration Exterior ☑ Window
☐ Repair/Replace ☐ Door
☐ Demolition/Partial ☐ Shutters

6. ARCHITECT/ ENGINEER INFO
Name
Address
City ST Zip Code
Lic. No. Discipline
Phone No.

7. CONTACT
Name JOSE G. PEREZ
E-mail permits@amhurricane.com
Phone No. 305-885-0678

8. LEGAL/USE/WORK VALUE
Folio No. 08-2121-002-4060 No. of Units 1
Lot Block Subdivision LOT 14 & 15 / BLK 23
Current Use of Property RESIDENTIAL
Description of Work INSTALLATION OF IMPACT WINDOWS (9) AND (1) IMPACT DOOR
Square FT. Linear FT.
Work Value $9,718.00 Building Value $250,000.00
Flood Zone Base Flood Elevation

Application is hereby made to obtain a permit to do the work and/or installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for Electrical, Plumbing, Signs, Wells, Pools, Furnaces, Boilers, Heaters, Tanks, Air Conditioning, Driveways, Portable Storage Units, etc.

Owner's Affidavit: I certify that all the foregoing information is accurate, and that work will be done in compliance with all applicable laws regulating construction and zoning.

NOTICE REGARDING BUILDING PERMIT APPLICATIONS

The Completion and submission of a Building Permit Application is a requirement of securing a City Building Permit. The City will rely upon the information contained in the Application in determining whether a City Building Permit should be issued. The submission of inaccurate, misleading, or misrepresented information in the Application shall subject the Building Permit to denial, suspension or revocation, and the individual applying for the permit, to all appropriate fines, penalties and other punishments authorized by law. KINDLY GOVERN YOURSELF ACCORDINGLY.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCMENT MAY RESULT IN YOU PAYING TWICE FOR IMPROVMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

OWNER INFORMATION
ALMA MORALES (PRINT NAME) _____ (OWNERS SIGNATURE)
SWORN TO AND SUBSCRIBED BEFORE ME BY: (PRINT OWNER NAME)
ALMA MORALES
BY MEANS OF [✓] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION AND PRODUCED _____ OR IS PERSONALLY KNOWN.
As identified on this 2nd day of SEPTEMBER 20 22
Notary's Signature
Printed Name of Notary ALAIN JAVIER MANRESA
Notary Public State of Florida
Alain Javier Manresa
My Commission HH 85[illegible]
Expires 05/03/2023

QUALIFIER INFORMATION
JOSE G PEREZ (PRINT NAME) _____ (OWNERS SIGNATURE)
SWORN TO AND SUBSCRIBED BEFORE ME BY: (PRINT QUALIFIER NAME)
JOSE G PEREZ
BY MEANS OF [✓] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION AND PRODUCED _____ OR IS PERSONALLY KNOWN.
As identified on this 2nd day of SEPTEMBER 20 22
Notary's Signature
Printed Name of Notary ALAIN JAVIER MANRESA
Notary Public State of Florida
Alain Javier Manresa
My Commission HH 85[illegible]
Expires 05/03/2023

DO NOT WRITE BELOW – FOR OFFICE USE ONLY

	TRADE	APPROVED/DATE	DISAPPROVED/DATE
	Zoning		
	Structural		
	Building		
	Electrical		
	Mechanical		
	Plumbing		
	Roofing		
	Flood		
	Publics Works		

APPLICATION INCLUDES	FEES $	.00
Zoning		
Structural		
Base Fee		
Scanning		
Technology		
Rework		
Violation		
DBPR/DCA	\	
Code Compliance		
(-) Upfront Fee		
Balance Due		

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 8/24/2022

Property Information	
Folio:	08-2121-002-4060
Property Address:	1145 SHARAR AVE Opa-locka, FL 33054-3341
Owner	ALMA MORALES
Mailing Address	1145 SHARAR AVE OPA LOCKA, FL 33054 USA
PA Primary Zone	0100 SINGLE FAMILY - GENERAL
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	2 / 1 / 0
Floors	1
Living Units	1
Actual Area	1,160 Sq.Ft
Living Area	1,160 Sq.Ft
Adjusted Area	1,139 Sq.Ft
Lot Size	7,380 Sq.Ft
Year Built	1926



Assessment Information			
Year	2022	2021	2020
Land Value	$103,320	$81,180	$81,180
Building Value	$111,394	$79,274	$79,274
XF Value	$3,078	$3,110	$3,143
Market Value	$217,792	$163,564	$163,597
Assessed Value	$179,920	$163,564	$163,597

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$37,872		

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
21 52 41
OPA LOCKA PLAT NO 1 PB 25-44
W10FT LOT 14 & ALL LOT 15 BLK 23
LOT SIZE 60.000 X 123
OR 13145-2838 0187 3

Taxable Value Information	2022	2021	2020
County			
Exemption Value	$0	$0	$0
Taxable Value	$179,920	$163,564	$163,597
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$217,792	$163,564	$163,597
City			
Exemption Value	$0	$0	$0
Taxable Value	$179,920	$163,564	$163,597
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$179,920	$163,564	$163,597

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
03/30/2012	$50,000	28060-0941	Affiliated parties
05/01/2008	$65,000	26413-2696	Other disqualified
07/01/2007	$0	25832-1366	Sales which are disqualified as a result of examination of the deed
10/01/2004	$115,000	22815-0006	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

A&M HURRICANE PROTECTION

Contract

1044 E 15 STREET, HIALEAH, FL, 33010

Phone: (305) 885-0678 **Fax:** (305) 882-0510

Date: 08/24/2022

Customer Name: ALMA MORALES
Customer Address: 1145 SHARAR AVE
OPA-LOCKA, FLORIDA
33054-3341

Contact Name:
Contact Address: 1145 SHARAR AVE
OPA-LOCKA, FLORIDA
33054-3341

Contract No.: **20223879JGP**
Default Color: NONE
Customer Phone: (305) 799-1237
Customer Mobile: (305) 223-2859
Customer Fax:

Contact Phone:
Contact Mobile:

Vendor: JOSE G PEREZ

We propose to furnish labor and materials to install indicated products in the following masonry openings:

Open. No.	Product Type	Material	Window Type	Color	Sq.Ft. Price	Inst. Fee	Opening	
							W	HT
1	IMPACT WINDOW	ALUMINUM	WINDOW	WHITE	0	0	51	49
2	IMPACT WINDOW	ALUMINUM	WINDOW	WHITE	0	0	36	38
3	IMPACT WINDOW	ALUMINUM	FIX GLASS	WHITE	0	0	52	38
4	IMPACT WINDOW	ALUMINUM	WINDOW	WHITE	0	0	36	38
5	IMPACT WINDOW	ALUMINUM	FIX GLASS	WHITE	0	0	17	49
6	IMPACT WINDOW	ALUMINUM	FIX GLASS	WHITE	0	0	17	49
7	IMPACT DOOR	ALUMINUM	FRENCH DOOR	WHITE	0	0	75	80
8	IMPACT WINDOW	ALUMINUM	WINDOW	WHITE	0	0	36	36
9	IMPACT WINDOW	ALUMINUM	WINDOW	WHITE	0	0	51	49
10	IMPACT WINDOW	ALUMINUM	WINDOW	WHITE	0	0	51	49

A&M HURRICANE PROTECTION will process the permit for the Homeowner.
Tentative installation time is **10** week(s) from the permit approval from the city.

FRAME COLOR WHITE / GLASS COLOR GRAY TINT.

The total amount for the openings above including the processing fee is: **$9,718.00**

There will be a 3% charge for using a credit card

A&M HURRICANE PROTECTION

Contract

1044 E 15 STREET, HIALEAH, FL, 33010

Phone: (305) 885-0678 **Fax:** (305) 882-0510

Qualifier: JOSE G PEREZ

Accepted By: ALMA MORALES

Representative: JOSE G PEREZ

FOLIO# 08-2121-002-4060

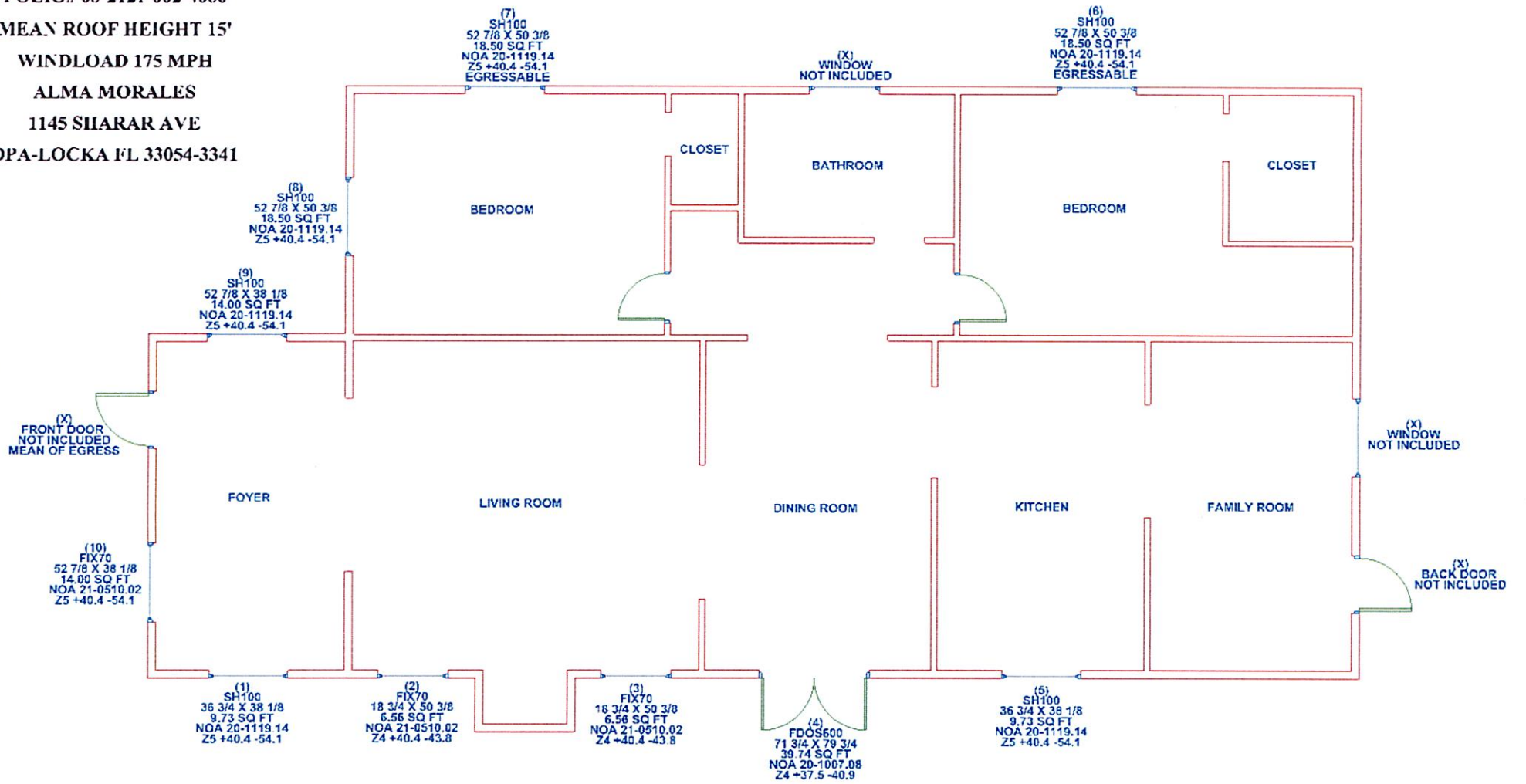
MEAN ROOF HEIGHT 15'

WINDLOAD 175 MPH

ALMA MORALES

1145 SHARAR AVE

OPA-LOCKA FL 33054-3341



FRONT OF RESIDENCE

BACK OF RESIDENCE

BORA Policy 20-01 **DADE COUNTY UNIFORM RETROFIT WINDOW & DOOR SCHEDULE** PAGE 1 OF 1

NAME: ALMA MORALES SITE ADDRESS: 1145 SHARAR AVENUE, OPA-LOCKA, FL 33054-3341 CONTACT#: 305-885-0678

1	2	3		4		5			6		7		8		9		10	
OPENING LOCATION ID	PRODUCT ACCEPTANCE NUMBER	PRODUCT APPROVAL PRESSURE RATING (per shutter span "L")		REQUIRED DESIGN PRESSURE		OPENING SIZES			ZONE LOCATION		Impact Glazing		OPENING HAS EXISTING SHUTTERS		NEW SHUTTERS REQUIRED		MULLION TUBES REQUIRED	
		(+) PSF	(-) PSF	(+) PSF	(-) PSF	WIDTH X HEIGHT IN INCHES		AREA IN SQ FEET	4 INTER	5 END	YES	NO	YES	NO	YES	NO	YES	NO
1	20-1119.04	75.0	90.0	40.4	54.1	36 3/4	38 1/8	**9.73**	_	YES	YES	_	_	NO	_	NO	_	NO
2	21-0510.02	60.0	60.0	40.4	43.3	18 3/4	50 3/8	**6.56**	YES	_	YES	_	_	NO	_	NO	_	NO
3	21-0510.02	60.0	60.0	40.4	43.3	18 3/4	50 3/8	**6.56**	YES	_	YES	_	_	NO	_	NO	_	NO
4	20-1007.08	70.0	75.0	37.5	40.9	71 3/4	79 3/4	**39.74**	YES	_	YES	_	_	NO	_	NO	_	NO
5	20-1119.04	75.0	90.0	40.4	54.1	36 3/4	38 1/8	**9.73**	_	YES	YES	_	_	NO	_	NO	_	NO
6	20-1119.04	75.0	90.0	40.4	54.1	52 7/8	50 3/8	**18.50**	_	YES	YES	_	_	NO	_	NO	_	NO
7	20-1119.04	75.0	90.0	40.4	54.1	52 7/8	50 3/8	**18.50**	_	YES	YES	_	_	NO	_	NO	_	NO
8	20-1119.04	75.0	90.0	40.4	54.1	52 7/8	50 3/8	**18.50**	_	YES	YES	_	_	NO	_	NO	_	NO
9	20-1119.04	75.0	90.0	40.4	54.1	52 7/8	38 1/8	**14.00**	_	YES	YES	_	_	NO	_	NO	_	NO
10	21-0510.02	60.0	60.0	40.4	54.1	52 7/8	38 1/8	**14.00**	_	YES	YES	_	_	NO	_	NO	_	NO

8-Jul

IDENTIFY VERTICALLY STACKED GLASS IN THE SAME OPENINGS FROM BOTTOM TO TOP WITH SUB NUMBERS (Example: A, A1,A2, ETC.)

RAMMS ENGINEERING, INC.

2100 W 76 Street, Hialeah, Florida 33016
Robert S. Monsour, P.E. FI # 11955 / 0006024
DESIGN WIND LOADS IN PSF.

FLORIDA BUILDING CODE, 2020
ASCE 7-16 WIND CODE
Kd = .85

FOR 175 MPH WIND ZONE

Interior & Exterior Zones (4&5 - Walls) Positive Pressures
Exposure C For the **175** mph Wind Zone CATEGORY 2 BLDG

Height (Maximum)	Effective Wind Area (or, Tributary Area) in Square Feet					
	10	20	30	40	50	60
	1.00	0.95	0.92	0.89	0.88	0.86
15	40.4	38.5	37.5	36.7	36.1	35.7
20	42.7	40.8	39.7	38.9	38.3	37.8
25	44.6	42.6	41.5	40.6	40.0	39.4
30	46.5	44.4	43.2	42.3	41.7	41.1
40	49.4	47.2	45.9	44.9	44.2	43.6
50	51.8	49.4	48.1	47.1	46.4	45.7
60	53.7	51.2	49.8	48.8	48.1	47.4

Interior Zone (4 - Walls) Negative Pressures
Exposure C For the **175** mph Wind Zone CATEGORY 2 BLDG

Height (Maximum)	Effective Wind Area (or, Tributary Area) in Square Feet					
	10	20	30	40	50	60
	-1.10	-1.05	-1.02	-0.99	-0.98	-0.96
15	-43.8	-42.0	-40.9	-40.2	-39.6	-39.1
20	-46.4	-44.4	-43.3	-42.5	-41.9	-41.4
25	-48.4	-46.4	-45.2	-44.4	-43.8	-43.2
30	-50.5	-48.4	-47.2	-46.3	-45.6	-45.1
40	-53.6	-51.4	-50.1	-49.1	-48.4	-47.8
50	-56.2	-53.8	-52.5	-51.5	-50.7	-50.1
60	-58.2	-55.8	-54.4	-53.4	-52.6	-52.0

Exterior Zones (5 - Walls) Negative Pressures
Exposure C For the **175** mph Wind Zone CATEGORY 2 BLDG

Height (Maximum)	Effective Wind Area (or, Tributary Area) in Square Feet					
	10	20	30	40	50	60
	-1.40	-1.29	-1.23	-1.19	-1.15	-1.13
15	-54.1	-50.4	-48.3	-46.8	-45.6	-44.7
20	-57.2	-53.4	-51.1	-49.5	-48.3	-47.3
25	-59.8	-55.8	-53.4	-51.7	-50.4	-49.4
30	-62.3	-58.1	-55.7	-53.9	-52.6	-51.5
40	-66.1	-61.7	-59.1	-57.2	-55.8	-54.6
50	-69.3	-64.7	-61.9	-60.0	-58.5	-57.3
60	-71.9	-67.0	-64.2	-62.2	-60.6	-59.4

NOTE: AN 8% REDUCTION OF THE LOADS SHOWN ABOVE MAY BE TAKEN FOR FLAT ROOFS.
Length of End Zone (a): 10% of least horizontal dimension or .4 h, whichever is smaller, but not less than 4% of least horizontal dimension or 3 ft. (h = mean roof height in feet).

THESE TABLES ARE NOT TO BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION BY RAMMS ENGINEERING. ALSO, THESE TABLES ARE INVALID UNLESS SIGNED WITH BLUE INK AND SEALED BY ROBERT MONSOUR.

NOT TO BE REPRODUCED

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION
11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786) 315-2590 F (786) 315-2599
www.miamidade.gov/building

DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

NOTICE OF ACCEPTANCE (NOA)

Eco Window Systems, LLC
8502 NW 80th Street
Medley, FL 33166

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami–Dade County RER–Product Control Section to be used in Miami–Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami–Dade County Product Control Section (In Miami–Dade County) and/ or the AHJ (in areas other than Miami–Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance if it is determined by Miami–Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein and has been designed to comply with the Florida Building Code, including the High Velocity Hurricane Zone.

DESCRIPTION: Series "70" Aluminum Fixed Window – L.M.I.

APPROVAL DOCUMENT: Drawing No. **21-39D**, titled "Series-70 Aluminum Fixed Wdw. (L.M.I.)", sheets 1 through 5 of 5, dated 05/04/21, prepared by Al-Farooq Corporation, signed and sealed by Jalal Farooq, P.E., bearing the Miami-Dade County Product Control Approval stamp with the Notice of Acceptance number and approval date by the Miami-Dade County Product Control Section.

MISSILE IMPACT RATING: Large and Small Missile Impact Resistant

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state, model/series, and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/ or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami–Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This consists of this page 1 and evidence page E-1, as well as approval document mentioned above.

The submitted documentation was reviewed by **Manuel Perez, P.E.**

MIAMI-DADE COUNTY APPROVED

5/24/21

NOA No. 21-0510.02
Expiration Date: June 03, 2025
Approval Date: June 03, 2021
Page 1

Eco Window Systems, LLC.

NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

A. DRAWINGS

1. Manufacturer's die drawings and sections.
   (Submitted under NOA No. 21-0510.02)
2. Drawing No **21-39D**, titled "Series-70 Aluminum Fixed Wdw. (L.M.I.)", sheets 1 through 5 of 5, dated 05/04/21, prepared by Al-Farooq Corporation, signed and sealed by Jalal Farooq, P.E.

B. TESTS

1. Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94
   2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
   3) Water Resistance Test, per FBC, TAS 202-94
   4) Large Missile Impact Test per FBC, TAS 201-94
   5) Cyclic Wind Pressure Loading per FBC, TAS 203-94

   along with marked-up drawings and installation diagram of a series 70 aluminum fixed window, prepared by Fenestration Testing Laboratory, Inc., Test Report No. **FTL-12013**, dated 04/14/20, signed and sealed by Idalmis Ortega, P.E.

C. CALCULATIONS

1. Anchor verification calculations and structural analysis, complying with **FBC 7th Edition (2020)**, dated 05/03/21 prepared by Al-Farooq Corporation, signed and sealed by Jalal Farooq, P.E.
2. Glazing complies with **ASTM E1300-09/12.**

D. QUALITY ASSURANCE

1. Miami-Dade Department of Regulatory and Economic Resources (RER)

E. MATERIAL CERTIFICATIONS

1. Notice of Acceptance No. **20-0915.22** issued to **Kuraray America, Inc.** for their "**Trosifol® Ultraclear, Clear and Color PVB Glass Interlayers**" dated 11/19/20, expiring on 07/08/24.

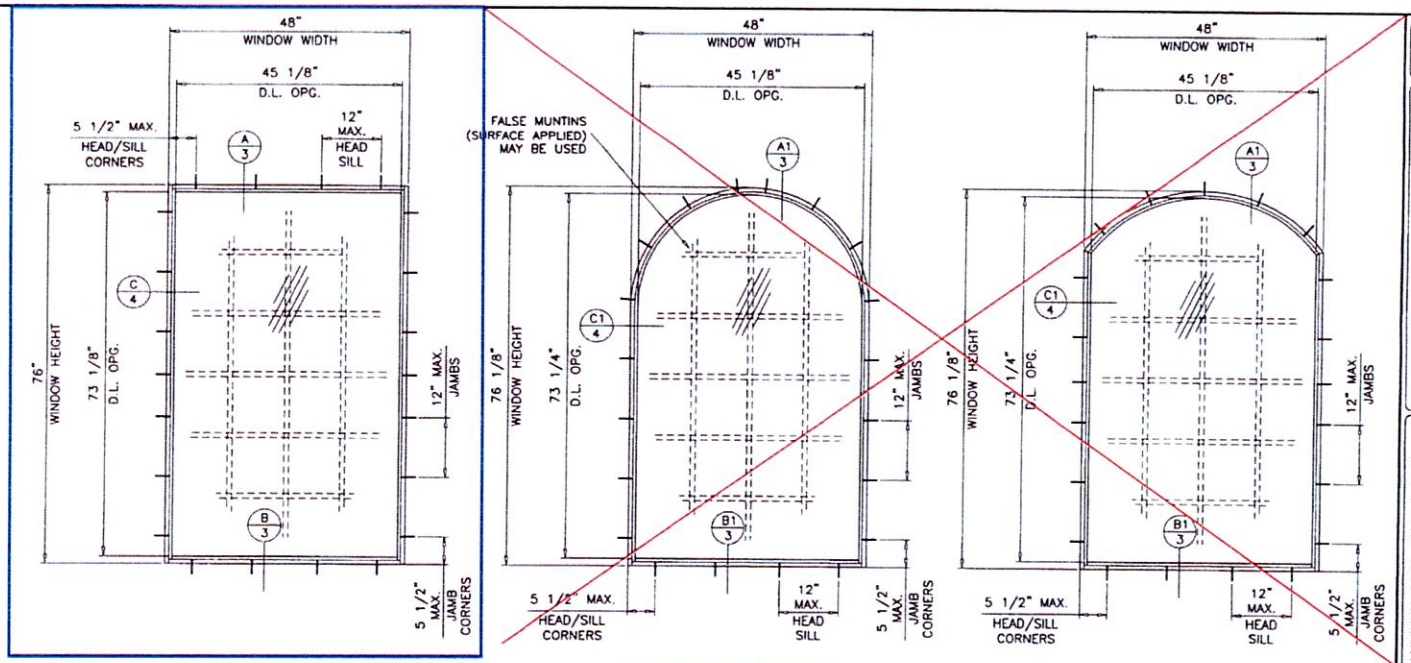
F. STATEMENTS

1. Statement letter of conformance, complying with **FBC 7th Edition (2020)** and of no financial interest, dated May 03, 2021, issued by Al-Farooq Corporation, signed and sealed by Jalal Farooq, P.E.
2. Testing Proposal No. **19-1127** issued by the Product Control Section, dated October 21, 2019, signed by Manuel Perez, P.E.

G. OTHERS

1. None.

Manuel Perez, P.E.
Product Control Examiner
NOA No. 21-0510.02
Expiration Date: June 03, 2025
Approval Date: June 03, 2021



TYPICAL ELEVATION
(TESTED UNITS)

SERIES-70
ALUMINUM FIXED WINDOW

DESIGN LOAD RATINGS FOR THESE WINDOWS TO BE AS PER CHARTS SHOWN ON SHEET 2.

APPROVAL APPLIES TO SINGLE UNITS OR SIDE BY SIDE COMBINATIONS OF FIX./FIX. OR FIXED WITH OTHER WINDOW TYPES IN MODULES OF TWO OR MORE WINDOWS USING MIAMI-DADE COUNTY APPROVED MULLIONS IN BETWEEN.

LOWER DESIGN PRESSURE FROM WINDOWS OR MULLION NOA WILL APPLY TO ENTIRE SYSTEM.

THIS PRODUCT HAS BEEN DESIGNED AND TESTED TO COMPLY WITH THE REQUIREMENTS OF THE 2020 (7TH EDITION) FLORIDA BUILDING CODE INCLUDING HIGH VELOCITY HURRICANE ZONE (HVHZ).

1BY OR 2BY WOOD BUCKS & BUCK FASTENERS BY OTHERS, MUST BE DESIGNED AND INSTALLED ADEQUATELY TO TRANSFER APPLIED PRODUCT LOADS TO THE BUILDING STRUCTURE.

ANCHORS SHALL BE CORROSION RESISTANT, SPACED AS SHOWN ON DETAILS AND INSTALLED PER MANUF'S INSTRUCTIONS. SPECIFIED EMBEDMENT TO BASE MATERIAL SHALL BE BEYOND WALL DRESSING OR STUCCO.

A LOAD DURATION INCREASE IS USED IN DESIGN OF ANCHORS INTO WOOD ONLY.

ALL SHIMS TO BE HIGH IMPACT, NON-METALLIC AND NON-COMPRESSIBLE.

MATERIALS INCLUDING BUT NOT LIMITED TO STEEL/METAL SCREWS, THAT COME INTO CONTACT WITH OTHER DISSIMILAR MATERIALS SHALL MEET THE REQUIREMENTS OF THE 2020 FLORIDA BLDG. CODE & ADOPTED STANDARDS.

THIS PRODUCT APPROVAL IS GENERIC AND DOES NOT PROVIDE INFORMATION FOR A SITE SPECIFIC PROJECT, i.e. LIFE SAFETY OF THIS PRODUCT, ADEQUACY OF STRUCTURE RECEIVING THIS PRODUCT AND SEALING AROUND OPENING FOR WATER INFILTRATION RESISTANCE ETC.
CONDITIONS NOT SHOWN IN THIS DRAWING ARE TO BE ANALYZED SEPARATELY, AND TO BE REVIEWED BY BUILDING OFFICIAL.

DESIGN LOADS SHOWN ARE BASED ON 'ALLOWABLE STRESS DESIGN (ASD)'.

THESE WINDOWS ARE RATED FOR LARGE & SMALL MISSILE IMPACT. SHUTTERS ARE NOT REQUIRED.

PRODUCT APPROVED
as complying with the Florida Building Code
NOA-No. 21-0510.02
Approval Date: 06/03/2021
By: Manuel Perez
Miami-Dade Product Control
MAY 06 2021

JALAL FAROOQ LICENSE No. 81223 STATE OF FLORIDA PROFESSIONAL ENGINEER

AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173 (C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-6978

COMP-ANL\21-39D-ECO

SERIES-70 ALUMINUM FIXED WDW. (L.M.I.)

ECO WINDOW SYSTEMS, LLC.
8502 N.W. 80th STREET
MEDLEY, FL. 33166
TEL. (305) 885-5299 FAX (305) 885-5902

revisions:
no | date | by | description

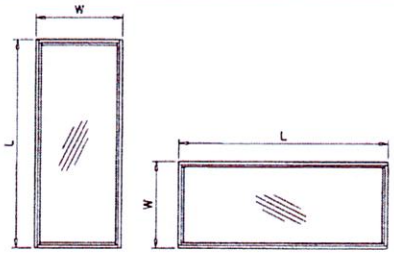
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dr. by: TARIQ
chk. by:

drawing no. 21-39D

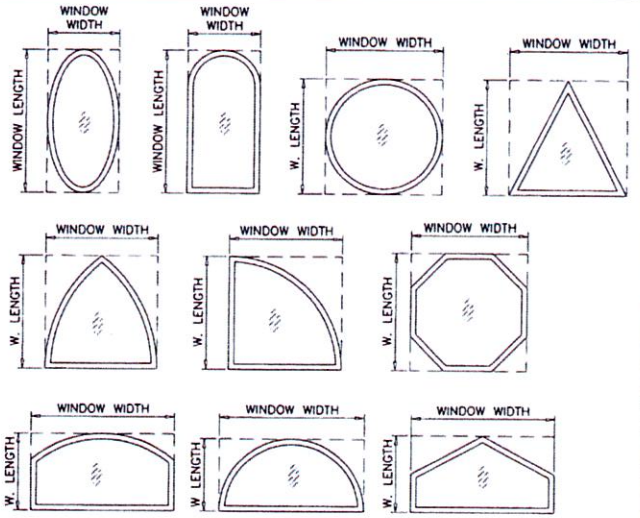
sheet 1 of 5

DESIGN LOAD CAPACITY - PSF			
FRAME DIMS.		5/16" LAM. GLASS	
WIDTH	HEIGHT	EXT.(+)	INT.(-)
19-1/8"	26"	60.0	60.0
26-1/2"		60.0	60.0
37"		60.0	60.0
53-1/8"		60.0	60.0
19-1/8"	38-3/8"	60.0	60.0
26-1/2"		60.0	60.0
37"		60.0	60.0
53-1/8"		60.0	60.0
19-1/8"	50-5/8"	60.0	60.0
26-1/2"		60.0	60.0
37"		60.0	60.0
53-1/8"		56.9	56.9
19-1/8"	56"	60.0	60.0
26-1/2"		60.0	60.0
37"		60.0	60.0
53-1/8"		54.2	54.2
19-1/8"	63"	60.0	60.0
26-1/2"		60.0	60.0
37"		60.0	60.0
53-1/8"		54.2	54.2
19-1/8"	72"	60.0	60.0
26-1/2"		60.0	60.0
37"		60.0	60.0
19-1/8"	76"	60.0	60.0
26-1/2"		60.0	60.0
37"		60.0	60.0

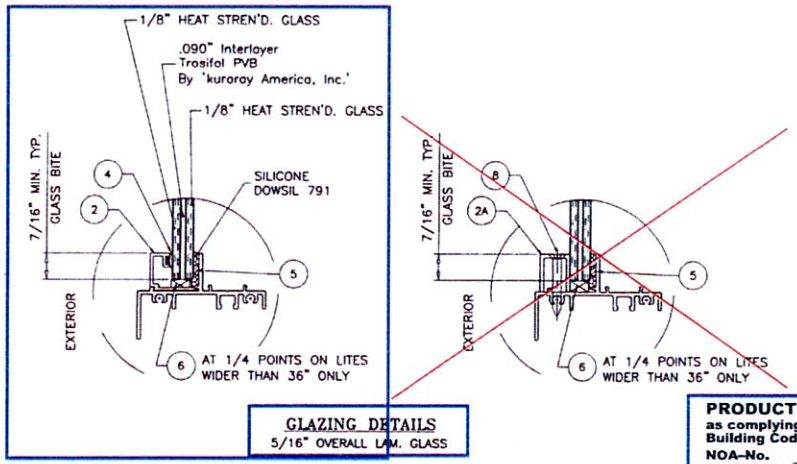
DESIGN LOAD CAPACITY - PSF			
FRAME DIMS.		5/16" LAM. GLASS	
WIDTH	HEIGHT	EXT.(+)	INT.(-)
24"	48"	60.0	60.0
30"		60.0	60.0
32"		60.0	60.0
36"		60.0	60.0
42"		60.0	60.0
48"		60.0	60.0
54"		60.0	60.0
60"		60.0	60.0
24"	60"	60.0	60.0
30"		60.0	60.0
32"		60.0	60.0
36"		60.0	60.0
42"		60.0	60.0
48"		60.0	60.0
54"		53.3	53.3
60"		48.0	48.0
24"	72"	60.0	60.0
30"		60.0	60.0
32"		60.0	60.0
36"		60.0	60.0
42"		60.0	60.0
48"		60.0	60.0
24"	76"	60.0	60.0
30"		60.0	60.0
32"		60.0	60.0
36"		60.0	60.0
42"		60.0	60.0
48"		60.0	60.0
24"	78"	60.0	60.0
30"		60.0	60.0
32"		60.0	60.0
36"		60.0	60.0
42"		60.0	60.0
24"	84"	60.0	60.0
30"		60.0	60.0
32"		60.0	60.0
36"		60.0	60.0
42"		60.0	60.0
24"	96"	60.0	60.0
30"		60.0	60.0
32"		60.0	60.0
36"		60.0	60.0
24"	104"	60.0	60.0
30"		60.0	60.0
32"		60.0	60.0



NOTE:
WIDTH AND LENGTH DIMENSIONS CAN BE ORIENTED VERTICALLY OR HORIZONTALLY AS SHOWN ABOVE.



ALLOWABLE LOADS FOR ALTERNATE SHAPES AS SHOWN ABOVE OR SIMILAR CAN BE VERIFIED BY INSCRIBING PICTURE WINDOW SHAPE WITHIN SQUARE OR RECTANGLE AS SHOWN IN DOTTED LINES AND OBTAINING ALLOWABLE LOADS FROM THOSE SHAPES.



GLAZING DETAILS
5/16" OVERALL LAM. GLASS

PRODUCT APPROVED
as complying with the Florida Building Code
NOA-No. 21-0510.02
Approval Date: 06/03/2021
By: Manuel Perez
Miami-Dade Product Control

MAY 06 2021

JALAL FAROOQ LICENSE No. 81223 STATE OF FLORIDA PROFESSIONAL ENGINEER

NOTE:
GLASS CAPACITIES ON THIS SHEET ARE BASED ON ASTM E1300-09 (3 SEC. GUSTS).

AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173
(C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-9978

COMP-ANL\21-39D-ECO

SERIES-70 ALUMINUM FIXED WDW. (L.M.I.)

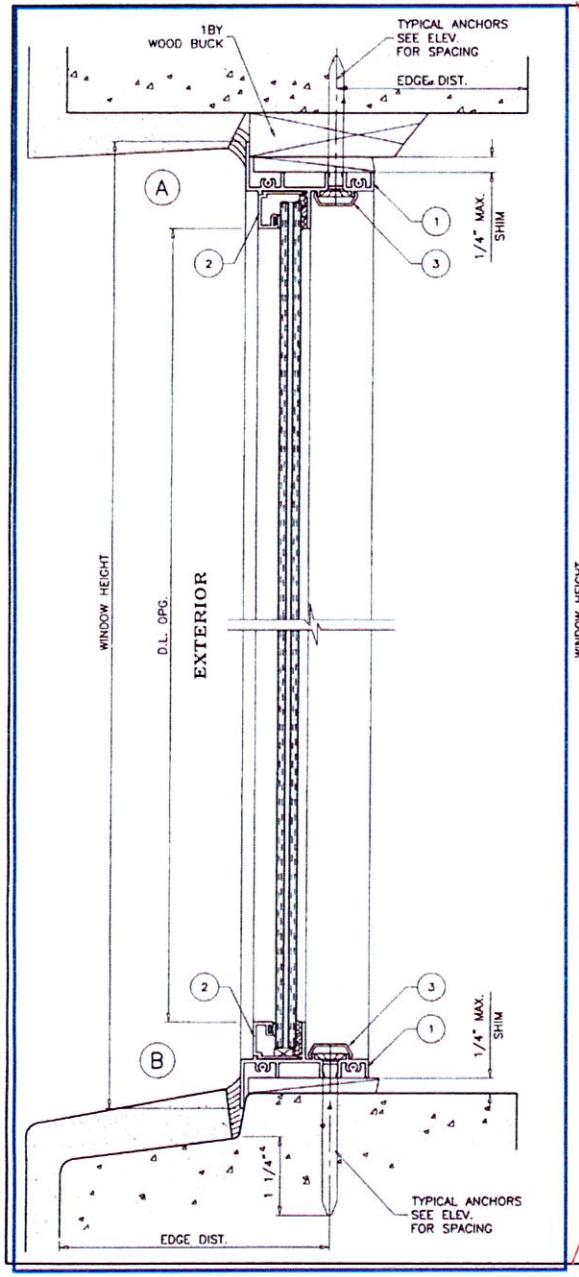
ECO WINDOW SYSTEMS, LLC.
8502 N.W. 80th STREET
MEDLEY, FL. 33166
TEL. (305) 885-5299 FAX (305) 885-5902

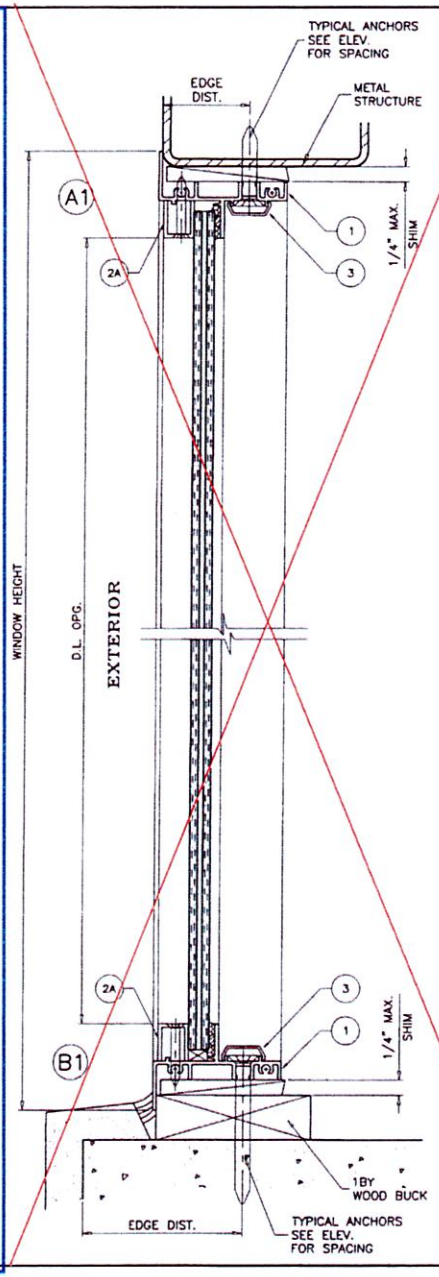
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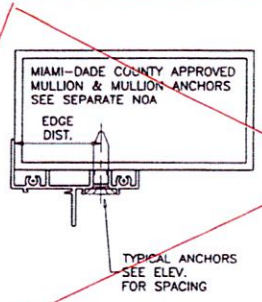
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chk. by:

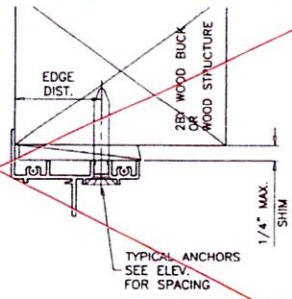
drawing no.
21-39D

sheet 2 of 5









WOOD BUCKS AND METAL STRUCTURE NOT BY 'ECO WDW.' MUST SUSTAIN LOADS IMPOSED BY GLAZING SYSTEM AND TRANSFER THEM TO THE BUILDING STRUCTURE.

TYPICAL ANCHORS: SEE ELEV. FOR SPACING

1/4" DIA. ULTRACON+ BY 'DEWALT' (Fu=164 KSI, Fy=148 KSI)
INTO 2BY WOOD BUCKS OR WOOD STRUCTURES
1-1/2" MIN. PENETRATION INTO WOOD (HEAD/SILL/JAMBS)

THRU 1BY BUCKS INTO CONC. OR BLOCKS
1-1/4" MIN. EMBED INTO CONCRETE (HEAD/SILL/JAMBS)
1-1/4" MIN. EMBED INTO BLOCKS (JAMBS)

DIRECTLY INTO CONCRETE OR BLOCKS
1-1/4" MIN. EMBED INTO CONCRETE (HEAD/SILL/JAMBS)
1-1/4" MIN. EMBED INTO BLOCKS (JAMBS)

1/4" DIA. TEKS OR SELF DRILLING SCREWS (GRADE 5 CRS)
INTO MIAMI-DADE COUNTY APPROVED MULLIONS
OR
INTO METAL STRUCTURES (HEAD/SILL/JAMBS)
(3) THREADS MIN. TO EXTEND BEYOND METAL THICKNESS
ALUMINUM: 1/8" THK. MIN. (6063-T5 MIN.)
STEEL: 1/8" THK. MIN. (Fy = 36 KSI MIN.)
(STEEL IN CONTACT WITH ALUMINUM TO BE PLATED OR PAINTED)

TYPICAL EDGE DISTANCE
INTO CONCRETE AND BLOCKS = 2-1/2" MIN.
INTO WOOD STRUCTURE = 1" MIN.
INTO METAL STRUCTURE = 3/4" MIN.

WOOD AT HEAD, SILL OR JAMBS SG = 0.55 MIN.
CONCRETE AT HEAD, SILL OR JAMBS f'c = 3000 PSI MIN.
C-90 HOLLOW/FILLED BLOCK AT JAMBS f'm = 2000 PSI MIN.

PRODUCT APPROVED
as complying with the Florida Building Code
NOA-No. 21-0510.02
Approval Date: 06/03/2021
By: Manuel Perez
Miami-Dade Product Control
MAY 06 2021

JALAL FAROOQ LICENSE No. 61223 STATE OF FLORIDA PROFESSIONAL ENGINEER

AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173 (C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-6978

COMP-ANL\21-39D-ECO

SERIES-70 ALUMINUM FIXED WDW. (L.M.I.)

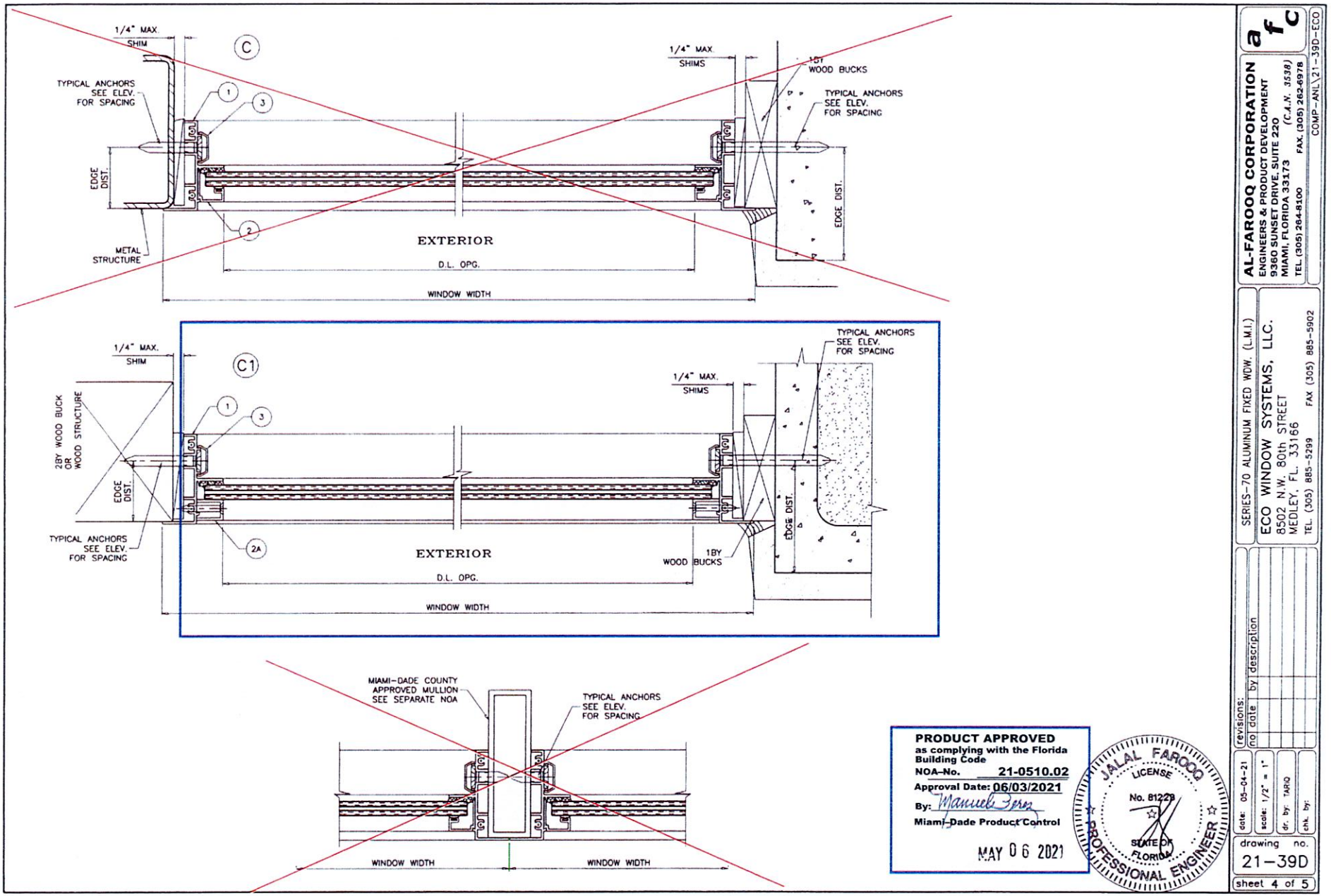
ECO WINDOW SYSTEMS, LLC.
8502 N.W. 80th STREET
MEDLEY, FL. 33166
TEL. (305) 885-5299 FAX (305) 885-5902

revisions: no | date | by | description

date: 05-04-21 | scale: 1/2" = 1" | dr. by: TARIQ | chk. by:

drawing no. 21-39D

sheet 3 of 5



PRODUCT APPROVED
as complying with the Florida Building Code
NOA-No. 21-0510.02
Approval Date: 06/03/2021
By: Manuel Perez
Miami-Dade Product Control
MAY 06 2021

JALAL FAROOQ LICENSE No. 81229 STATE OF FLORIDA PROFESSIONAL ENGINEER

afc

AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173 (C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-6978

COMP-ANL\21-39D-ECO

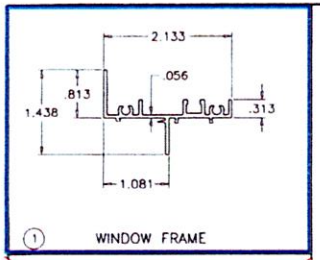
SERIES-70 ALUMINUM FIXED WDW. (L.M.I.)

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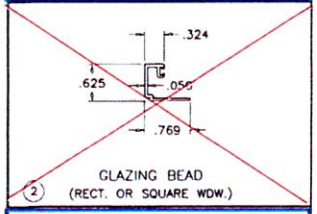
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no date by description

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chk. by:

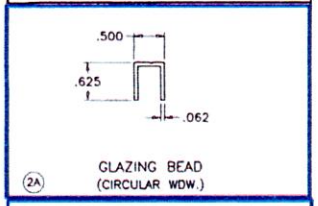
drawing no. 21-39D
sheet 4 of 5



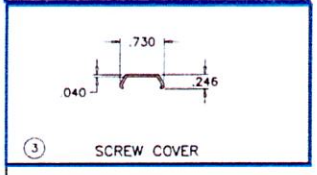
① WINDOW FRAME



② GLAZING BEAD (RECT. OR SQUARE WDW.)



2A GLAZING BEAD (CIRCULAR WDW.)

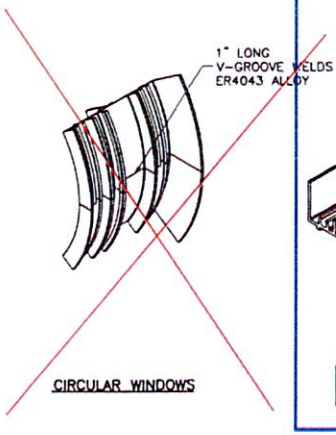


③ SCREW COVER

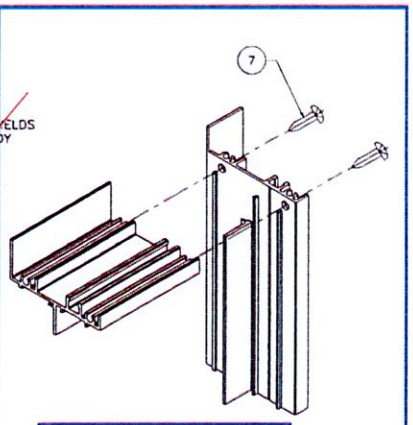
ITEM	PART #	QUANTITY	DESCRIPTION	MATERIAL	MANF./SUPPLIER/REMARKS
1	E71	4	WINDOW FRAME	6063-T6	-
2	E58	4	GLAZING BEAD (RECT. OR SQUARE WDW.)	6063-T6	-
2A	E72	4	GLAZING BEAD (CIRCULAR WDW.)	6063-T6	-
3	E162	AS REQD.	SCREW COVER	RIGID PVC	-
4	E203	AS REQD.	GLAZING BEAD BULB	SANTOPRENE	ULTRAFAB, DUROMETER 65±5
5	FLB-50	AS REQD.	GLASS SPACER	SILICONE	FRANK LOWE
6	-	2/ LITE	SETTING BLOCK	EPDM	DUROMETER 80±5 SHORE A
7	#8 X 1"	AS REQD.	FRAME ASSEMBLY SCREWS	ST/ST	P.H. SMS
8	#8 X 1"	AS REQD.	GLAZING BEAD FASTENERS, AT 3" FROM ENDS & 12" O.C.	ST/ST	F.H. SMS

SEALANT:

ALL JOINTS AND FRAME CONNECTIONS SEALED WITH JOINT SEALER.



CIRCULAR WINDOWS



RECT. OR SQUARE WINDOWS

PRODUCT APPROVED
as complying with the Florida Building Code
NOA-No. 21-0510.02
Approval Date: 06/03/2021
By: Manuel Perez
Miami-Dade Product Control

MAY 06 2021

JALAL FAROOQ LICENSE No. 81223 STATE OF FLORIDA PROFESSIONAL ENGINEER

AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173 (C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-6978

COMP-ANL\21-39D-ECO

SERIES-70 ALUMINUM FIXED WDW. (L.M.I.)

ECO WINDOW SYSTEMS, LLC.
8502 N.W. 80th STREET
MEDLEY, FL. 33166
TEL. (305) 885-5299 FAX (305) 885-5902

revisions:
no | date | by | description

date: 05-04-21
scale: 1/2" = 1"
dr. by: TARIQ
chk. by:

drawing no. 21-39D

sheet 5 of 5

MIAMI-DADE COUNTY

DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

MIAMI–DADE COUNTY
PRODUCT CONTROL SECTION
11805 SW 26 Street, Room 208
Miami, FL 33175
T (786) 315-2590 F (786) 315-2599
www.miamidade.gov/economy

NOTICE OF ACCEPTANCE (NOA)

Eco Window Systems, LLC
8502 NW 80 Street
Medley, FL 33166

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami–Dade County RER–Product Control Section to be used in Miami–Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami–Dade County Product Control Section (In Miami–Dade County) and/ or the AHJ (in areas other than Miami–Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance, if it is determined by Miami–Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code, including the High Velocity Hurricane Zone.

DESCRIPTION: Series "Eco-Guard 100" Aluminum Single Hung Window – L.M.I.

APPROVAL DOCUMENT: Drawing No. **W09-08**, titled "Eco-Guard Series-100 Alum. S.H. Wdw. (L.M.I.)", sheets 1 through 6 of 6, dated 02/12/09, with revision **G** dated 11/05/20, prepared by Al-Farooq Corporation, signed and sealed by Jalal Farooq, P.E., bearing the Miami-Dade County Product Control Section Revision Stamp with the Notice of Acceptance number and expiration date by the Miami–Dade County Product Control Section.

MISSILE IMPACT RATING: Large and Small Missile Impact Resistant

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state, model/series, and following statement: "Miami–Dade County Product Control Approved", unless otherwise noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/ or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami–Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA **revises NOA No. 18-1220.05** and consists of this page 1 and evidence pages E-1, E-2 and E-3, as well as approval document mentioned above.

The submitted documentation was reviewed by **Sifang Zhao, P.E.**

MIAMI-DADE COUNTY APPROVED

S.Z.
02/11/2021

NOA No. 20-1119.14
Expiration Date: April 08, 2024
Approval Date: February 11, 2021
Page 1

Eco Window Systems, LLC.

NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

1. EVIDENCE SUBMITTED UNDER PREVIOUS NOA's

A. DRAWINGS

1. Manufacturer's die drawings and sections.
   (Submitted under NOA No. 09-0224.07 and NOA No.14-0317.02)
2. Drawing No. **W09-08**, titled "Eco-Guard Series-100 Alum. S.H. Wdw. (L.M.I.)", sheets 1 through 6 of 6, dated 02/12/09, with revision **F** dated 09/26/17, prepared by Al-Farooq Corporation, signed and sealed by Javad Ahmad, P.E.
   (Submitted under previous NOA No. 17-1011.23)

B. TESTS

1. Test reports on: 1) Uniform Static Air Pressure Test, Loading per FBC, TAS 202-94
   2) Large Missile Impact Test per FBC, TAS 201-94
   3) Cyclic Wind Pressure Loading per FBC, TAS 203-94
   4) Forced Entry Test, per FBC 2411.3.2.1, and TAS 202-94
   along with marked-up drawings and installation diagram of an aluminum single hung window, prepared by Fenestration Testing Laboratory, Inc., Test Report No. **FTL-7635**, dated 12/09/14, signed and sealed by Marlin D. Brinson, P.E.
   (Submitted under NOA No. 14-0317.02)
2. Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94
   2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
   3) Water Resistance Test, per FBC, TAS 202-94
   4) Forced Entry Test, per FBC 2411 3.2.1 and TAS 202-94
   along with installation diagram of a 106-$^1/_2$" wide x 76" high ECO-Guard Series-100 aluminum single hung window, prepared by Hurricane Engineering & Testing Inc. Test Report No. **HETI-08-2166A**, dated 12/15/09, signed and sealed by Candido F. Font, P.E.
   (Submitted under NOA No. 09-0224.07)
3. Test reports on: 1) Large Missile Impact Test per FBC, TAS 201-94
   2) Cyclic Wind Pressure Loading per FBC, TAS 203-94
   along with installation diagram of a 106-$^1/_2$" wide x 76" high ECO-Guard Series-100 aluminum single hung window, prepared by Hurricane Engineering & Testing Inc. Test Report No. **HETI-08-2166C**, dated 12/ 15/09, signed and sealed by Candido F. Font, P.E.
   (Submitted under NOA No. 09-0224.07)

Sifang Zhao, P.E.
Product Control Examiner
NOA No. 20-1119.14
Expiration Date: April 08, 2024
Approval Date: February 11, 2021

NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

B. TESTS (CONTINUED)

4. Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94
   2) Uniform Static Air Pressure Test, Loading per FBC, TAS 202-94
   3) Water Resistance Test, per FBC, TAS 202-94
   4) Forced Entry Test, per FBC 2411 3.2.1 and TAS 202-94
   along with installation diagram of a 53-1/4" wide x 76" high ECO-Guard Series-100 aluminum single hung window, prepared by Hurricane Engineering & Testing Inc. Test Report No. **HETI-08-2168**, dated 12/15/09, signed and sealed by Candido F. Font, P.E. ***(Submitted under NOA No. 09-0224.07)***
5. Test reports on: 1) Large Missile Impact Test per FBC, TAS 201-94
   2) Cyclic Wind Pressure Loading per FBC, TAS 203-94
   along with installation diagram of a 53-1/4" wide x 76-1/4" high ECO-Guard Series-100 aluminum single hung window, prepared by Hurricane Engineering & Testing Inc. Test Report No. **HETI-08-2170**, dated 12/15/09, signed and sealed by Candido F. Font, P.E. ***(Submitted under NOA No. 09-0224.07)***

C. CALCULATIONS

1. Anchor verification calculations and structural analysis, complying with **FBC 5th Edition (2014)**, dated 03/27/15 and 06/23/15, prepared by Al-Farooq Corporation, signed and sealed by Javad Ahmad, P.E. ***(Submitted under NOA No. 15-0406.12)***
2. Glazing complies with **ASTM E1300-09**

CI. QUALITY ASSURANCE

1. Miami-Dade Department of Regulatory and Economic Resources (RER)

CII. MATERIAL CERTIFICATIONS

1. Notice of Acceptance No. **17-1114.14** issued to **Kuraray America, Inc.** for their "**Trosifol® Ultraclear, Clear and Color PVB Glass Interlayers**" dated 01/18/18, expiring on 07/08/19.

CIII. STATEMENTS

1. Statement letter of conformance, complying with **FBC 5th Edition (2014),** with **FBC 6th Edition (2017)**, and of no financial interest, dated September 15, 2017, prepared by Al-Farooq Corporation, signed and sealed by Javad Ahmad, P.E.
   (Submitted under previous NOA No. 17-1011.23)
2. Proposal issued by the Product Control Section, dated 03/25/13, signed by Jaime Gascon, P.E. ***(Submitted under NOA No. 14-0317.02)***

CIV. OTHERS

1. Notice of Acceptance No. **17-1011.23**, issued to Eco Window Systems, LLC for their Series "Eco-Guard 100" Aluminum Single Hung Window - L.M.I., approved on 12/21/17 and expiring on 04/08/19.

Sifang Zhao, P.E.
Product Control Examiner
NOA No. 20-1119.14
Expiration Date: April 08, 2024
Approval Date: February 11, 2021

NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

2. NEW EVIDENCE SUBMITTED

A. DRAWINGS

1. Drawing No. **W09-08**, titled "Eco-Guard Series-100 Alum. S.H. Wdw. (L.M.I.)", sheets 1 through 6 of 6, dated 02/12/09, with revision **G** dated 11/05/20, prepared by Al-Farooq Corporation, signed and sealed by Jalal Farooq, P.E.

B. TESTS

1. None.

C. CALCULATIONS

1. None

D. QUALITY ASSURANCE

1. Miami-Dade Department of Regulatory and Economic Resources (RER).

E. MATERIAL CERTIFICATIONS

1. Notice of Acceptance No. **20-0915.22** issued to **Kuraray America, Inc.** for their "**Trosifol® Ultraclear, Clear and Color PVB Glass Interlayers**", expiring on 07/08/24.

F. STATEMENTS

1. Statement letter of conformance, complying with **FBC 6th** Edition (**2017**), with **FBC 7th** Edition (**2020**), and of no financial interest, dated 11/05/2020, prepared by Al-Farooq Corporation and signed and sealed by Jalal Farooq, P.E.

G. OTHERS

1. Notice of Acceptance No. **18-1220.05**, issued to Eco Window Systems, LLC for their Series "Eco-Guard 100" Aluminum Single Hung Window - L.M.I., approved on 01/24/2019 and expiring on 04/08/24.

Sifang Zhao, P.E.
Product Control Examiner
NOA No. 20-1119.14
Expiration Date: April 08, 2024
Approval Date: February 11, 2021

ECO-GUARD SERIES-100
ALUMINUM SINGLE HUNG WINDOW

DESIGN LOAD RATINGS FOR THESE WINDOWS TO BE AS PER CHARTS SHOWN ON SHEETS 2.

APPROVAL APPLIES TO SINGLE UNITS OR SIDE BY SIDE COMBINATIONS OF S.H./S.H. OR SINGLE HUNG WITH OTHER WINDOW TYPES IN MODULES OF TWO OR MORE WINDOWS USING MIAMI-DADE COUNTY APPROVED MULLIONS IN BETWEEN. LOWER DESIGN PRESSURE FROM WINDOWS OR MULLION APPROVAL WILL APPLY TO ENTIRE SYSTEM.

THIS PRODUCT HAS BEEN DESIGNED AND TESTED TO COMPLY WITH THE REQUIREMENTS OF THE 2017 (6TH EDITION)/2020 (7TH EDITION) FLORIDA BUILDING CODE INCLUDING HIGH VELOCITY HURRICANE ZONE (HVHZ).

1BY OR 2BY WOOD BUCKS & BUCK FASTENERS BY OTHERS, MUST BE DESIGNED AND INSTALLED ADEQUATELY TO TRANSFER APPLIED PRODUCT LOADS TO THE BUILDING STRUCTURE.

ANCHORS SHALL BE CORROSION RESISTANT, SPACED AS SHOWN ON DETAILS AND INSTALLED PER MANUF'S INSTRUCTIONS. SPECIFIED EMBEDMENT TO BASE MATERIAL SHALL BE BEYOND WALL DRESSING OR STUCCO.

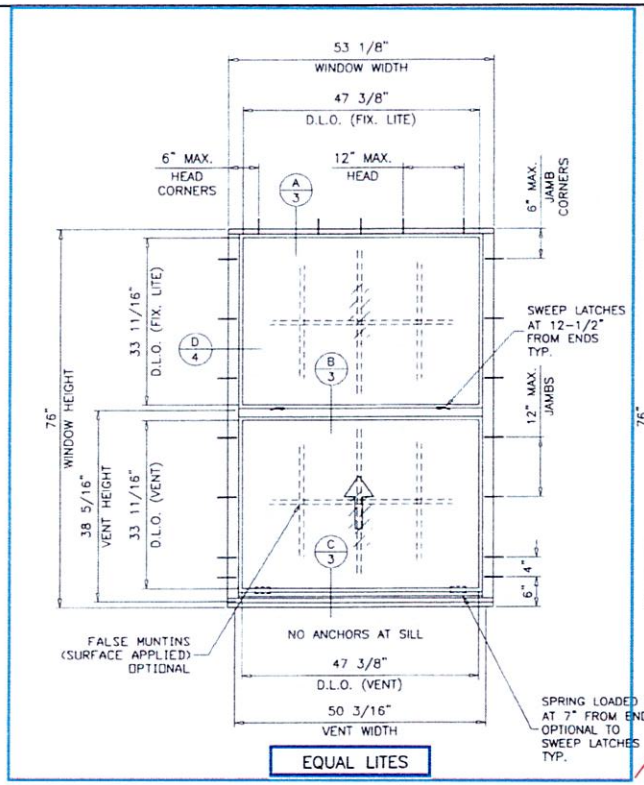
A LOAD DURATION INCREASE IS USED IN DESIGN OF ANCHORS INTO WOOD ONLY.

ALL SHIMS TO BE HIGH IMPACT, NON-METALLIC AND NON-COMPRESSIBLE.

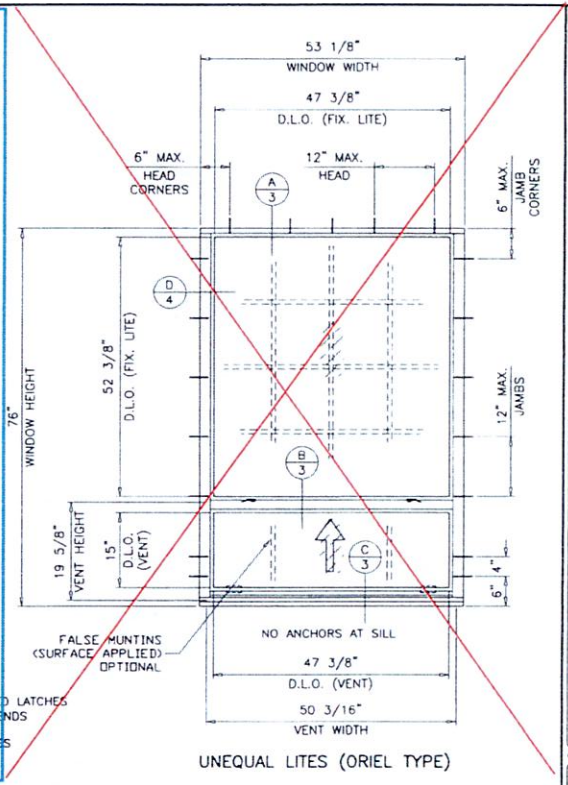
MATERIALS INCLUDING BUT NOT LIMITED TO STEEL/METAL SCREWS, THAT COME INTO CONTACT WITH OTHER DISSIMILAR MATERIALS SHALL MEET THE REQUIREMENTS OF THE 2017/2020 FLORIDA BLDG. CODE & ADOPTED STANDARDS.

THIS PRODUCT APPROVAL IS GENERIC AND DOES NOT PROVIDE INFORMATION FOR A SITE SPECIFIC PROJECT, i.e. LIFE SAFETY OF THIS PRODUCT, ADEQUACY OF STRUCTURE RECEIVING THIS PRODUCT AND SEALING AROUND OPENING FOR WATER INFILTRATION RESISTANCE ETC.
CONDITIONS NOT SHOWN IN THIS DRAWING ARE TO BE ANALYZED SEPARATELY, AND TO BE REVIEWED BY BUILDING OFFICIAL.

DESIGN LOADS SHOWN ARE BASED ON 'ALLOWABLE STRESS DESIGN (ASD)'.



EQUAL LITES



UNEQUAL LITES (ORIEL TYPE)

TYPICAL ELEVATIONS
TESTED UNITS

PRODUCT REVISED
as complying with the Florida Building Code
NOA-No. 20-1119.14
Expiration Date 04/08/2024
By
Miami-Dade Product Control

JALAL FAROOQ LICENSE No. 81223 STATE OF FLORIDA PROFESSIONAL ENGINEER

NOV 10 2020

THESE WINDOWS ARE RATED FOR LARGE & SMALL MISSILE IMPACT. SHUTTERS ARE NOT REQUIRED.

AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173 (C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-6978
COMP-ANL\W09-08ECO

ECO-GUARD SERIES-100 ALUM S.H. WDW. (L.M.I.)

ECO WINDOW SYSTEMS, LLC.
8502 N.W. 80th STREET
MEDLEY, FL. 33166
TEL. (305) 885-5299 FAX (305) 885-5902

revisions:			
no	date	by	description
C	02.06.14		GLASS & LATCH OPTION ADDED
D	03.18.15		UPDATED TO 2014 FBC
E	06.23.15		REV. PER RER COMMENTS
F	09.26.17		UPDATED TO 2017 FBC
G	11.05.20		UPDATED TO 2020 FBC

date: 02-12-09
scale: 1/2"=1'-0"
dr. by: TAR/Q
chk. by:

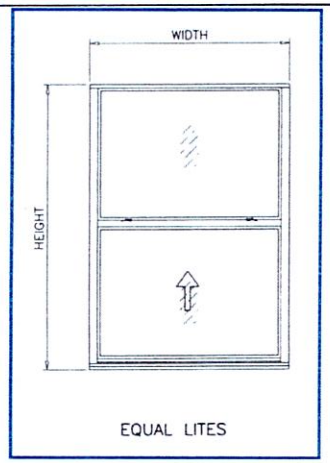
drawing no. W09-08
sheet 1 of 6

EQUAL LITES WINDOWS

DESIGN LOAD CAPACITY – PSF

FLANGE DIMS. WIDTH	FLANGE DIMS. HEIGHT	GLASS TYPES 'A', 'B' & 'C' EXT.(+)	GLASS TYPES 'A', 'B' & 'C' INT.(–)
19-1/8"	26" (3)	75.0	90.0
24"		75.0	90.0
26-1/2"		75.0	90.0
32"		75.0	90.0
37"		75.0	90.0
40"		75.0	90.0
48"		75.0	90.0
53-1/8"		75.0	90.0
19-1/8"	38-3/8" (4)	75.0	90.0
24"		75.0	90.0
26-1/2"		75.0	90.0
32"		75.0	90.0
37"		75.0	90.0
40"		75.0	90.0
48"		75.0	90.0
53-1/8"		75.0	90.0
19-1/8"	50-5/8" (5)	75.0	90.0
24"		75.0	90.0
26-1/2"		75.0	90.0
32"		75.0	90.0
37"		75.0	90.0
40"		75.0	90.0
48"		75.0	90.0
53-1/8"		75.0	90.0
19-1/8"	63" (6)	75.0	90.0
24"		75.0	90.0
26-1/2"		75.0	90.0
32"		75.0	90.0
37"		75.0	90.0
40"		75.0	90.0
48"		75.0	90.0
53-1/8"		75.0	90.0
19-1/8"	76" (7)	75.0	90.0
24"		75.0	90.0
26-1/2"		75.0	90.0
32"		75.0	90.0
37"		75.0	90.0
40"		75.0	90.0
48"		75.0	90.0
53-1/8"		75.0	90.0

• NO. IN PARENTHESIS INDICATE NO. OF ANCHORS PER JAMB.



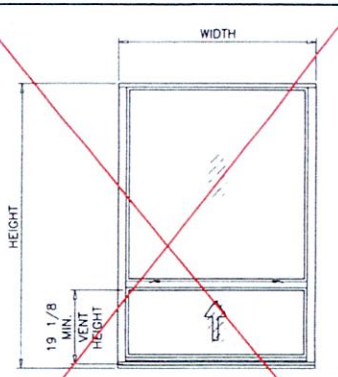
EQUAL LITES

UNEQUAL LITES WINDOWS

DESIGN LOAD CAPACITY – PSF

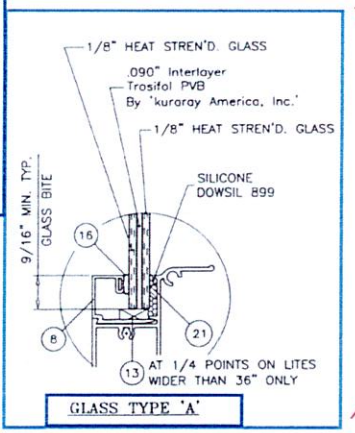
FLANGE DIMS. WIDTH	FLANGE DIMS. HEIGHT	GLASS TYPE 'A' EXT.(+)	GLASS TYPE 'A' INT.(–)	GLASS TYPES 'B' & 'C' EXT.(+)	GLASS TYPES 'B' & 'C' INT.(–)
19-1/8"	50-5/8" (5)	75.0	90.0	75.0	90.0
24"		75.0	90.0	75.0	90.0
26-1/2"		75.0	90.0	75.0	90.0
32"		75.0	90.0	75.0	90.0
37"		75.0	90.0	75.0	90.0
40"		75.0	90.0	75.0	90.0
48"		75.0	90.0	75.0	90.0
53-1/8"		75.0	90.0	75.0	90.0
19-1/8"	63" (6)	75.0	90.0	75.0	90.0
24"		75.0	90.0	75.0	90.0
26-1/2"		75.0	90.0	75.0	90.0
32"		75.0	90.0	75.0	90.0
37"		75.0	90.0	75.0	90.0
40"		75.0	90.0	75.0	90.0
48"		–	–	75.0	90.0
53-1/8"		–	–	75.0	90.0
19-1/8"	76" (7)	75.0	90.0	75.0	90.0
24"		75.0	90.0	75.0	90.0
26-1/2"		75.0	90.0	75.0	90.0
32"		75.0	90.0	75.0	90.0
37"		–	–	75.0	90.0
40"		–	–	75.0	90.0
48"		–	–	75.0	90.0
53-1/8"		–	–	75.0	90.0

• NO. IN PARENTHESIS INDICATE NO. OF ANCHORS PER JAMB.

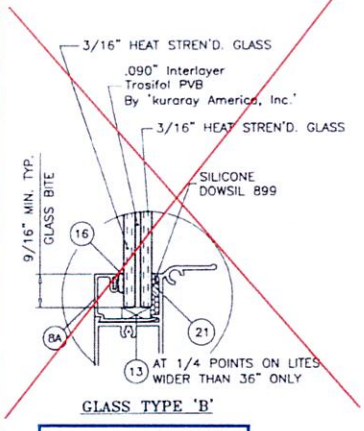


UNEQUAL LITES (ORIEL TYPE)

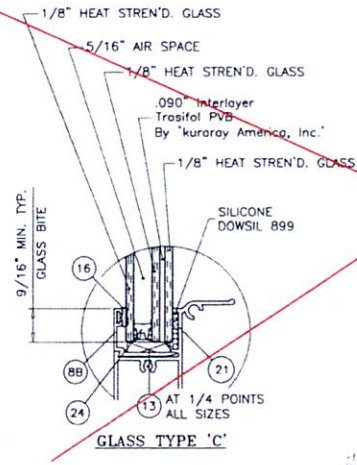
TO QUALIFY FOR SMALL MISSILE IMPACT RATING EXTERIOR PLY OF GLASS TYPE 'C' MUST BE TEMPERED.



GLASS TYPE 'A'

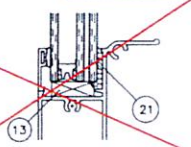


GLASS TYPE 'B'



GLASS TYPE 'C'

GLAZING OPTIONS



SETTING BLOCKS AT LAM. GLASS AND INSUL. LAM. GLASS NOTCH GLAZING BEAD LEG TO CLEAR BLOCKS

PRODUCT REVISED
as complying with the Florida Building Code
NOA-No. 20-1119.14
Expiration Date 04/08/2024
By
Miami-Dade Product Control

NOV 10 2020

JALAL FAROOQ LICENSE No. 81223 STATE OF FLORIDA PROFESSIONAL ENGINEER

NOTE:
GLASS CAPACITIES ON THIS SHEET ARE BASED ON ASTM E1300-09 (3 SEC. GUSTS) AND FLORIDA BUILDING COMMISSION DECLARATORY STATEMENT DCA05-DEC-219

AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173 (C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-6978

COMP-ANL\W09-08ECO

ECO-GUARD SERIES-100 ALUM S.H. WDW. (L.M.I.)

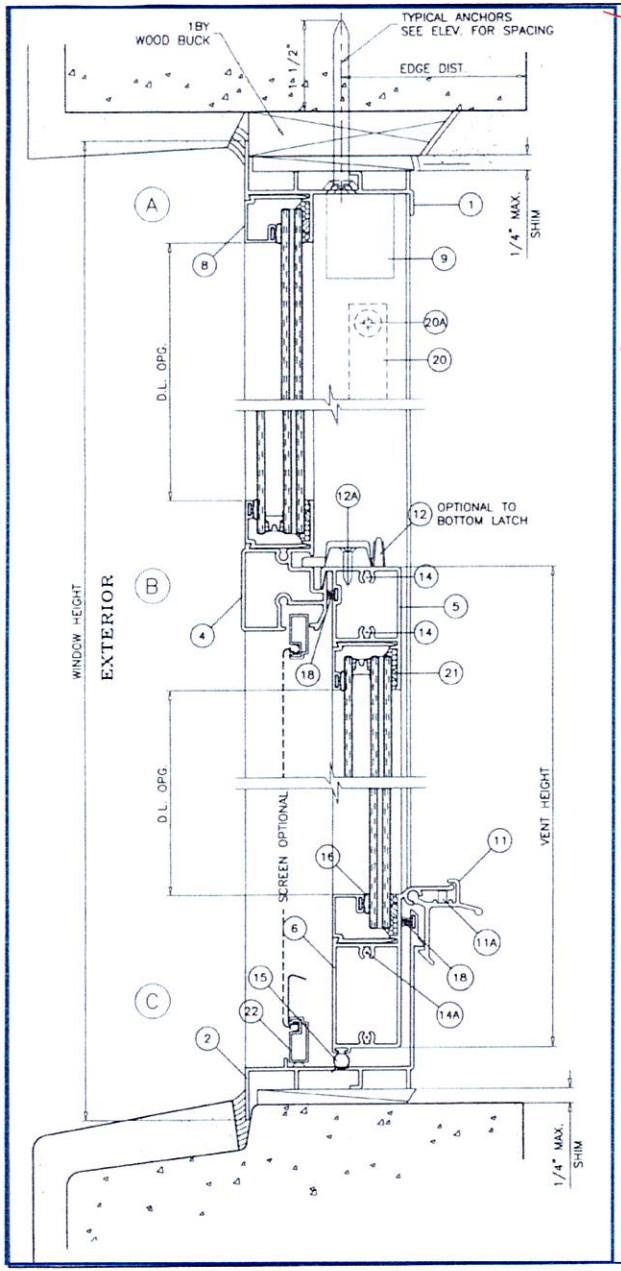
ECO WINDOW SYSTEMS, LLC.
8502 N.W. 80th STREET
MEDLEY, FL. 33166
TEL. (305) 885-5299 FAX (305) 885-5902

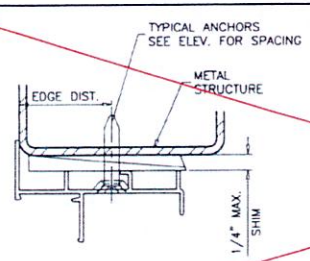
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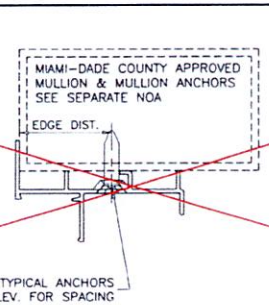
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D	03.18.15		UPDATED TO 2014 FBC
E	08.23.15		REV. PER RER COMMENTS
F	09.26.17		UPDATED TO 2017 FBC
G	11.05.20		UPDATED TO 2020 FBC

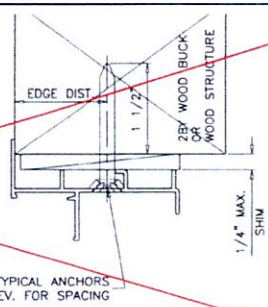
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chk. by:

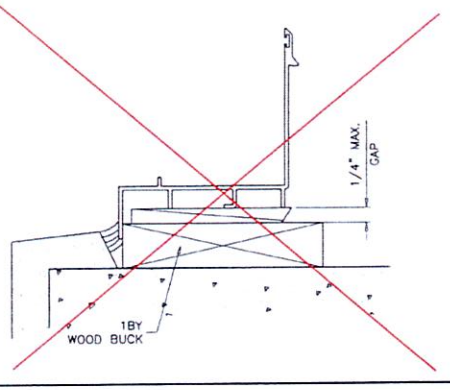
drawing no. W09-08
sheet 2 of 6











WOOD BUCKS AND METAL STRUCTURE NOT BY 'ECO WDW.' MUST SUSTAIN LOADS IMPOSED BY GLAZING SYSTEM AND TRANSFER THEM TO THE BUILDING STRUCTURE.

SEALANT:

ALL JOINTS AND FRAME CONNECTIONS SEALED WITH JOINT SEALER.

TYPICAL ANCHORS: SEE ELEV. FOR SPACING

1/4" DIA. ULTRACON+ BY 'DEWALT' (Fu=164 KSI, Fy=148 KSI)

INTO 2BY WOOD BUCKS OR WOOD STRUCTURES
1-1/2" MIN. PENETRATION INTO WOOD (HEAD/JAMBS)

THRU 1BY BUCKS INTO CONC. OR BLOCKS
1-1/4" MIN. EMBED INTO CONCRETE (HEAD/JAMBS)
1-1/4" MIN. EMBED INTO BLOCKS (JAMBS)

DIRECTLY INTO CONCRETE OR BLOCKS
1-1/2" MIN. EMBED INTO CONCRETE (HEAD/JAMBS)
1-1/4" MIN. EMBED INTO BLOCKS (JAMBS)

#14 SMS OR SELF DRILLING SCREWS (GRADE 2 CRS)

INTO MIAMI-DADE COUNTY APPROVED MULLIONS
OR
INTO METAL STRUCTURES (HEAD/JAMBS)
(3) THREADS MIN. PENETRATION BEYOND SUBSTRATE
ALUMINUM: 1/8" THK. MIN. (6063-T5 MIN.)
STEEL: 1/8" THK. MIN. (Fy = 36 KSI MIN.)
(STEEL IN CONTACT WITH ALUMINUM TO BE PLATED OR PAINTED)

TYPICAL EDGE DISTANCE

INTO CONCRETE AND MASONRY = 2-1/2" MIN.
INTO WOOD STRUCTURE = 1" MIN.
INTO METAL STRUCTURE = 3/4" MIN.

WOOD AT HEAD, SILL OR JAMBS SG = 0.55 MIN.
CONCRETE AT HEAD, SILL OR JAMBS f'c = 3000 PSI MIN. C-90
HOLLOW/FILLED NORMAL WEIGHT BLOCK AT JAMBS f'm = 2000 PSI MIN.

PRODUCT REVISED
as complying with the Florida Building Code
NOA-No. 20-1119.14
Expiration Date 04/08/2024
By
Miami-Dade Product Control

NOV 10 2020

JALAL FAROOQ LICENSE No. 81223 STATE OF FLORIDA PROFESSIONAL ENGINEER

AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173 (C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-6978
COMP-ANL\W09-08ECO

ECO-GUARD SERIES-100 ALUM S.H. WDW. (L.M.I.)

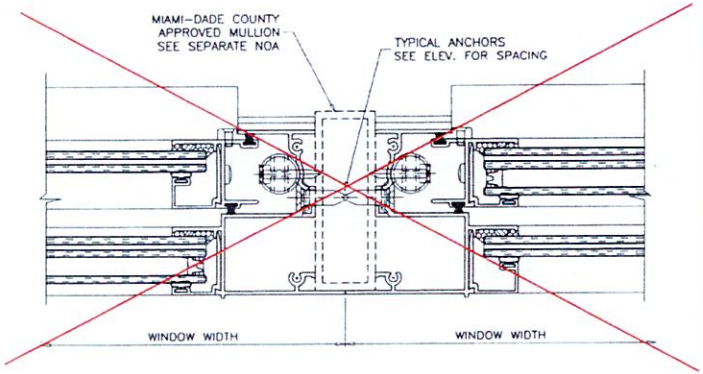
ECO WINDOW SYSTEMS, LLC.
8502 N.W. 80th STREET
MEDLEY, FL. 33166
TEL. (305) 885-5299 FAX (305) 885-5902

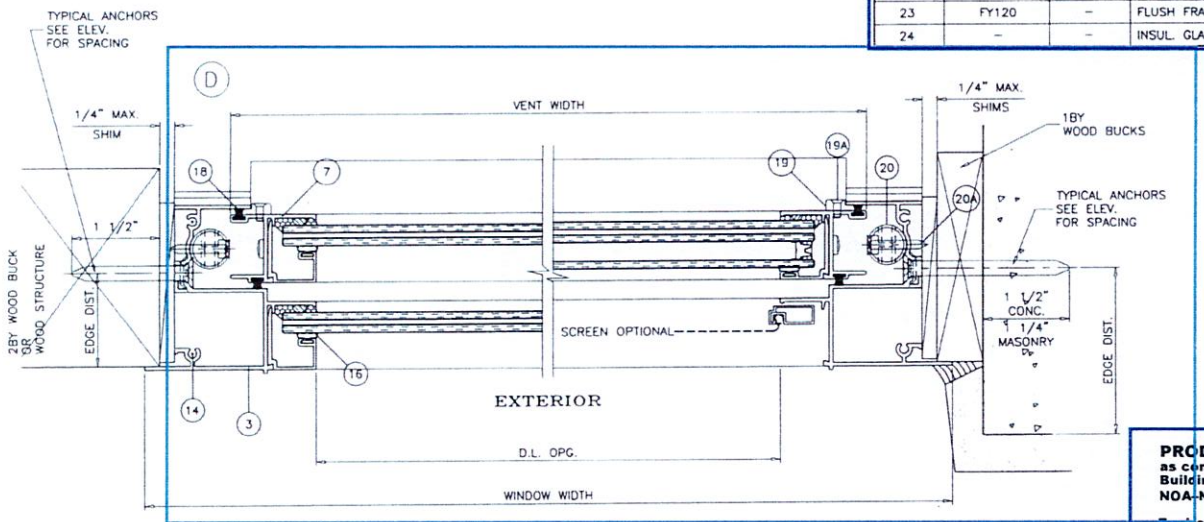
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D	03.18.15		UPDATED TO 2014 FBC
E	06.23.15		REV. PER PER COMMENTS
F	09.28.17		UPDATED TO 2017 FBC
G	11.05.20		UPDATED TO 2020 FBC

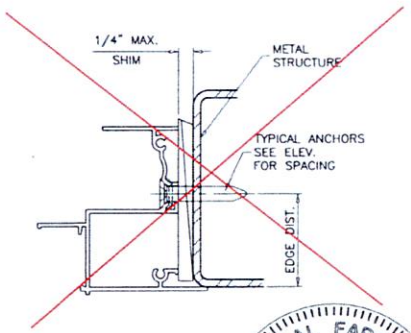
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dr. by: TARIQ
chk. by:

drawing no. W09-08
sheet 3 of 6

ITEM #	PART #	REQD.	DESCRIPTION	MATERIAL	MANF./SUPPLIER/REMARKS
1	FY101	1	FRAME HEAD	6063-T6	-
2	FY115	1	FRAME SILL	6063-T6	-
3	FY103	2	FRAME JAMB	6063-T6	-
4	FY104	1	FIXED MTG. RAIL	6063-T6	-
5	FY105	1	VENT TOP RAIL	6063-T6	-
6	FY114	1	VENT BOTTOM RAIL	6063-T6	-
7	FY107	2	VENT SIDE RAIL	6063-T6	-
8	FY108	AS REQD.	GLAZING BEAD (5/16" LAM. GLASS)	6063-T6	-
8A	FY109	AS REQD.	GLAZING BEAD (7/16" LAM. GLASS)	6063-T6	-
8B	FY110	AS REQD.	GLAZING BEAD (INSUL. LAM. GLASS)	6063-T6	-
9	FY116	2/VENT	SASH STOP	6063-T5	-
11	FY113	2/VENT	SPRING LOADED LATCH, AT 7" FROM ENDS	6063-T6	-
11A	-	1/ LATCH	LATCH SPRING	ST. STEEL	-
12	SL203P	2/VENT	SWEEP LATCH, AT 12-1/2" FROM ENDS	ZAMAK	SULLIVAN & ASSOC.
12A	#8 X 5/8"	2/ LATCH	LATCH INST. SCREWS	ST. STEEL	FH SMS
13	-	AS REQD.	SETTING BLOCK	EPDM	DUROMETER 80±5 SHORE A
14	#8 X 1"	AS REQD.	FRAME & VENT ASSEMBLY SCREWS	CRS	PH SMS
14A	#8 X 3/8"	2/ VENT	BOTTOM RAIL ASSEMBLY SCREWS	CRS	PH SMS
15	E207	AS REQD.	BOTTOM RAIL SEAL - SERIES 101	NEOPRENE	ULTRAFAB
16	E203	AS REQD.	GLAZING BEAD BULB	SANTOPRENE	ULTRAFAB
18	W23181	AS REQD.	FIN SEAL W'STRIPPING	-	ULTRAFAB
19	FY117	4/ VENT	SASH GUIDE	CELCON	M&M PLASTICS
19A	#6 X 3/8"	1/ GUIDE	SASH GUIDE INST. SCREW	CRS	OH SMS TYPE B
20	F210	2/VENT	SASH BALANCE	-	SUPERBOOST BY BSI
20A	#8 X 5/8"	1/ BALANCE	BALANCE INST. SCREW	-	P FH SMS
21	-	AS REQD.	GLASS SPACER	SILICONE	FRANK LOWE
22	-	1	5/16" BOX SCREEN	-	OPTIONAL
23	FY120	-	FLUSH FRAME ADAPTER	6063-T6	OPTIONAL
24	-	-	INSUL. GLASS EDGE SPACER	ST. STEEL	CARDINAL XL







PRODUCT REVISED
as complying with the Florida Building Code
NOA-No. 20-1119.14
Expiration Date 04/08/2024
By
Miami-Dade Product Control

NOV 10 2020

JALAL FAROOQ LICENSE No. 81223 STATE OF FLORIDA PROFESSIONAL ENGINEER

AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173 (C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-6978

COMP-ANL\W09-08ECO

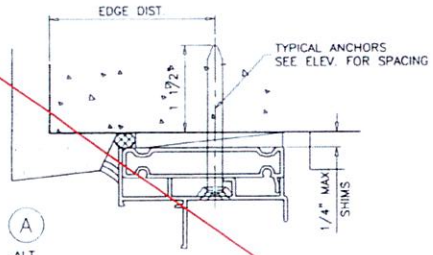
ECO-GUARD SERIES-100 ALUM S.H. WDW (L.M.I.)

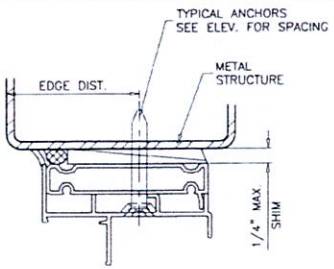
ECO WINDOW SYSTEMS, LLC.
8502 N.W. 80th STREET
MEDLEY, FL. 33166
TEL. (305) 885-5299 FAX (305) 885-5902

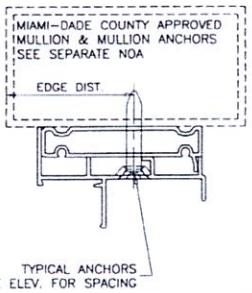
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D	03.18.15		UPDATED TO 2014 FBC
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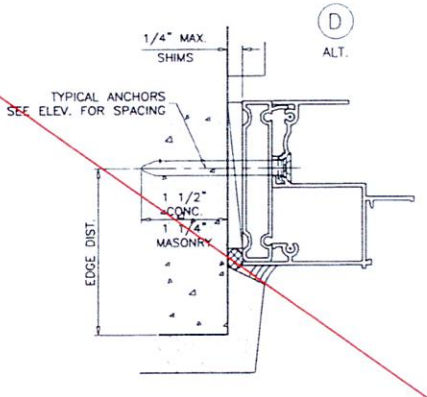
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chk. by:

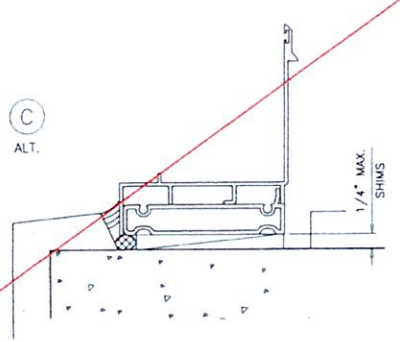
drawing no. W09-08
sheet 4 of 6











INSTALLATION DETAILS WITH FLUSH FRAME ADAPTER

PRODUCT REVISED
as complying with the Florida Building Code
NOA-No. 20-1119.14
Expiration Date 04/08/2024
By
Miami-Dade Product Control

NOV 10 2020

JALAL FAROOQ LICENSE No. 81228 STATE OF FLORIDA PROFESSIONAL ENGINEER

AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173 (C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-6978
COMP-ANL\W09-08ECO

ECO-GUARD SERIES-100 ALUM S.H. WDW. (L.M.I.)

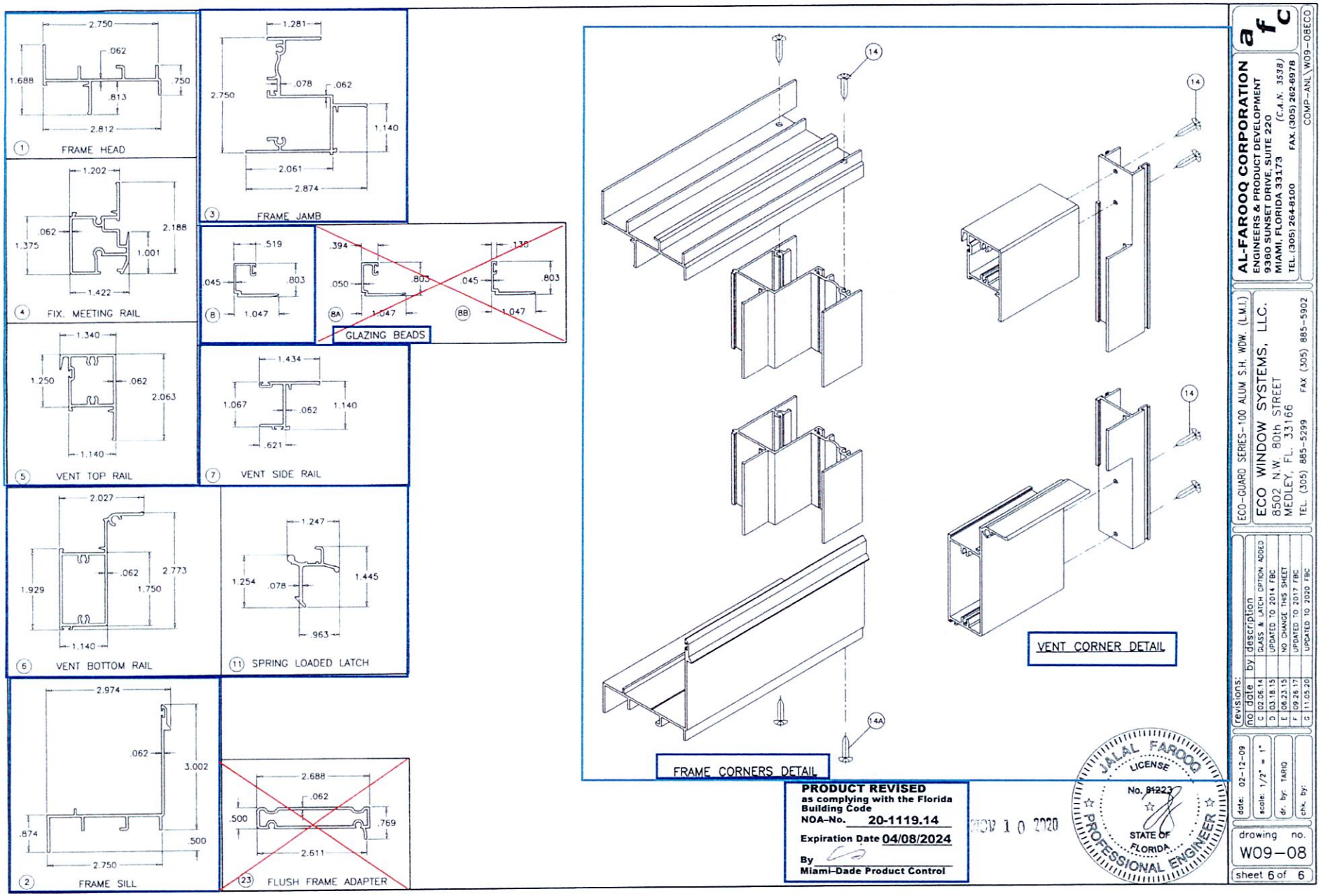
ECO WINDOW SYSTEMS, LLC.
8502 N.W. 80th STREET
MEDLEY, FL. 33166
TEL. (305) 885-5299 FAX (305) 885-5902

revisions:

no	date	by	description
C	02.06.14		NO CHANGE THIS SHEET
D	03.18.15		UPDATED TO 2014 FBC
E	06.23.15		NO CHANGE THIS SHEET
F	09.26.17		UPDATED TO 2017 FBC
G	11.05.20		UPDATED TO 2020 FBC

date: 02-12-09
scale: 1/2" = 1"
dr. by: TARIQ
chk. by:

drawing no. W09-08
sheet 5 of 6


2.750
.062
1.688
.750
.813
2.812
1 FRAME HEAD
1.281
.078
.062
2.750
1.140
2.061
2.874
3 FRAME JAMB
1.202
.062
2.188
1.375
1.001
1.422
4 FIX. MEETING RAIL
.519
.045
.803
1.047
8
.394
.803
.050
1.047
8A
.130
.045
.803
1.047
8B
GLAZING BEADS
1.340
1.250
.062
2.063
1.140
5 VENT TOP RAIL
1.434
1.067
.062
1.140
.621
7 VENT SIDE RAIL
2.027
.062
2.773
1.929
1.750
1.140
6 VENT BOTTOM RAIL
1.247
1.254
.078
1.445
.963
11 SPRING LOADED LATCH
2.974
.062
3.002
.874
.500
2.750
2 FRAME SILL
2.688
.062
.500
.769
2.611
23 FLUSH FRAME ADAPTER
14
14A
FRAME CORNERS DETAIL
VENT CORNER DETAIL
PRODUCT REVISED
as complying with the Florida Building Code
NOA-No. 20-1119.14
Expiration Date 04/08/2024
By
Miami-Dade Product Control
NOV 10 2020
JALAL FAROOQ
LICENSE
No. 81223
STATE OF FLORIDA
PROFESSIONAL ENGINEER
AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173 (C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-6978
COMP-ANL\W09-08ECO
ECO-GUARD SERIES-100 ALUM S.H. WDW. (L.M.I.)
ECO WINDOW SYSTEMS, LLC.
8502 N.W. 80th STREET
MEDLEY, FL. 33166
TEL. (305) 885-5299 FAX (305) 885-5902
revisions:
no date by description
C 02.06.14 GLASS & LATCH OPTION ADDED
D 03.18.15 UPDATED TO 2014 FBC
E 06.23.15 NO CHANGE THIS SHEET
F 09.26.17 UPDATED TO 2017 FBC
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date: 02-12-09
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dr. by: TARIQ
chk. by:
drawing no.
W09-08
sheet 6 of 6

MIAMI-DADE COUNTY
PRODUCT CONTROL SECTION
11805 SW 26 Street, Room 208
Miami, Florida 33175-2474
T (786) 315-2590 F (786) 315-2599
www.miamidade.gov/economy

DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)
BOARD AND CODE ADMINISTRATION DIVISION

NOTICE OF ACCEPTANCE (NOA)

ECO Windows Systems, LLC
9114 N. W. 106th Street,
Medley, FL 33178

SCOPE:

This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed and accepted by Miami-Dade County RER -Product Control Section to be used in Miami Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).
This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Section (In Miami Dade County) and/or the AHJ (in areas other than Miami Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. RER reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Section that this product or material fails to meet the requirements of the applicable building code.
This product is approved as described herein and has been designed to comply with the Florida Building Code, including the High Velocity Hurricane Zone.

DESCRIPTION: Series 600 Aluminum Outswing Doors-L.M.I.

APPROVAL DOCUMENT: Drawing No. **W12-08 Rev F**, titled "Series 600 Alum Outswing Entrance Door (L.M.I.)", sheets 1 through 9 of 9 (inclusive 7.1), prepared by AL-Farooq Corporation, dated 02/13/12 and last revised on DEC30, 2020, signed and sealed by Jalal Farooq, P.E., bearing the Miami-Dade County Product Control Revision stamp with the Notice of Acceptance number and expiration date by the Miami-Dade County Product Control Section.

MISSILE IMPACT RATING: Large and Small Missile Impact Resistant

Limitation:

1. See Single or Double Door Design Pressure (DP) ratings in sheet **2**. See Single or Double Door DP ratings with sidelites (w/wo Reinforcement) and Standalone Single sidelite rating in sheet **3**. The max door leaf width shall not to exceed 37". See locking options 1 & 2 in sheet **7.1**.
2. Laminated glass types G1 and G2 are limited to Kurarary's .090" Trofosil PVB and glass type G3 is limited to Insulated laminated glass w/ Eastman Chemical's .090" Saflex interlayer.

LABELING: Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and series and following statement: "Miami-Dade County Product Control Approved", noted herein.

RENEWAL of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

TERMINATION of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

ADVERTISEMENT: The NOA number preceded by the words Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

INSPECTION: A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.
This NOA **renews** NOA **#18-1220.11** and consists of this page 1 and evidence pages E-1, E-2 & E-3, as well as approval document mentioned above.
The submitted documentation was reviewed by **Ishaq I. Chanda, P.E.**

MIAMI-DADE COUNTY APPROVED

Ishaq I. Chanda

NOA No. 20-1007.08
Expiration Date: March 20, 2024
Approval Date: January 07, 2021
Page 1

NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

1. Evidence submitted under previous approvals

A. DRAWINGS

1. Manufacturer's die drawings and sections (see below)
2. Drawing No. **W12-08 Rev C**, titled "Series 600 Alum Outswing Entrance Door (L.M.I.)", sheets 1 through 9 of 9 (inclusive 7.1), prepared by AL-Farooq Corporation, dated 02/13/12 and last revised on SEP 04, 2015, signed and sealed by Javad Ahmad, P.E.

B. TESTS (submitted under file #**12-0402.03**)

1. Test reports on: 1) Air Infiltration Test, per FBC, TAS 202-94
   2) Uniform Static Air Pressure Test, Loading per FBC TAS 202-94
   3) Water Resistance Test, per FBC, TAS 202-94
   4) Large Missile Impact Test per FBC, TAS 201-94
   5) Cyclic Wind Pressure Loading per FBC, TAS 203-94
   6) Forced Entry Test, per FBC 2411 3.2.1, TAS 202-94

   along with marked-up drawings and installation diagram of an aluminum Outswing French door, prepared by Hurricane Engineering & Testing, Inc., Test Report No. **HETI-12-3357, HETI-12-3358, HETI-12-4003, HETI-12-4003 and HETI-12-4027**dated 03/16-26/12, all signed and sealed by Rafael E. Droz-Seda, P. E.
   Note: The above referenced test reports have been revised by an addendum letter dated June 29, 2012, issued by Hurricane Engineering & Testing, Inc., signed and sealed by Rafael E. Droz-Seda, P. E.

C. CALCULATIONS

1. Anchor verification calculations and structural analysis, complying with FBC-2014(**5th Edition**), prepared by Al Farooq Corporation, dated June 02, 2015, signed and sealed by Javad Ahmad, P.E.
2. Glazing complies w/ ASTME-1300-02, -04 & -09.

D. QUALITY ASSURANCE

1. Miami Dade Department of Regulatory and Economic Resources (RER).

E. MATERIAL CERTIFICATIONS

1. Notice of Acceptance No. **11-0624.01** issued to **Kuraray America, Inc.** (Former E.I. DuPont DeNemours & Co., Inc. for the "**Butacite ® PVB interlayer**", expiring on 12/11/16.
2. Notice of Acceptance No. **12–1231.10** issued to **Eastman Chemical Company (MA)** (former Solutia, Inc.) for the "Saflex: Saflex Clear & Color glass interlayer", expiring on 05/21/16.
3. XL Edge seal System 201 SS spacer by Cardinal IG.

F. STATEMENTS

1. Statement letter of conformance to FBC 2014 (**5th Edition**) and letter of no financial interest, prepared by Al Farooq Corporation, dated 06/02/15, signed and sealed by Javad Ahmad, P.E.
2. Addendum letter dated June 29, 2012, issued by Hurricane Engineering & Testing, Inc., signed and sealed by Rafael E. Droz-Seda, P. E.
3. Lab compliance as part of the above referenced test report.

G. OTHER

1. This NOA **revises** NOA **#15-0603.13,** expiring 03/20/19.
2. Test proposal, dated 10/14/11 and 02-21-12 approved by PERA.

Ishaq I. Chanda

Ishaq I. Chanda, P.E.
Product Control Unit Supervisor
NOA No. 20-1007.08
Expiration Date: March 20, 2024
Approval Date: January 07, 2021

NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

2. **Evidence submitted under previous approvals.**

A. DRAWINGS

1. Drawing No. **W12-08 Rev E**, titled "Series 600 Alum Outswing Entrance Door (L.M.I.)", sheets 1 through 9 of 9 (inclusive 7.1), prepared by AL-Farooq Corporation, dated 02/13/12 and last revised on MAR 15, 2018, signed and sealed by Java Ahmad, P. E.

B. TESTS

1. None.

C. CALCULATIONS

1. Anchor verification calculations complying with FBC2017 (6th Edition), prepared by Al Farooq Corporation, dated OCT 31, 2017 and last revised on MAR 13, 2018, signed and sealed by Javad Ahmad, P.E. (submitted under file #17-1102.18)

D. QUALITY ASSURANCE

1. Miami Dade Department of Regulatory and Economic Resources (RER).

E. MATERIAL CERTIFICATIONS

1. Notice of Acceptance No. **16-1117.01** issued to **Kuraray America, Inc.** (Former E.I. DuPont DE Nemours) for the "**Trofosil ® (Clear & Ultra clear) PVB Glass interlayers**", expiring on 07/08/19.
2. Notice of Acceptance No. **17-0712.05** issued to **Eastman Chemical Company (MA)** for their **"Saflex Clear & Color Glass Interlayer"**, expiring on 05/21/21.

F. STATEMENTS

1. Statement letter of conformance to **FBC 5th Edition (2014)** and **FBC 6th Edition (2017)** & of no financial interest, prepared by Al Farooq Corp., dtd 10/04/17, signed & sealed by Javad Ahmad, P.E.

G. OTHER

1. This NOA **revises NOA # 17-1218.15**, expiring 03/02/2019.

2. **Evidence submitted under previous approval.**

A. DRAWINGS

1. Drawing No. **W12-08 Rev E**, titled "Series 600 Alum Outswing Entrance Door (L.M.I.)", sheets 1 through 9 of 9 (inclusive 7.1), prepared by AL-Farooq Corporation, dated 02/13/12 and last revised on MAR 15, 2018, signed and sealed by Java Ahmad, P. E.

B. TESTS

1. None.

C. CALCULATIONS

1. None

D. QUALITY ASSURANCE

1. Miami Dade Department of Regulatory and Economic Resources (RER).

E. MATERIAL CERTIFICATIONS

1. None.

F. STATEMENTS (submitted under file # **18-0319.13**)

1. Statement letter of conformance to **FBC 6th Edition (2017)** and of no financial interest, prepared by Al Farooq Corporation, dated 10/04/17, signed and sealed by Javad Ahmad, P.E.

G. OTHER

1. This NOA **renews** NOA **#18-0319.13**, expiring 03/02/2024. Ishaq I. Chanda

Ishaq I. Chanda, P.E.
Product Control Unit Supervisor
NOA No. 20-1007.08
Expiration Date: March 20, 2024
Approval Date: January 07, 2021

NOTICE OF ACCEPTANCE: EVIDENCE SUBMITTED

3. New Evidence submitted.

A. DRAWINGS

1. Drawing No. **W12-08 Rev F**, titled "Series 600 Alum Outswing Entrance Door (L.M.I.)", sheets 1 through 9 of 9 (inclusive 7.1), prepared by AL-Farooq Corporation, dated 02/13/12 and last revised on DEC 30, 20, signed and sealed by Jalal Farooq, P. E.

B. TESTS

1. None.

C. CALCULATIONS

1. None.

D. QUALITY ASSURANCE

1. Miami Dade Department of Regulatory and Economic Resources (RER).

E. MATERIAL CERTIFICATIONS

1. Notice of Acceptance No. **19-0305.02** issued to **Kuraray America, Inc.** for their **"Trosifol® Ultraclear, Clear and Color PVB Glass Interlayers"**, expiring on 07/08/24.
2. Notice of Acceptance No. **17-0712.05** issued to **Eastman Chemical Company (MA)** for their **"Saflex Clear & Color Glass Interlayer"**, expiring on 05/21/21.

F. STATEMENTS

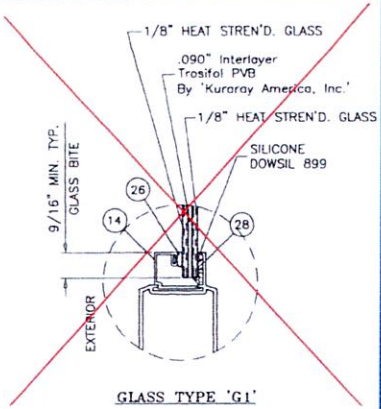
1. Statement letter of conformance to **FBC 7th Edition (2020)** and of no financial interest, prepared by Al Farooq Corporation, dated 09/29/20, signed and sealed by Jalal Farooq, P.E.

G. OTHER

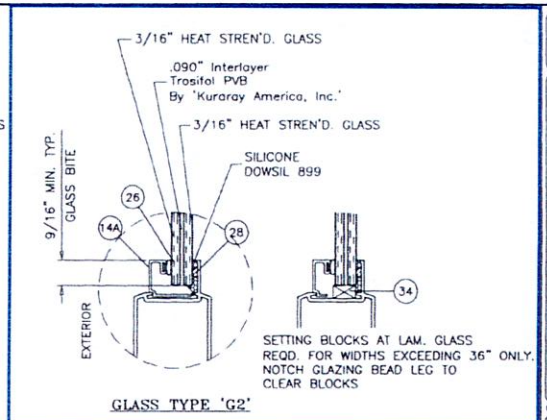
1. This NOA **revises** NOA **#18-1220.11**, expiring 03/02/2024.

Ishaq I. Chanda

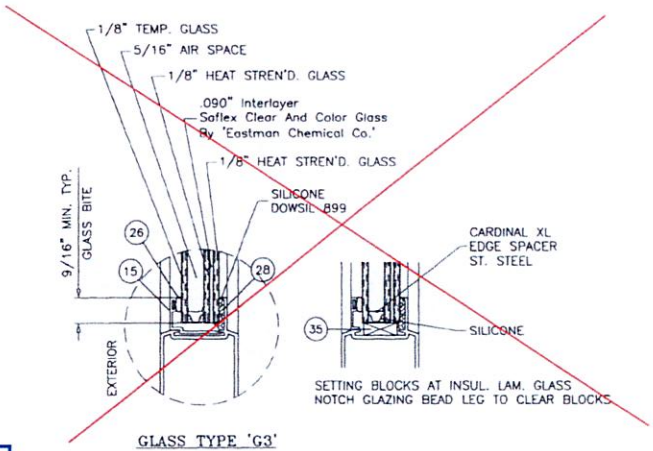
Ishaq I. Chanda, P.E.
Product Control Unit Supervisor
NOA No. 20-1007.08
Expiration Date: March 20, 2024
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GLASS TYPE 'G1'



GLASS TYPE 'G2'



GLASS TYPE 'G3'

SERIES 600
ALUMINUM OUTSWING ENTRANCE DOOR

SINGLE (X) AND DOUBLE (XX) LEAF DOORS SEE SHEET 2.
STAND ALONE SINGLE SIDELITE SEE SHEET 3.
SINGLE AND DOUBLE LEAF DOORS WITH SIDELITES SEE SHEET 3.
LOWER VALUES FROM SIDELITE CAPACITY CHART OR DOOR CAPACITY WILL APPLY TO ENTIRE SYSTEM.

DOORS APPROVED FOR INSTALLATIONS WHERE WATER INFILTRATION RESISTANCE IS REQUIRED.

THIS PRODUCT HAS BEEN DESIGNED AND TESTED TO COMPLY WITH THE REQUIREMENTS OF THE 2017 (6TH EDITION)/2020 (7TH EDITION) FLORIDA BUILDING CODE INCLUDING HIGH VELOCITY HURRICANE ZONE (HVHZ).

1BY OR 2BY WOOD BUCKS & BUCK FASTENERS BY OTHERS, MUST BE DESIGNED AND INSTALLED ADEQUATELY TO TRANSFER APPLIED PRODUCT LOADS TO THE BUILDING STRUCTURE.

ANCHORS SHALL BE CORROSION RESISTANT, SPACED AS SHOWN ON DETAILS AND INSTALLED PER MANUF'S INSTRUCTIONS. SPECIFIED EMBEDMENT TO BASE MATERIAL SHALL BE BEYOND WALL DRESSING OR STUCCO.

A LOAD DURATION INCREASE IS USED IN DESIGN OF ANCHORS INTO WOOD ONLY.

ALL SHIMS TO BE HIGH IMPACT, NON-METALLIC AND NON-COMPRESSIBLE.

MATERIALS INCLUDING BUT NOT LIMITED TO STEEL/METAL SCREWS, THAT COME INTO CONTACT WITH OTHER DISSIMILAR MATERIALS SHALL MEET THE REQUIREMENTS OF THE 2017/2020 FLORIDA BLDG. CODE & ADOPTED STANDARDS.

THIS PRODUCT APPROVAL IS GENERIC AND DOES NOT PROVIDE INFORMATION FOR A SITE SPECIFIC PROJECT, i.e. LIFE SAFETY OF THIS PRODUCT, ADEQUACY OF STRUCTURE RECEIVING THIS PRODUCT AND SEALING AROUND OPENING FOR WATER INFILTRATION RESISTANCE ETC.
CONDITIONS NOT SHOWN IN THIS DRAWING ARE TO BE ANALYZED SEPARATELY, AND TO BE REVIEWED BY BUILDING OFFICIAL.

DESIGN LOADS SHOWN ARE BASED ON 'ALLOWABLE STRESS DESIGN (ASD)'.

PRODUCT REVISED
as complying with the Florida Building Code
NOA-No. 20-1007.08
Expiration Date 03/20/2024
By Miami-Dade Product Control

THESE DOORS ARE RATED FOR LARGE & SMALL MISSILE IMPACT. SHUTTERS ARE NOT REQUIRED.

DEC 30 2020

JALAL FAROOQ LICENSE No. 81223 STATE OF FLORIDA PROFESSIONAL ENGINEER

AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220 (C.A.N. 3538)
MIAMI, FLORIDA 33173 FAX. (305) 262-6978
TEL. (305) 264-8100
COMP-ANL\W12-08ECO

SERIES 600 ALUM OUTSWING ENTRANCE DOOR (L.M.I.)

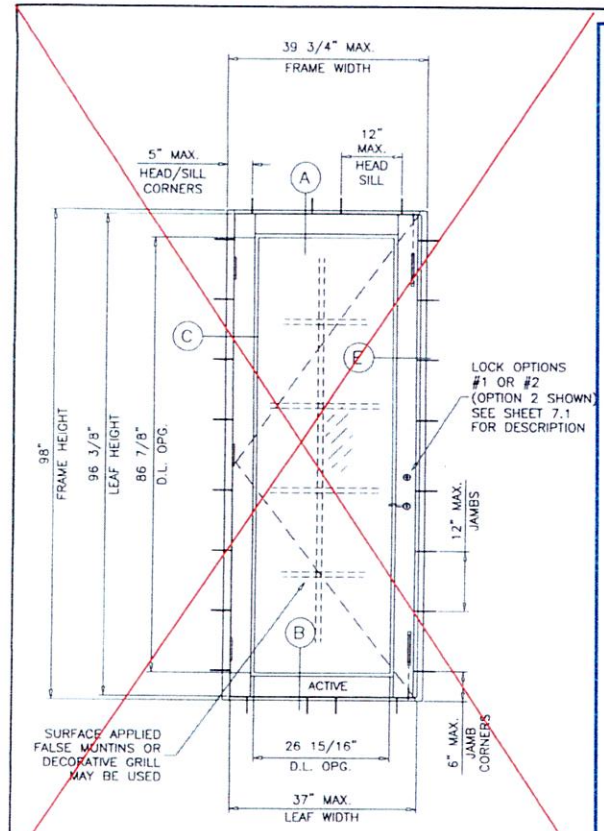
ECO WINDOW SYSTEMS, LLC.
8502 N.W. 80th STREET
MEDLEY, FL. 33166
TEL. (305) 885-5299 FAX (305) 885-5902

revisions:			
no	date	by	description
C	09.02.15		REV. PER RER COMMENTS
D	11.09.17		UPDATED TO 2017 FBC
E	03.15.18		JAMB ANCHOR REV.
F	09.29.20		UPDATED TO 2020 FBC

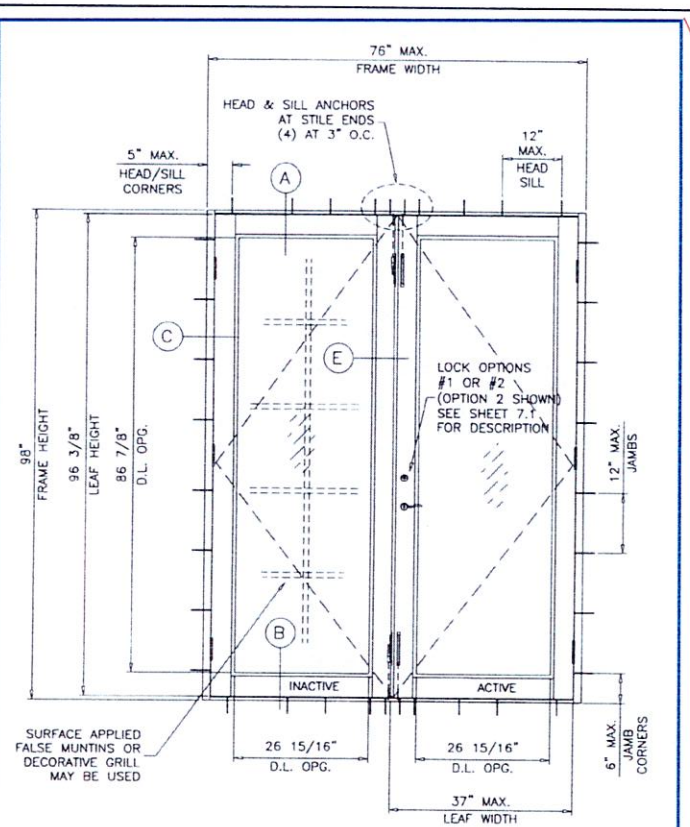
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dr. by: TARIQ
chk. by:

drawing no. W12-08

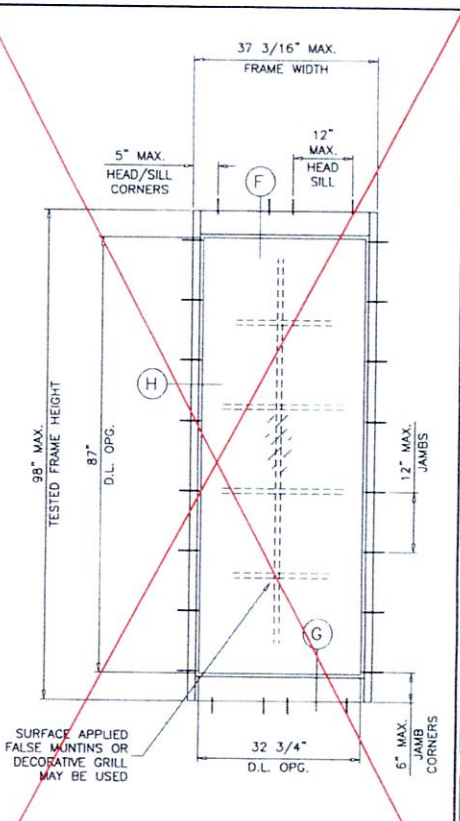
sheet 1 of 9



(X)



(XX)



(O)

STAND ALONE SINGLE SIDELITE
SEE SHEET 3 FOR CAPACITY

DOORS LOAD CAPACITY – PSF SINGLE DOORS (X)				
DOOR DIMS.			LAMINATED GLASS	
FRAME WIDTH	LEAF WIDTH	FRAME HEIGHT	EXT.(+)	INT.(–)
39 3/4"	37"	98"	70.0	75.0

PRODUCT REVISED
as complying with the Florida Building Code
NOA–No. 20-1007.08
Expiration Date 03/20/2024
By Ishaq I. Chanda
Miami–Dade Product Control

DOORS LOAD CAPACITY – PSF DOUBLE (XX)				
DOOR DIMS.			LAMINATED GLASS	
FRAME WIDTH	LEAF WIDTH	FRAME HEIGHT	EXT.(+)	INT.(–)
76"	37"	98"	70.0	75.0

GLASS D.L.O. DIMS.
D.L.O. HEIGHT = FRAME HEIGHT – 11.125"
D.L.O. WIDTH (X DOORS) = FRAME WIDTH – 12.813"
D.L.O. WIDTH (XX DOORS) = (FRAME WIDTH – 22.125")/2

NOTE:
EGRESS REQUIREMENTS TO BE REVIEWED BY BUILDING OFFICIAL.

NOTE:
GLASS CAPACITIES ON THIS SHEET ARE BASED ON ASTM E1300–09 (3 SEC. GUSTS) AND FLORIDA BUILDING COMMISSION DECLARATORY STATEMENT DCA05–DEC–219

DEC 30 2020

JALAL FAROOQ LICENSE No. 81223 STATE OF FLORIDA PROFESSIONAL ENGINEER

AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9380 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173 (C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-6978

COMP–ANL\W12–08ECO

SERIES 600 ALUM OUTSWING ENTRANCE DOOR (L.M.I.)

ECO WINDOW SYSTEMS, LLC.
8502 N.W. 80th STREET
MEDLEY, FL. 33166
TEL. (305) 885–5299 FAX (305) 885–5902

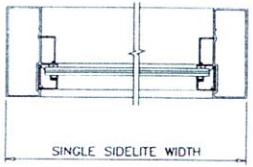
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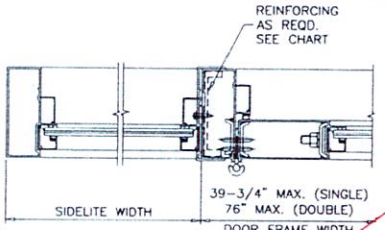
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dr. by: TARIQ
chk. by:

drawing no. W12–08
sheet 2 of 9

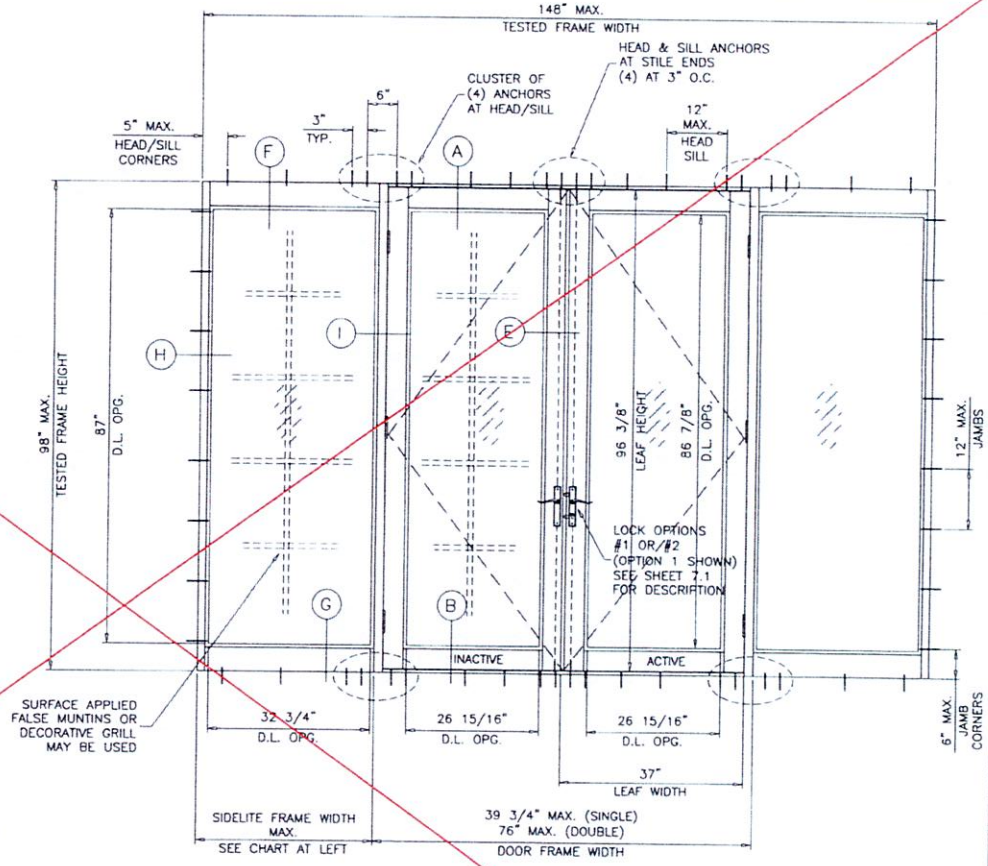
DESIGN LOAD CAPACITY – PSF STAND ALONE SINGLE SIDELITES			
SIDELITE FRAME WIDTH INCHES	SIDELITE FRAME HEIGHT INCHES	WITHOUT REINFORCING	
		EXT.(+)	INT.(–)
24	82	70.0	75.0
30		70.0	75.0
36		70.0	75.0
37		70.0	75.0
42		61.7	66.1
24	86	70.0	75.0
30		70.0	75.0
36		70.0	75.0
37		70.0	75.0
42		61.7	66.1
24	92	70.0	75.0
30		69.8	69.8
36		64.1	64.1
37		63.3	63.3
24	98	63.3	63.3
30		57.8	57.8
36		53.1	53.1
37		52.4	52.4

DESIGN LOAD CAPACITY – PSF SIDELITES WITH SINGLE OR DOUBLE LEAF DOORS (SEE NOTE BELOW)					
SIDELITE FRAME WIDTH INCHES	SIDELITE FRAME HEIGHT INCHES	WITHOUT REINFORCING		WITH REINFORCING	
		EXT.(+)	INT.(–)	EXT.(+)	INT.(–)
24	82	70.0	75.0	70.0	75.0
30		70.0	75.0	70.0	75.0
36		70.0	75.0	70.0	75.0
37		70.0	75.0	70.0	75.0
42		61.7	66.1	61.7	66.1
24	86	70.0	75.0	70.0	75.0
30		70.0	75.0	70.0	75.0
36		70.0	75.0	70.0	75.0
37		70.0	75.0	70.0	75.0
42		61.7	66.1	61.7	66.1
24	92	70.0	75.0	70.0	75.0
30		69.8	69.8	70.0	75.0
36		64.1	64.1	70.0	75.0
37		63.3	63.3	70.0	75.0
24	98	63.3	63.3	70.0	75.0
30		57.8	57.8	70.0	75.0
36		53.1	53.1	70.0	75.0
37		52.4	52.4	70.0	75.0





NOTE:
FOR DOORS CAPACITIES SEE SHEET 2.
FOR SIDELITE CAPACITIES SEE CHART ABOVE.
LOWER VALUES FROM DOOR OR SIDELITE CHART WILL APPLY TO ENTIRE SYSTEM.



(OXXO)

GLASS D.L.O. DIMS.
D.L.O. HEIGHT (SIDELITE) = FRAME HEIGHT – 11.000"
D.L.O. WIDTH (SIDELITE) = FRAME WIDTH – 4.438"

PRODUCT REVISED
as complying with the Florida Building Code
NOA–No. 20-1007.08
Expiration Date 03/20/2024
By Ishaq I. Ghanchi
Miami–Dade Product Control

MAX. UNIT TESTED FRAME AREA NOT TO EXCEED 100.72 SQ. FT. PER FBC 2014

NOTE:
GLASS CAPACITIES ON THIS SHEET ARE BASED ON ASTM E1300–09 (3 SEC. GUSTS) AND FLORIDA BUILDING COMMISSION DECLARATORY STATEMENT DCA05–DEC–219

DEC 30 2020

JALAL FAROOQ LICENSE No. 81223 STATE OF FLORIDA PROFESSIONAL ENGINEER

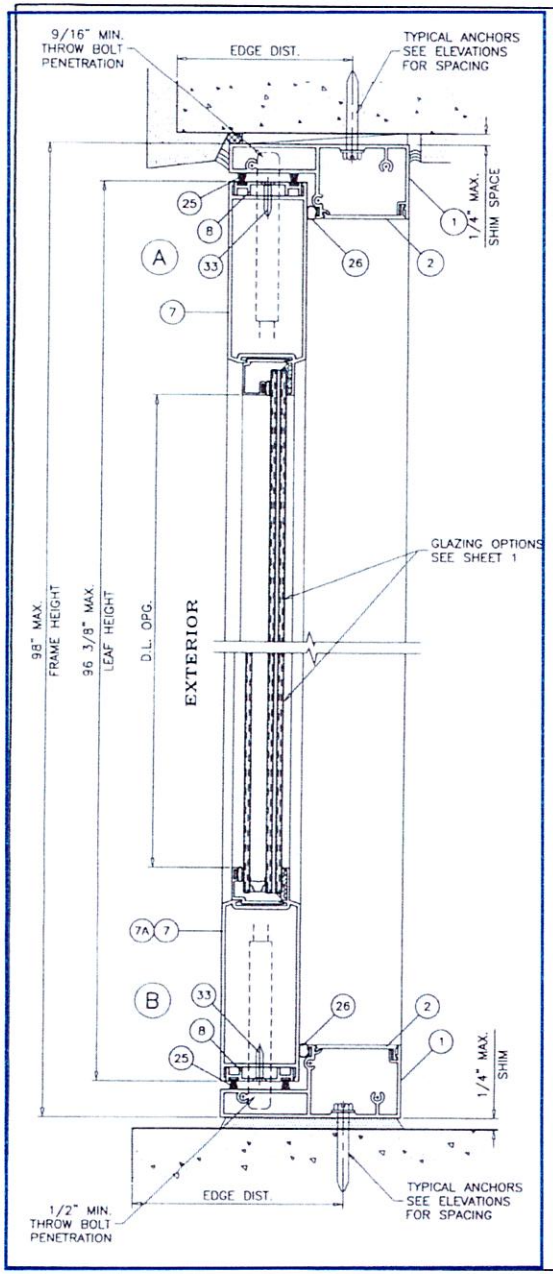
afc
AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173 (C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-6978
COMP-ANL\W12-08ECO

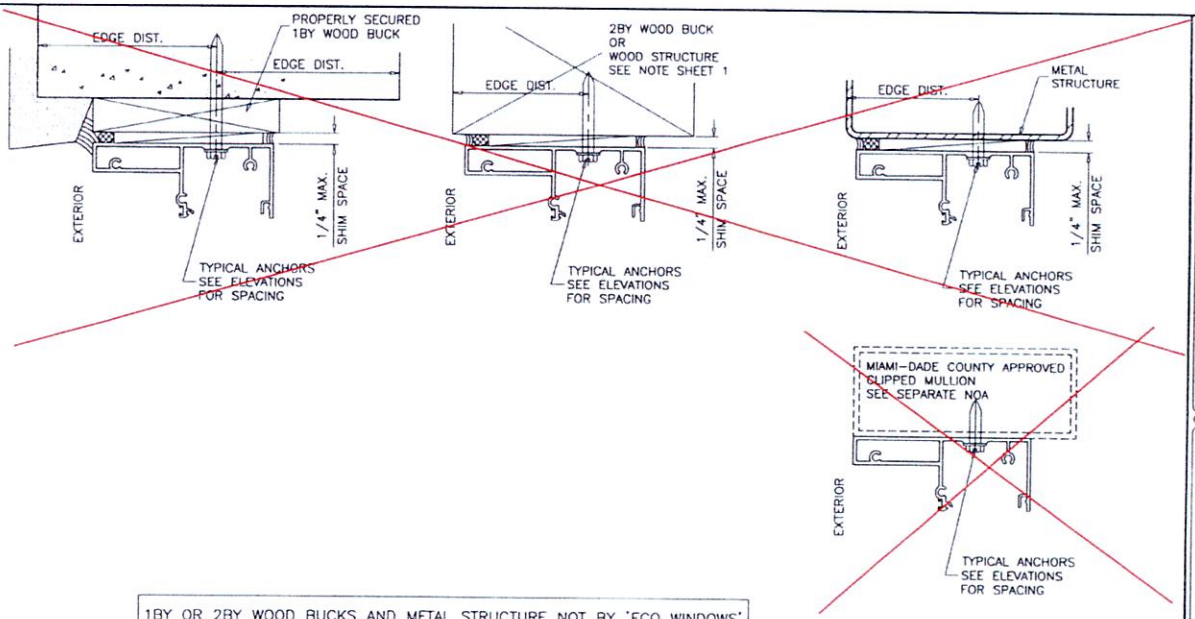
SERIES 600 ALUM OUTSWING ENTRANCE DOOR (L.M.I.)

ECO WINDOW SYSTEMS, LLC.
8502 N.W. 80th STREET
MEDLEY, FL. 33166
TEL. (305) 885-5299 FAX (305) 885-5902

revisions:			
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date: 02-13-12
scale: 1/2"=1'-0"
dr. by: TARIQ
chk. by:
drawing no. W12–08
sheet 3 of 9





1BY OR 2BY WOOD BUCKS AND METAL STRUCTURE NOT BY 'ECO WINDOWS' MUST SUSTAIN LOADS IMPOSED BY GLAZING SYSTEM AND TRANSFER THEM TO THE BUILDING STRUCTURE.

TYPICAL ANCHORS: SEE ELEV. FOR SPACING
1/4" DIA. ULTRACON+ BY 'DEWALT' (Fu=164 KSI, Fy=148 KSI)
INTO 2BY WOOD BUCKS OR WOOD STRUCTURES
1-1/2" MIN. PENETRATION INTO WOOD (HEAD/JAMBS)

THRU 1BY BUCKS INTO CONC. OR BLOCKS
1-1/4" MIN. EMBED INTO CONCRETE (HEAD/JAMBS)
1-1/4" MIN. EMBED INTO BLOCKS (JAMBS)

DIRECTLY INTO CONCRETE OR BLOCKS
1-1/4" MIN. EMBED INTO CONCRETE (HEAD/SILL/JAMBS)
1-1/4" MIN. EMBED INTO BLOCKS (JAMBS)

#14 SMS OR SELF DRILLING SCREWS (GRADE 2 CRS)
INTO MIAMI-DADE COUNTY APPROVED MULLIONS
OR
INTO METAL STRUCTURES (HEAD/JAMBS)
(3) THREADS MIN. PENETRATION BEYOND SUBSTRATE
ALUMINUM: 1/8" THK. MIN. (6063-T5 MIN.)
STEEL: 1/8" THK. MIN. (Fy = 36 KSI MIN.)
(STEEL IN CONTACT WITH ALUMINUM TO BE PLATED OR PAINTED)

TYPICAL EDGE DISTANCE
INTO CONCRETE AND MASONRY = 2-1/2" MIN.
INTO WOOD STRUCTURE = 1" MIN.
INTO METAL STRUCTURE = 3/4" MIN.

WOOD AT HEAD OR JAMBS SG = 0.55 MIN.
CONCRETE AT HEAD, SILL OR JAMBS f'c = 3000 PSI MIN.
C-90 HOLLOW/FILLED BLOCK AT JAMBS f'm = 2000 PSI MIN.

PRODUCT REVISED
as complying with the Florida Building Code
NOA-No. 20-1007.08
Expiration Date 03/20/2024
By Ishaq I. Chanda
Miami-Dade Product Control

DOOR DETAILS

DEC 30 2020

JALAL FAROOQ LICENSE No. 81223 STATE OF FLORIDA PROFESSIONAL ENGINEER

AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173 (C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-6978

COMP-ANL\W12-08ECO

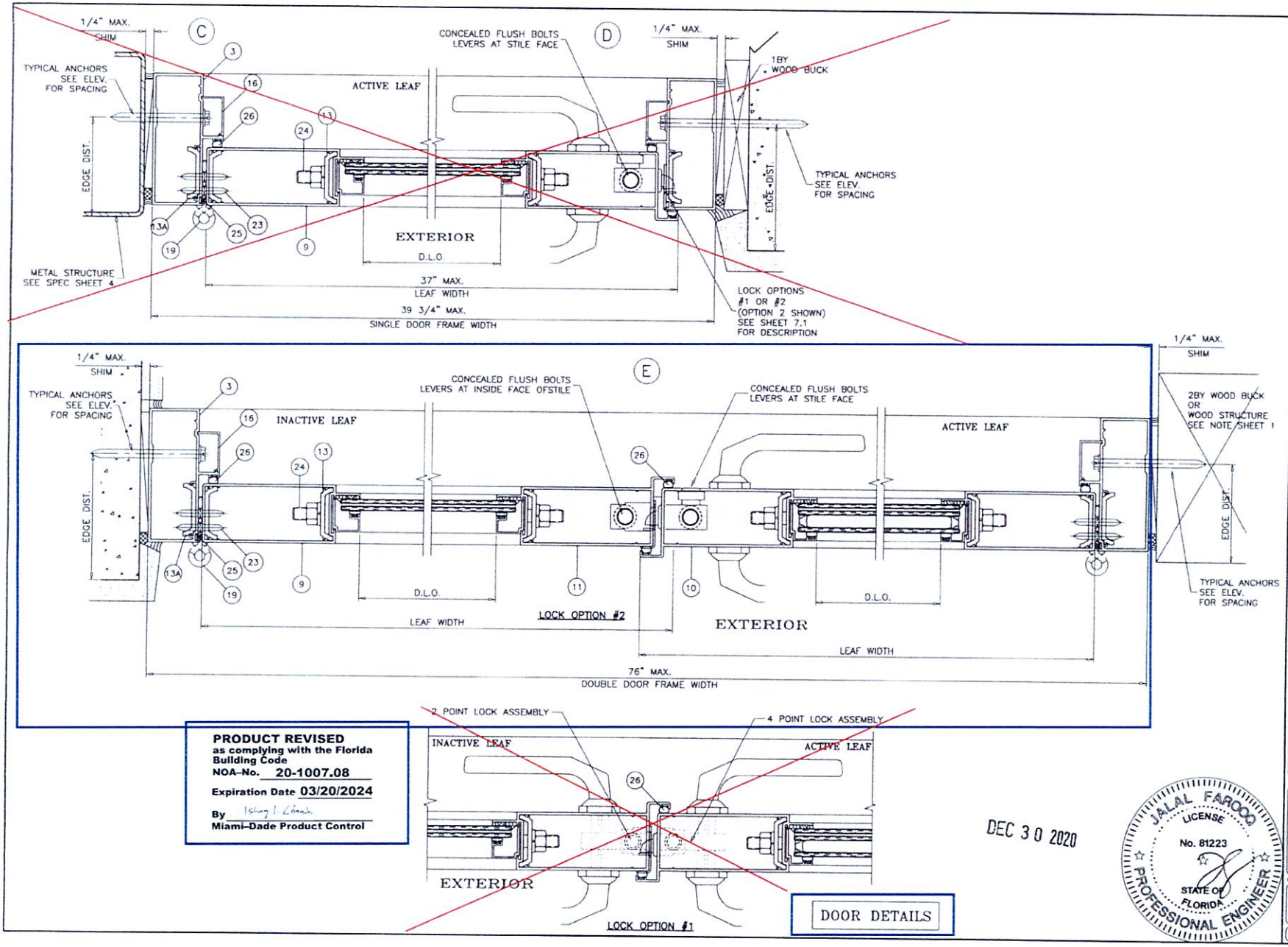
SERIES 600 ALUM OUTSWING ENTRANCE DOOR (L.M.I.)

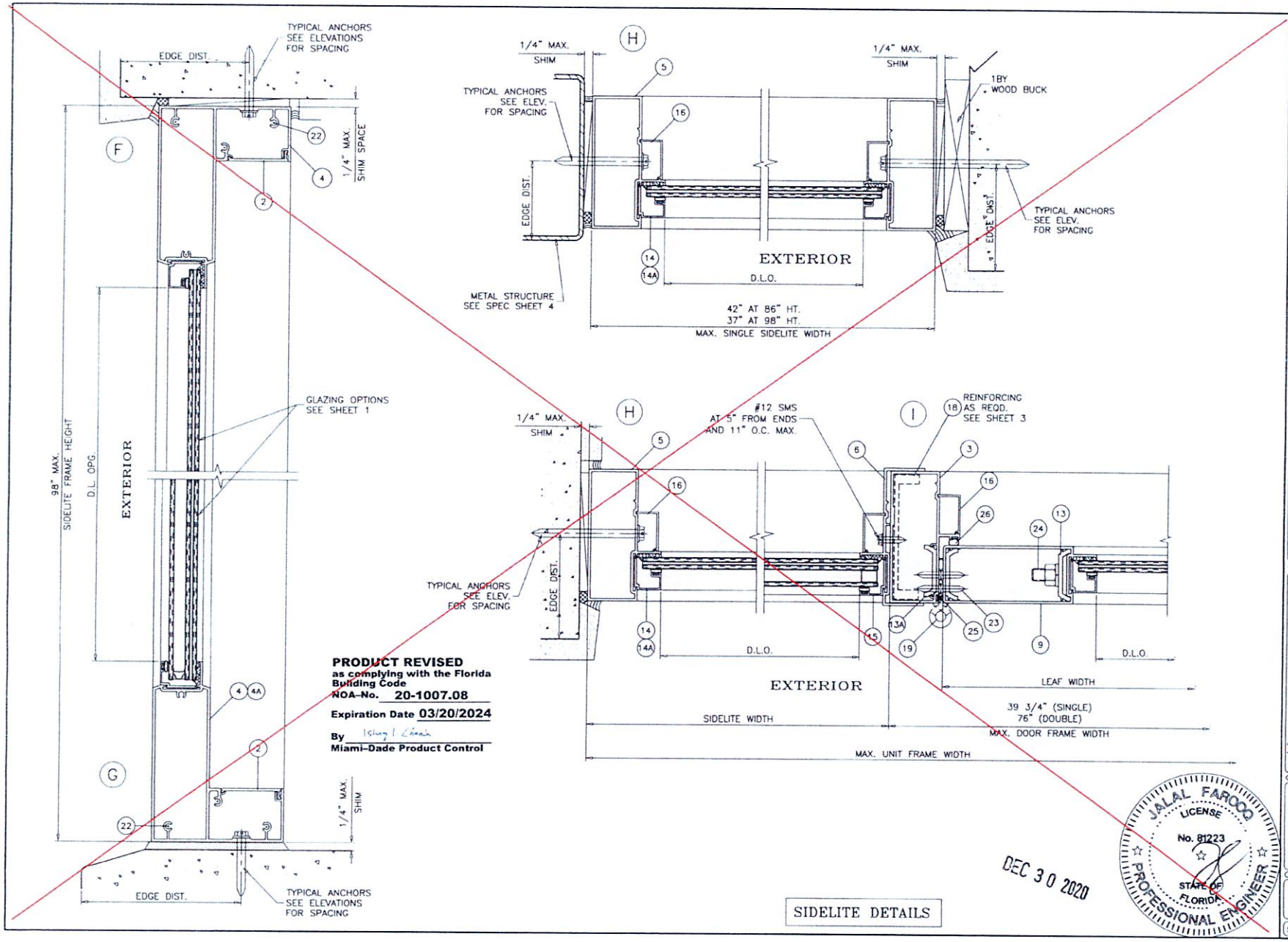
ECO WINDOW SYSTEMS, LLC.
8502 N.W. 80th STREET
MEDLEY, FL. 33166
TEL. (305) 885-5299 FAX (305) 885-5902

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date: 02-13-12
scale: 3/8" = 1'
dr. by: TARIQ
chk. by:

drawing no. W12-08
sheet 4 of 9


C
1/4" MAX. SHIM
TYPICAL ANCHORS SEE ELEV. FOR SPACING
EDGE DIST.
ACTIVE LEAF
CONCEALED FLUSH BOLTS LEVERS AT STILE FACE
D
1/4" MAX. SHIM
1BY WOOD BUCK
TYPICAL ANCHORS SEE ELEV. FOR SPACING
EDGE DIST.
EXTERIOR
D.L.O.
37" MAX. LEAF WIDTH
39 3/4" MAX. SINGLE DOOR FRAME WIDTH
METAL STRUCTURE SEE SPEC SHEET 4
LOCK OPTIONS #1 OR #2 (OPTION 2 SHOWN) SEE SHEET 7.1 FOR DESCRIPTION
E
1/4" MAX. SHIM
TYPICAL ANCHORS SEE ELEV. FOR SPACING
INACTIVE LEAF
CONCEALED FLUSH BOLTS LEVERS AT INSIDE FACE OFSTILE
CONCEALED FLUSH BOLTS LEVERS AT STILE FACE
ACTIVE LEAF
2BY WOOD BUCK OR WOOD STRUCTURE SEE NOTE SHEET 1
EDGE DIST.
D.L.O.
LEAF WIDTH
LOCK OPTION #2
EXTERIOR
TYPICAL ANCHORS SEE ELEV. FOR SPACING
76" MAX. DOUBLE DOOR FRAME WIDTH
2 POINT LOCK ASSEMBLY
4 POINT LOCK ASSEMBLY
INACTIVE LEAF
ACTIVE LEAF
EXTERIOR
LOCK OPTION #1
PRODUCT REVISED
as complying with the Florida Building Code
NOA-No. 20-1007.08
Expiration Date 03/20/2024
By
Miami-Dade Product Control
DEC 30 2020
JALAL FAROOQ LICENSE No. 81223 STATE OF FLORIDA PROFESSIONAL ENGINEER
DOOR DETAILS
AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173 (C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-6978
COMP-ANL W12-08ECO
SERIES 600 ALUM OUTSWING ENTRANCE DOOR (L.M.I.)
ECO WINDOW SYSTEMS, LLC.
8502 N.W. 80th STREET
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TEL. (305) 885-5299 FAX (305) 885-5902
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drawing no. W12-08
sheet 5 of 9



PRODUCT REVISED
as complying with the Florida Building Code
NOA No. 20-1007.08
Expiration Date 03/20/2024
By
Miami-Dade Product Control

DEC 30 2020

JALAL FAROOQ LICENSE No. 81223 STATE OF FLORIDA PROFESSIONAL ENGINEER

SIDELITE DETAILS

afc
AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173 (C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-6978
COMP-ANL\W12-08ECO

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ECO WINDOW SYSTEMS, LLC.
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TEL. (305) 885-5299 FAX (305) 885-5902

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date: 02-13-12
scale: 3/8" = 1"
dr. by: TARIQ
chk. by:
drawing no. W12-08
sheet 6 of 9

ITEM #	PART #	REQD.	DESCRIPTION	MATERIAL	MANF./SUPPLIER/REMARKS
1	E601	–	DOOR FRAME HEAD/SILL	6063–T6	–
2	E602	–	FRAME COVER	6063–T6	–
3	E603	–	DOOR FRAME JAMB	6063–T6	–
4	E604	–	SIDELITE TOP & BOTTOM FRAME	6063–T6	–
4A	E626	–	SIDELITE 9" BOTTOM FRAME	6063–T6	–
5	E605	–	SIDELITE FRAME JAMB	6063–T6	–
6	E606	–	SIDELITE SLIP ON JAMB	6063–T6	–
7	E607	–	LEAF TOP & BOTTOM RAIL	6063–T6	–
7A	E625	–	LEAF 9" BOTTOM RAIL	6063–T6	–
8	E608	–	LEAF W'STRIP ADAPTER	6063–T6	–
9	E609	–	LEAF HINGE STILE	6063–T6	–
10	E610	–	LEAF LOCK STILE	6063–T6	–
11	E611	–	LEAF ASTRAGAL STILE	6063–T6	–
12	E612	–	LEAF ALIGNMENT BRACKET	6063–T6	–
13	E613	–	LEAF CLAMP	6063–T6	4–1/4" LONG
13A	E613	–	HINGE BACK–UP PLATE	6063–T6	12" LONG
14	E614	–	GLAZING BEAD (5/16" LAM. GLASS)	6063–T6	–
14A	E109	–	GLAZING BEAD (7/16" LAM. GLASS)	6063–T6	–
15	E615	–	GLAZING BEAD (INSUL. GLASS)	6063–T6	–
16	E616	–	SNAP COVER	6063–T6	–
17	E613	–	BOLT SUPPORT	6063–T6	NOT SHOWN
18	–	AS REQD.	SIDELITE MULLION REINFORCING	6063–T6	–
19	FD–107	3/ LEAF	BUTT HINGES	ALUMINUM	SULLIVAN & ASSOC.
20	FB1202	–	FLUSH BOLT LEVER	–	SULLIVAN & ASSOC.
21	FBR914SS	–	CONCEALED FLUSH BOLT ROD	ST STEEL	SULLIVAN & ASSOC.
22	#12 SMS	AS REQD.	FRAME ASSEMBLY SCREWS	–	–
23	#12 X 3/4"	–	HINGE INSTALLATION FASTENERS	–	FH SMS
24	–	–	3/8" DIA. THREADED ROD	STEEL	–
25	W11323	–	PILE W'STRIPPING	WOOL	ULTRAFAB
26	E20618–KN–3020	–	BULB W'STRIPPING	SANTOPRENE	EPDM
27	E206	–	GLAZING BEAD BULB	SANTOPRENE	ULTRAFAB
28	–	–	GLASS SPACER	SILICONE	FRANK LOWE RUBBER CO.
29	E622	–	FLUSH BOLT CUP	NYLON	–
30	DL01RC	–	BLACK BOLT SUPPORT BLOCK	POLYETHYLENE	INTERLOCK
31	DL01WB	–	WHITE BOLT SUPPORT BLOCK	POLYETHYLENE	ACME PLASTIC
33	#10 X 3/4"	2/ ADAPTER	FH SELF DRILLING SCREWS	–	–
34	–	2/ LITE	SETTING BLOCK, 1/4" X 1/2" X 4" LONG	EPDM	AT 6" FROM EACH END, DUROMETER 80±5
35	–	2/ LITE	SETTING BLOCK, 1/4" X 3/4" X 4" LONG	EPDM	AT 6" FROM EACH END, DUROMETER 80±5

PRODUCT REVISED
as complying with the Florida Building Code
NOA–No. 20-1007.08
Expiration Date 03/20/2024
By Ishaq I Ghanchi
Miami–Dade Product Control

SEALANTS:

ALL JOINTS AND FRAME CONNECTIONS SEALED WITH SCHNEE MOREHEAD JM5504 SEALANT.

DEC 30 2020

JALAL FAROOQ LICENSE No. 81223 STATE OF FLORIDA PROFESSIONAL ENGINEER

afc

AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173 (C.A.N. 3538)
TEL. (305) 264-8100 FAX. (305) 262-6978

COMP–ANL\W12–08ECO

SERIES 600 ALUM OUTSWING ENTRANCE DOOR (L.M.I.)

ECO WINDOW SYSTEMS, LLC.
8502 N.W. 80th STREET
MEDLEY, FL. 33166
TEL. (305) 885–5299 FAX (305) 885–5902

revisions:

no	date	by	description
C	08.02.15		REV PER RER COMMENTS
D	11.09.17		UPDATED TO 2017 FBC
E	03.15.18		NO CHANGE THIS SHEET
F	09.29.20		UPDATED TO 2020 FBC

date: 02–13–12
scale: 3/8" = 1'
dr. by: TARIQ
chk. by:

drawing no. W12–08
sheet 7 of 9

LOCKS:

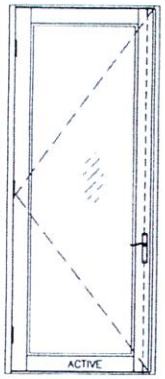
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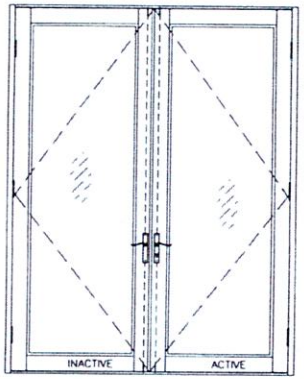
ACTIVE LEAF:

4 POINT LOCK ASSEMBLY DL01-6007 BY 'INTERLOCK USA INC.'
(2) LOCKING POINTS ENGAGING AT INACTIVE LEAF AT STRIKE PLATE
1/2" DIA. THROW BOLT (1) AT TOP ENGAGING FRAME HEAD
AND (1) AT BOTOOM ENGAGING FRAME SILL
THROW BOLTS ATTACHED TO LOCK BY 3/8" CONNECTING RODS
LOCK HANDLE LOCATED AT 42-1/2" FROM BOTTOM

INACTIVE LEAF:

2 POINT LOCK ASSEMBLY BY 'INTERLOCK USA INC.'
1/2" DIA. THROW BOLTS AT TOP AND BOTTOM ENGAGING FRAME
HEAD AND FRAME SILL
THROW BOLTS ATTACHED TO LOCK BY 3/8" CONNECTING RODS
LOCK LOCATED AT 42-1/2" FROM BOTTOM





OPTION #2:

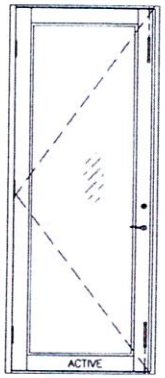
ACTIVE LEAF:

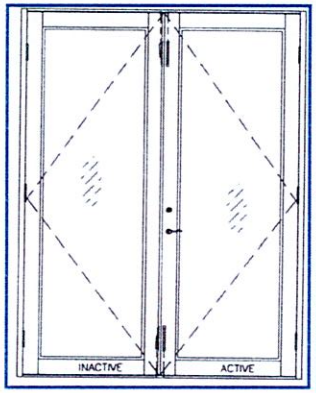
CONVENTIONAL DOOR LOCKSET WITH HANDLE
DELTA 690 BY 'KWIKSET' LOCATED AT 39-1/4" FROM BOTTOM
KEY OPERATED ON EXTERIOR AND THUMB TURN ON
INTERIOR THROW BOLT LOCATED AT 44-3/4" FROM BOTTOM

CONCEALED FLUSH BOLTS BY 'SULLIVAN & ASSOC.'
1/2" X 2" THROW BOLTS ENGAGING FRAME AT HEAD AND SILL
MANUALLY OPERATED LEVERS MOUNTED ON STILE FACE
LOCATED AT 10-5/8" FROM TOP AND BOTTOM
LOCK FASTENED TO STILE WITH (2) #8-32 X 1/2" FH MS

INACTIVE LEAF:

CONCEALED FLUSH BOLTS BY 'SULLIVAN & ASSOC.'
1/2" X 2" THROW BOLTS ENGAGING FRAME AT HEAD AND SILL
MANUALLY OPERATED LEVERS MOUNTED ON INSIDE FACE
OF LEAF STILE LOCATED AT 10-5/8" FROM TOP AND BOTTOM
LOCK FASTENED TO STILE WITH (2) #8-32 X 1/2" FH MS





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Expiration Date 03/20/2024
By Ishaq I. Chanda
Miami-Dade Product Control

HINGES:

3-1/2" X 7-5/8" X .122" THK. EXTRUDED ALUM HINGE
PART #FD-107 BY SULLIVAN & ASSOC.
3 HINGES PER LEAF
BOTTOM HINGE AT 10-1/4" FROM BOTTOM
TOP HINGE AT 11-3/4" FROM TOP
CENTER HINGE AT MIDSPAN (38" O.C. MAX.)
HINGES FASTENED WITH #10 X 1" FH SMS
(5) SCREWS AT HINGE STILE
(6) SCREWS AT FRAME JAMB

DEC 30 2020

JALAL FAROOQ LICENSE No. 81223 STATE OF FLORIDA PROFESSIONAL ENGINEER

AL-FAROOQ CORPORATION
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COMP-ANL\W12-08ECO

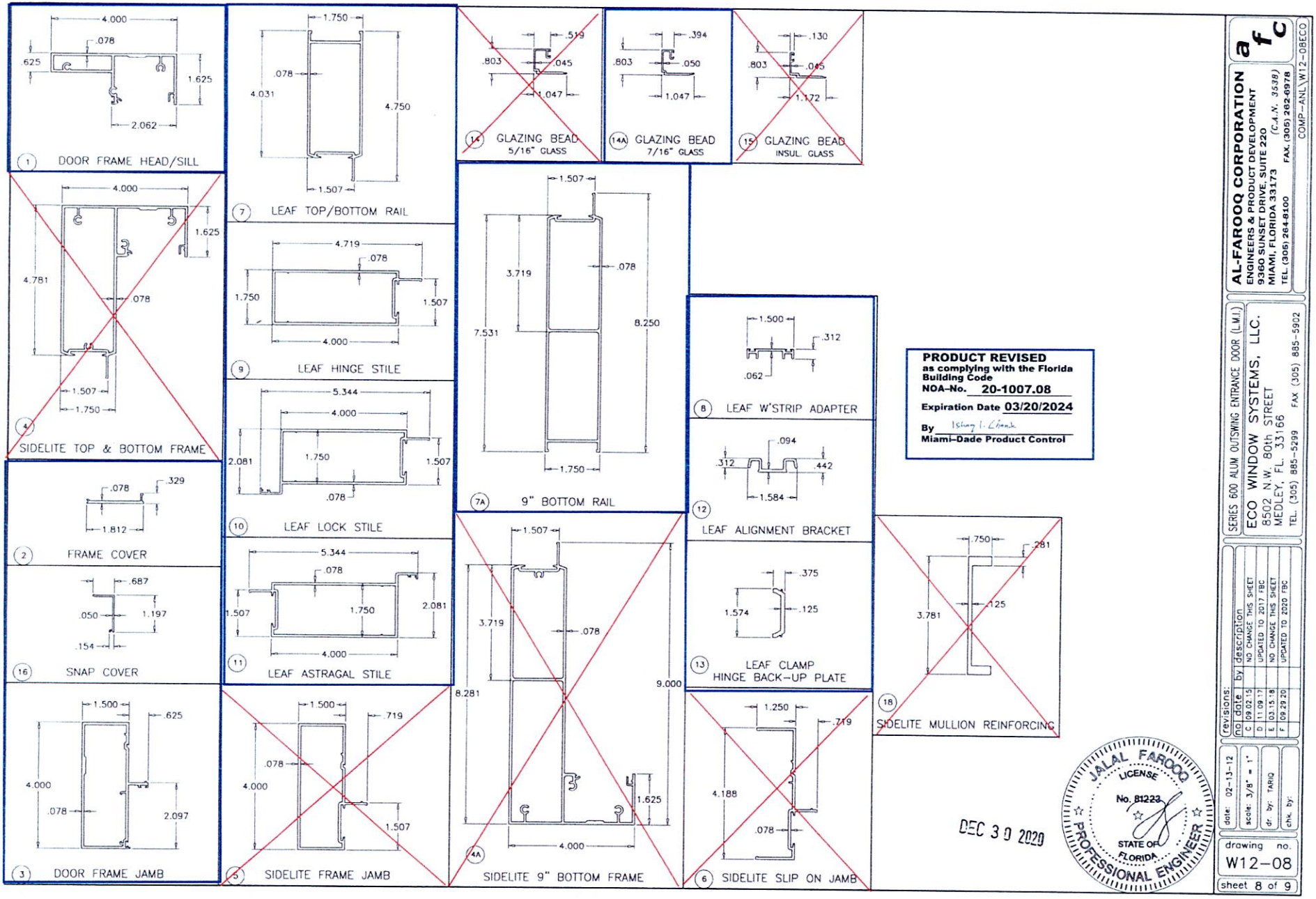
SERIES 600 ALUM OUTSWING ENTRANCE DOOR (L.M.I.)

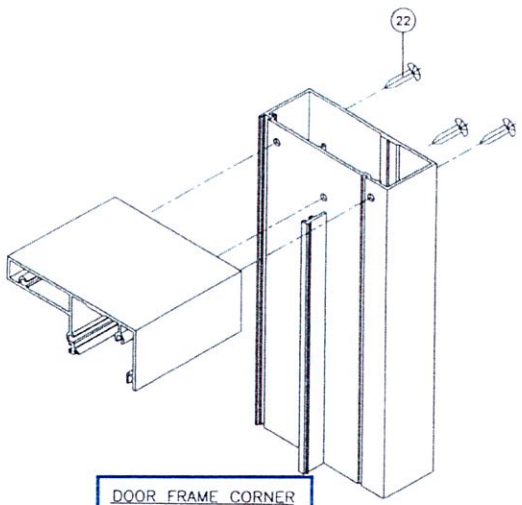
ECO WINDOW SYSTEMS, LLC.
8502 N.W. 80th STREET
MEDLEY, FL. 33166
TEL. (305) 885-5299 FAX (305) 885-5902

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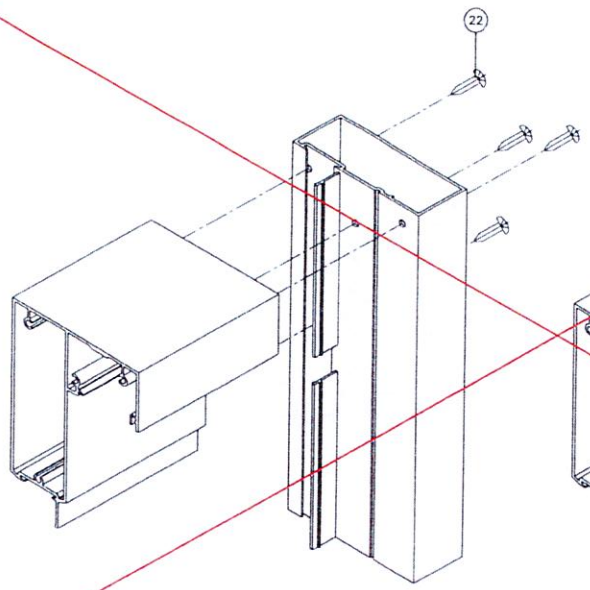
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dr. by: TARIQ
chk. by:

drawing no. W12-08
sheet 7.1 of 9

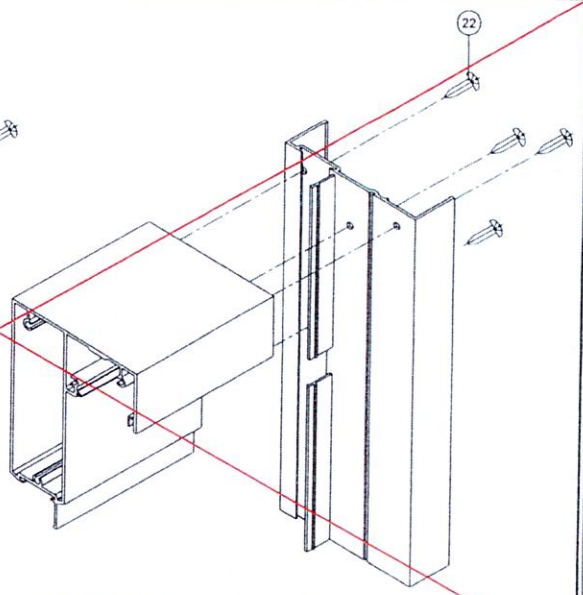

1 DOOR FRAME HEAD/SILL
4.000
.078
.625
1.625
2.062
4 SIDELITE TOP & BOTTOM FRAME
4.781
1.507
1.750
2 FRAME COVER
.329
1.812
16 SNAP COVER
.687
1.197
.050
.154
3 DOOR FRAME JAMB
.625
2.097
7 LEAF TOP/BOTTOM RAIL
4.031
4.750
1.507
9 LEAF HINGE STILE
4.719
1.750
10 LEAF LOCK STILE
5.344
2.081
11 LEAF ASTRAGAL STILE
5 SIDELITE FRAME JAMB
.719
14 GLAZING BEAD 5/16" GLASS
.519
.803
.045
1.047
14A GLAZING BEAD 7/16" GLASS
.394
.050
15 GLAZING BEAD INSUL. GLASS
.130
1.172
7A 9" BOTTOM RAIL
3.719
7.531
8.250
4A SIDELITE 9" BOTTOM FRAME
8.281
9.000
8 LEAF W'STRIP ADAPTER
.312
.062
12 LEAF ALIGNMENT BRACKET
.094
.442
1.584
13 LEAF CLAMP HINGE BACK-UP PLATE
.375
1.574
.125
6 SIDELITE SLIP ON JAMB
1.250
4.188
18 SIDELITE MULLION REINFORCING
.281
3.781
PRODUCT REVISED
as complying with the Florida Building Code
NOA-No. 20-1007.08
Expiration Date 03/20/2024
By
Miami-Dade Product Control
DEC 30 2020
JALAL FAROOQ
LICENSE
No. 81223
STATE OF FLORIDA
PROFESSIONAL ENGINEER
AL-FAROOQ CORPORATION
ENGINEERS & PRODUCT DEVELOPMENT
9360 SUNSET DRIVE, SUITE 220
MIAMI, FLORIDA 33173
(C.A.N. 3538)
TEL. (305) 264-8100
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COMP-ANL\W12-08ECO
SERIES 600 ALUM OUTSWING ENTRANCE DOOR (L.M.I.)
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drawing no.
W12-08
sheet 8 of 9



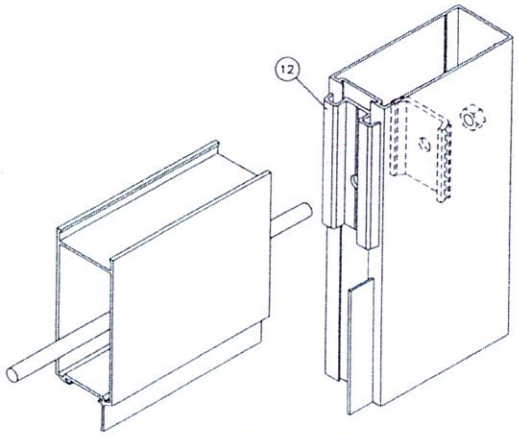
DOOR FRAME CORNER



SIDELITE FRAME CORNER



SIDELITE MULLION SLIP ON JAMB CORNER



LEAF CORNER

PRODUCT REVISED
as complying with the Florida Building Code
NOA–No. 20-1007.08
Expiration Date 03/20/2024
By Ishaq I. Chaudhry
Miami–Dade Product Control

DEC 30 2020

JALAL FAROOQ LICENSE No. 81223 STATE OF FLORIDA PROFESSIONAL ENGINEER

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COMP–ANL W12–08ECO

SERIES 600 ALUM OUTSWING ENTRANCE DOOR (L.M.I.)

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dr. by: TARIQ
chk. by:

drawing no.
W12–08
sheet 9 of 9

Sponsored by: City Manager

RESOLUTION NO. 17-9428

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, IN THE ABSENCE OF A QUORUM OF THE HISTORIC PRESERVATION BOARD, AUTHORIZING THE CITY MANAGER TO ISSUE A SPECIAL CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE LOCATED AT 111 PERVIZ AVENUE IN OPA-LOCKA, FLORIDA REMOVING IT FROM THE OPA-LOCKA HISTORIC REGISTRY AND ALLOWING ITS DEMOLITION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") established the Opa-Locka Historic Preservation Board by Ordinance 81-13 for the purpose of protecting and perpetuating properties worthy of historic preservation; and

WHEREAS, the City adopted Ordinance 15-03, amending Ordinance 81-13, allowing the City Manager to issue regular and special certificates of appropriateness, subject to the approval of a majority of the City Commission and in the absence of a quorum of the Historic Environmental Preservation Board Avenue; and

WHEREAS, Ordinance 91-2 identified the property at 111 Perviz Avenue, Opa-Locka, Florida ("Property") as exemplifying the Arabian Motif and protecting it as a historic landmark; and

WHEREAS, the Property, through neglect, became dilapidated and has been vacant with no licensed activity since 2004; and

WHEREAS, on September 10, 2017 Hurricane Irma severely damaged the neglected structure and portions of the Property collapsed and fell onto Perviz Avenue; and

WHEREAS, City Commission of the City of Opa-Locka, Florida to finds that it is in the best interest of the City to authorize the City Manager to issue a special certificate of appropriateness.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED
The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION
The City Commission hereby authorizes the City Manager to issue a special certificate of appropriateness for the structure located at 111 Perviz Avenue in Opa-Locka, Florida removing it from the Opa-Locka Historic Registry and allowing its demolition

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE
This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED AND ADOPTED this 8th day of November, 2017.

Myra L. Taylor
Mayor

Attest to:

Joanna Flores
City Clerk

Approved as to form and legal sufficiency:

Vincent T. Brown, Esq.
The Brown Law Group, LLC
City Attorney

Moved by:	COMMISSIONER RILEY
Seconded by:	COMMISSIONER HOLMES
Commissioner Vote:	4-1
Commissioner Holmes:	YES
Commissioner Riley:	YES
Commissioner Pigatt:	NO
Vice Mayor Kelley:	YES
Mayor Taylor:	YES

Sponsored by: Interim City Manager

RESOLUTION NO. 22- _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE INTERIM CITY MANAGER TO ISSUE A SPECIAL CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 910 JANN AVENUE WITHIN THE CITY, TO ALLOW FOR THE CLOSURE OF THE TERRACE, A SECONDARY LIVING UNIT IN REAR OF PROPERTY, PAVERS, A PERGOLA, INTERIOR RENOVATIONS AND ROOF REPAIRS ON THIS REGISTERED HISTORIC PROPERTY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka, Florida, ("City") has established a Historic Preservation Ordinance, and established the Historic Environmental Tree Preservation Board ("HEPB"), by Ordinance 16-13, in order to preserve and protect the City's historic and cultural heritage and to foster civic pride; and

WHEREAS, the Historic Environmental Preservation Board was also established to protect the green environment and preserve the trees in the City in order to support Arbor Day principles; and

WHEREAS, as required by Miami-Dade County in order to maintain a separate, independent Historic Preservation Ordinance, the City practices a fully functional process and has adopted Ordinance 2022-02 to establish minimum standards for municipal historic preservation programs, as set forth in the Miami-Dade County Historic Preservation Ordinance Section 16A-3.1; and

WHEREAS, the Historic Preservation Ordinance permits issuance of a Special Certificate of Appropriateness for a building permit to allow for the closure of the terrace, a secondary living unit in rear of property, pavers, a pergola, interior renovations and roof repairs on the structure at 910 Jann Avenue, within the City, after an approval recommendation by the Historic Environmental Preservation Board, and review and approval by the City Commission in accordance with Ordinance 2022-02; and

WHEREAS, on November 17, 2022, the Historic Environmental Preservation Board met to discuss the instant project and to consider a request for a certificate of appropriateness approval for the structure at 910 Jann Avenue to allow for the closure of the terrace, for the secondary living unit in rear of property, for the pavers, for the

pergola, for the interior renovations and for the roof repairs on this registered historic property; and

WHEREAS, the instant project was not presented, however, due to lack of quorum of the Board; and

WHEREAS, pursuant to Ordinance 15-03, in the absence of a quorum of the HEPB the City Manager may issue Regular or Special Certificate of Appropriateness, subject to a majority vote of the City Commission; and

WHEREAS, the Interim City Manager recommends issuance of a Special Certificate of Appropriateness on the structure at 910 Jann Avenue, as described herein; and

WHEREAS, the City Commission finds it in the best interest of the City and residents to issue a Special Certificate of Appropriateness for the structure at 910 Jann Avenue, as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AS FOLLOWS:

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. The City Commission hereby accepts the recommendation of the Interim City Manager to issue a Special Certificate of Appropriateness for the structure at 910 Jann Avenue to allow for the closure of the terrace, a secondary living unit in rear of property, pavers, a pergola, interior renovations and roof repairs on the structure at 910 Jann Avenue on this registered historic property.

Section 3. If any clause, section, or other part or application of this Resolution is held by any court of competent jurisdiction to be unconditional or invalid, in part or in application, it shall not affect the validity of the remaining portions or application of this Resolution.

Section 4. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

Section 5. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature**			
Commission Meeting Date:	December 14, 2022		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
					X		
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
					X			X
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
					X			
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X							
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE RECOMMENDATION OF THE CITY MANAGER TO ISSUE A SPECIAL CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 910 JANN AVENUE FOR THE CLOSURE OF THE TERRACE, FOR THE SECONDARY LIVING UNIT IN REAR OF PROPERTY, FOR THE PAVERS, FOR THE PERGOLA, FOR THE INTERIOR RENOVATIONS AND FOR THE ROOF REPAIRS ON THIS REGISTERED HISTORIC PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City has adopted Ordinance 22-02 to establish minimum standards for municipal historic preservation programs and in agreement with Miami-Dade County Historic Preservation Ordinance Section 16A-3.1. The Historic Environmental Preservation Board per Ordinance 22-02, Section 2-570.84 (2) (B) *Special Certificate of Appropriateness:* "For all applications for a special certificate of appropriateness involving the demolition, removal, reconstruction or new construction at an individual site or in a district, a special

certificate of appropriateness is required that is issued by recommendation of the Historic Environmental Preservation Board" and review and approval by the City Commission. The Historic Environmental Preservation Board scheduled a meeting for November 17, 2022 to discuss current projects and to consider a request for a certificate of appropriateness approval for the structure at 910 Jann Avenue to allow for the closure of the terrace, for the secondary living unit in rear of property, for the pavers, for the pergola, for the interior renovations and for the roof repairs on this registered historic property. This request was not presented to the Historic Environmental Preservation Board at the scheduled November 17, 2022 meeting because of a lack of quorum. According to Ordinance 15-03 in the absence of a quorum of the HEPB the City Manager is authorized to recommend the issuance of a Special Certificate of Appropriateness as requested by the property owner.

BACKGROUND:

The City of Opa-locka established the Opa-locka Historic Preservation Board by Ordinance 81-13 for the purpose of protecting and perpetuating properties worthy of historic preservation. The City adopted Resolution 91-01 and Ordinance 91-02 to identify the properties in the City that were deemed outstanding examples of Moorish architecture, that were built based on the original plans as designed by its founder, Glenn Curtiss and to establish a list of properties that meet the requirements for being of historical, cultural, architectural and archeological significance which included the property at 432 Opa-locka Boulevard. The City Commission has determined that it is in the best interests and welfare of the City of Opa-locka and its residents to enact an ordinance that establishes a board that performs the functions of both the Historic Preservation Board ad the Environmental Tree Board. The City established the Historic Environmental Preservation Board pursuant to Ordinance 16-13 on October 12, 2016 in order to preserve and protect the City's historic and cultural heritage and foster civic pride. The Historic Environmental Preservation Board was also established to protect the green environment within the City, especially, the preservation of its trees in order to support Arbor Day principles. The Historic Environmental Preservation Board held a meeting on January 28, 2021 to introduce new board members, establish Board Chair and Vice-Chair, and to improvements to the HEPB. Pursuant to Planning & Community Development Department Director & Staff meeting with Miami Dade County Historic Preservation Chief, we received notice that independent municipal historic preservation programs were required to adopt the minimum standards as provided by Miami-Dade County regulations, Chapter 16A-3.1. The City Historic Environmental Preservation Legislation, Chapter 2 Article XI, Division 13, Sec 2-570.81 and Sec. 2-570.82 of the City Code of Ordinances concerning the composition, term of office, qualifications, organization, meeting, records standards and established duties and responsibilities of the HEPB.

Financial Impact

The City will receive permit fees associated with ensuring the preservation of this building.

Proposed Action:

Staff recommended approval of this Resolution

Attachment:

Draft Resolution for a Certificate of Appropriateness – Building Permit Improvements
Ordinance 22-02 HEP Board Min. Standards
Ordinance 15-03
HEPB Application for Certificate of Appropriateness-for 910 Jann Avenue
Building Plans for Roof repairs and the renovations in the permit(s)

Sponsored by: City Manager

RESOLUTION NO. 17-9428

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, IN THE ABSENCE OF A QUORUM OF THE HISTORIC PRESERVATION BOARD, AUTHORIZING THE CITY MANAGER TO ISSUE A SPECIAL CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE LOCATED AT 111 PERVIZ AVENUE IN OPA-LOCKA, FLORIDA REMOVING IT FROM THE OPA-LOCKA HISTORIC REGISTRY AND ALLOWING ITS DEMOLITION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") established the Opa-Locka Historic Preservation Board by Ordinance 81-13 for the purpose of protecting and perpetuating properties worthy of historic preservation; and

WHEREAS, the City adopted Ordinance 15-03, amending Ordinance 81-13, allowing the City Manager to issue regular and special certificates of appropriateness, subject to the approval of a majority of the City Commission and in the absence of a quorum of the Historic Environmental Preservation Board Avenue; and

WHEREAS, Ordinance 91-2 identified the property at 111 Perviz Avenue, Opa-Locka, Florida ("Property") as exemplifying the Arabian Motif and protecting it as a historic landmark; and

WHEREAS, the Property, through neglect, became dilapidated and has been vacant with no licensed activity since 2004; and

WHEREAS, on September 10, 2017 Hurricane Irma severely damaged the neglected structure and portions of the Property collapsed and fell onto Perviz Avenue; and

WHEREAS, City Commission of the City of Opa-Locka, Florida to finds that it is in the best interest of the City to authorize the City Manager to issue a special certificate of appropriateness.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED
The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION
The City Commission hereby authorizes the City Manager to issue a special certificate of appropriateness for the structure located at 111 Perviz Avenue in Opa-Locka, Florida removing it from the Opa-Locka Historic Registry and allowing its demolition

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE
This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED AND ADOPTED this 8th day of November, 2017.

Myra L. Taylor
Mayor

Attest to:

Joanna Flores
City Clerk

Approved as to form and legal sufficiency:

Vincent T. Brown, Esq.
The Brown Law Group, LLC
City Attorney

Moved by:	COMMISSIONER RILEY
Seconded by:	COMMISSIONER HOLMES
Commissioner Vote:	4-1
Commissioner Holmes:	YES
Commissioner Riley:	YES
Commissioner Pigatt:	NO
Vice Mayor Kelley:	YES
Mayor Taylor:	YES

Google Maps 910 Jann Ave

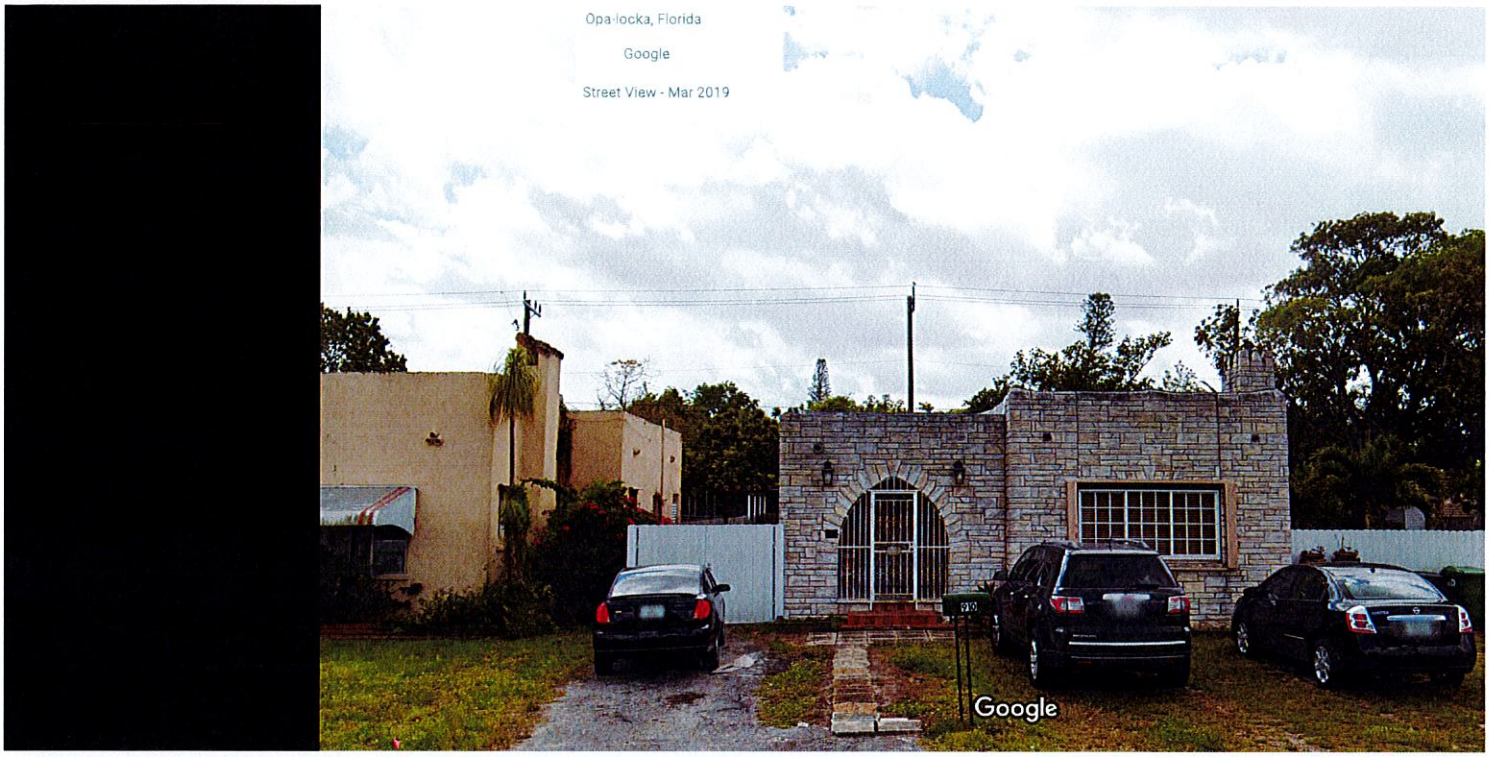
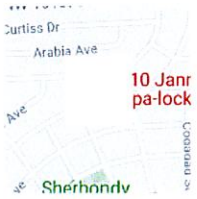


Image capture: Mar 2019 © 2022 Google



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CHECK LANE! CHECK LANE

The Opa-locka Historic Environmental Preservation

HEPB Summary Minutes

HEPB Meeting

Thursday, September 22, 2022
7:00 P.M.

CALL TO ORDER
Mr. Gay called the Historic Environmental Preservation Board Meeting to order at 7:06 p.m. on Thursday, September 22, 2022.

An opportunity was given to the public to email the HEPB Clerk prior to the HEPB Meeting with any questions/comments/concerns on items we will hear on this evening's HEPB agenda.

- **ROLL CALL:**

The following members of the Opa-locka HEP Board were present: Chairwoman Mykeshia Fenn, Board Member Zamarr Brown, Board Member Romer Ferguson III, Board Member Frances Dolly McIntyre, Board Member Alexander Van Mecl, Board Member George Suarez, and Board Member Nikisha Williams. Also present were Board Attorney Candice Cobb, HEPB Manager, Gregory Gay, HEPB Staff, Gerald Lee, and HEP Board Clerk Kinshannta Hall.

Absent Board Members: Vice Chair Otis Alexander, & Board Member Nikitta Nixon.

- **PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was recited in unison.

Chairwoman Fenn: Are there any add-ons?

HEPB Clerk Hall: I haven't received any comments, phone calls, or emails from the Public and there are no add-ons either.

***(There were no add on items.)**

Board Member Romer Ferguson III moved to approve April 14, 2022, HEPB reading minutes. Board Member Nikisha Williams second. The reading minutes from April 14, 2022, HEPB meeting were approved.

*Board Member Zamarr Brown & Board Member Alexander Van Mecl abstained from voting on the reading minutes due to not being in attendance.

There being no discussion, the motion passed by a 3-0 vote.

Romer Ferguson III	Yes
Nikisha Williams	Yes
Chairwoman Fenn	Yes

(Public Comments)

There were no Public Comments, Therefore Public Comments closed.

*Board Member Frances MacIntyre joined the meeting at 7:15pm.

*Board Member George Suarez joined the meeting at 7:53pm.

Resolutions

A RESOLUTION OF THE CITY OF OPA-LOCKA HISTORIC ENVIRONMENTAL PRESERVATION BOARD, APPROVING ISSUANCE OF A SPECIAL CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 910 JANN AVENUE TO ALLOW FOR THE CLOSURE OF THE TERRACE; APPROVING PAVERS, A PERGOLA, AND INTERIOR RENOVATIONS ON REGISTERED HISTORIC PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gay: On this item the applicants nor there, consultants are not here. Although they did provide us substantial information within the packet, I will leave it up to your discretion if you want to move forward on this item or defer it upon the applicants can be present to make a proper presentation.

Board Member Williams: Do they have to be present?

Mr. Gay: No. They don't have to be present.

Board Member Williams: Can we get a presentation from staff regarding this item.

Mr. Gay: Mr. Lee will provide a summary of this application and I'll sum it up as well. This is an item where the property owners made some modifications to there property a while ago. They did not go through the proper process. This is a historic registered property within the city of Opa-locka. We felt it would be best to bring this application before you so that they can receive their certificate of appropriateness.

Mr. Lee: I would like to add that this is to legalize the changes they made on the historic property. They did go through the proper process as far as permitting is concerned but they didn't get any approval from this board. They have agreed to wait for the finalization of the permitting they did and to have everything straight by bringing it to you all to be approved.

Board Member Zamarr Brown: I don't see any original photos so I can't see how the house looked originally. Is it possible that they can bring back photos? It doesn't give me enough information to make a decision.

Board Member Van Mecl: As it relates to this resolution, I think we are in an awkward position. An addition that can be seen from the street which is in the backside of this property. This terrace has some visibility from Jann Avenue. In my opinion I can appreciate a conversation in or around photos of once what was versus what has been done. this is an opportunity that staff can comment on. This is in fact a new add on. Much of the work has been done. I can empathize with the homeowner except that they didn't do the process correctly from the onset. I empathize with their desire to move forwards with new additions not changes to the original structures as it relates to the exterior façade and the curbside appeal of the home.

Chairwoman Fenn: Any comments or suggestions board members?

Board Member Ferguson: We have visited this situation before, and we had asked for the pictures to be presented of the dwelling which we have received today at this meeting. My concern is now we are dealing with the interior and not the exterior of the home because we came to an agreement that the exterior was not changed to much the damage of the foundation and the structure of the home that we would move forward. Am I correct?

Chairwoman Fenn: Yes, that was my understanding.

Mr. Gay: We are only dealing with the exterior. We are not dealing with any interior modifications to the property. I know that some interior information was provided but we are mostly concerned with the exterior.

Board Member Ferguson: What conclusions did we reach, are we still inside the perimeters of it being historical?

Mr. Lee: The changes that were made were the closing of the terrace. Most changes that were made are not visual from the street. for the most part the structure except the closing terrace remains as it was. Because it is a historic structure, they wanted to get the certificate of appropriateness for the changes they already made so they can keep it in the records since its historic.

Mr. Gay: The item we are more dealing with is the terrace and the pavers. The terrace was an addition. It's the terrace itself which is the exterior modification that needs to be addressed.

Board Member Williams: I think it's hard to have a discussion on this item when we don't have any photos. I would like to proffer a motion that we postpone this item into our next meeting and that staff will go back and request photos from the applicant. It is hard for this board to make decisions if we don't have all information.

Board Member Brown: It would be nice to provide before and after photos. As part of the permit application process, typically that's usually a requirement to provide photos. Is that not a part of the City of Opa-locka requirements?

Mr. Gay: Yes, it is.

Board Member MacIntyre: I hate to see us continue to defer this item. We don't want the residents to have a negative feel towards our board. I went through a similar case in coconut grove. A few years ago, we replaced the screens with glass windows, so the space be air conditioned. The site was historically designated at the time. Those changes were approved, and it was apart of a evolution over time. My preference would be approved, and it would be helpful to have photos in our packages.

Chairwoman Fenn: As Mr. Lee said it's minimal view to the street. I and I appreciate that you brought that to our attention they will have a negative feel towards our board, and we don't want that. We want to welcome our residents although they did go about it a different way.

Board Member Nikisha Williams moved to defer Item 1 on the agenda and Board Member Romer Ferguson second.

There being no discussion, the motion fails by 3-3 vote.

Zamarr Brown	Yes
Romer Ferguson III	Yes
Frances Dolly McIntyre	No
Alexander Van Mecl	No
Nikisha Williams	Yes
Chairwoman Fenn	No

Board Member Van Mecl: I'm not sure if we have the proper guidelines in place of helping homeowners making the right decision of the preservation guidebook. As it relates to this property at 910 Jann Avenue, I know for a fact that the homeowners had inherited this property. I've done my research on this property. My point is a family that has taken an interest in protecting this home. I think this is an improvement. I echo once again I don't see why this item should be deferred. I do agree with having before and after photos. I don't see why this board would hold this item up.

Mr. Gay: From a staff perspective we recommend approval.

Board Member Williams: We have to understand that we are voting on a resolution more diligence needs to be done from staff.

Board Member Brown: If we approve it what options do we have for conditions? Once we approve it's a done deal.

Mr. Gay: You're basically approving the terrace which is already in condition.

Board Member Brown: Photos are worth a million words.

Mr. Gay: Yes, photos are very important. We can ask the owners who have the before photos. We could make that request. I would recommend we move forward with this item, or we can defer it.

Board Member Brown: The solution would be google earth and you can go year by year which is an option to look up photos.

Board Member Alexander Van Mecl moved to approve Item 1 on the agenda and Board Member Frances MacIntyre second.

There being no discussion, the motion fails by 3-3 vote.

Zamarr Brown	No
Romer Ferguson III	No
Frances Dolly McIntyre	Yes
Alexander Van Mecl	Yes
Nikisha Williams	No
Chairwoman Fenn	Yes

Mr. Gay: Staff will defer this item to get the additional information as requested and bring the item back.

A RESOLUTION OF THE CITY OF OPA-LOCKA HISTORIC ENVIRONMENTAL PRESERVATION BOARD, APPROVING ISSUANCE OF A CERTIFICATE OF APPROPRIATENESS FOR THE STRUCTURE AT 806 JANN AVENUE TO ALLOW FOR ROOF REPLACEMENT ON REGISTERED HISTORIC PROPERTY; PROVIDING FOR AN EFFECTIVE DATE.

Board Member Alexander Van Mecl excused himself due to conflict which he owns 806 Jann Avenue, and he will not participate.

Mr. Lee: This application is for property 806 Jann Avenue. We want to legalize the permit because a roofing issue involves the integrity of the building. The applicant would like to bring this before the board to receive certificate of appropriateness approved by this board.

Mr. Gay: This is an emergency basis we felt it would be appropriate to allow the applicant to go through the process. Staff recommends approval.

Board Member Brown: I think this is lacking photos and exterior photos preferred. If there are no other comments, I will make a motion.

Board Member Zamarr Brown moved to approve Item 2 on the agenda and Board Member Romer Ferguson second.

There being no discussion, the motion passed by a 6-0 vote.

Zamarr Brown	Yes
Romer Ferguson III	Yes
Frances Dolly McIntyre	Yes
George Suarez	Yes
Nikisha Williams	Yes
Chairwoman Fenn	Yes

Ordinance

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE XI, DIVISION 13 ENTITLED "HISTORIC ENVIRONMENTAL PRESERVATION BOARD" TO CREATE NEW SECTION 2-570.87 TO PROVIDE FOR ADMINISTRATIVE REVIEW AND APPROVAL OF CERTIFICATES OF APPROPRIATENESS; PROVIDING FOR A MATRIX CHART DISTINGUISHING ADMINISTRATIVE/STAFF REVIEW FROM SPECIAL REVIEW REQUIRING APPROVAL OF THE CITY COMMISSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gay: There are certain maintenance items there are cases that needs to be moved on. We wanted to present this to you to see where the board maybe thinking in relations to the language.

Board Member Van Mecl: As a homeowner I was faced with identifying deficiencies relating to my roof. My roof was about to collapse. Then I learned myself about the emergency approval process with the help from Adrienne Burke from the county who is an expert in historic preservation. The matrix that is in this packet has already been approved and adopted by the county historic board. It is up to each municipal that has its own historic board to consider to either adopt or make amendments to satisfy the needs of the board.

Board Member MacIntyre: May I make a clarification, Certificate of Appropriateness for routine items are approved by Staff. Special certificate of appropriateness is approved by this board. Historic designations are approved by the City Commission on recommendation of this board. Is that the correct process?

Mr. Gay: That's correct.

Board Member MacIntyre: I have a couple of corrections on the definitions on page seven number twelve interiors are not included in designations unless cited. Number thirteen the national registration of historic places is under the national park service. Under procedure and process number "C" notice to owners I would suggest to changing that to thirty days. I would suggest a notice to property owners within 500 feet of the proposed historic property changes. On page fifteen section four I believe it needs a deadline to file an appeal.

Board Member Williams: I see that there are more changed beyond the matrix. Can you help me understand the changes?

Mr. Gay: In regard to number of meetings held, there regulation is only to have four meetings a year. We recommend at least six times a year. Basically, to stay consistent we will not meet no less than six times a year.

Board Member Brown: How many times have we met this year?

Mr. Gay: We have already four times this year.

Board Member Brown: Is the frequency more than what it needs to be?

Chairwoman Fenn: Every month is not needed to meet.

Mr. Gay: We wanted to have a sense of regularity. As it stands now, we are required to have no less than four meetings per the county orders. We can have as many meetings as we want. There are no restrictions.

Board Member Williams: This is Miami-Dade County matrix, but we can adjust. I'm on page #110. Shutters, windows, and I share with all board members and staff response.

Mr. Gay: This is a lot of information and if it is the will of this board, we can defer this item.

Board Member Suarez: I think we should defer this item so we can look at this information more.

Board Member Zamarr Brown moved to defer Item 3 on the agenda and second by Chairwoman Fenn.

There being no discussion, the motion passed by a 6-0 vote.

Zamarr Brown	Yes
Romer Ferguson III	Yes
Frances Dolly McIntyre	Yes
George Suarez	Yes
Nikisha Williams	Yes
Chairwoman Fenn	Yes

Discussions & Presentations

Mr. Williams: The intent of my office is to provide financial resources to this board and for the use of our residents. It is going to be the request of my office that you meet at least once per month until the end of the year. I need you to provide me with recommendations for historic homes preservation. I'm looking for this board to make a request to my office for funding. Prepare a funding request for a grant program that will be available to our residents that are homeowners of historic homes. I'm very compassionate about this subject and restoring our historic homes. I believe that we can pull some significate resources. We received $8 million dollars from the Biden administration, and I would like to preserve a significant amount of that

to go to this board. I have bullet points I would like for you to be prepared to respond to by your next meeting so I can move forward. I will have staff to submit these to you to have for discussion and consideration.

Get a status on the grant for historic home designation. We would like some process through this board to designate historic homes here in the City of Opa-locka. Once a month come together and provide history of their home.

Provide assistance with grant application if necessary.

Provide administration.

Agree upon a budget request for administration for the development of these markers.

Develop a process for identification of historic homes.

Develop a process for awarding markers for historic homes.

Develop a grant program to aid residents with the restoration of historic homes and prepare a funding request for grant program for the restoration of historic homes.

It is my intent to fund this board and provide resources and welcome this important community and culture.

ADJOURNMENT:

There being no further business to come before the Board, the meeting was adjourned at 8:44pm.

ATTEST:

_____

Kinshannta Hall

Board Clerk

_____

Mykeisha Fenn

Chairperson

Sponsored by: Interim City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH INSITE MARTIN STREET ADS, LLC FOR THE INSTALLATION OF BUS BENCHES / SHELTERS IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") recognizes the need for comfort and convenience in order to accommodate patrons of public transportation within the City; and

WHEREAS, Section 337.408 (1), Florida Statutes provides, in part, that benches or transit shelters, including advertising displayed on benches or transit shelters, may be installed within the right-of-way limits of any municipal, county, or state road, except a limited access highway, provided that such benches or transit shelters are for the comfort or convenience of the general public or are at designated stops on official bus routes; and

WHEREAS, the City desires to grant Insight Martin Street Ads, LLC the right to erect, place, maintain and install bus benches at certain bus stop locations within the City; and

WHEREAS, Insight Martin Street Ads, LLC agrees to maintain ten (10) CITY-owned bus shelters, for a term of five (5) years beginning December, 2022; and

WHEREAS, the City desires to provide bus shelters along bus routes in recognition of public need for comfort and convenience; and

WHEREAS, Section 337.408, Florida Statutes further provides that "a municipality or county may authorize the installation, without public bid, of benches and transit shelters, together with advertising displayed thereon within the right-of-way limits of such roads"; and

WHEREAS, the City Commission desires to authorize the City Manager to execute an Agreement with Insite Martin Street Ads, LLC for installation of bus benches / shelters in a form acceptable to the City Attorney,

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. The City Manager is hereby authorized to enter into and execute an agreement with Insite Martin Street Ads, LLC, for the installation of bus shelters, in a form acceptable to the City Attorney.

Section 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
John Taylor, Mayo

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass ____
Commissioner Kelley ____
Commissioner Williams ____
Vice Mayor Ervin ____
Mayor Taylor ____

City of Opa-locka
Agenda Cover Memo

Department Manager:	Airia Austin			**Department Director Signature:**			
Interim City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*12/14/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#:*	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ■ **Bus. & Economic Dev** □ **Public Safety** ■ **Quality of Education** □ **Qual. of Life & City Image** ■ **Communication** □		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X							
Sponsor Name	City Manager		**Department:** Capital Improvements Program		City Manager			

Short Title:

Bus Bench and Shelter Contract

Staff Summary:

Issue / Recommendation: The City requires a network of well-maintained bus benches and shelters for its residents. Staff recommends the City Commission approve a contract with Insite Martin Street Ads, LLC, D/B/A Insite Street Media to provide these facilities, with the City to derive a very small amount of revenue from advertising displayed on the benches.

Current Activity: Staff has identified Insite Street Media as a firm willing and able to provide these services. Insite Street Media has proposed the following:

1. The contractor will assume responsibility for 28 bus bench and ten City-owned bus shelter sites. It will clean every site at least weekly, and more often if necessary, collecting and disposing of all waste found there and ensuring that grass and other growth in the immediate area doesn't exceed one foot in height. All waste collected will be delivered to the City for the City to dispose of.

2. The contractor will evaluate the condition of the ten City-owned bus shelters and make all necessary repairs, with the City paying for the repairs. In the event of future damage or deterioration, the contractor would make the necessary repairs and charge the City. The contractor would assume oversight responsibility of up to an additional five shelters if the City chose to expand the number of shelters it owns.

3. Within six months of the finalization of this agreement, the contractor will install refurbished bus benches at all 28 locations. The bench installations will be in accordance with all FDOT, Florida Administrative Code (FAC), ADA and other applicable requirements. The contractor will be responsible for ensuring these benches and associated trash receptacles are maintained in good condition at all times and will make repairs or replacements within 72 hours when damage occurs, with the contractor responsible for the cost of these repairs. These benches will have an advertising area on the front surface of the bench backrest. The advertising content will be limited in scope, and if the City finds certain adverting to be objectionable, it will prevail in having it removed.

4. By September, 2024, the contractor will upgrade the benches and receptacles at all 28 sites with modern equipment in a color to be selected by the City, including installing concrete slabs where required. The City will be charged with the cost of installing the slabs with the contractor responsible for the cost of the benches and receptacles.

5. The City will have at least two benches available to it for purposes of communicating messages to the community and possibly more, depending on the number of benches being used by paying advertisers.

6. The contract has a five-year term with two possible one-year renewal periods, consistent with the City's procurement code. The City will be indemnified from liability for any issue arising from a bus bench incident. Since the bus shelters are City-owned, the City won't be indemnified from incidents associated with the shelters.

7. The procurement of these services is based on Florida Statutes 337.408, which indicates in part – "A municipality or county may authorize the installation, without public bid, of benches and transit shelters together with advertising displayed thereon within the right-of-way limits of such roads."

Financial Impact: The City will receive payment based on the success of the benches in attracting paying advertisers. For a bench with a paying advertiser for a month, the City will earn $15 or 20% of the collected revenue for that month, whichever is greater. Over the life of the agreement, this base will grow to from $15 to $17 for a month of bench advertising. It is estimated annually the City will receive approximately $5,000 from this program, which will partially offset the cost of shelter repairs and cost incurred in preparing foundation slabs for the installation of the upgraded bus benches.

Proposed Action:

Staff recommends approval of this resolution to provide the community with attractive, well-maintained bus benches and shelters.

Attachment:

1. Agreement

AGREEMENT FOR BUS BENCHES AND CITY-OWNED BUS SHELTERS

THIS AGREEMENT entered into this _____ day of November, 2022 by and between the CITY OF OPA-LOCKA, a Florida Municipal corporation, hereinafter referred to as "CITY" and INSITE MARTIN STREET ADS, LLC DBA INSITE STREET MEDIA, a Delaware Limited Liability Company, authorized to and doing business in Miami-Dade County, Florida with its principal place of business located at 1835 NW 112th Avenue, Suite 161, Miami, Florida, 33172, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has control of and owns or has the right to use various and numerous locations in its municipal boundaries for the convenience of its citizens as locations for bus stops, where it is desirable to place benches and maintain CITY-owned shelters for the convenience of the public.

WHEREAS, bus benches and CITY-owned shelters are a public utility and convenience and, as such, fulfills a collateral public transportation need.

NOW, THEREFORE:

IN CONSIDERATION of the mutual covenants and agreements herein contained, it is hereby agreed by and between the parties as follows:

1. CITY hereby grants to CONTRACTOR the right to erect, place, maintain and install bus benches at certain official Opa-locka bus stop locations within the CITY, and to maintain ten (10) CITY-owned bus shelters, for a term of five (5) years beginning October _____, 2022 and October _____, 2027, subject to annual review for full compliance with the terms and conditions of this Agreement. This agreement shall automatically renew for an additional two (2) one-year terms if either party fails to give the other written notice of their intent not to renew at least sixty (60) days prior to the expiration of the current term.

2. Benches shall be located in the public rights-of-way as close and convenient as practical to the transit stop. The CITY shall approve the placement of all benches. In no event shall there be more than one (1) bench installed or allowed to remain at any one location without written approval of CITY. Said approval shall be at the CITY's sole discretion.

3. CONTRACTOR agrees to place and maintain trash receptacles at the twenty-eight (28) designated transit bench locations. Under no circumstances shall trash receptacles contain advertising without a written amendment to this Agreement.

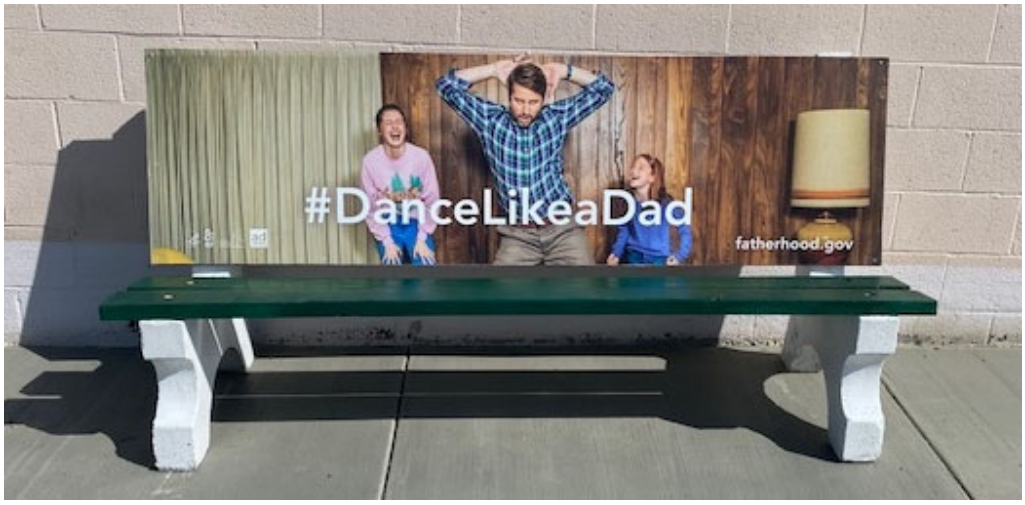
4. The new benches and receptacles shall be installed and substantially completed per the installation schedule listed below:

TRANSIT BENCHES AND TRASH RECEPTACLES:

- Commencing as of Days 1-5 of the Contract: CONTRACTOR will begin cleaning the transit benches, and disposing of any waste on or near the benches, one (1) time per week. If any benches and/or their corresponding trash receptacles, require more

maintenance than the allotted one (1) time per week, then those specific sites will be cleaned two (2) times per week.

- By April 30, 2023: CONTRACTOR will install interim "refurb" transit benches (as shown below) at the twenty-eight (28) designated transit bench locations that meet the required FDOT and ADA minimum standards for bench installations:



- By September 30, 2024: CONTRACTOR will install eleven (11) concrete slabs.
- By September 30, 2024: CONTRACTOR will remove any existing "refurb" transit benches and replace them with either (a) fixed metal benches or (b) "retro" transit benches.
- By September 30, 2024: CONTRACTOR will install new trash receptacles corresponding to all twenty-eight (28) designated transit bench locations.

TRANSIT SHELTERS:

- Commencing as of Days 1-5 of the Contract: CONTRACTOR will launch an after-hours phoneline for CITY staff members to report any damaged transit shelters, during non-business hours. If any damage has been reported, the site will be cleaned-up and secured with caution tape. In the event that any structural damage occurs, it will be the CITY's responsibility to provide the CONTRACTOR with the necessary components to repair the structure. Once the CONTRACTOR has completed the repair work, the CONTRACTOR will be reimbursed out of the Program Flat-Fee / Revenue-Share payment to the CITY.
- Commencing as of Days 1-5 of the Contract: CONTRACTOR will begin cleaning the transit shelters, and disposing of any waste on or near the shelters, one (1) time per week. If any shelter requires more maintenance than the allotted one (1) time per week, then those specific sites will be cleaned two (2) times per week. In the event that CITY elects to install additional shelters, CONTRACTOR will add those shelters to the maintenance routes at no additional cost to CITY, for up to five (5) additional shelter installations.

NOTE: These proposed dates outlined in paragraph 4 and through this agreement are subject to changes due to supply chain disruptions that are out of CONTRACTOR's control.

5. CONTRACTOR shall pay the CITY the greater of twenty percent (20%) of collected revenue, or a flat fee per sold bus bench, per year. The flat fee during Years 1-3 of the program is $15 per sold (and revenue collected) bench per month. The flat fee during Years 4-6 (with Year 6 being the first year of the potential two (2) one-year extension) of the program is $16 per sold (and revenue collected) bench per month. The flat fee during Year 7, (which would the second of the two potential one-year extensions) of the program is $17 per sold (and revenue collected) bench per month. Financial statements will be provided yearly. The frequency of CONTRACTOR's payments to CITY will be annually, and will occur on January 30 for the previous calendar-year. In addition, the CONTRACTOR's payments to CITY will be tabulated after the costs of the concrete slabs and any CITY-owner shelter repairs, which may have been required, are deducted. CONTRACTOR will provide CITY with a written quote for CITY's approval, prior to the concrete slabs being signed off on. Once the CONTRACTOR's costs have been recovered, the revenue share program with the CITY will go into effect. CITY will have the ability, as requested, to audit CONTRACTOR's sales, in order to verify the accuracy of the CONTRACTOR's revenue provided to CITY.

6. Installation of the bus benches and trash receptacles shall comply with all Federal, State, and Local rules and regulations; this shall include compliance with the Americans with Disability Act and applicable Florida Department of Transportation regulations.

7. CONTRACTOR shall install, maintain, and keep in good repair any and all such benches and trash receptacles that are placed in the CITY at CONTRACTOR's expense and at no expense or cost to CITY. Vandalized or otherwise damaged benches and receptacles must be replaced or repaired within seventy-two (72) hours. (This seventy-two (72) hour-window can be adjusted if relevant supply chain issues affect the CONTRACTOR's ability to adequately execute the required services.) The CITY shall in no way be liable to CONTRACTOR for any monies or compensation for the placement of such benches at any bus stop, or any other place whatsoever and the sole compensation to be derived by CONTRACTOR is that which may be derived from such advertising as will appear on such benches. CONTRACTOR shall in no way be liable to CITY for any rentals, monies, profits or returns from any of the bus bench advertising, nor shall CONTRACTOR be made to account for any of the monies or other income that may be derived by CONTRACTOR from such bus bench advertising, except as provided in Paragraph 5 above. CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that might be made against CONTRACTOR or CITY by any person, firm or corporation entering into contract with CONTRACTOR for advertising on such benches.

8. The benches and trash receptacles to be furnished by CONTRACTOR shall be constructed as set forth in the photos and renderings below. Any change in the structure of the benches must be requested in writing with specifications, and approved, in writing, by the City Manager or their designee. The CONTRACTOR's transit benches will comply with the following requirements:

The bench will not be more than 44 inches in height, 28 inches in depth, and 84½ inches in length in accordance with Florida Administrative Code (FAC) and will be constructed to discourage opportunities for sleeping or reclining.

The bench will not have any illumination device, either incorporated into the bench or directed upon the bench, excluding publicly owned streetlights or other existing lights. Advertising spaces will be limited to the front surface of the backrest of transit benches. The area of each advertising space may not exceed 12 square feet. Advertising signage will be constructed of durable, weather-resistance materials, using coatings that withstand environmental elements for the duration

of the ad placement. Benches will be constructed of durable, weather resistant, low maintenance materials, and designed to minimize the possibility of tipping over.

Photo of "Refurb" Transit Bench:

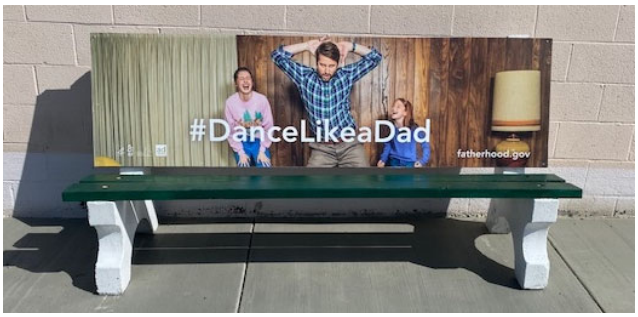
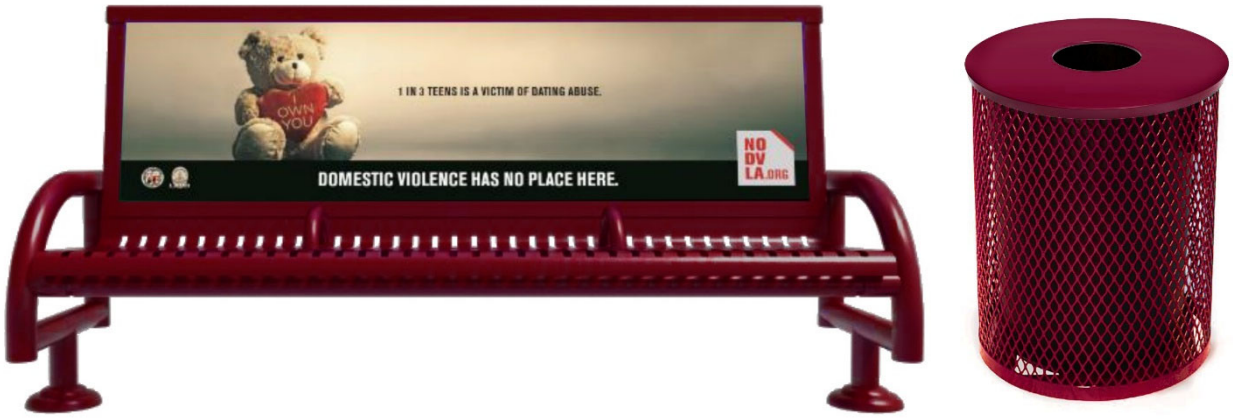


Photo of "Retro" Transit Bench:



Photo of Standard Half-Arm "Fixed Metal" Transit Bench:



Above is a photo of CONTRACTROR's Standard Half-Arm "Fixed Metal" Transit Bench. This Standard Half-Arm Bench will be constructed to meet the CITY's Transit Benches Design and Construction Standards, along with the Florida Administrative Code (FAC) and all ADA Guidelines.

9. At all times, CONTRACTOR shall maintain the benches and CITY-owned shelters in a safe condition and shall make regular inspections to ascertain that all benches and CITY-owned shelters are safe and in good condition. CONTRACTOR shall maintain each bus bench in a good state or repair and appearance, and shall keep the area surrounding each bench and CITY-owned shelter free of debris, high grass (which is hereby defined as grass over twelve (12) inches in height), and other rubbish. As specified in Section 7, CONTRACTOR has seventy-two (72) hours to inspect, repair, and make safe any faulty benches or CITY-owned shelters that are reported or discovered during a regular inspection.

10. CONTRACTOR agrees the area surrounding each bench and CITY-owned shelter must be kept free of debris, and overgrown grass at all times for a radius of ten (10) feet from the center of each bench or CITY-owned shelter. CONTRACTOR shall mow or trim all areas within a ten (10) foot radius of the center each bus bench or CITY-owned shelter with sufficient frequency to ensure that the area is free of overgrown grass at all times, and must also clean inside any hedges within that radius.

CONTRACTOR will be responsible for emptying trash receptacles, and the CITY will provide a location for the CONTRACTOR to dump the collected trash at no cost to the CONTRACTOR.

11. (a). CONTRACTOR agrees to indemnify and hold harmless and defend CITY from and against any and all liability, damage and claims and for any injury or damage to persons or property caused by said benches or by any cause connected with said benches directly or indirectly including but not limited to the acts of CONTRACTOR and/or its agents regarding the installation, condition, maintenance, removal, replacement, renovation or repair of the benches. (Because CONTRACTOR does not own the transit shelters, CONTRACTOR cannot indemnify CITY regarding the installation, condition, maintenance, removal, replacement, renovation or repair of the CITY-owned shelters.)

(b). CONTRACTOR hereby covenants to secure comprehensive general liability insurance in the minimum amount of $1,000,000 per occurrence, bodily injury and property damage combined. This policy as written shall, by its items, include CITY as additional insured, and copies of such insurance policies shall be furnished to CITY by CONTRACTOR.

CONTRACTOR shall provide Worker's Compensation insurance as required by Florida Statute 440. In the event any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation insurance, unless such employees are covered by the protection afforded by the CONTRACTOR.

CONTRACTOR shall maintain Automobile Liability insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in amounts not less than $500,000 combined single limit per occurrence for bodily injury and property damage. No modifications or change in any type of insurance shall be made without thirty (30) days written notice to the CITY.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which are applicable to the operations of the CONTRACTOR in the performance of this Agreement.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida, shall be A.M. Best rated A or higher, and shall be acceptable to the CITY regarding size, financial strength and past performance. They shall be admitted in the State of Florida, and covered by the Florida Guaranty Fund.

Nothing in this provision shall be construed as a waiver of City of Opa-locka sovereign immunity limits pursuant to Section 768.28 Florida Statutes.

12. CONTRACTOR agrees to display messages of civic interest, as approved by CITY, on up to ten percent (10%) of the available benches that don't have active paid-advertising campaigns, for the CITY's own ad campaigns. The CONTRACTOR will provide the CITY with a printer's proof of any CITY related advertisement prior to production. The advertising space is free to the CITY; but there would be a fixed production fee of $50 per poster printed, as well as a one-time $75 artwork set-up fee per campaign. Benches displaying CITY, civic or public service/pro bono (PSA) messaging shall not be defined as "sold" in calculations related to paragraph 5 of this agreement. With the anticipation of thirty (30) transit benches, the CONTRATOR will provide up to three (3) transit benches to CITY's own ad campaigns. In the event that more than three (3) transit benches are not sold, CONTRATOR will make those available to CITY for use.

13. CONTRACTOR shall remove and replace any bench for the purpose of repairing, renovating or replacing upon discovery during regular inspection by the CONTRACTOR or written notice is given by the CITY. CONTRACTOR shall remove, repair, renovate or replace the benches within a reasonable period of time not to exceed seventy-two (72) hours of discovery or notice. All such removal, repair, renovation or replacement shall be at the sole expense of the CONTRACTOR. In the event the bench is not removed, repaired, renovated or replaced within such time, it shall be deemed abandoned and CITY shall have legal title and right to treat the bench in any manner deemed fit, including but not limited to its removal, repair, renovation or replacement at CONTRACTOR's expense.

14. CITY shall have the right to request removal and/or relocation of a bench if the continued maintenance of the bench at the location concerned, will obstruct traffic or create a hazard to public safety, welfare or convenience, or if the abutting property owner or tenant of the adjacent property can justify an objection in writing directed to CITY concerning the continued maintenance of the bus bench at that location.

15. No advertisement or sign on any bench placed as a result of this Agreement shall display the words, "Stop", "Look", "Danger" or any other word, phrase, symbol or character calculated to interfere with, mislead or distract traffic.

16. It is understood and agreed upon by and between the parties that the CITY may cancel/terminate this Agreement without penalty in the event that CITY provides notice to CONTRACTOR with a 60-day cure period from date of notice in the event CONTRACTOR materially disregards the terms or conditions of the Agreement, or does not resolve complaints in a timely manner to be determined at the sole discretion of the CITY. This 60-day right to cure can be adjusted if relevant supply chain issues affect the CONTRACTOR’s ability to adequately execute the required services. Any money paid to CITY in advance shall be retained by CITY, and CITY shall incur no liability whatsoever to those who use ADVERTISER's services.

17. Should CITY question the advertising on any bus benches as being immoral, obscene or lascivious, CITY will so notify CONTRACTOR, and such immoral, obscene or lascivious advertising shall be removed by CONTRACTOR at the request of CITY within a 24-hour period. Should a dispute between CITY and CONTRACTOR arise as to whether the advertising material is considered immoral, obscene or lascivious, the judgment of CITY or its representatives shall prevail, and CONTRACTOR must abide by said decision. Moreover, the CONTRACTOR will not accept any advertising of a political nature.

18. CONTRACTOR agrees that he will defend, indemnify and hold CITY harmless for any damages, costs or legal fees incident to any lawsuits that are brought against CITY by reason of this Agreement.

19. CONTRACTOR agrees to pay, at its sole expense, all costs for the restoration of CITY's sidewalks, curbs and/or landscaping due to damage caused by CONTRACTOR's installation, maintenance, removal, repair, renovation or replacement of the bus benches.

20. CONTRACTOR agrees not to advertise on any bench that the CITY designates as a non-advertising bench as designated prior to installation. In general, it is the CITY's intention to not allow advertising in single-family zoning districts.

21. FORCE MAJEURE. Whenever a force majeure event occurs, during the period of time of that event including the effects of the event after the event has passed, parties to the contract shall not be liable or responsible for contracted items affected by such event. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, Acts of God, insurrection, acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; pandemics; quarantine; restrictions; strikes; civil disturbance; social unrest; freight embargoes or delays in transportation or fabrication, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

22. At the conclusion of the original five (5) year Agreement (or at the conclusion of either the first or second one (1) year extensions), CITY shall have the sole and exclusive right to require the CONTRACTOR to remove all of its benches and related materials from CITY no later than 60 days after receiving written notice from the CITY to do so. Upon the CONTRACTOR's failure to effectuate such removal, the City may consider the materials abandoned and use or dispose of them as it sees fit.

23. At the conclusion of the Agreement including any extensions thereof or in the event of a termination event, the City and Contractor may negotiate a purchase price for the benches. In the event that CITY elects to buy the existing benches from CONTRACTOR and in further event that CONTRACTOR and CITY are unable to agree as to purchase price of same, then the issue of the price of said benches shall be submitted to binding arbitration by the American Arbitration Association of Miami, Florida, for final disposition in accordance with the rules of said association. Any award in arbitration may be entered as a judgment in any court of competent jurisdiction. The costs of such arbitration shall be shared equally by the parties hereto. The costs and maintenance of the benches and CITY-owned shelters during arbitration will be borne by CONTRACTOR.

24. Effective January 1, 2021, public and private employers, contractors and subcontractors are required to register with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

- All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City; and

- By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract

with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

25. All notices required by this Agreement shall be sent to:

AS TO CITY:
OPA-LOCKA CITY MANAGER
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
Copy: City Attorney's Office

AS TO CONTRACTOR:
INSITE MARTIN STREET ADS,
LLC DBA INSITE STREET MEDIA
1835 NW 112th Avenue, Suite #161
Miami, FL 33172

26. The parties expressly agree that this Agreement shall be construed and interpreted in accordance with and subject to the laws of the State of Florida. Miami-Dade County shall constitute the place of venue for all purposes in connection herewith, including the interpretation and enforcement of this Agreement.

27. This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreement, oral or otherwise, regarding the subject matter shall be deemed to exist to bind either of the parties hereto.

IN WITNESS WHEREOF, the CITY OF OPA-LOCKA and INSITE MARTIN STREET ADS, LLC DBA INSITE STREET MEDIA have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

City of Opa-locka, Florida, a Municipal Corporation of the State of Florida.

_____
Keith D. Thompson
InSite Martin Street Ads,
LLC DBA InSite Street Media
Chief Executive Officer

Date Signed: _____

_____
Darvin E. Williams
City of Opa-locka
Interim City Manager

Date Signed: _____

_____
Burnadette Norris-Weeks
City of Opa-locka
City Attorney

Date Signed: _____

_____
Joanna Flores
City of Opa-locka
City Clerk

Date Signed: _____

Sponsored By: Interim City Manager

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. FOR THE DEMOLITION OF THE EXISTING OFFICES AND CONSTRUCTION OF A NEW CITY COMMISSION CHAMBERS AT 780 FISHERMAN STREET (3RD FLOOR) PURSUANT TO RFP NO. 22-1115100 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. FOR SAME, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($149,750.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 23, 2022, the City of Opa-Locka ("City") published Request for Proposals (RFP) No. 22-1115100 to Demolish the Existing Layout Offices and Build the City Commission Chambers at 780 Fisherman Street (Third Floor), within the City; and

WHEREAS, two (2) sealed proposals were received by the City Clerk's Office and certified by the City Clerk on November 16, 2022; and

WHEREAS, the Evaluation Committee reviewed the proposals and subsequently selected Diamanti Construction & Development, Inc. ("Diamanti") as the most responsive responsible bidder; and

WHEREAS, the City Commission finds that acceptance of Diamanti Construction & Development, Inc.'s proposal to demolish the existing layout offices and build the City Commission Chambers at 780 Fisherman Street (Third Floor), within the City and enter into an agreement with said company is in the best interests of the City of Opa-Locka and its residents.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby accepts the proposal of Diamanti Construction & Development, Inc. relating to Request for Proposals (RFP) 22-1115100, to demolish the existing layout offices and build the City Commission Chambers at 780 Fisherman Street (Third Floor), within the City, and further authorize the Interim City Manager to enter into an agreement for same, attached hereto as Exhibit "A", in an amount not to exceed One Hundred Forty-Nine Thousand Seven Hundred Fifty Dollars ($149,750.00).

SECTION 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Director:			**Department Director Signature:**				
City Manager:	Darvin Williams		**CM Signature:**				
Commission Meeting Date:	*12.14.2022*	**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
			X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*	**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*	**Yes**	**No**	**Yes**	**No**
					X		**X**
Funding Source: *Account# :*	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*	**Yes**		**No**	
						X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐	**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X						
Sponsor Name	City Manager		**Department:**	City Manager			

Short Title:

A resolution authorizing the Interim City Manager to accept the proposal of Diamanti Construction & Development, Inc. for demolishment of the existing offices and construction of new City Commission Chambers at 780 Fisherman Street (3rd Floor) pursuant to RFP No. 22-1115100 and further authorizing the Interim City Manager to enter into an agreement with Diamanti Construction & Development, Inc. for these services.

Staff Summary:

Request for Proposals (RFP) 22-1115100 was published on October 23, 2022 for Demolishing and Construction Services.

Two (2) companies submitted proposals/documents which were certified by the City Clerk on November 16, 2022.

The Evaluation Committee reviewed the proposals and subsequently selected Diamanti Construction & Development, Inc. as the most responsive responsible bidder.

The proposals are listed in order from highest to lowest ranking based on Evaluation Committee scoring.

(1st)
Diamanti Construction & Development was ranked first. The company has agreed to engage professionally and efficiently during demolition and renovation activity.

Their team of subcontractors and associates have decades of combined experience in renovation involving commercial, residential, and historic buildings, government offices, gas stations, medical offices, and retail pharmacy.

(2nd)
SAFA Construction, LLC was ranked second. The company has experience in Civil Engineering Construction and leading all functions of Heavy Civil Construction and Project Management.

Financial Impact: Diamanti Construction & Development, Inc. submitted a bid of $149,750 for this project. The adopted FY 23 Annual Budget allocated $100,000 for this project. A budget amendment for this project will be submitted as part of Budget Amendment #1.

Proposed Action:

Staff recommends the City Commission approve the recommendation for Diamanti Construction & Development based on the Selection Committee review, scoring and ranking, and authorize the Interim City Manager to enter into an agreement with said company.

Attachment:

RFP No. 22-1115100
Bid Certification
Committee Evaluation Forms
Bid Proposals

AGREEMENT FOR DEMOLISH THE EXISTING LAYOUT OFFICES AND BUILD THE CITY COMMISSION CHAMBERS

THIS IS AN AGREEMENT, dated the_____day of_____, 2022, between:

THE CITY OF OPA-LOCKA, a Florida municipal corporation,
hereinafter "CITY"

and

DIAMANTI CONSTRUCTION &
DEVELOPMENT, INC.
INCORPORATED
a Florida Corporation, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, andpayments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of a CONTRACTOR to provide the services for a project titled, Demolish the existing layout offices and build the City Commission Chambers.

1.2 CITY finds it necessary to seek a professional, full-service company to demolish the existing layout offices and build the City Commission Chambers.

1.3 CITY issued RFP 22-1115100 (“RFP”), seeking a professional company with the knowledge and ability to perform the services sought.

1.3 At its meeting of December 14, 2022, CITY selected CONTRACTOR to perform services needed that will provide professional full services of a Demolition company.

1.4 Contractor’s firm will be responsible for demolishing the existing layout offices and build the City Commission Chambers. CONTRACTOR’s project team agrees to demonstrate the necessary experience, skills, and understanding for services rendered pursuant to RFP No. 22-1115100.

ARTICLE 2 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Proposals RFP 22-1115100, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", Scope of Services.

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 22-1115100.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR's response to RFP.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFP 22-1115100. The payment for services pursuant to this Agreement shall not exceed One Hundred Forty Nine Thousand Seven Hundred Fifty Dollars ($149,750.00).

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit-sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services havebeen rendered in conformity with the Agreement, the invoice will be sent to theCity of Opa-locka's Finance Department for payment and may need to be subsequently approved by the State of Florida.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the CITY.

D. Final Invoice. In order for both parties herein to close their books and records,the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claimsby the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms ofthe Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY.In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period ofthe contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation

- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed,with minim limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.6 The CONTRACTOR shall hold the CITY, the City of Opa-locka their agents, and employees, harmless on account of claims for damages to persons, property or premisesarising out of the operations to complete this Agreement and name the CITY as an additionalinsured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever onaccount of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR thefees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and allclaims, demands, or causes of action of whatsoever kind or nature, and the resulting losses,costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees,sustained by the CITY or any third party arising out of, or by reason of, or resulting from the

CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

9.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreementas described in Article 2 of this Agreement. Such changes or additional services must be in accordance with a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

9.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 10
TERM AND TERMINATION

10.1 This Agreement shall commence upon execution of this Agreement and shall not exceed six months.

10.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes itto be terminated, he shall indemnify the CITY against any loss pertaining to this terminationup to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 11
CONTRACT DOCUMENTS

11.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFP 22-1115100, Exhibit "A", and the Scope of Services attached hereto as Exhibit “B”.

ARTICLE 12
MISCELLANEOUS

12.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparingsame shall not apply due to the joint contribution of both parties.

12.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR withoutthe prior written consent of CITY. For purposes of this Agreement, any change of ownershipof CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

12.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable.

Such books and records shall be available at all reasonable times for examination and audit by CITY and shall be kept for aperiod of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extentCONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost,all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidentialand exempt. All records stored electronically must be provided to the CITY.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CH. 119, F..S, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS AT: (305) 953-2868; 780 Fisherman Street, Opa-Locka, FL 33054; jflores@opalockafl.gov.

12.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

12.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to payany person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwiserecover the full amount of such fee, commission, percentage, gift or consideration.

12.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail or national delivery service withverified confirmation. If by mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY:	Darvin Williams, Interim City Manager City of Opa-locka Municipal Complex 780 Fisherman Street, Fourth Floor Opa-Locka, FL 33054
Copy To:	Burnadette Norris-Weeks, City Attorney Burnadette Norris-Weeks, P.A. 401 North Avenue of the Arts Fort Lauderdale, Florida 33311
Contractor:	Mohammed S. Islam, President 524 N H Street Lake Worth Beach, FL 33460

12.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalfof the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those asto which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.11 Governing Law. This Agreement shall be governed by the laws of the State of Floridawith venue lying in Miami-Dade County, Florida.

12.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreementshall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

12.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

12.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

12.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construedas a waiver or relinquishment for the future of any such provision, condition, or right, but thesame shall remain in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the dayand year first written above.

City of Opa-Locka

ATTEST:

BY:

Joanna Flores
City Clerk

Darvin Williams
Interim City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

_____ BY:_____
Mohammed S. Islam
President

_____

ATTEST:

_____
SECRETARY

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of_____, for the use and purposes mentioned in it and affixed the official seal ofthe corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at inthe State and County aforesaid on this_____day of_____, 2022.

_____
NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
RFP 22-1115100 ("RFP"),

City of Opa-locka

RFP NO: 22-1115100

REQUEST FOR PROPOSAL (RFP)

DEMOLISH THE EXISTING LAYOUT OFFICES AND BUILD THE CITY COMMISSION CHAMBERS AT 780 FISHERMAN STREET (THIRD FLOOR)

CITY OF OPA-LOCKA
RFP NO. 22-1115100

DEMOLISH THE EXISTING LAYOUT OFFICES AND BUILD
THE CITY COMMISSION CHAMBERS AT
780 FISHERMAN STREET (THIRD FLOOR)

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CITY OF OPA–LOCKA
REQUEST FOR PROPOSALS
RFP NO: 22-1115100

DEMOLISH THE EXISTING LAYOUT OFFICES AND BUILD

THE CITY COMMISSION CHAMBERS AT 780 FISHERMAN STREET (THIRD FLOOR)

Sealed Proposals for the Commission Chambers Project at 780 Fisherman Street, Third Floor will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Tuesday, November 15, 2022 by 1:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP Demolish the Existing Layout and Offices and Build the City Commission Chambers at 780 Fisherman Street (THIRD FLOOR).**

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 22-1115100** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, November 1, 2022 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via zoom. To participate via Zoom, please use the call-in information listed below:

https://us02web.zoom.us/j/88942240018?pwd=cVFwVndyYll4amJldEtLRmJFRXlPUT09
Meeting ID: 889 4224 0018
Passcode: 114705
One tap mobile
+13126266799,,88942240018#,,,,*114705# US (Chicago)
+16465588656,,88942240018#,,,,*114705# US (New York)

Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Washington DC)
+1 309 205 3325 US
+1 669 900 9128 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US
Find your local number: https://us02web.zoom.us/u/kc9QtI0Lzq

Joanna Flores, CMC
City Clerk

RFP NO. 22-1115100

DEMOLISH THE EXISTING LAYOUT OFFICES AND BUILD

THE CITY COMMISSION CHAMBERS AT 780 FISHERMAN STREET (THIRD FLOOR)

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional companies to provide and serve as project general contractor associated with **Demolishing the Existing Layout and Offices and Build the City Commission Chambers at 780 Fisherman Street (THIRD FLOOR).**

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 1:00 pm on Tuesday, November 15, 2022. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 22-1115100 – Demolish the Existing Layout and Offices and Build the City Commission Chambers at 780 Fisherman Street (THIRD FLOOR).** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD or USB in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal

working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4.The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

PART II

MINIMUM SPECIFICATIONS
SCOPE OF SERVICES:

The City of Opa-locka requests proposals from State of Florida Licensed General Contractors to serve as the project general contractor associated with the demolition, build, and installation of the new Commission Chambers for the City of Opa-locka.

The City is seeking firms whose combination of experience and expertise will provide environmentally sound, professional, timely, and cost- effective services to the City. The City reserves the right to enter into one or more contracts with any firm selected under this RFP process.

The project general contractor shall not exceed the budgeted direct construction cost ($100,000.00). The project general will obtain all permits related to Construction and Fire Dept. to comply with City of Opa-locka and Miami Dade County Construction Standards. The scope of services includes demolition of existing structures, repairs, HVAC, renovation of space and flooring:

780 Fisherman Street Third Floor Suite 334, Opa-locka Florida, 33054

A. Summary of Major Project Elements

The following summary was developed to capture major elements of the project scope. In addition to the scope description below, comply with the most recent editions of the Florida Building and Fire Code Standards.

BASE SCOPE: The base scope of services will include the following for the elevator located within **780 Fisherman Street Third Floor, Opa-locka Florida, 33054**

- Demolition/Repair will include the following:

DEMOLITION:

Demolition/Repair will include the following:

- Demo existing office walls as per the proposed
- plan
- Build IT/Audio-Video Room
- Install Doors as required
- Repair all damaged walls
- Repair all ceiling grids and replace damaged tiles
- Reframe Kitchen wall to accommodate more open
- floor space
- Paint all walls with City approved color
- Install Base boards
- Install Glass Window for IT Room)
- Control system
- Wiring and lighting

HAVC WORK:

- Build AC closet for Air Handler Unit
- Relocate Air Handler from Ceiling to AC Closet
- Install New Duct work and Stand/ Frame for Air Handler Unit
- Repair vents and return duct after demo work

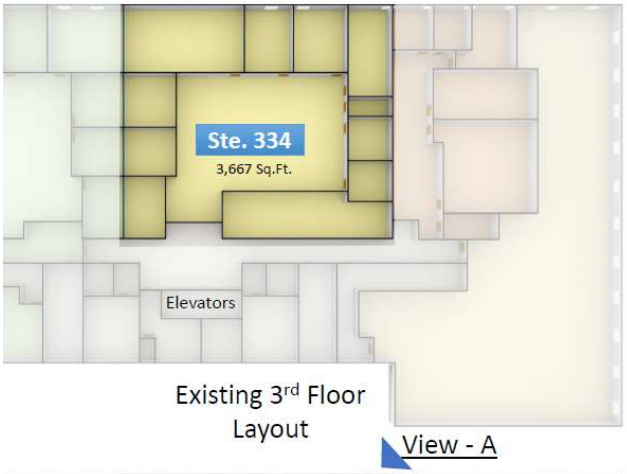
FLOORING:

- Commission Chamber Total floor area including:
    - The kitchen and all demo office area are equal to approx.3667sf
- Install Soundproofing and Vinyl Waterproof
- Laminated Plank

A. Anticipated Project Schedule

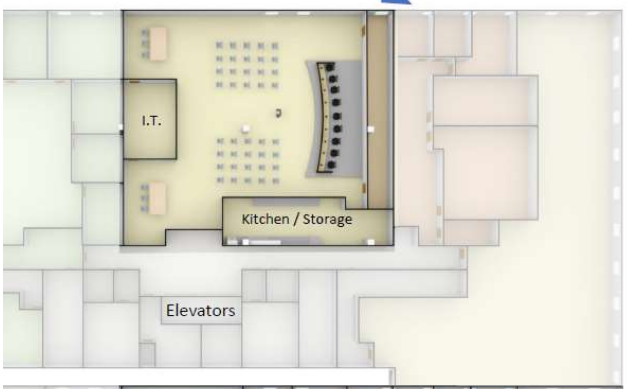
The project schedule includes the following milestones:

- October 2022: RFP Issued.
- November 2022: Service Agreement Executed, Demolition begins
- October - November 2022: Construction Window for Base Scope Only (Occupancy Achieved)
- December 10, 2022: Project Final Completion & As-Builts



Existing 3rd Floor Layout

View - A



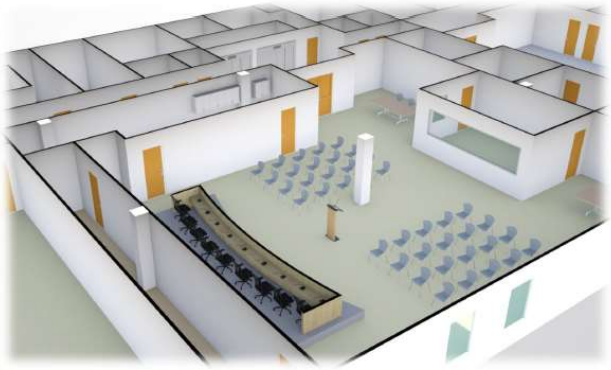
780 Fisherman St. Building

Commission Chambers

Ste. 334 - 3rd Floor

(3,667 Sq.Ft.)

Alternative 1





Existing 3rd Floor Layout

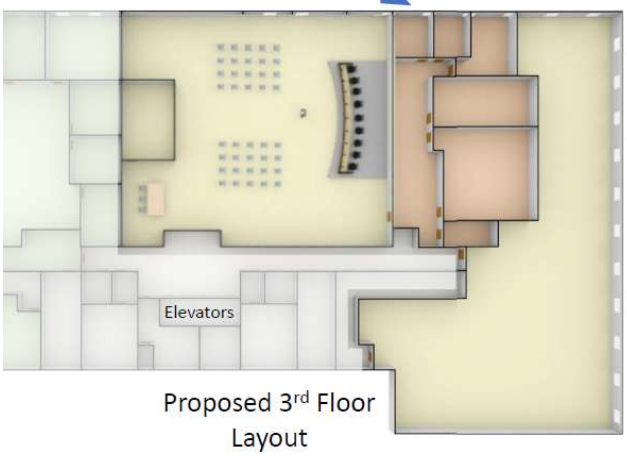
A

780 Fisherman St. Building

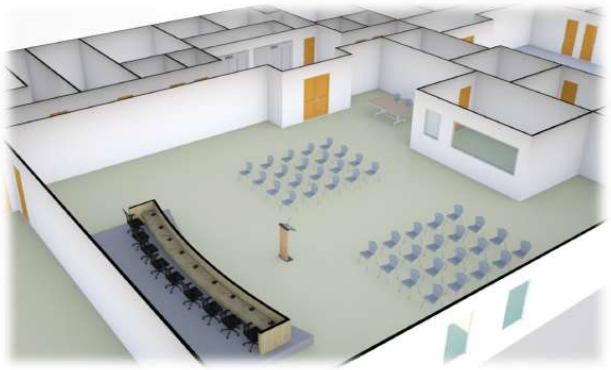
Commission Chambers

Ste. 334 - 3rd Floor

Alternative 2



Proposed 3rd Floor Layout



VIEW A

3.1 Proposal Requirements

The proposal shall include the following:

1. Understanding of the Scope of Work.
   Describe your understanding of the work to be performed.
2. Experience and Qualifications of Firm.
   List similar projects successfully completed within the last five (5) years.
3. Key Personnel.
   Please provide the names and qualifications of the key personnel assigned to this contract.
4. References.
   Provide a list of references from the past and current clients within the last five (5) years.

5 Schedule.
   Contractor shall submit a timeline as to when each task will be completed

6. Fee Proposal.
   The fee proposal will be reviewed but is not the sole factor in the selection process. Submit documentation associated with the pricing of each task.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

- 3.2.3.1 Limit to one or two pages.
- 3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.
- 3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
- 3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

- 3.2.4.1 Name of Business.
- 3.2.4.2 Mailing Address and Phone Number.
- 3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.
- 3.2.4.4 Normal business hours.
- 3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
- 3.2.4.6 Give the date business was organized and/or incorporated, and where.
- 3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.
- 3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.
- 3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach
Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

- 3.2.6.1 Specify the number of years the Proposer has been in business.
- 3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing masonry services 2. Qualifications and experience of staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	25
References 1. Performance of similar services for governmental clients including at least two references	10
Resources and approach 1. Adequate resources 2. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services	35
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

RFP NO. 22-1115100
PROPOSER QUALIFICATIONS

DEMOLISH THE EXISTING LAYOUT OFFICES AND BUILD

THE CITY COMMISSION CHAMBERS AT

780 FISHERMAN STREET (THIRD FLOOR)

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: _____

   Address: _____

   City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

   _____ _____

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business: _____years

7. The length of time (continuous) in business as a service organization in Florida:
   _____years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 22-1115100

PRICE PROPOSAL FORM

DEMOLISH THE EXISTING LAYOUT OFFICES AND BUILD

THE CITY COMMISSION CHAMBERS AT 780 FISHERMAN STREET (THIRD FLOOR)

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $_____

SUBMITTED
THIS _____ DAY OF _____ 2022.

BID SUBMITTED BY:

_____	_____
Company	Telephone Number
_____	_____
Name of Person Authorized to Submit Bid	Fax Number
_____	_____
Signature	Email Address
_____	
Title	

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 controlled substances 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 bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by_____ the
(Name)
_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

(4) Neither the said PROPONENT 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 PROPONENT, 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 agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

Sworn and subscribed before this

_____day of_____, 20____

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:_____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature:_____

Print Name: _____

Title: _____

Date: _____

CITY OF OPA-LOCKA
CERTIFICATION

REQUEST FOR PROPOSALS
RFP NO. 22-1115100
DEMOLISH THE EXISTING LAYOUT OFFICES AND BUIILD THE CITY COMMISSION CHAMBERS

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed proposal(s) were received and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 11:25 a.m. this 16th day of November, 2022.

PROPOSAL(S) RECEIVED

	NAME/ADDRESS	LUMP SUM PRICE
1.	**SAFA Construction, LLC** **11186 SW 17 MNR** **Davie, FL 33324** **Contact: MD Shahinur Rahman, CEO** **Tele: (954) 326-8295** **Email: md.rahman@safaconstruction.net**	**$ 195,000.00**
2.	**Diamanti Construction & Development, Inc.** **524 N H ST** **Lake Worth Beach, FL 33460** **Contact: Mohammed S. Islam** **Tele: (561) 301-7191** **Email: diamanticonstructionfl@gmail.com**	**$ 149,750.00**

Please note that the proposal from SAFA Construction, LLC was submitted via Demand Star (e-bid) and provided to the City Clerk by the City Manager's Office on Tuesday, November 15, 2022.

I further certify that proposal(s) were submitted and properly opened in the presence of the following:

Sha'mecca Lawson
Assistant City Manager
City of Opa-locka

Joanna Flores, CMC
City Clerk
City of Opa-locka



RFP NO: 22-1115100

DEMOLITION OF EXISTING OFFICES AND BUILD THE NEW COMMISSION CHAMBERS

780 FISHERMAN STREET (THIRD FLOOR)

PROPOSAL PRESENTED BY

DIAMANTI CONSTRUCTION & DEVELOPMENT, INC

524 N H ST

LAKE WORTH BEACH, FL 33460

PH: 561-301-7191

EMAIL: diamanticonstructionfl@gmail.com

CONTACT PERSON: MOHAMMED S ISLAM

Section 1: Letter of Transmittal

In Diamanti Construction & Development, Inc, our subcontractors, and professional associates understand the scope of the work outlined in the sections of the Part II of RFP. We are committed to comply with all the Federal, State, County and City regulations from beginning to completion of the project.

We recognize the office environment and will comply with cleanliness and professionalism in and around the City Building.

Proposer and its subcontractor will maintain direct communication with city engineers and project managers for on time completion of the project.

Proposer and its subcontractors will follow the safety regulations in accordance with OSHA, State, County, and City.

Diamanti Construction & Development, Inc designate Mr. Mohammed S Islam (Qualifier) as the authorized person to represent the proposer.

Mohammed S Islam is the Certified General Contractor and Qualifier for the Diamanti Construction & Development, Inc.

His office is located at 524 N H ST, Lake Worth Beach, FL 33460 and Direct Contact # 561-301-7191

Section 3: Project Approach

1. Diamanti Construction & Development, Inc will engage professionally and efficiently during demolition and renovation activity.
2. Our team will respect adjacent offices during demolition and renovation process, by removing debris with minimum interference.
3. Proposer will take necessary steps with the owner's permission to use any elevators, stairs, and arrange alternative means of access.
4. Our company will install protective covering to prevent any damage to flooring and adjacent areas.
5. Diamanti and subcontractors will protect any fixtures, areas, during the renovation as per the contract document and owner's request.
6. Proposer will obtain permits necessary for the renovation.

Section 5: Schedule

COMMISSION CHAMBERS RENOVATION

No.	Start	End	Task
1	12/1/2022	12/7/2022	Mobilization/Demolition
2	12/08/2022	12/14/2022	Framing/Re-framing
3	12/15/2022	12/21/2022	Elec/Plumb/HVAC
4	12/22/2022	01/02/2023	X-mas/New Year's Break
5	01/03/2023	01/10/2023	Drywall Hanging/Finishing/Paint
6	01/11/2023	01/20/2023	Flooring/Door/Window
7	01/23/2023	01/27/2023	Punch List/Final Completion

Estimated project completion time: Approx 45 days from start (Including Holiday Breaks)

Section 7: References

1. City of Opa-Locka
   Installation new HDPE gravity sewer for Bahman Ave, Historic City Hall roofing maintenance to stop the massive leaks. Renovation first floor for new permit department location.
   Contact Person: Carlos Gonzalez, CIP-Project Manager
   Ph# 305-206-0279; Email: cgonzalez@opalockafl.gov

2. Woolbright Petroleum dba JSG 3000 Copans LLC
   Demolition of exterior accessory attached structures, total interior demolition to the concrete walls for a service station approx. 2000 SF built in 1952.
   Contact Person: Jack Gien, Owner
   Ph# 561-212-9520; Email: jsgpetroleum@gmail.com

3. Metropolitan Drugs Pharmacy
   Interior demolition of a 2500 SF commercial retail space to build new walk-in clinic and retail pharmacy.
   Contact Person: Mazin Alamin, Pharmacist (Owner)
   Ph# 484-683-5500; Email: mfkelamin@gmail.com

RFP NO. 22-1115100
PROPOSER QUALIFICATIONS

DEMOLISH THE EXISTING LAYOUT OFFICES AND BUILD

THE CITY COMMISSION CHAMBERS AT

780 FISHERMAN STREET (THIRD FLOOR)

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: Diamanti Construction & Development, Inc

   Address: 524 N H ST

   City, State, Zip: Lake Worth Beach,FL 33460 Phone/Fax: 561-301-7191

2. Check One: Corporation (X) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 04/14/2016 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

Mohammed S Islam	04/14/2016
Tazmin Islam	01/01/2021

6. The length of time in business: 6 years

7. The length of time (continuous) in business as a service organization in Florida:
   6 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly

CITY OF OPA-LOCKA
RFP NO. 22-1115100

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 controlled substances 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 bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Mohammed S Islam (Name) the President (Title/Position) of Diamanti Construction & Development, Inc (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

11/15/2022
Date

Signature

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title: President

Sworn and subscribed before this

7 day of November, 2022

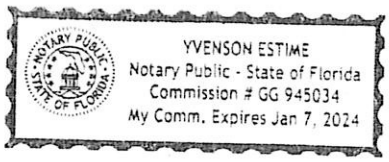
_____

Notary Public, State of Florida

Yvenson Estime

(Printed Name)

My commission expires: Jan 7. 2024



E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

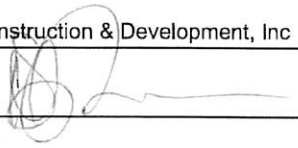
Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Diamanti Construction & Development, Inc

Authorized Signature: 

Print Name: Mohammed S Islam

Title: President

Date: 11/15/2022

Division of Corporations

Detail by Entity Name

Florida Profit Corporation
DIAMANTI CONSTRUCTION & DEVELOPMENT, INC.

Filing Information

Document Number	P16000033980
FEI/EIN Number	81-2284662
Date Filed	04/14/2016
State	FL
Status	ACTIVE

Principal Address

524 N H ST
LAKE WORTH, FL 33460

Changed: 03/25/2019

Mailing Address

524 N H ST
LAKE WORTH, FL 33460

Changed: 03/25/2019

Registered Agent Name & Address

ISLAM, MOHAMMED S
524 N H ST
LAKE WORTH, FL 33460

Address Changed: 03/25/2019

Officer/Director Detail

Name & Address

Title P

ISLAM, MOHAMMED S
524 N H ST
LAKE WORTH, FL 33460

Title Director

Islam, Tazmin

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
524 North H ST Unit 2
LAKE WORTH, FL 33460

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	ISLAM MOHAMMED SAIFUL	CGC1524241	B22.616152 - 07/29/22	$27.50	B40152091

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

8
6 - 3142

DIAMANTI CONSTRUCTION AND DEVELOPMENT INC
DIAMANTI CONSTRUCTION AND DEVELOPMENT INC
524 N H ST UNIT 2
LAKE WORTH FL 33460-2944

LBTR Number: 2016092136
EXPIRES: SEPTEMBER 30, 2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
524 North H ST Unit 2
LAKE WORTH, FL 33460

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0102 CW GENERAL CONTRACTOR	ISLAM MOHAMMED SAIFUL	CGC1524241	B22.616153 - 07/29/22	$369.60	B40152090

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

8
6 - 3143

DIAMANTI CONSTRUCTION AND DEVELOPMENT INC
DIAMANTI CONSTRUCTION AND DEVELOPMENT INC
524 N H ST UNIT 2
LAKE WORTH FL 33460-2944

LBTR Number: 2016092137
EXPIRES: SEPTEMBER 30, 2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Bond No. BID

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Diamanti Construction & Development, Inc.
524 North H. Street, Lake Worth, FL 33460

as Principal hereinafter called the Principal, and OLD REPUBLIC SURETY
a corporation duly organized under the laws of the state of WISCONSIN as Surety, hereinafter called the Surety, are held and firmly bound unto City of Opa-Locka
780 Fisherman Street 4th Floor, Opa-Locka, FL 33054

as Obligee, hereinafter called the Obligee, in the sum of - Ten Percent of Bids -

Dollars ($10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Interior Renovation of Opa-Locka Police Department Executive Suites

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of November , 2022

Witness

Diamanti Construction & Development, Inc.
Principal (Seal)

By: President
Mohammed Islam Name/Title

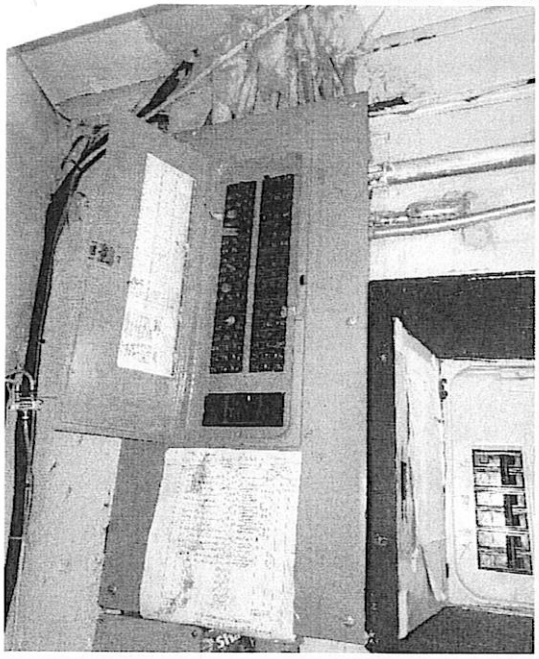
OLD REPUBLIC SURETY
Surety

Witness

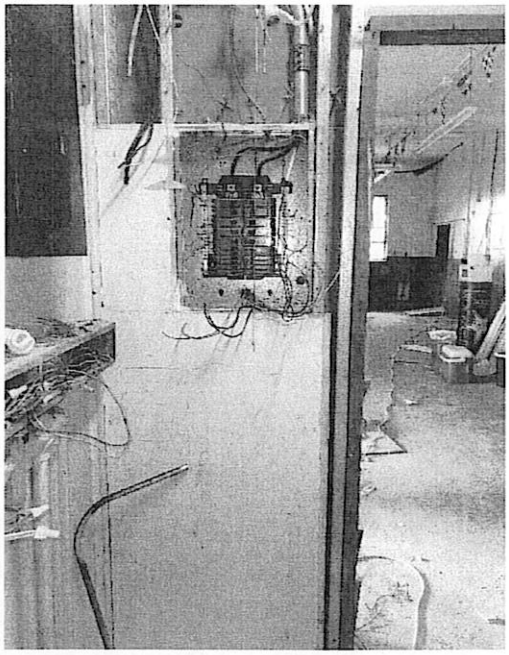
By: Checree Bryant
Checree Bryant Attorney-in-Fact

ORSC 21328 (5/97)

Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc



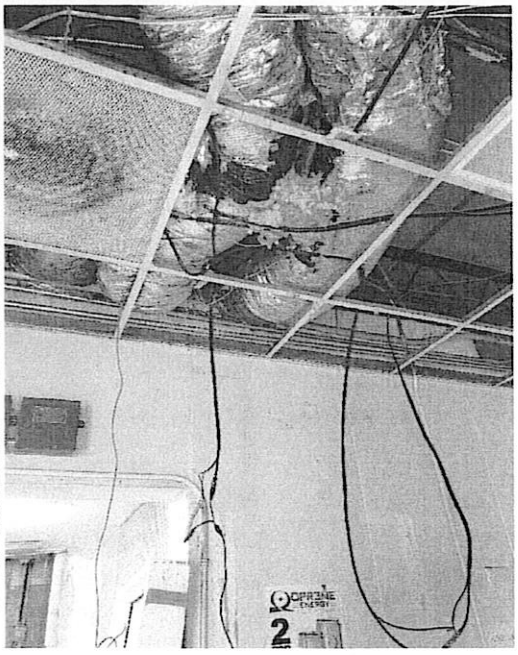
Electrical Demolition-1



Electrical Demolition-2



HVAC Demolition-1



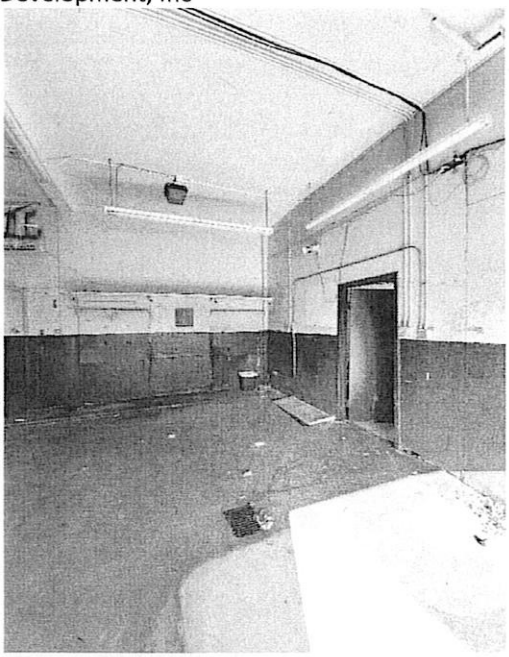
HVAC Demolition-2

RFP NO. 22-1115100

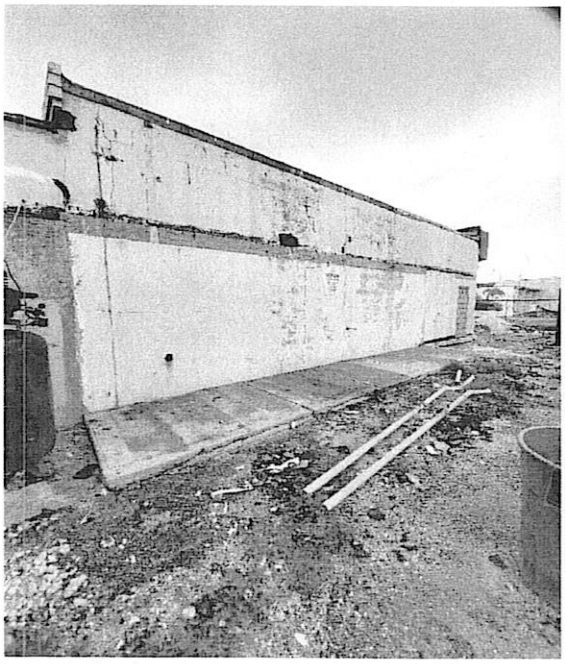
Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc



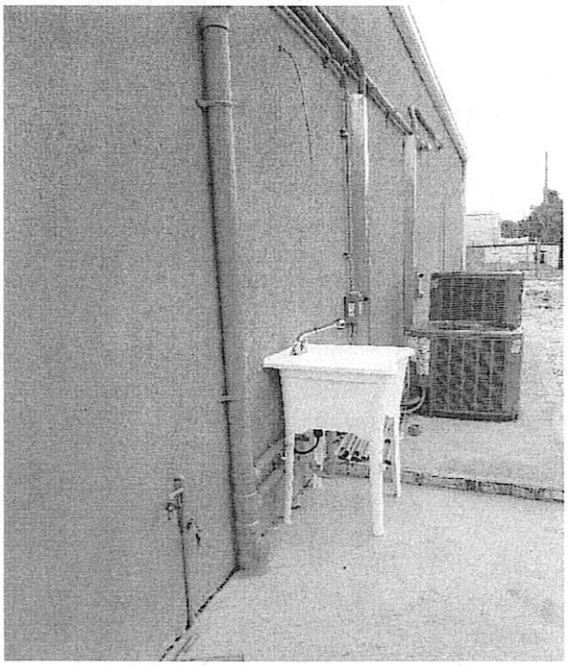
Structural Demolition-1



Structural Wall Demolition-2

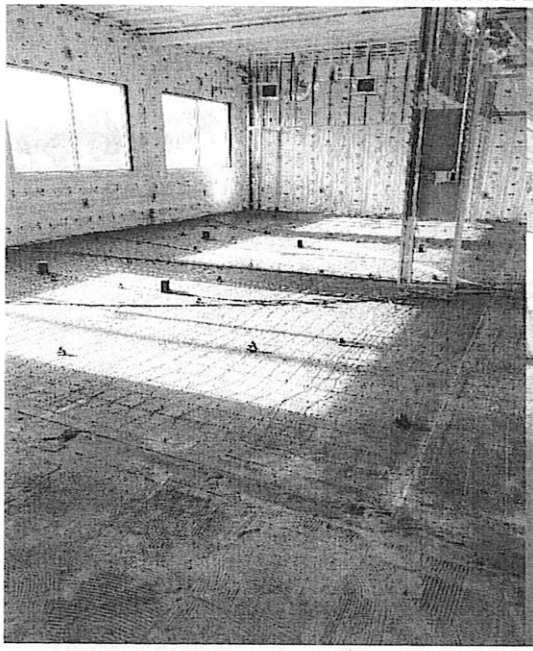


Exterior Demolition

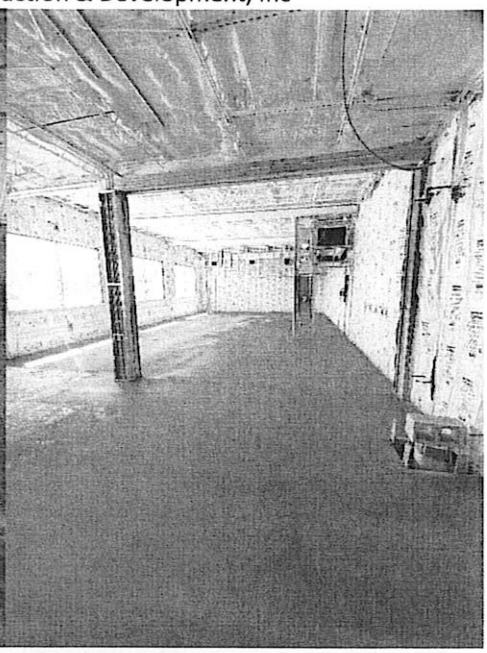


Exterior-HVAC Equipment

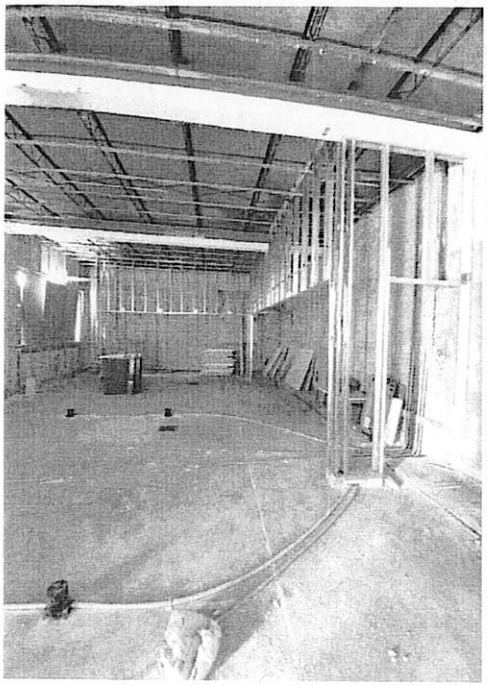
Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc



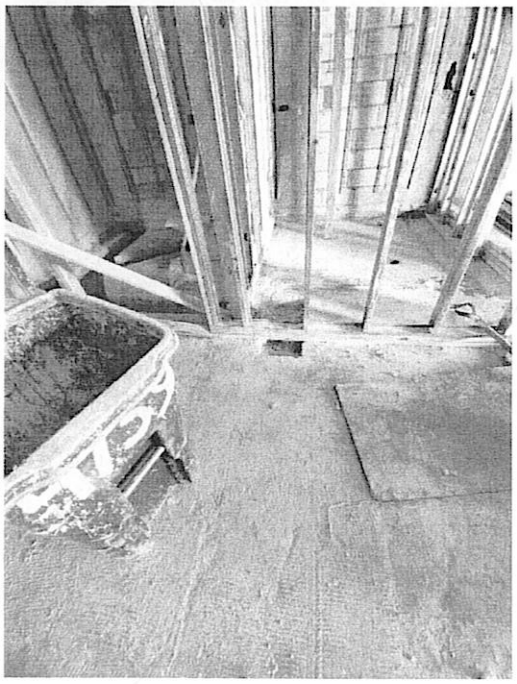
New Raised Floor Prep



New Raised Finish Floor



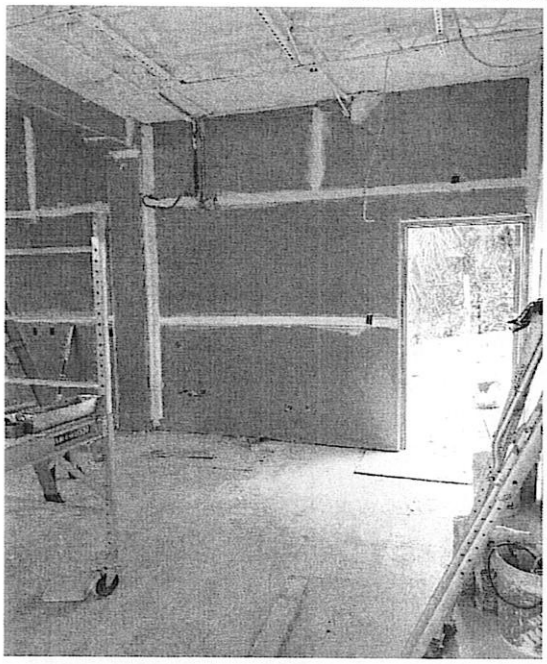
Main Floor Framing



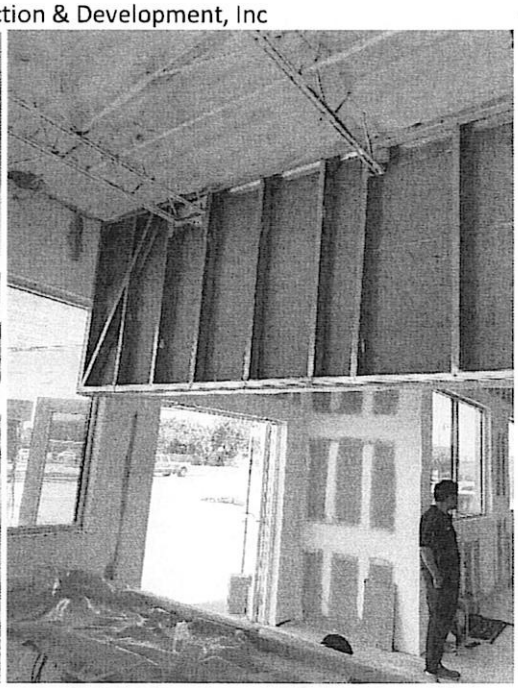
Bathroom & Cash Office Framing

RFP NO. 22-1115100

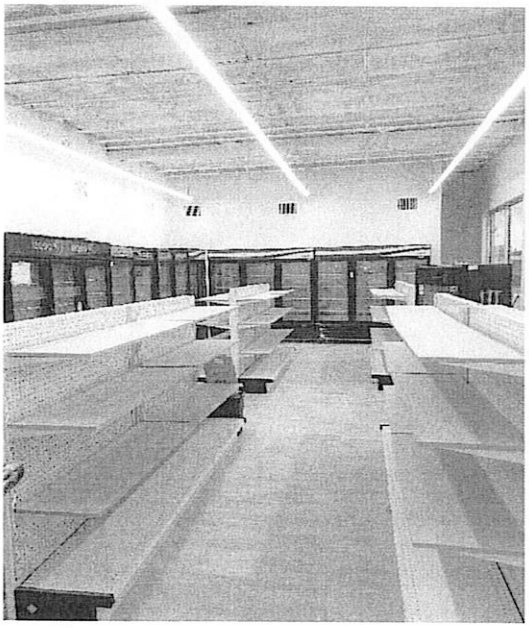
Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc



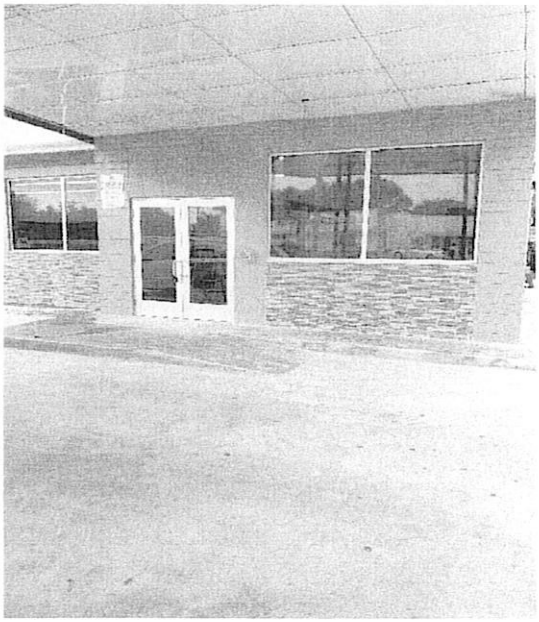
Drywall Installation-1



Drywall Installation-2

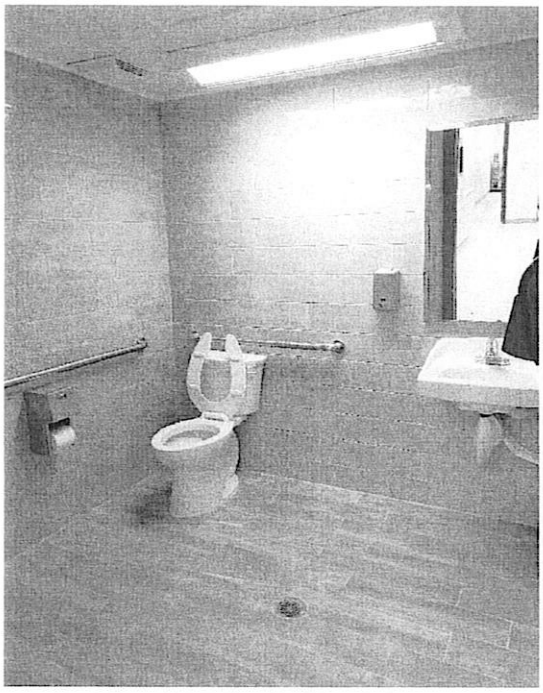


New Completed Interior



New Exterior-Wall Tiles Design, Stucco

Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc



ADA Bathroom-Interior



Finish Tiles Flooring



Cash Office-Bullet Proof Door



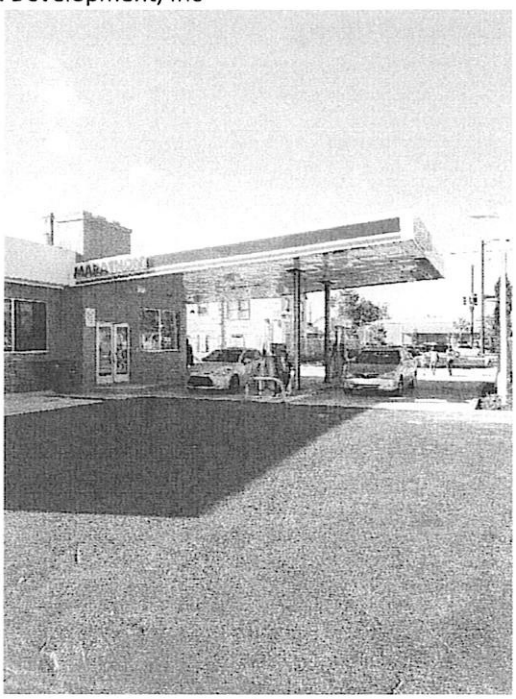
Cash Register Bullet Proof Enclosure

RFP NO. 22-1115100

Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc

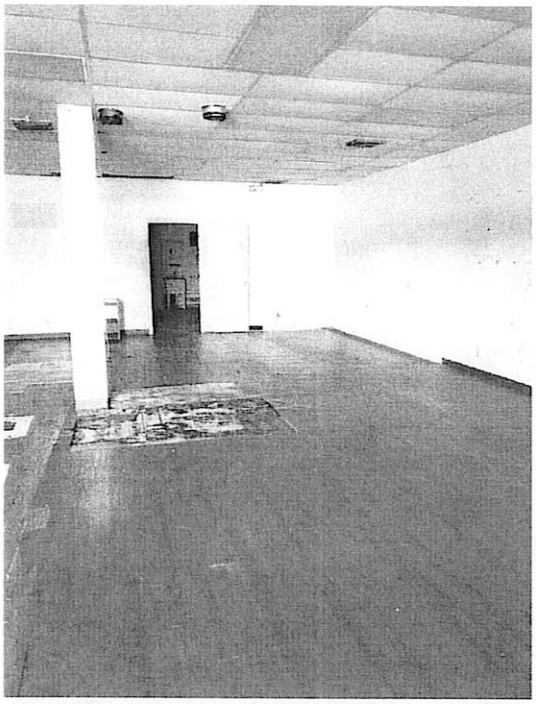


East Elevation-1



East Elevation-2

MD Pharmacy, 1367 N Military Trail, West Palm Beach
By
Diamanti Construction & Development, Inc



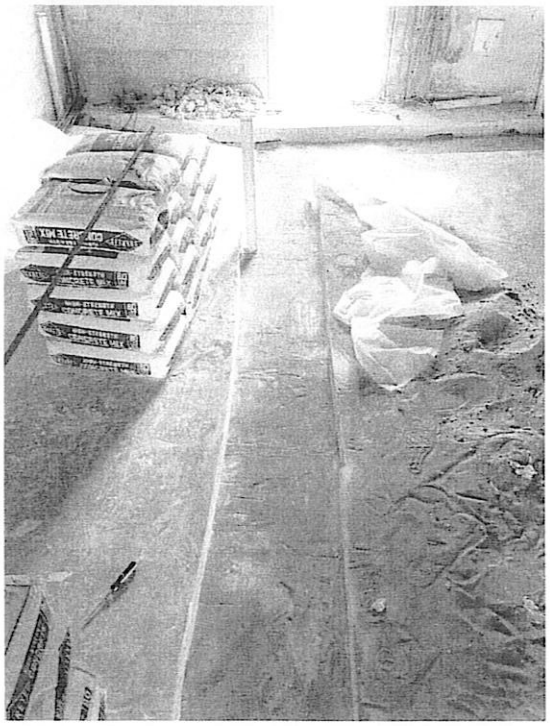
Before Demolition Pic-1



Before Demolition Pic-2



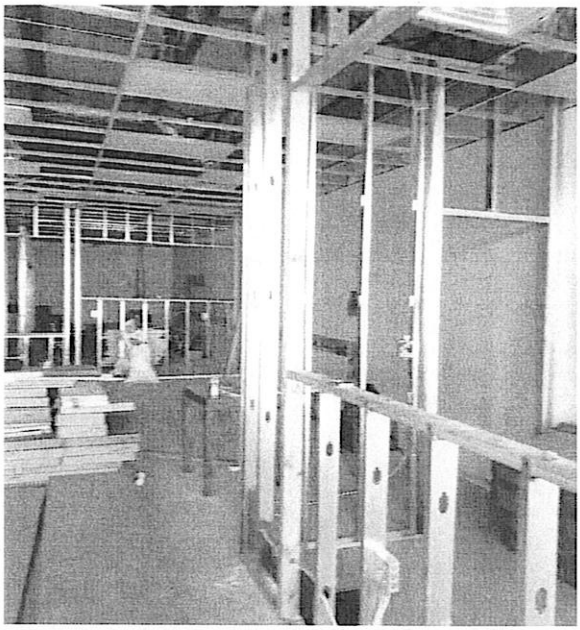
New Plumbing Pic-1



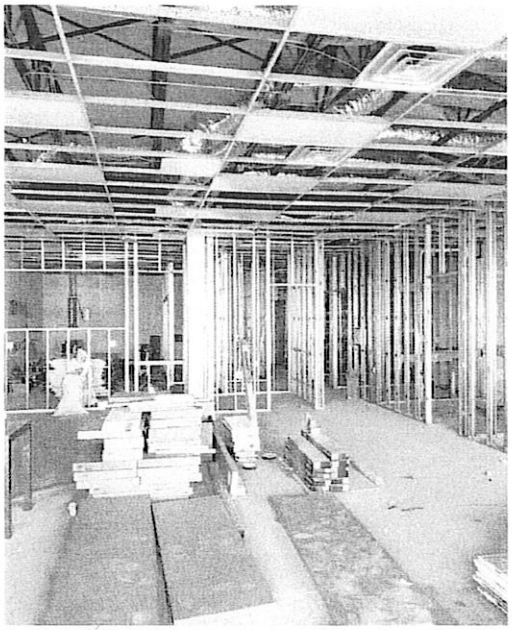
New Plumbing Pic-2

RFP No. 22-1115100

MD Pharmacy, 1367 N Military Trail, West Palm Beach
By
Diamanti Construction & Development, Inc



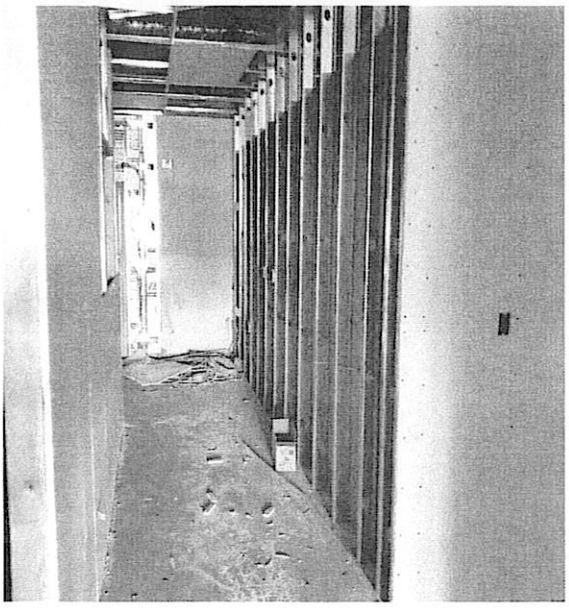
New Pharmacy Framing Pic-1



New Pharmacy Framing Pic-2



New Clinic Room Framing

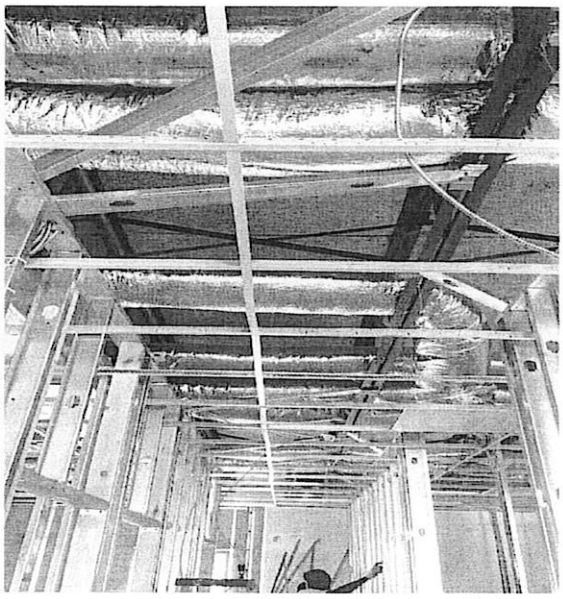


New Clinic Hallway Framing Pic

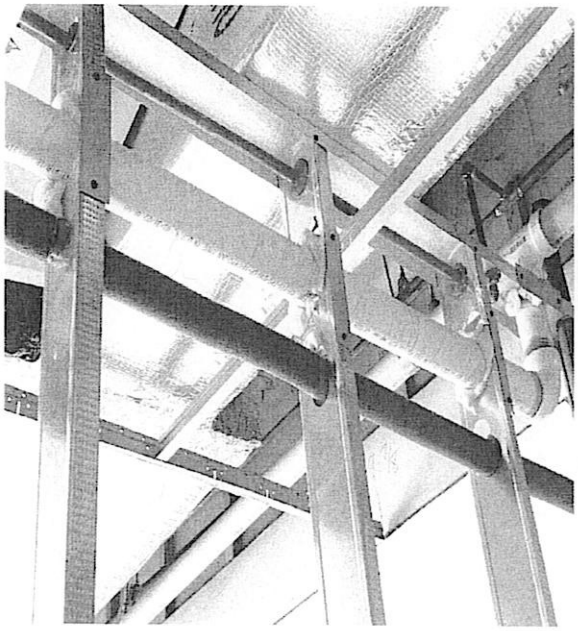
MD Pharmacy, 1367 N Military Trail, West Palm Beach
By
Diamanti Construction & Development, Inc



Ceiling Grid Install Pic-1



Ceiling Grid Install Pic-2

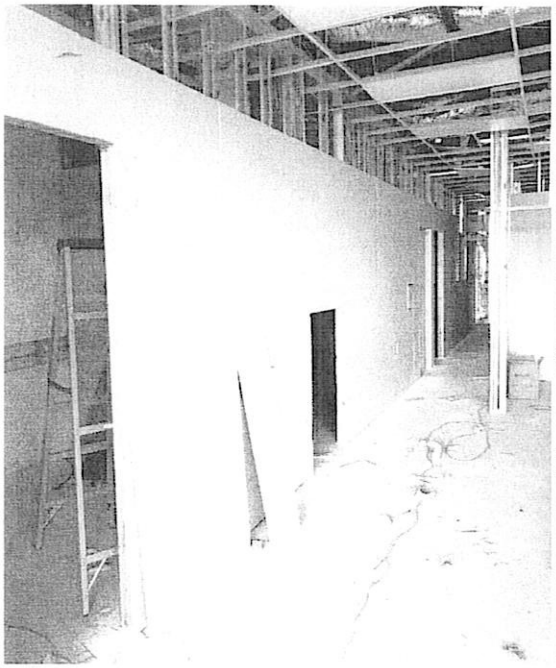


Rough Plumbing Pic-1

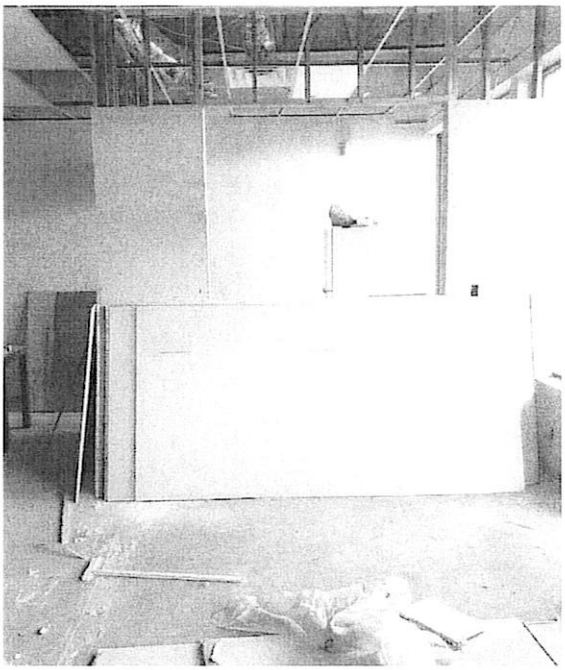


Rough Plumbing Pic-2

MD Pharmacy, 1367 N Military Trail, West Palm Beach
By
Diamanti Construction & Development, Inc



Drywall Install Pic-1



Drywall Install Pic-2

MD Pharmacy, 1367 N Military Trail, West Palm Beach
By
Diamanti Construction & Development, Inc



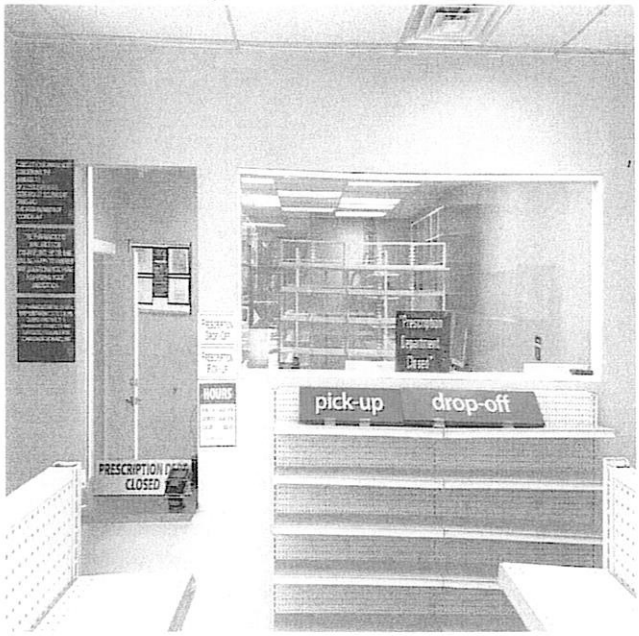
Clinic Exam Room



Clinic Hallway



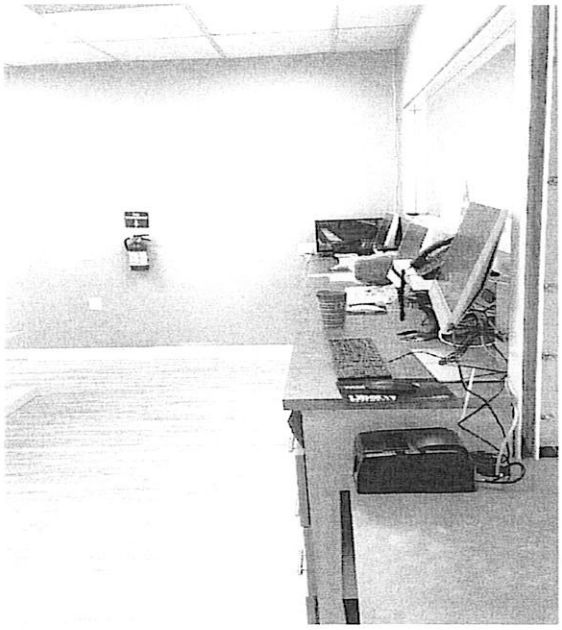
Pharmacy Consult Area



Pharmacy Drop off/Pick Up Window

RFP No. 22-1115100

MD Pharmacy, 1367 N Military Trail, West Palm Beach
By
Diamanti Construction & Development, Inc



Pharmacist Area



Pharmacist Storage Shelves

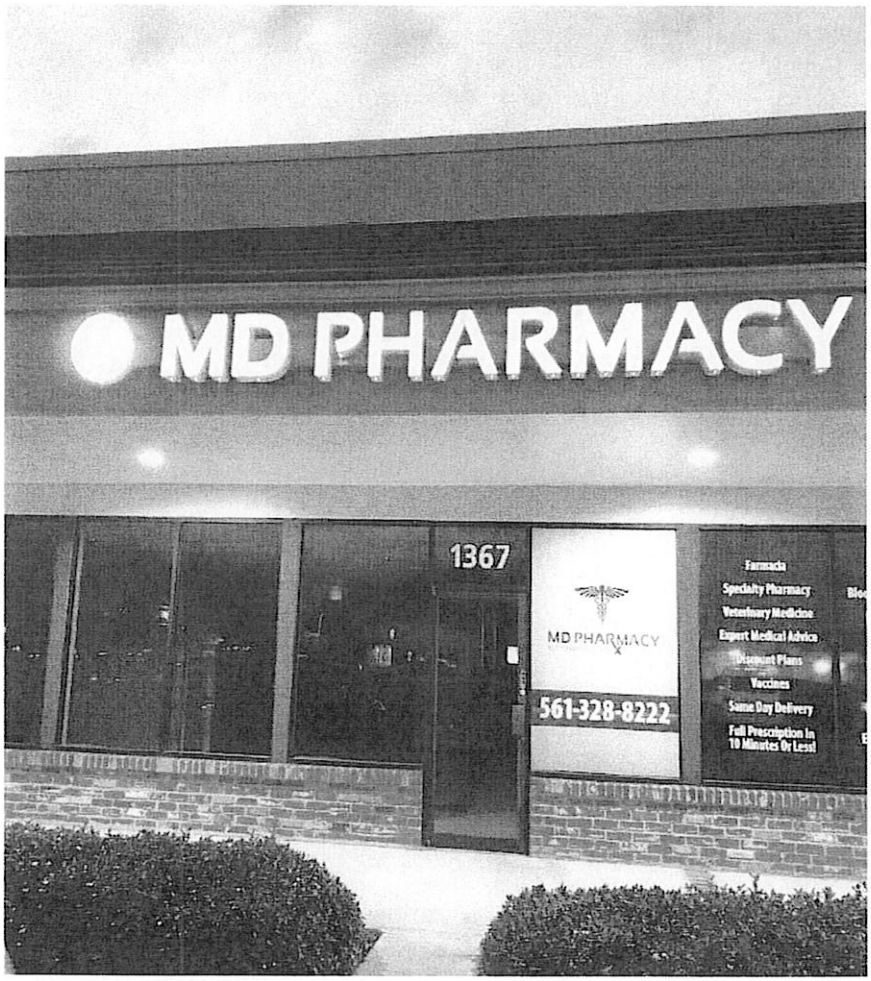


ADA Bathroom

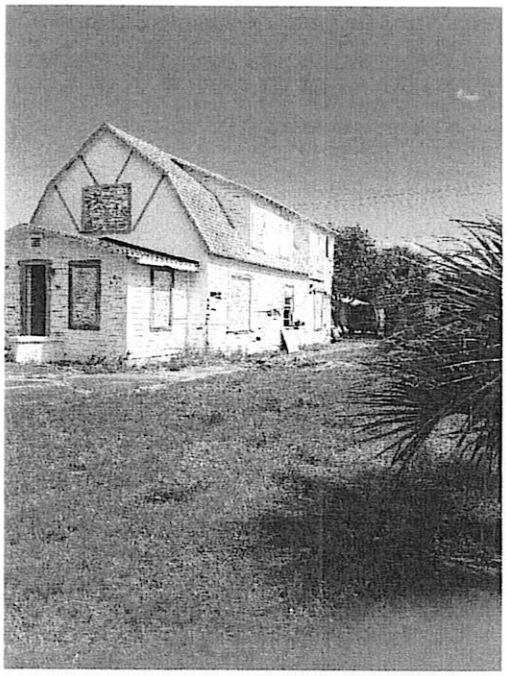


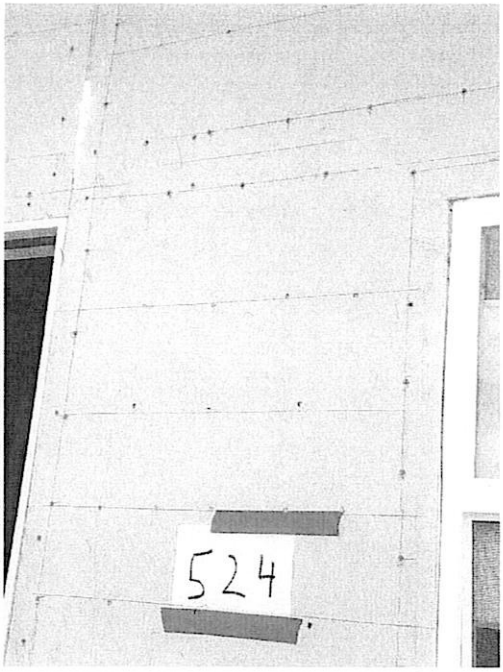
Break Room

MD Pharmacy, 1367 N Military Trail, West Palm Beach
By
Diamanti Construction & Development, Inc



1912 WSF Building Renovation, 524 N H St, Lake Worth Beach
By
Diamanti Construction & Development, Inc



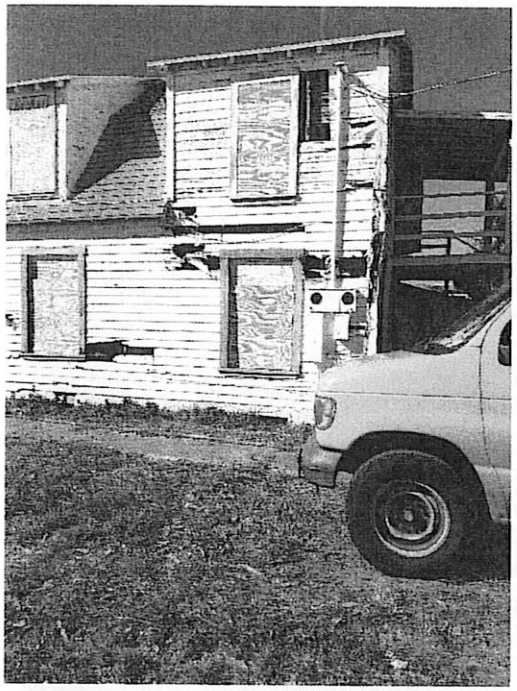




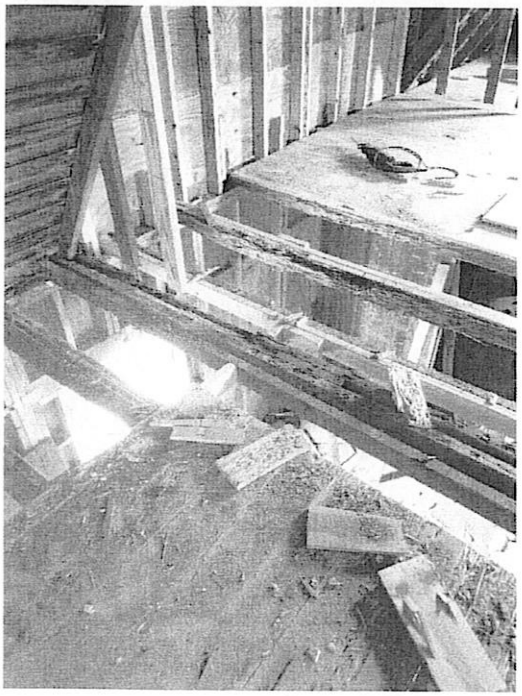


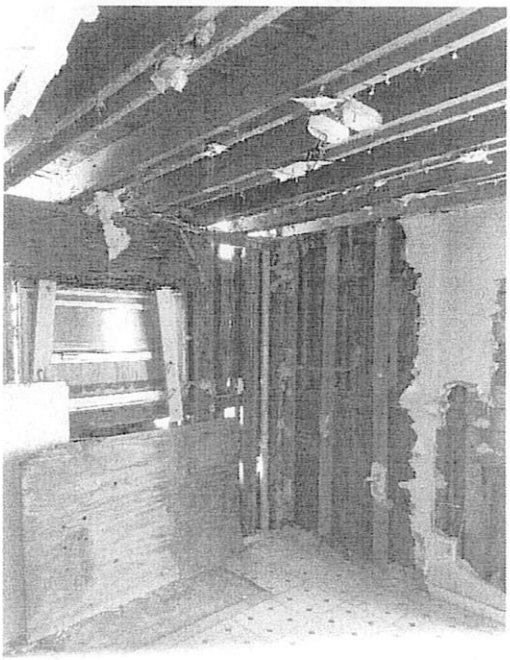
RFP NO 22-1115100

1912 WSF Building Renovation, 524 N H St, Lake Worth Beach
By
Diamanti Construction & Development, Inc



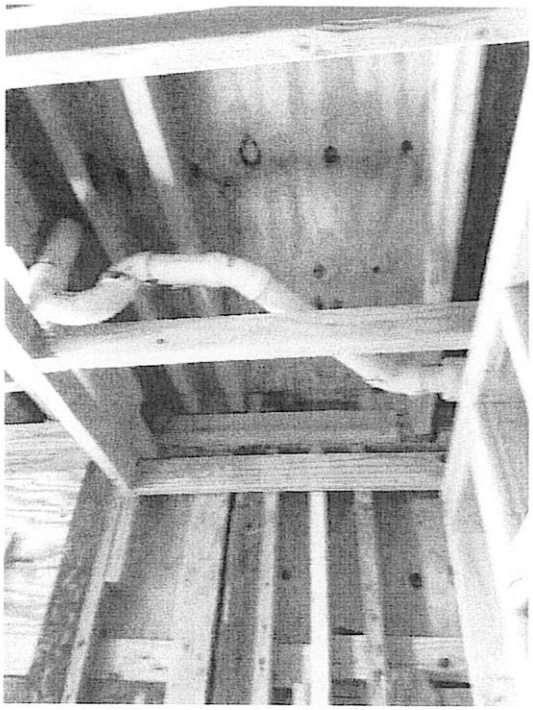




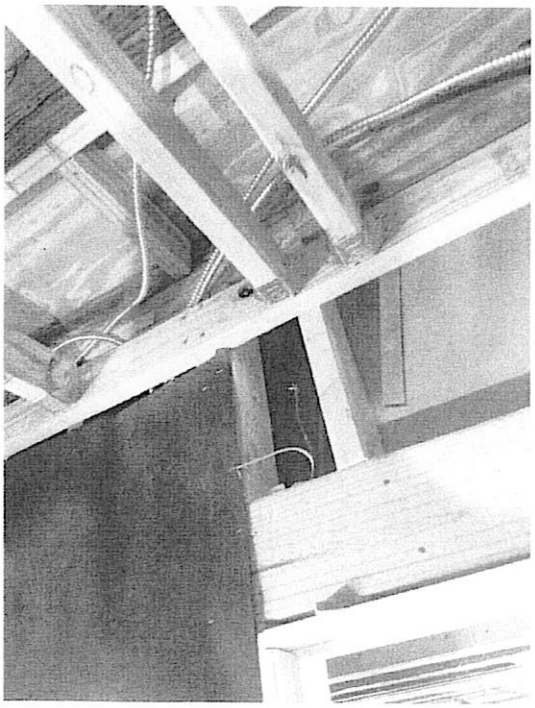


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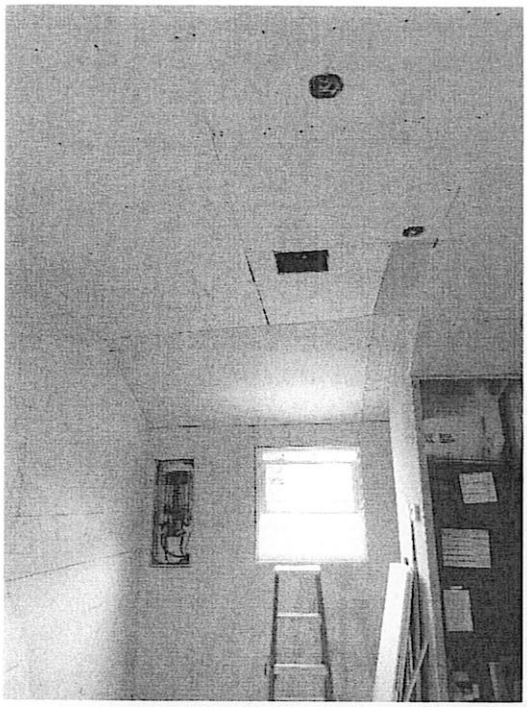


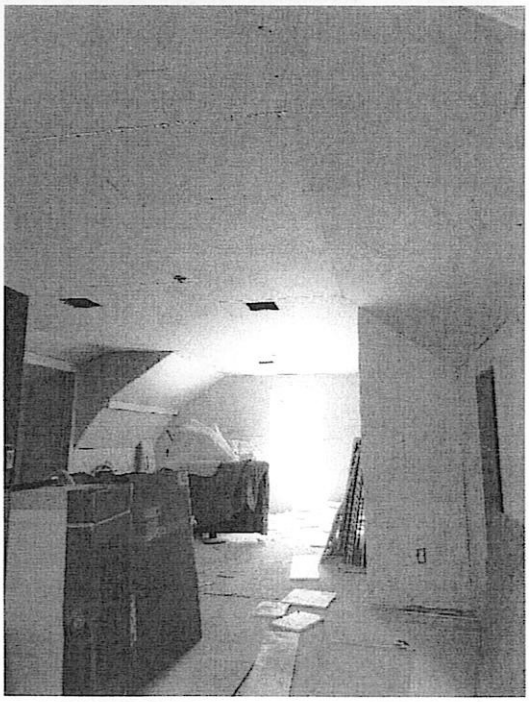




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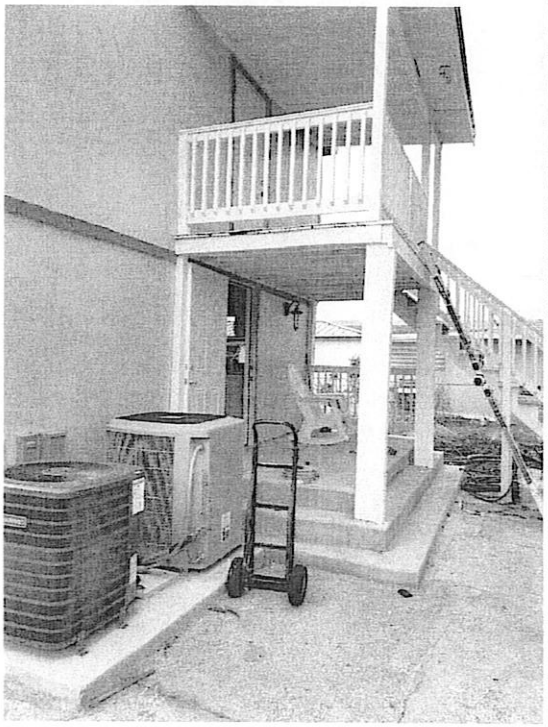



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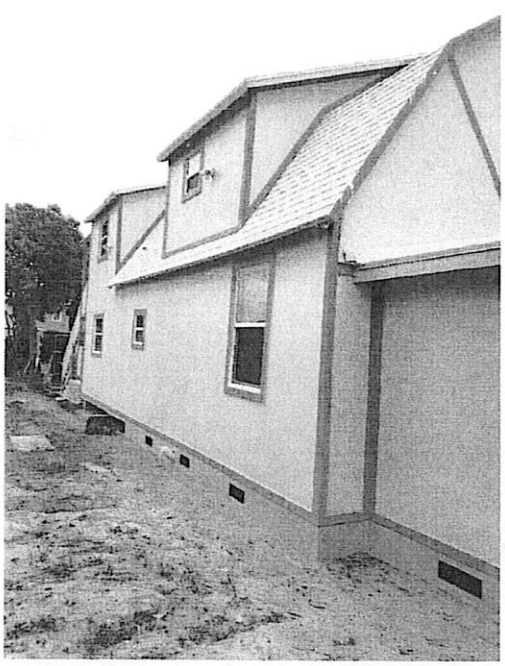






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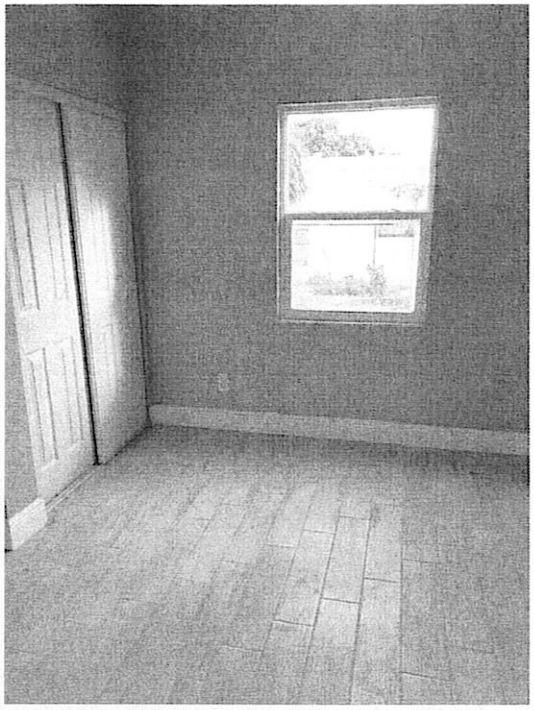


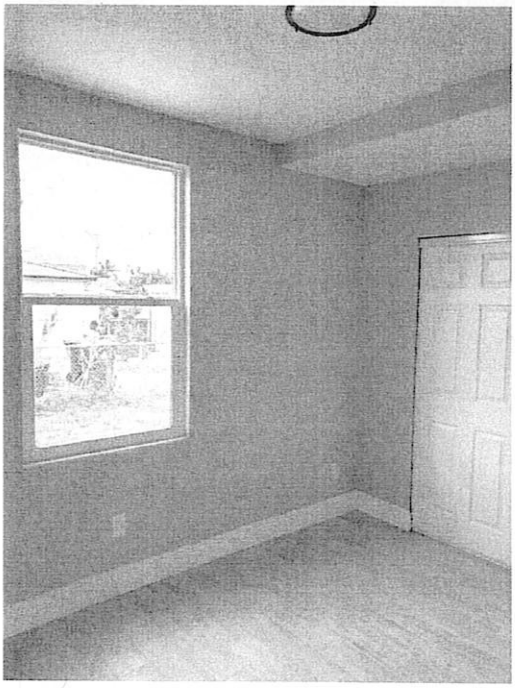


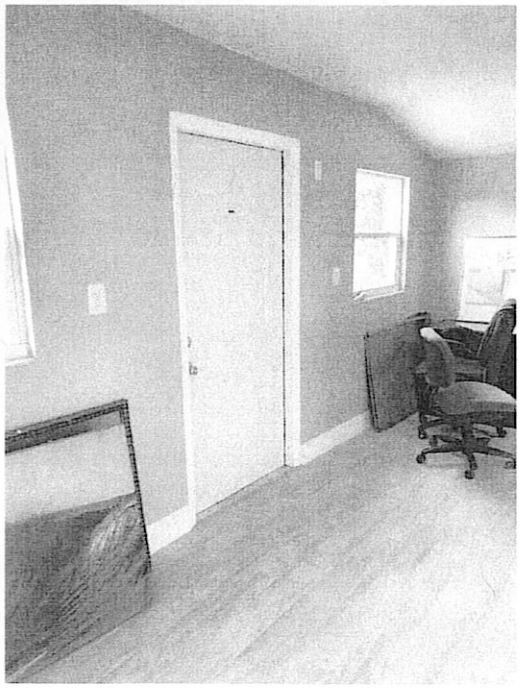
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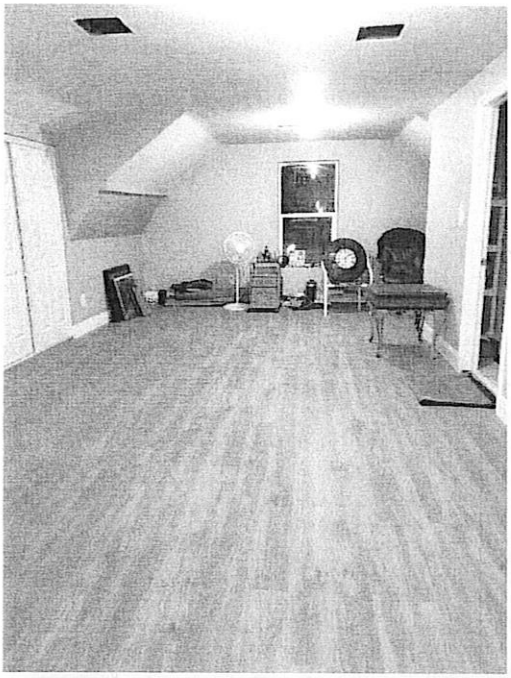


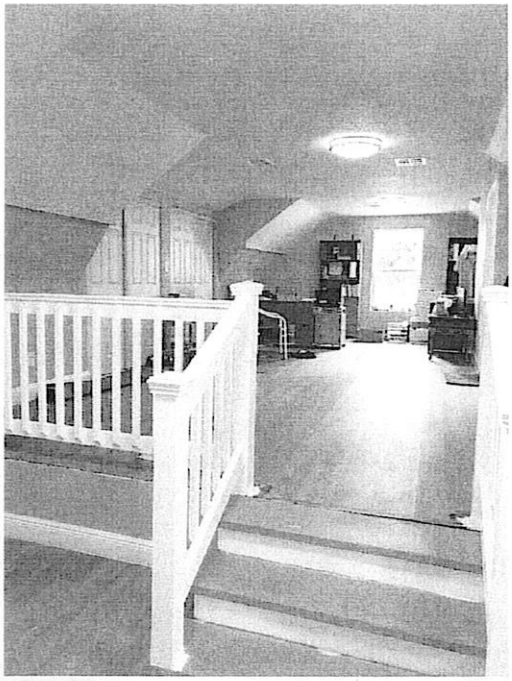


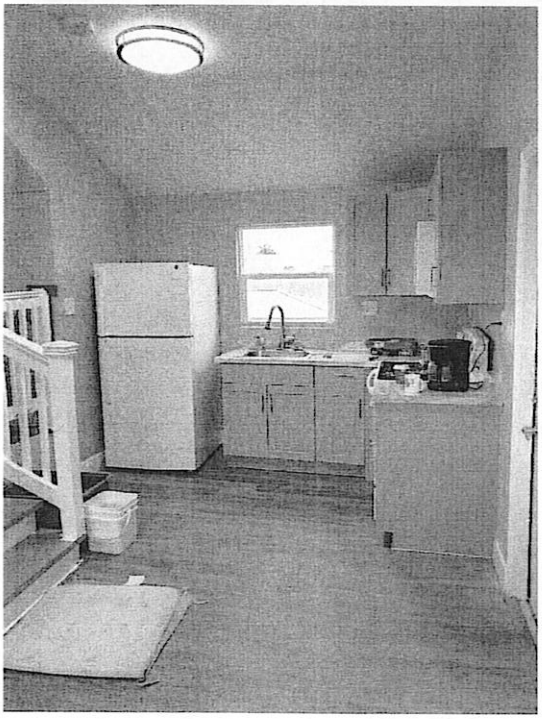


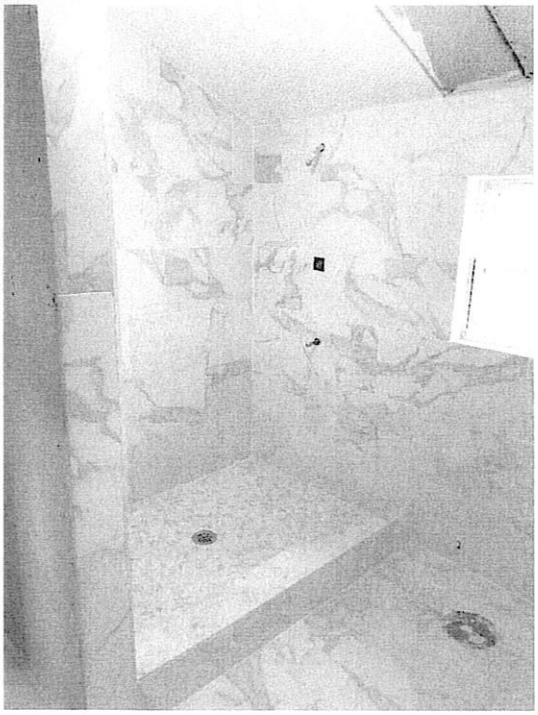
RFP NO 22-1115100

1912 WSF Building Renovation, 524 N H St, Lake Worth Beach
By
Diamanti Construction & Development, Inc









RFP NO 22-1115100

EVALUATION MATRIX

RFP No. 22-1115100
Demolish the existing layout offices and build the City Commission Chambers at 780 Fisherman Street (Third Floor)

Firm Name: SAFA Construction

Evaluation

Criterion	Weight	Reviewer Name: Airia Austin		Corion Delaine		Gregory Gay		King Leonard		Martha Parfait	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualifications	25%	3	0.75	2	0.50	3	0.75	2	0.50	5	1.25
References	10%	4	0.40	2	0.20	4	0.40	3	0.30	4	0.40
Resources and approach	30%	3	0.90	2	0.60	2	0.60	3	0.90	5	1.50
Price Proposal	35%	4	1.40	3	1.05	3	1.05	2	0.70	3	1.05
Total	**100%**		**3.45**		**2.35**		**2.80**		**2.40**		**4.20**

Firm Name: Diamanti Construction & Development

Evaluation

Criterion	Weight	Reviewer Name: Airia Austin		Corion Delaine		Gregory Gay		King Leonard		Martha Parfait	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualifications	25%	4	1.00	4	1.00	4	1.00	2	0.50	3	0.75
References	10%	4	0.40	4	0.40	4	0.40	3	0.30	3	0.30
Resources and approach	30%	4	1.20	3	0.90	4	1.20	3	0.90	3	0.90
Price Proposal	35%	5	1.75	4	1.40	4	1.40	4	1.40	4	1.40
Total	**100%**		**4.35**		**3.70**		**4.00**		**3.10**		**3.35**

EVALUATION MATRIX

RFP No. 22-1115100
Demolish the existing layout offices and build the City Commission Chambers at 780 Fisherman Street (Third Floor)

FIRM SELECTED

Reviewer:

	SAFA Construction	Diamanti Construction & Development			
Airia Austin	3.45	4.35			
Corion Delaine	2.35	3.70			
Gregory Gay	2.80	4.00			
King Leonard	2.40	3.10			
Martha Parfait	4.25	3.35			
AVERAGE RATING	**3.05**	**3.70**			

EVALUATION FORM

RFQ No. 22-1115100
Demolish the existing layout offices and build the City Commission Chambers at 780 Fisherman Street (Third Floor)

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: AIREA AUSTIN **Date:** 11-17-2022

Signature: a. aust.

Firm Name: SAFA CONSTRUCTION, LLC

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	3
References	4
Resources and approach	3
Price Proposal	4

Notes:

Firm Name: DIAMANTI CONSTRUCTION & DEVELOPMENT

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	4
References	4
Resources and approach	4
Price Proposal	5

Notes:

EVALUATION FORM

RFQ No. 22-1115100
Demolish the existing layout offices and build the City Commission Chambers at 780 Fisherman Street (Third Floor)

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Carlos DeLaine **Date:** 11/17/22

Signature:

Firm Name: Safa Construction LLC

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	2
References	2
Resources and approach	2
Price Proposal	3

Notes:

Only one year of experience as Company

Contractor has primarily been subcontractor to multiple projects, Covers an array of scopes

Firm Name: Diamanti Construction & Development, Inc

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	4
References	4
Resources and approach	3
Price Proposal	4

Notes:

Experience with municipal work and restoration projects

Concise timeline

EVALUATION FORM

RFQ No. 22-1115100
Demolish the existing layout offices and build the City Commission Chambers at 780 Fisherman Street (Third Floor)

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: GREGORY D. GAY **Date:** 11/17/2022

Signature:

Firm Name: SAFA CONSTRUCTION, LLC

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	3
References	4
Resources and approach	2
Price Proposal	3
	12

Notes:

RELATIVELY NEW COMPANY OWNER & STAFF HAVE 20 YEARS OF EXPERIENCE

RESOURCE PROVIDE BUT NO PROJECT APPROACH - 30 DAY MEDIUM TO HIGH

Firm Name: DIAMANTI CONSTRUCTION & DEVELOPMENT, INC.

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	4
References	4
Resources and approach	4
Price Proposal	4
	16

Notes:

BUSINESS STARTED IN 2016 OWNER & STAFF HAVE 30+ YEARS OF EXPERIENCE

HAS WORKED IN CITY BEFORE PROVIDED PHOTOS OF WORK

PROJECT APPROACH PROVIDED - 45 DAY BUILD OUT MEDIUM

EVALUATION FORM

RFQ No. 22-1115100
Demolish the existing layout offices and build the City Commission Chambers at 780 Fisherman Street (Third Floor)

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: King Leonard **Date:** ~~11/17/22~~ 11/17/22

Signature: KL

Firm Name: Safa Construction, LLC

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	2
References	3
Resources and approach	3
Price Proposal	2

Notes:

Firm Name: Diamanti Construction and Development, Inc

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	2
References	3
Resources and approach	3
Price Proposal	4

Notes:

EVALUATION FORM

RFQ No. 22-1115100
Demolish the existing layout offices and build the City Commission Chambers at 780 Fisherman Street (Third Floor)

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Martha Parfait **Date:** 11/17/22

Signature:

Firm Name: SAFA Construction, LLC MP

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	5
References	4
Resources and approach	5
Price Proposal	3 MP

Notes:

experience w/ municipal complex
- more extensive

Firm Name: Diamanti Construction & Development, Inc.

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	3
References	3
Resources and approach	3
Price Proposal	4

Notes:

6 years in business

BID DOCUMENT RFP NO: 22-1115100

DEMOLISH THE EXISTING LAYOUT OFFICES AND BUILD THE CITY COMMISSION CHAMBERS

780 FISHERMAN STREET
OPA-LOCKA, FL 33054

Miami-Dade County, Florida

Prepared By:

SAFA CONSTRUCTION, LLC

11186 SW 17 MNR, DAVIE, FL 33324

NOVEMBER 2022

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TAB 1: SCOPE OF WORK

SAFA CONSTRUCTION, LLC
Phone: (954) 326-8295
Email: md.rahman@safaconstruction.net

SCOPE OF SERVICES

Service includes the following items:

Demolition/Repair will include the following:

1. Demo existing office walls as per the proposed plan
2. Build IT/Audio-Video Room
3. Install Doors as required
4. Repair all damaged walls
5. Repair all ceiling grids and replace damaged tiles
6. Reframe the Kitchen wall to accommodate more open floor space
7. Paint all walls with City approved color
8. Install Base boards
9. Install Glass Window for IT Room.
10. Control system
11. Wiring and lighting

ELECTRICAL WORK:

1. All lighting in the new Council Chambers must be upgraded to LED.
2. All materials and installation should have UL certification.
3. All LED fixtures proposed as replacement fixtures must have a 5-year manufacturer's warranty at no replacement cost.
4. All fixtures should be dimmable with a 0-10V dimming signal and 4000k color temperature.

SAFA CONSTRUCTION, LLC
Phone: (954) 326-8295
Email: md.rahman@safaconstruction.net

Commissioner Stage:

1. ADA complained steps and handrails will be added. **(See attached Plan)**
2. Table will be provided from end to end to avoid fall protection from the stage. **(See attached Plan)**

Note: Backside decorations, furniture etc are not included.

HAVC WORK:

1. Build AC closet for Air Handler Unit
2. Relocate Air Handler from the Ceiling to AC Closet
3. Install New Ductwork and Stand/ Frame for Air Handler Unit
4. Repair vents and return duct after demo work

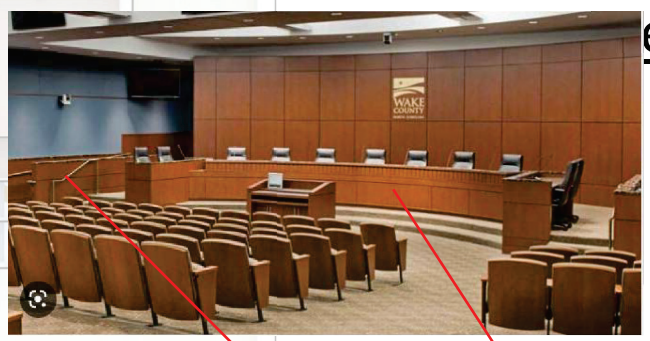
FLOORING:

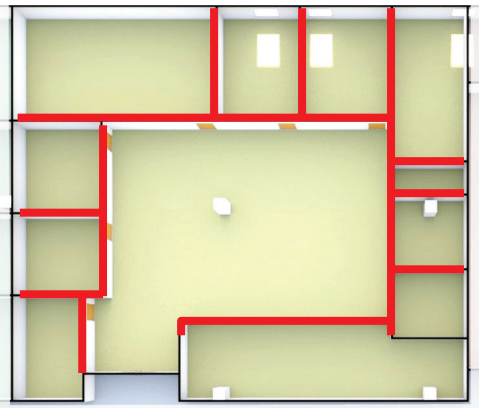
1. The kitchen and all demo office areas are equal to approx.3667sf
2. Install Soundproofing and Vinyl Waterproof
3. Laminated Plank

780 Fisherman St. Building

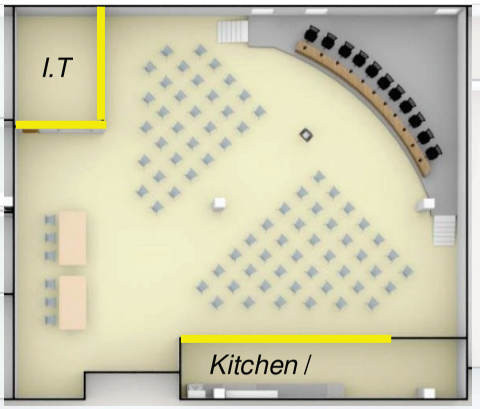
Commission Chambers

e. 334 – 3rd Floor





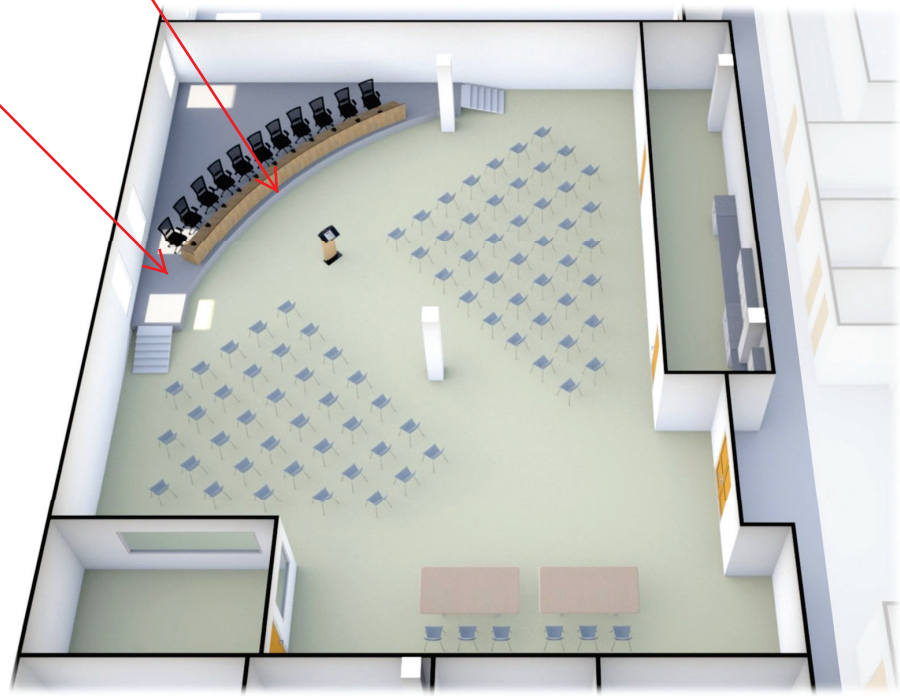
Demolition Layout



View -

Elevator

Proposed Layout



View - A

TAB 2: EXPERIENCE AND QUALIFICATIONS OF FIRM

EXHIBIT 2
EXPERIENCE AND QUALIFICATIONS OF FIRM

1. Client Name: City of Lauderdale Lakes
   Client Address: 4300 NW 36th Street | Lauderdale Lakes, FL 33319
   Client Phone: 954-535-2712
   Contact Person: Maqsood M Nasir, P.E.(Director, Engineering Services & Construction Management)
   Project Name: VT Park Structural Repair/Basketball Court Column (P.O 2022-009)
   Project Location: 4331 NW 36th St, Lauderdale Lakes, FL 33319
   Description: 36-Inch diameter, 20 Feet tall Concrete Column Restoration for Basketball Court
   Construction Cost: 46,000.00
   Completion Date: 07/28/2022

2. Client Name: City of Lauderdale Lakes
   Client Address: 4300 NW 36th Street | Lauderdale Lakes, FL 33319
   Client Phone: 954-535-2758
   Contact Person: Robin Soodeen (Assistant Public Work Director)
   Project Name: Public Works Canopy Project (P.O # 22200389)
   Project Location: City of Lauderdale Lakes, Public Works Building
   Description: A covered canopy on the west side of Public Works main building
   Construction Cost: 100,000.00
   Completion Date: 11/04/2022

3. Client Name: City of Opa-Locka
   Client Address: 780 Fisherman Street, Opa-Locka, Florida 33054
   Client Phone: (305) 528-4386
   Contact Person: Carlos Gonzalez (CIP – Project Manager)
   Project Name: Vinyl tile installation (PO # 22002005)
   Project Location: 780 Fisherman Street, Opa-Locka, Florida 33054
   Description: 4,000 SQ FT tile installation
   Construction Cost: 24,8500.00
   Completion Date: 08/09/2022

Business Name: SAFA CONSTRUCTION, LLC

Signature of Authorized Representative: Dilnahar Shuvo

Print Name: DILNAHAR HOSSAIN SHUVO, PE

Title: Authorized Representative

Date: 11/11/2022

TAB 3: PROPOSER QUALIFICATIONS/ KEY PERSONNEL

RFP NO. 22-1115200
PROPOSER QUALIFICATIONS

DEMOLISH THE EXISTING LAYOUT AND OFFICES AND BUILD THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES AT 780 FISHERMAN STREET (FIRST FLOOR)

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: SAFA CONSTRUCTION, LLC

   Address: 11186 SW 17TH MNR

   City, State, Zip: DAVIE, FL 33324 Phone/Fax: (954) 326-8295

2. Check One: Corporation (✓) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 09/20/2021 State in which Incorporated: FL

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

MD S RAHMAN, CGC,PE, PMP (CEO)	09/20/2021
DILNAHAR H SHUVO, PE (AR)	09/20/2021

6. The length of time in business: 1 (ONE) years

7. The length of time (continuous) in business as a service organization in Florida:
   1 (ONE) years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

MD Shahinur Rahman, CGC, PMP, MS, PE (CA, FL),

President

SAFA CONSTRUCTION, LLC

EDUCATION

- Master of Science in Computer Science, Texas A&M University, TX, 2003
- Bachelor of Science in Civil Engineering, Bangladesh University of Engineering and Technology (BUET), 1998

PROFESSIONAL CERTIFICATIONS

- Certified General Contractor CGC License No. 1531601
- Professional Engineer FL PE License No. 80669
- Professional Engineer CA PE License No. 75093
- Project Management Professional, Cert No 1474518

PROFESSIONAL TRAINING

- 30 Hours OSHA
- Advanced MOT Certification

KEY EXPERIENCE

- Construction Administration
- CPM Scheduling
- Asset Management
- Contract Negotiation
- Strategic Planning
- Estimating and Bids
- Value Engineering
- Quality Assurance
- Business Development
- Clients Relationship
- Procurement
- Leadership

WORK HISTORY

- SAFA Construction LLC.
- SSN Engineering
- Marlin Engineering
- Kimley-Horn and Associates

SUMMARY OF EXPERIENCE

Over Twenty (20) years of experience in Civil Engineering construction and leading all functions of Heavy Civil Construction and Project Management including Contract Administration, Accounting, Planning, Design, Processing, Specs Review, Field Supervision and Operations, Managing Staff, Mentoring young Professionals, Supervising sub-contractors, Budgeting, Scheduling, Progress Reporting and Timely Completion of Projects. Mr. MD's areas of expertise are:

- Manage contracts and completion of several municipal, commercial and private construction projects from a variety range of scopes and in excess of $2.8 Billion.
- Monitoring the progress of contracts administration including design-build projects.
- Receive and analyze bids after award for turnover to management team.
- Execution of construction including supervision of subcontractors, and awarding sub's subcontracts and major purchase orders with vendors and suppliers.
- Work with Senior VP, operations manager, field and office core personnel to establish planning for job Execution and Logistics.
- Evaluate and maintain cost control and forecasting from beginning and thru the duration of project.
- Coordinates requirements of governing authorities for permits, inspections and final approval of the project with A/E.
- Maintain submittal control, including scheduling, receiving, reviewing, approving and expediting submittals from suppliers and subcontractors to comply with progress of CPM schedule.
- Manages client relations and participate with the development of new business for the company.
- Control invoicing from subcontractors and vendors, including review and approval of schedules of values, pay requisitions and verify compliance of subs with proper insurance coverage.
- Review and monitors QC/QA and safety.
- Supervise and assists in the development of office personnel through mentoring and on-the-job training.
- Effectively manages project close-out tasks and warranty work.

PROJECT EXPERIENCES

- Midtown Miam, Miami Dade County FL - Eight (8) - 36 story building, 3 shopping Mall with 1.2 Mile roadway, underground utility- Installation of 26,400 LF of 36" C-900 PVC Pipe, 21,400 LF of 42" HDPE pipe including a new meter station and site work restoration for asphalt, concrete sidewalks, curbing, driveways, installation of new drainage structures, piping valves and appurtenances - $2.8 B

- Marriott at Miami Airport , Miami, FL - Installation of 38,500 LF of 28" HDPE and 9,100 LF of 14" HDPE piping system including 200 LF of 30" DIP pipe and overhead metal bridge, nine (9) Recovery Well Systems connected to 28" header pipe with approx. depth from 70-95 feet. FL - $17.0 M

- Aventura Hospital – Site work and underground facilities - $2M
- Eden Roc, Miami-Beach, FL– Site work, underground utilities and paving-City of Sunrise FL- $1.5M
- Capital at Brickell, Miami, FL - Utilities and Environmental Services. Approx. 8,000 feet of 8" and 12" pressure line system - $7.2 M approx. construction cost.
- Ransom Everglades high school, Miami, FL - $1.4 M.
- New World Symphony, Miami-Beach, FL - $1.3 M.
- City of Opa-Locka Florida – Cairo Lane and NW 127th Street improvements $5.1 M.
- SR 710 (Beeline Highway) from West of Congress Avenue to West of Australian Avenue - $4.5 M.
- MDX Design Engineering for SR 874 from Kendall Drive to SR 826, Miami, FL - $4.7 M.
- Two Midtown, Miami, FL -$4.5 M.
- BJ's at Red Road, Miami, FL. $2.0 M
- Lincoln Road closer, Miami Beach, FL, Miami Beach Public Works - $750K.
- 1111 Lincoln Road , Miami Beach, FL - $200K.
- Capital at Brickell, Miami, FL. - $740K
- Mt. Sinai Central Energy Plant, Miami Beach, FL - $1.5 M
- University of Miami Hospital parking garage, Miami, FL.-$4.1 M
- University of Miami Hospital Chill water line, Miami, FL. - $350K
- Miami County Day School, Miami, FL. Construction of new reclaim water pond facility for water storage including HDPE liner Installation, a new meter station, control structure, 24" underground piping, stilling well and level controls, and littoral planting. - $480K
- The Fresh Market, Miami Beach, FL. Rehabilitation of four (4) filter media for water treatment process including demolition of exiting filter system, re-coating of existing concrete filter structures, installation of new filter media, piping, blowers and electrical controls for plant Motor Control Center (MCC). - $450K
- Grove Village, Miami, FL.- $3.5 M
- Toll Brothers, Miami Beach, FL. - $2.5 M
- CVS (Flagler & 87 Ave), Miami, FL. - $178K
- Clewiston States- Residential Development, Hendry County, FL. - $357K
- Fire Station-13-NW 79th street and NE 10th Avenue, Miami, FL.- $100K
- Florida Turnpike -From Eureka Drive to 88th Street FL. - $500K
- Flamingo Park, City of Sunrise, Fl. - $3.5 M
- Civic Center Improvement, City of Sunrise, FL. - $7.5 M

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

RAHMAN, MD SHAHINUR

SAFA CONSTRUCTION, LLC
11186 SW 17TH MNR
DAVIE FL 33324

LICENSE NUMBER: CGC1531601

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

RAHMAN, MD SHAHINUR

11186 SW 17T MNR
DAVIE FL 33324

LICENSE NUMBER: PE80669

EXPIRATION DATE: FEBRUARY 28, 2023

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BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

ISSUANCE DATE
JULY 23, 2009

EXPIRATION DATE
DECEMBER 31, 2023

CURRENT DATE / TIME
APRIL 24, 2022
1:09:11 PM

LICENSING DETAILS FOR: 75093

NAME: RAHMAN, MD SHAHINUR

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS

11186 SW 17TH MNR
DAVIE FL 33324
OUT OF STATE COUNTY

MAP

Project Management Institute

THIS IS TO CERTIFY THAT

MD SHAHINUR RAHMAN

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

Tony Appleby
Chair, Board of Directors

Sunil Prashara
President and Chief Executive Officer

PROJECT MANAGEMENT INSTITUTE CORPORATE SEAL 1969 PENNSYLVANIA

PMP® Number: 1474518
PMP® Original Grant Date: 17 December 2011
PMP® Expiration Date: 16 December 2023

Project Management Institute

AdvanceOnline Solutions Online Institute

Certificate of Completion

MD Rahman

has met the online course completion requirements for

OSHA 30-Hour Construction Safety

This student has completed the formal instruction for the 30-Hour Construction Outreach Program. Topics covered in this program were Introduction to OSHA, Managing Safety and Health, Struck-by and Caught-In or Between Hazards, Personal Protective Equipment, Hearing Conservation, Respiratory Protection, Lead and Crystalline Silica, Asbestos, GHS Hazard Communication, Electrical Safety, Hand and Power Tools, Fall Protection, Ladder Safety, Excavations, Scaffolds, Crane Safety, Heavy Equipment, Forklift Safety, Materials Handling, Permit-Required Confined Spaces, Fire Safety, Welding and Cutting, Concrete and Masonry, Steel Erection, and Ergonomics.

As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class. — Rick Gleason

Instructor Rick Gleason
Course ID A0310
Certificate ID 15608_1672064

Date 3/22/2020 7:42:00 AM
Time Online 47:11:32
AdvanceOnline Solutions, Inc.
1811 Bering Drive, Suite 430
Houston, Texas 77057
www.advanceonline.com
(713) 621-1100

AdvanceOnline SOLUTIONS

Texas A&M University-Commerce

Be it Known That

Md. Shahinur Rahman

having successfully completed the Course of Study as prescribed by the Faculty and Board of Regents and having complied with all other requirements of the University, has been declared a

Master of Science

and is entitled to all rights and privileges appertaining to that degree.

In Testimony whereof, the Board of Regents, upon recommendation of the Faculty, has granted this Diploma, bearing the seal of the University.

Done this tenth day of May, Two Thousand Three.

H D Graves
Chancellor

Keith D McFarland
President

Dilnahar H. Shuvo, MS, PE
Vice-President

Ms. Shuvo, with eight years of experience, has prepared calculations and plans for the design of highways and streets, including roadway alignments and profiles, signing and striping, lighting, paving, and grading, preforming quantity calculations, design calculations, and project cost estimating, researched standards and specifications and has worked with City, County, State, and Federal manuals utilizing applied software to perform engineering analysis and prepare reports. She also has lighting, sign design and drainage design experience using AGI32, Guide Sign, AutoTurn Analysis and ICPR. Ms. Shuvo has working experience with OpenRoads Designer, MicroStation, AutoCAD, Microsoft Office, HCM 2000, and CORSIM (Version 6.0).

EDUCATION

Master of Science in Civil Engineering, Florida International University (FIU), Florida, 2008

Bachelor of Science in Civil Engineering, Bangladesh University of Engineering & Technology, (BUET), Bangladesh, 2004

REGISTRATION

Professional Engineer #92997, FL

CERTIFICATIONS/TRAINING

Certified, Advanced Work Zone Traffic Control, 2021

Training, FDOT, Specifications Package Preparation, 2016

PROJECT EXPERIENCE

I-95 and Spanish River Boulevard Interchange, Palm Beach County – FDOT District 4
Engineer Intern responsible for assisting in the design for the drainage modifications of Segments 4 and 5. This task was part of the on-going design build project at the I-95 Spanish River Blvd Interchange in Boca Raton, FL. This project included the construction a new two-level interchange, modification of the existing Yamato Road and I-95 interchange, addition of auxiliary lanes from Glades Road to Congress Avenue on I-95 and cross street improvements of Spanish River Blvd. and Yamato Road. This two-level interchange includes coordination with FAA, Boca Airport, City of Boca Raton, and Florida Atlantic University (FAU). This improvement will provide connectivity between FAU, Tri-Rail and I-95 and alleviate daily congestion as well as accommodate traffic generated during events held at the FAU stadium.

Boynton Beach Various Locations, Palm Beach County – FDOT District 4
Project Engineer for this is a federally funded, MPO driven, off-system project to improve mobility along Boynton Beach Blvd. This project has two main corridors with various segments. The first segment runs along Boynton Beach Blvd, the existing travel lanes width will be reduced to provide an 11' and 10' travel lane in each direction with sharrows and an 11' and 15' shared use path. This segment also includes decorative lighting along the corridor. The second segment runs along NE 3rd St, Boynton Beach Blvd, and Ocean Ave providing sharrows. The main items included in the scope are, the accommodation of bicyclists.

City of Oakland Park Lakeside Sidewalks – Various Locations, Broward County – FDOT District 4
Project Engineer for this mobility project consisting of pedestrian improvements for the Lakeside neighborhood. Improvements include filling sidewalk gaps, drainage improvements, and signing and pavement markings.

SR 615/S 25th St from N of Edwards Rd to N of Virginia Ave, St. Lucie County – FDOT District 4
Project Engineer for this RRR project consisting of milling and resurfacing of the existing pavement to extend the service life of the corridor, as well as general highway safety enhancements. The project also includes lighting retrofit at the three signalized intersections and the addition reflectorized backplates.

SR 809/Military Trail from Dyer Blvd to N of Flag Dr, Palm Beach County – FDOT District 4
Project Engineer for this RRR project consisting of milling and

resurfacing of the existing pavement to extend the service life of the corridor, as well as general highway safety enhancements. The project also includes lighting retrofit at the intersection with SR 710/MLK Jr Blvd and signalization upgrades including video detection and the addition of reflectorized backplates.

SR 15 from N of 1st St to Palm Beach/Martin CL, Palm Beach County – FDOT District 4

Project Engineer for this RRR improvement project on 6.636 miles of this two-lane, two-way, undivided, rural facility in Palm Beach County. The main objectives of the project are to extend the life of the existing pavement through milling and resurfacing of existing travel lanes, and to provide wider shoulders in both directions. Pavement markings will be replaced to meet current standards. Existing signs impacted by the proposed improvements will be relocated or replaced based on existing conditions and reflectivity to comply with current standards.

SR 15 from Palm Beach/Martin CL to Martin/Okeechobee CL, Martin County – FDOT District 4

Project Engineer for this RRR improvement project on 12.333 miles of this two-lane, two-way, undivided, rural facility in Martin County. The main objectives of the project are to extend the life of the existing pavement through milling and resurfacing of existing travel lanes, and to provide wider shoulders in both directions. Pavement markings will be replaced to meet current standards. Existing signs impacted by the proposed improvements will be relocated or replaced based on existing conditions and reflectivity to comply with current standards.

Reconstruction of Oslo Road/CR 606 from East of SR 9/I-95 to SW 58th Avenue, Indian River County – FDOT District 4

Responsible for pavement design for this capacity improvement project in City of Vero Beach. The project entails the widening of Oslo Road from a two-lane undivided roadway to a four-lane, divided, suburban roadway. The project limits extend approximately 3 miles from east of SR 9/I-95 (MP 0.280) to SW 58th Avenue (CR 606) (MP 3.013).

SR 706 Indiantown Road Lighting Section 75002-000, Palm beach County – FDOT District 4

Project Engineer for this lighting retrofit project, the responsibilities consisted of providing lighting analysis and lighting plans for 11 intersections along SR 706.

SW 148th Ave from SW 52nd Dr to SW 148th Ct/Bass Creek Rd, Broward County – FDOT District 4

Project Engineer for this mobility project consisting of the construction of a traffic circle at the intersection of SW 148th St and Bass Creek Rd, responsible for lighting and signing and pavement markings. Improvements include a multi-use path, drainage improvements, lighting, signalization, and signing and pavement markings.

Broward Mobility Hollywood - 14th Ave. from Atlantic Shores Blvd to Sheridan St, Broward County – FDOT District 4

Responsible for plan production, drainage design, and pavement design. This is a federally funded, Broward MPO driven, off-system project to improve mobility within Broward County. This project has two main corridors with various segments that are not contiguous. The first segment generally runs along NE 14th Ave, S 14th Ave, and N 14th Ave in the Cities of Hallandale Beach and Hollywood, between Atlantic Shores Blvd and Sheridan St. The second segment runs along Polk Ave from N 17th Ave to N 14th Ave. The main items included in the scope are the accommodation of bicyclists by providing bike lanes or shared lane markings (sharrows)along 14th Ave; and adding shared use paths along Polk St and 14th Ave.

Midway Road Widening/Reconstruction from Glades Cut off Road to Selvitz Road, St. Lucie County – FDOT District 4

Project Engineer for this capacity improvement project, responsibilities included SWPPP and Quality Control of Signing and Pavement Marking and Signalization Plans. The proposed project involves the widening and reconstruction of CR-712/Midway Road from a 2-lane undivided roadway to a 4-lane divided facility between Glades Cut Off Road/County Road 709 and Selvitz Road in Saint Lucie County. The project also includes replacement of the existing bridge (ID 940050) over the Florida's Turnpike (SR-91).

Ron DeSantis, Governor

Julie I. Brown,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SHUVO, DILNAHAR HOSSAIN

11186 SW 17TH MNR
DAVIE FL 33324

LICENSE NUMBER: PE92997

EXPIRATION DATE: FEBRUARY 28, 2023

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Florida International University

On recommendation of the Faculty and by virtue of the authority vested in it
by the Board of Trustees hereby confers upon

Dilnahar Hossain Shuvo

the degree of

Master of Science in Civil Engineering

College of Engineering and Computing

In Testimony Whereof, the signatures of the University's officers are hereto affixed in Miami, Florida

April 17, 2008

Chairman, Board of Trustees

Governor

President of the University

Interim Dean

TAB 4: REFERENCES

EXHIBIT 4
LIST OF REFERENCES

1. Reference 1:
   a. Name: Maqsood M Nasir, P.E. (Director, Engineering Services & Construction Management)
   b. Address: 4300 NW 36th Street | Lauderdale Lakes, FL 33319
   c. Phone Number: 954-535-2712
   d. Fax Number: 954-733-4220
   e. Email Address: mmnasir@lauderdalelakes.org

2. Reference 2:
   a. Name: Robin Soodeen (Assistant Public Work Director)
   b. Address: 4300 NW 36th Street | Lauderdale Lakes, FL 33319
   c. Phone Number: 954-535-2758
   d. Fax Number: 954-733-4220
   e. Email Address: RobinS@lauderdalelakes.org

3. Reference 3:
   a. Name: Carlos Gonzalez (CIP – Project Manager)
   b. Address: 780 Fisherman Street, Opa-Locka, Florida 33054
   c. Phone Number: 305 953-2868
   d. Fax Number:
   e. Email Address: cgonzalez@Opalockafl.gov

Business Name: SAFA CONSTRUCTION, LLC

Signature of Authorized Representative: Dilnahar Shuvo

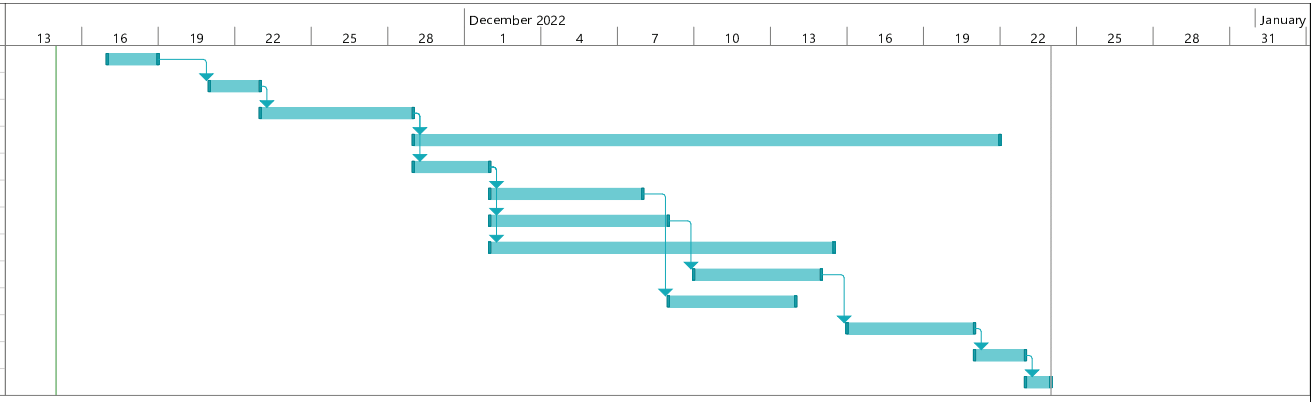
Print Name: DILNAHAR HOSSAIN SHUVO, PE

Title: Authorized Representative

Date: 11/11/2022

TAB 5: SCHEDULE

ID	Task Mode	Task Name	Duration	Start
1		Notice to proceed	2 days	Thu 11/17/22
2		Permitting	2 days	Mon 11/21/22
3		Demolition	4 days	Wed 11/23/22
4		Commission Stage	17 days	Tue 11/29/22
5		Frameing	3 days	Tue 11/29/22
6		Ceiling	4 days	Fri 12/2/22
7		Electrical /IT Work	5 days	Fri 12/2/22
8		HAVC work	9.5 days	Fri 12/2/22
9		Dry wall/inside door install	4 days	Sat 12/10/22
10		Fire sprinkler head	3 days	Fri 12/9/22
11		Painting	3 days	Fri 12/16/22
12		Flooring	2 days	Wed 12/21/22
13		Project finish	1 day	Fri 12/23/22



Project: COMMISSION CHAMB
Date: Tue 11/15/22

Task	Project Summary	Manual Task	Start-only	Deadline			
Split	Inactive Task	Duration-only	Finish-only	Progress			
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress			
Summary	Inactive Summary	Manual Summary	External Milestone				

TAB 6: PRICE PROPOSAL

RFP NO: 22-1115100

PRICE PROPOSAL FORM

DEMOLISH THE EXISTING LAYOUT OFFICES AND BUILD

THE CITY COMMISSION CHAMBERS AT 780 FISHERMAN STREET (THIRD FLOOR)

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 195,000.00

SUBMITTED THIS 15 DAY OF November 2022.

BID SUBMITTED BY:

SAFA CONSTRUCTION, LLC	(954) 326-8295
Company	Telephone Number
MD SHAHINUR RAHMAN	N/A
Name of Person Authorized to Submit Bid	Fax Number
	md.rahman@safaconstruction.net
Signature	Email Address
CEO	
Title	

TAB 7: BOND CAPACITY

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

Bond Number: 428593

CONTRACTOR:
(Name, legal status and address)

SAFA Construction, LLC
11186 SW 17th Manor
Davie, FL 33324

SURETY:
(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:
(Name, legal status and address)

City of Opa-locka (Florida)
Office of the City Clerk, 780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

BOND AMOUNT: Five Percent of Bid Amount
5 %

PROJECT:
(Name, location or address, and Project number, if any)
DEMOLISH AND BUILD CITY COMMISSION CHAMBERS
(RFP NO: 221115100)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of November, 2022

SAFA Construction, LLC

(Witness) DILNAHAR HOSSAIN SHUVO

(Principal) MD SHAHINUR RAHMAN *(Seal)*

(Title) CEO

(Witness) Brian S. Smith

Merchants Bonding Company (Mutual)
(Surety) *(Seal)*

(Title) Peter C Gibbs Attorney-in-Fact

CON 0657 (2/15) Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

Bond #: 428593

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Peter C Gibbs

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of November , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of November , 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of November , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants Bonding Company (Mutual) ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS BONDING COMPANY (MUTUAL)



By: _____
Larry Taylor, President

TAB 8: INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/04/2022

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	CONTACT NAME: Tom Reed	
Insurance by Rob 4851 Hillsboro Blvd, A-11 Coconut Creek FL 33073	PHONE (A/C, No, Ext): (954) 331-4468	FAX (A/C, No):
	E-MAIL ADDRESS: info@InsuranceByRob.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : EVANSTON INS CO	35378
INSURED SAFA CONSTRUCTION, LLC 11186 SW 17th Mnr Davie FL 33324	INSURER B : INFINITY ASSUR INS CO	39497
	INSURER C : BIBERK BERKSHIRE HATHAWAY DIRECT INSUR.	10391
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	x	x	3AA565057	05/06/2022	05/06/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] HNOA incl		x	509-82007-9259-001	10/20/2022	10/20/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $		X	EZXS3079011	05/06/2022	05/06/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		N9WC539114	04/02/2022	04/02/2023	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

The Town of Davie is named as additional insured if required by contract. Davie Community Redevelopment Agency 8800 SW 36th Street Davie Fl 33328 is named as additional insured.

Contractor license: CGC1531601

CERTIFICATE HOLDER

CITY OF OPA-LOCKA

780 FISHERMAN ST
OPA-LOCKA FL 33054

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

tom reed

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TAB 9: DEBARMENT, SUSPENSION CERTIFICATION

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature 

Printed Name MD SHAHINUR RAHMAN, CEO

TAB 10: DRUG-FREE CERTIFICATION

CITY OF OPA-LOCKA
RFP NO. 22-1115200

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 controlled substances 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 bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by MD SHAHINUR RAHMAN the
(Name)
CEO of SAFA CONSTRUCTION, LLC
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

11/ 15/2022 _____
Date Signature

TAB 11: NON-COLLUSION AFFIDAVIT

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

I, MD SHAHINUR RAHMAN **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the OWNER OF SAFA CONSTRUCTION, LLC (Owner, Partner, Officer, Representative or Agent) of _____ the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

(4) Neither the said PROPONENT 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 PROPONENT, 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 agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ MD SHAHINUR RAHMAN, CEO
Witness Print Name and Title

TAB 12: NON-DISCRIMINATION AFFIDAVIT

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: MD SHAHINUR RAHMAN

Title: CEO

Sworn and subscribed before this

14th day of November, 2022

Ayesha Hack

Notary Public, State of Florida

AYESHA HACK

(Printed Name)

AYESHA HACK
Notary Public - State of Florida
Commission # HH 222913
My Comm. Expires Apr 17, 2026
Bonded through National Notary Assn.

My commission expires: 04-17-2026

TAB 13: E-VERIFY FORM

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: SAFA CONSTRUCTION, LLC

Authorized Signature: 

Print Name: MD SHAHINUR RAHMAN

Title: CEO

Date: 11/15/2022

Sponsored By: Interim City Manager

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. FOR THE DEMOLITION OF THE EXISTING OFFICES AND CONSTRUCTION OF NEW POLICE DEPARTMENT COMMAND STAFF OFFICES AT 780 FISHERMAN STREET (1ST FLOOR) PURSUANT TO RFP NO. 22-1115200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. FOR SAME, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-NINE THOUSAND, FIVE HUNDRED ($199,500.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 23, 2022, the City of Opa-Locka ("City") published Request for Proposals (RFP) No. 22-1115200 to Demolish the Existing Layout Offices and Build the new Police Department Command Staff Offices at 780 Fisherman Street (First Floor), within the City; and

WHEREAS, two (2) sealed proposals were received by the City Clerk's Office and certified by the City Clerk on November 16, 2022; and

WHEREAS, the Evaluation Committee reviewed the proposals and subsequently selected Diamanti Construction & Development, Inc. ("Diamanti") as the most responsive responsible bidder; and

WHEREAS, the City Commission finds that acceptance of Diamanti Construction & Development, Inc.'s proposal to Demolish the Existing Layout Offices and Build the new Police Department Command Staff Offices at 780 Fisherman Street (First Floor), within the City and entering into an agreement with said company is in the best interest of the City of Opa-Locka and its residents.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby accepts the proposal of Diamanti Construction & Development, Inc., relating to Request for Proposals (RFP) 22-1115200, to Demolish the Existing Layout Offices and Build the new Police Department Command Staff Offices at 780 Fisherman Street (First Floor), within the City, and authorizes the City Manager to enter into an agreement for same, attached hereto as Exhibit "A", in an amount not to exceed One Hundred Ninety-Nine Thousand, Five Hundred ($199,500.00).

SECTION 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Director:				**Department Director Signature:**				
City Manager:	Darvin Williams			**CM Signature:**				
Commission Meeting Date:	*12.14.2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X		**Enhance Organizational** ☐ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐					
Sponsor Name	City Manager		**Department:**		City Manager			

Short Title:

A resolution authorizing the City Manager to accept the proposal of Diamanti Construction & Development for demolition of the existing offices and build new Police Department Command Staff Offices at 780 Fisherman Street (1st Floor) pursuant to RFP No. 22-1115200 and further authorizing the Interim City Manager to enter into an agreement with Diamanti Construction & Development.

Staff Summary:

Request for Proposals (RFP) 22-1115200 was published on October 23, 2022 for Demolishing and Construction Services.

Two (2) companies submitted proposals/documents which were certified by the City Clerk on November 16, 2022.

The Evaluation Committee reviewed the proposals and subsequently selected Diamanti Construction & Development as the most responsive responsible bidder.

The proposals are listed in order from highest to lowest ranking based on Evaluation Committee scoring.

(1st)
Diamanti Construction & Development was ranked first. The company has agreed to engage professionally and efficiently during demolition and renovation activity.

Their team of subcontractors and associates have decades of combined experience in renovation involving commercial, residential, and historic buildings, government offices, gas stations, medical offices, and retail pharmacies.

(2nd)
SAFA Construction, LLC was ranked second. The company has experience in Civil Engineering Construction and leading all functions of Heavy Civil Construction and Project Management.

Financial Impact: Diamanti Construction & Development, Inc.'s bid was $199,500. This will be funded with a State grant of $1,125,000 for demolition of the former Police Station and relocation of the current Police headquarters from the third floor to the first floor of 780 Fisherman Street.

Proposed Action:

Staff recommends the City Commission approve the recommendation for Diamanti Construction & Development, Inc. based on the Selection Committee review, scoring and ranking, and authorize the Interim City Manager to enter into an agreement with said company.

Attachment:

RFP No. 22-1115200
Bid Certification
Committee Evaluation Forms
Bid Proposals

AGREEMENT FOR DEMOLISH THE EXISTING LAYOUT OFFICES AND BUILD THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES

THIS IS AN AGREEMENT, dated the_____day of_____, 2022, between:

THE CITY OF OPA-LOCKA, a Florida municipal corporation,
hereinafter "CITY"

and

DIAMANTI CONSTRUCTION &
DEVELOPMENT, INC.
INCORPORATED
a Florida Corporation, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, andpayments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of a CONTRACTOR to provide the services for a project titled, Demolish the existing layout offices and build the new Police Department Command Staff Offices.

1.2 CITY finds it necessary to seek a professional, full-service company to demolish the existing layout offices and build the mew Police Department Command Staff Offices.

1.3 CITY issued RFP 22-1115200 ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.

1.3 At its meeting of December 14, 2022, CITY selected CONTRACTOR to perform services needed that will provide professional full services of a Demolition company.

1.4 Contractor's firm will be responsible for demolishing the existing layout offices and build the City Commission Chambers. CONTRACTOR's project team agrees to demonstrate the necessary experience, skills, and understanding for services rendered pursuant to RFP No. 22-1115200.

ARTICLE 2 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Request for Proposals RFP 22-1115200, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A", Scope of Services.

2.2 CONTRACTOR shall abide by all specifications outlined in RFP 22-1115200.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, and that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR as set forth in CONTRACTOR's response to RFP.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date this Agreement is executed by both parties.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with this Agreement and RFP 22-1115200. The payment for services pursuant to this Agreement shall not exceed One Hundred Ninety Nine Thousand Five Hundred Fifty Dollars ($199,500.00).

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit-sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be based on the following conditions:

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate financial staff. If services havebeen rendered in conformity with the Agreement, the invoice will be sent to theCity of Opa-locka's Finance Department for payment and may need to be subsequently approved by the State of Florida.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the CITY.

D. Final Invoice. In order for both parties herein to close their books and records,the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claimsby the CITY. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5
CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms ofthe Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY.In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period ofthe contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation

- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed,with minim limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.6 The CONTRACTOR shall hold the CITY, the City of Opa-locka their agents, and employees, harmless on account of claims for damages to persons, property or premisesarising out of the operations to complete this Agreement and name the CITY as an additionalinsured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever onaccount of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above-mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above-mentioned matters, except in the event that the CITY fails to pay to CONTRACTOR thefees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and allclaims, demands, or causes of action of whatsoever kind or nature, and the resulting losses,costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees,sustained by the CITY or any third party arising out of, or by reason of, or resulting from the

CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the CITY liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

9.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreementas described in Article 2 of this Agreement. Such changes or additional services must be in accordance with a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

9.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 10
TERM AND TERMINATION

10.1 This Agreement shall commence upon execution of this Agreement and shall not exceed six months.

10.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes itto be terminated, he shall indemnify the CITY against any loss pertaining to this terminationup to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 11
CONTRACT DOCUMENTS

11.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; RFP 22-1115100, Exhibit "A", and the Scope of Services attached hereto as Exhibit “B”.

ARTICLE 12
MISCELLANEOUS

12.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparingsame shall not apply due to the joint contribution of both parties.

12.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR withoutthe prior written consent of CITY. For purposes of this Agreement, any change of ownershipof CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

12.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable.

Such books and records shall be available at all reasonable times for examination and audit by CITY and shall be kept for aperiod of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extentCONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost,all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidentialand exempt. All records stored electronically must be provided to the CITY.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CH. 119, F..S, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS AT: (305) 953-2868; 780 Fisherman Street, Opa-Locka, FL 33054; jflores@opalockafl.gov.

12.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.

12.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to payany person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Forthe breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwiserecover the full amount of such fee, commission, percentage, gift or consideration.

12.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail or national delivery service withverified confirmation. If by mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY:	Darvin Williams, Interim City Manager City of Opa-locka Municipal Complex 780 Fisherman Street, Fourth Floor Opa-Locka, FL 33054
Copy To:	Burnadette Norris-Weeks, City Attorney Burnadette Norris-Weeks, P.A. 401 North Avenue of the Arts Fort Lauderdale, Florida 33311
Contractor:	Mohammed S. Islam, President 524 N H Street Lake Worth Beach, FL 33460

12.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalfof the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

12.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those asto which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.11 Governing Law. This Agreement shall be governed by the laws of the State of Floridawith venue lying in Miami-Dade County, Florida.

12.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreementshall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

12.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

12.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

12.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construedas a waiver or relinquishment for the future of any such provision, condition, or right, but thesame shall remain in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the dayand year first written above.

City of Opa-Locka

ATTEST:

BY:

Joanna Flores
City Clerk

Darvin Williams
Interim City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, City Attorney

CONTRACTOR

WITNESSES:

_____ BY:_____
Mohammed S. Islam
President

_____

ATTEST:

_____
SECRETARY

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of_____, for the use and purposes mentioned in it and affixed the official seal ofthe corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at inthe State and County aforesaid on this_____day of_____, 2022.

_____
NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
RFP 22-1115200 ("RFP"),

City of Opa-locka

RFP NO: 22-1115200

REQUEST FOR PROPOSAL (RFP)

DEMOLISH THE EXISTING LAYOUT AND OFFICES AND BUILD THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES AT 780 FISHERMAN STREET (FIRST FLOOR)

DEMOLISH THE EXISTING LAYOUT AND OFFICES AND
BUILD THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES
AT 780 FISHERMAN STREET (FIRST FLOOR)

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REQUEST FOR PROPOSALS
RFP NO: 22-1115200

DEMOLISH THE EXISTING LAYOUT AND OFFICES AND BUILD THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES AT 780 FISHERMAN STREET (FIRST FLOOR)

Sealed Proposals for the Executive PD Suite 780 Fisherman Street, First Floor will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Tuesday, November 15, 2022 by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked RFP **Demolish the Existing Layout and Offices and Build the New Police Department Command Staff Offices at 780 Fisherman Street (FIRST FLOOR).**

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 22-1115200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Tuesday, November 1, 2022 at 10:30 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via zoom.

To participate via Zoom, please use the call-in information listed below:
https://us02web.zoom.us/j/85005397345?pwd=bFlVUVVlWnNuZ3JRUWNlZjN0Umsydz09
Meeting ID: 850 0539 7345
Passcode: 172008
One tap mobile
+13017158592,,85005397345#,,,,*172008# US (Washington DC)
+13092053325,,85005397345#,,,,*172008# US

Dial by your location
+1 301 715 8592 US (Washington DC)
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
Find your local number: https://us02web.zoom.us/u/kd8gjJ46pk

Joanna Flores, CMC
City Clerk

RFP NO. 22-1115200

DEMOLISH THE EXISTING LAYOUT AND OFFICES AND BUILD THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES AT 780 FISHERMAN STREET (FIRST FLOOR)

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is requesting proposals from qualified professional companies to provide and serve as project general contractor associated with the **Demolishing the Existing Layout and Offices and Build the New Police Department Command Staff Offices at 780 Fisherman Street (FIRST FLOOR).**

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 pm on Tuesday, November 15, 2022. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: RFP NO. 22-1115200 – Demolish the Existing Layout and Offices and Build the New Police Department Command Staff Offices at 780 Fisherman Street (FIRST FLOOR).

This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD or USB in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than $1,000,000 per Occurrence/ $2,000,000 Aggregate (Including Policy Number and Policy Period);

2. Evidence of Auto Liability coverage with limits not less than $1,000,000 per Occurrence/$1,000,000 Aggregate (Including Policy Number and Policy Period);

3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than $100,000 (Including Policy Number and Policy Period);

4.The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);

5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently $25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

MINIMUM SPECIFICATIONS
SCOPE OF SERVICES:

The City of Opa-locka requests proposals from State of Florida Licensed General Contractors to serve as project General Contractors associated with the demolition, build, and installation of the new Police Department Command Staff Offices at 780 Fisherman Street 1st Floor Municipal Complex.

The City is seeking firms whose combination of experience and expertise will provide environmentally sound, professional, timely, and cost- effective services to the City. The City reserves the right to enter into one or more contracts with any firm selected under this RFP process.

The project general contractor shall not exceed the budgeted direct construction cost of ($100,000.00). The project general will obtain all permits related to Construction and Fire Dept. to comply with City of Opa-locka and Miami Dade County Construction Standards. The scope of services includes demolition of existing structures, repairs, HVAC, renovation of space and flooring:

The Offices for the Police Department Command Staff, 780 Fisherman Street, 1st Floor, Opa-locka Florida, 33054

A. Summary of Major Project Elements

The following summary was developed to capture major elements of the project scope. In addition to the scope description below, comply with the most recent editions of the Florida Building and Fire Code Standards.

BASE SCOPE: The base scope of services will include the following for 780 Fisherman Street First Floor Command Staff Offices, Opa-locka Florida, 33054.

- Demolition/Construction will include the following:

DEMOLITION:
1. Remove existing walls, Doors, and Flooring
2. Disconnect all Electrical wiring and fixtures along the existing walls

CONSTRUCTION:
1. Build Six Rooms as per the proposed plan (construct as fire rated up to the concrete ceiling height)
2. Install Six Fire Rated Doors as per the plan
3. Repair all damaged grids and install new ceiling panels as required
4. Install Bulletproof Glass for Windows and Doors
5. Paint all rooms and outside the rooms, and hallway with city-approved color

HAVC WORK:
1. Relocate the Air Handler unit in the newly constructed AC Closet
2. Build New Plenum for Supply Duct
3. Repair any damaged duct during renovation
4. Run Nine Air Supply and Return Ducts as per plan

ELECTRICAL WORK:
1. Install New Receptacles, On/Off Switch, LED
Light Fixture in Each Room
2. Replace all Existing Hallway Light Fixtures with LED Fixtures
3. Rewire all fixtures as required
4. Install New LED Exit light Fixtures with Battery Back-Up

FLOORING:
1. Install Waterproof Vinyl Plank for newly build rooms
2. Install Baseboard as per city approval in newly build rooms

FIRE SPRINKLER HEAD:
1. Rearrange Fire Sprinkler Heads in all six rooms and hallway meeting Fire Code

A. Anticipated Project Schedule

The project schedule includes the following milestones:

- September 2022: RFP Issued.
- October 2022: Service Agreement Executed, Demolition begins
- October- November 2022: Construction Window for Base Scope Only (Occupancy Achieved)
- December 16, 2022: Project Final Completion & As-Builts

3.1 Proposal Requirements

The proposal shall include the following:

1. Understanding of the Scope of Work.
   Describe your understanding of the work to be performed.
2. Experience and Qualifications of Firm.
   List similar projects successfully completed within the last five (5) years.
3. Key Personnel.
   Please provide the names and qualifications of the key personnel assigned to this contract.
4. References.
   Provide a list of references from the past and current clients within the last five (5) years.

5 Schedule.
Contractor shall submit a timeline as to when each task will be completed

6. Fee Proposal.
   The fee proposal will be reviewed but is not the sole factor in the selection process. Submit documentation associated with the pricing of each task.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents
Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

- 3.2.3.1 Limit to one or two pages.
- 3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.
- 3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
- 3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

- 3.2.4.1 Name of Business.
- 3.2.4.2 Mailing Address and Phone Number.
- 3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.
- 3.2.4.4 Normal business hours.
- 3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
- 3.2.4.6 Give the date business was organized and/or incorporated, and where.
- 3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.
- 3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.
- 3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach
Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

- 3.2.6.1 Specify the number of years the Proposer has been in business.
- 3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing masonry services 2. Qualifications and experience of staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	25
References 1. Performance of similar services for governmental clients including at least two references	10
Resources and approach 1. Adequate resources 2. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services	35
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

PROPOSER QUALIFICATIONS

DEMOLISH THE EXISTING LAYOUT AND OFFICES AND BUILD THE

NEW POLICE DEPARTMENT COMMAND STAFF OFFICES AT 780 FISHERMAN STREET (FIRST FLOOR)

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: _____

   Address: _____

   City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

   _____ _____

   _____ _____

   _____ _____

   _____ _____

6. The length of time in business: _____years

7. The length of time (continuous) in business as a service organization in Florida:
   _____years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 22-1115200

PRICE PROPOSAL FORM

DEMOLISH THE EXISTING LAYOUT AND OFFICES AND BUILD THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES AT 780 FISHERMAN STREET (FIRST FLOOR)

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $_____

SUBMITTED
THIS _____ DAY OF _____ 2022.

BID SUBMITTED BY:

_____	_____
Company	Telephone Number
_____	_____
Name of Person Authorized to Submit Bid	Fax Number
_____	_____
Signature	Email Address
_____	
Title	

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 controlled substances 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 bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by_____ the
(Name)
_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Date Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

(4) Neither the said PROPONENT 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 PROPONENT, 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 agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ _____
Witness Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

Sworn and subscribed before this

_____day of_____, 20____

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires:_____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature:_____

Print Name: _____

Title: _____

Date: _____

CITY OF OPA-LOCKA
CERTIFICATION

REQUEST FOR PROPOSALS
RFP NO. 22-1115200
DEMOLISH THE EXISTING LAYOUT OFFICES AND BUILD NEW POLICE DEPARTMENT COMMAND STAFF OFFICES

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed proposal(s) were received and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 11:38 a.m. this 16th day of November, 2022.

PROPOSAL(S) RECEIVED

	NAME/ADDRESS	LUMP SUM PRICE
1.	**SAFA Construction, LLC** **11186 SW 17 MNR** **Davie, FL 33324** **Contact: MD Shahinur Rahman, CEO** **Tele: (954) 326-8295** **Email: md.rahman@safaconstruction.net**	**$ 331,751.50**
2.	**Diamanti Construction & Development, Inc.** **524 N H ST** **Lake Worth Beach, FL 33460** **Contact: Mohammed S. Islam** **Tele: (561) 301-7191** **Email: diamanticonstructionfl@gmail.com**	**$ 199,500.00**

Please note that the proposal from SAFA Construction, LLC was submitted via Demand Star (e-bid) and provided to the City Clerk by the City Manager's Office on Tuesday, November 15, 2022.

I further certify that proposal(s) were submitted and properly opened in the presence of the following:

Sha'mecca Lawson
Assistant City Manager
City of Opa-locka

Joanna Flores, CMC
City Clerk
City of Opa-locka

DIAMANTI CONSTRUCTION & DEVELOPMENT. INC

RFP NO: 22-1115200

DEMOLISH THE EXISTING LAYOUT AND OFFICES TO BUILD THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES

780 FISHERMAN STREET (FIRST FLOOR)

PROPOSAL PRESENTED BY

DIAMANTI CONSTRUCTION & DEVELOPMENT, INC

524 N H ST

LAKE WORTH BEACH, FL 33460

PH: 561-301-7191

EMAIL: diamanticonstructionfl@gmail.com

CONTACT PERSON: MOHAMMED S ISLAM

TABLE OF CONTENTS

Section:

1. Letter of Transmittal

2. General Information

3. Project Approach

4. Experience and Qualifications

5. Schedule

6. Pricing of Services

7. References

8. Additional Forms

9. Exhibit-A

Section 1: Letter of Transmittal

In Diamanti Construction & Development, Inc, our subcontractors and professional associates understand the scope of the work outlined in the sections of the Part II of RFP. We are committed to comply with all the Federal, State, County and City regulations from beginning to completion of the project.

We recognize the office environment and will comply with cleanliness and professionalism in and around the City Building.

Proposer and its subcontractor will maintain direct communication with city engineers and project managers for on time completion of the project.

Proposer and its subcontractors will follow the safety regulations in accordance with OSHA, State, County, and City.

Diamanti Construction & Development, Inc designate Mr. Mohammed S Islam (Qualifier) as the authorized person to represent the proposer.

Mohammed S Islam is the Certified General Contractor and Qualifier for the Diamanti Construction & Development, Inc.

His office is located at 524 N H ST, Lake Worth Beach, FL 33460 and Direct Contact # 561-301-7191

Section 2: General Information

- Diamanti Construction & Development, Inc
- 524 N H ST, Lake Worth Beach, FL 33460
- Ph#561-301-7191
- Business Hours: 8am-5pm
- Licensed Florida Corporation
- Incorporated in Pam Beach County on 04/14/2016
- Administrative work will be conducted out of the 524 N H St, proposer will also appoint project supervisor for quality and safety assurance.
- Diamanti Construction & Development, Inc is the parent company
- It is licensed, and certified to do business in the State of Florida
- State License and State Registration is attached in Exhibit-A

Section 3: Project Approach

1. Diamanti Construction & Development, Inc will engage professionally and efficiently during demolition and renovation activity.
2. Our team will respect adjacent offices during demolition and renovation process, by removing debris with minimum interference.
3. Proposer will take necessary steps with the owner's permission to use any elevators, stairs, and arrange alternative means of access.
4. Our company will install protective covering to prevent any damage to flooring and adjacent areas.
5. Diamanti and subcontractors will protect any fixtures, areas, during the renovation as per the contract document and owner's request.
6. Proposer will obtain permits necessary for the renovation.

Section 4: Experience and Qualifications

Experience:

Diamanti Construction & Development, Inc is a leader in maintaining the highest level of professionalism, integrity, honesty and fairness in our relationships with clients, subcontractors, suppliers and professional associates.

Our team of subcontractors and associates have decades of combined experience in renovation involving commercial, residential and historic buildings, government offices, gas stations, medical offices, and retail pharmacy.

Our pledge is to establish lasting relationships with our customers by exceeding their expectations and gaining their trust through exceptional performance by every member of the construction team.

Qualifications:

1. **Diamanti Construction & Development, Inc CGC1524241**
2. **Palm Beach Mechanical CAC1815615 / CBC1261691 / EC13009426 / MRSR3305**
3. **Nader Goubran, Architect AIA – NCARB**
4. **Sanjiv Anand, M. Architecture, Project Manager**

Section 5: Schedule

COMMAND STAFF SUITES RENOVATION

No.	Start	End	Task
1	12/1/2022	12/7/2022	Mobilization/Demolition
2	12/08/2022	12/14/2022	Framing/Re-framing
3	12/15/2022	12/21/2022	Elec//HVAC
4	12/22/2022	01/02/2023	X-mas/New Year's Break
5	01/03/2023	01/10/2023	Drywall Hanging/Finishing/Paint
6	01/11/2023	01/20/2023	Flooring/Door/Window
7	01/23/2023	01/27/2023	Punch List/Final Completion

Estimated project completion time: Approx 45 days from start (Including Holiday Breaks)

Section 6: Pricing of Services

PRICING OF SERVICES	
DEMOLITION/RENOVATION:	**$54,000.00**
1. Remove existing walls, Doors and Flooring	
2. Disconnect all Electrical wiring and fixtures along the existing walls	
3. Build Seven Rooms as per proposed plan(construct as fire rated up to the concrete ceiling height)	
4. Install Seven Fire Rated Doors as per plan	
5. Repair all damaged grid and install new ceiling panels as required	
6. Paint all rooms and hallway with city approved color	
HAVC WORK:	**$15,500.00**
1. Relocate the Air Handler unit in newly constructed AC Closet	
2. Build New Plenum for Supply Duct	
3. Repair any damaged duct during renovation	
3. Run Nine Air Supply and Return Ducts as per plan	
ELECTRICAL WORK:	**$17,500.00**
1. Install New Receptacles, On/Off Switch, LED Light Fixture in Each Room	
2. Replace all Existing Hallway Light Fixtures with LED Fixtures	
3. Rewire all fixtures as required	
4. Install New LED Exit light Fixtures with Battery Back Up	
FLOORING:	**$20,500.00**
1. Install Waterproof Vinyl Plank for newly build rooms	
2. Install Baseboard as per city approval in newly build rooms	
FIRE SPRINKLER HEAD:	**$17,900.00**
1. Rearrange Fire Sprinkler Heads in all six rooms and hallway meeting Fire Code	
BULLET PROOFING/TINT:	**$74,100.00**
1. All Windows protected with Level 3 rated UL listed laminated polycarbonate acrylic	
2. All Existing windows tinted with city approved tint film	
3. Entry Door is excluded from the bulett proofing	
TOTAL	**$199,500.00**

Section 7: References

1. City of Opa-Locka
   Installation new HDPE gravity sewer for Bahman Ave, Historic City Hall roofing maintenance to stop the massive leaks. Renovation 1st floor for new permit department location.
   Contact Person: Carlos Gonzalez, CIP-Project Manager
   Ph# 305-206-0279; Email: cgonzalez@opalockafl.gov

2. Woolbright Petroleum dba JSG 3000 Copans LLC
   Demolition of exterior accessory attached structures, total interior demolition to the concrete walls for a service station approx. 2000 SF built in 1952.
   Contact Person: Jack Gien, Owner
   Ph# 561-212-9520; Email: jsgpetroleum@gmail.com

3. Metropolitan Drugs Pharmacy
   Interior demolition of a 2500 SF commercial retail space to build new walk-in clinic and retail pharmacy.
   Contact Person: Mazin Alamin, Pharmacist (Owner)
   Ph# 484-683-5500; Email: mfkelamin@gmail.com

Section 8: Additional Forms

1. Proposer Qualifications
2. Price Proposal Form
3. Certification Regarding Debarment and Suspension
4. Drug Free Workplace Certification
5. Non-Collusion Affidavit
6. Non-Discrimination Affidavit
7. E-verify Form

Section 9: Exhibit-A

1. Division of Corporation Status
2. State License Certificate
3. Local Business Tax Receipt
4. Certificate of Liability Insurance
5. Bid Bond
6. Marathon Gas Station Pictures
7. Metropolitan Drugs Pharmacy Pictures

RFP NO. 22-1115200
PROPOSER QUALIFICATIONS

DEMOLISH THE EXISTING LAYOUT AND OFFICES AND BUILD THE

NEW POLICE DEPARTMENT COMMAND STAFF OFFICES AT 780 FISHERMAN STREET (FIRST FLOOR)

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: Diamanti Construction & Development, Inc

   Address: 524 N H St

   City, State, Zip: Lake Worth Beach,FL 33460 Phone/Fax: 561-301-7191

2. Check One: Corporation ☒ Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 04/14/2016 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

Mohammed S Islam-President	04/14/2016
Tazmin Islam-Director	01/01/2021

6. The length of time in business: 6 years

7. The length of time (continuous) in business as a service organization in Florida:
   6 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

RFP NO: 22-1115200

PRICE PROPOSAL FORM

DEMOLISH THE EXISTING LAYOUT AND OFFICES AND BUILD THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES AT 780 FISHERMAN STREET (FIRST FLOOR)

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 199,500.00

SUBMITTED THIS 15th DAY OF November 2022.

BID SUBMITTED BY:

Diamanti Construction & Development, Inc
Company

561-301-7191
Telephone Number

Mohammed S Islam
Name of Person Authorized to Submit Bid

Fax Number

Signature

diamanticonstructionfl@gmail.com
Email Address

President
Title

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

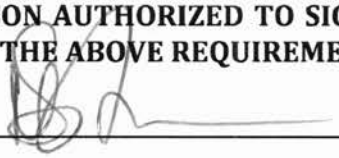
B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature 

Printed Name Mohammed S Islam

CITY OF OPA-LOCKA
RFP NO. 22-1115200

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 controlled substances 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 bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Mohammed S Islam (Name) the President (Title/Position) of Diamanti Construction & Development, Inc (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

11/15/2022
Date

Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Mohammed S Islam **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the President (Owner, Partner, Officer, Representative or Agent) of Diamanti Construction & Development, Inc the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

(4) Neither the said PROPONENT 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 PROPONENT, 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 agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

Signed, sealed and delivered in the presence of:

Witness Shady Love Joseph

Witness ERICA ANDRADE-WATTS

By: _____
Signature

Mohammed S Islam-President
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title: President

Sworn and subscribed before this

7 day of November, 2022

_____

Notary Public, State of Florida

Yvenson Estime

(Printed Name)

My commission expires: Jan 7. 2024

YVENSON ESTIME
Notary Public - State of Florida
Commission # GG 945034
My Comm. Expires Jan 7, 2024

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Diamanti Construction & Development, Inc

Authorized Signature: 

Print Name: Mohammed S Islam

Title: President

Date: 11/15/2022

Section 9: Exhibit-A

1. Division of Corporation Status
2. State License Certificate
3. Local Business Tax Receipt
4. Certificate of Liability Insurance
5. Bid Bond
6. Marathon Gas Station Pictures
7. Metropolitan Drugs Pharmacy Pictures

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

Detail by Entity Name

Florida Profit Corporation
DIAMANTI CONSTRUCTION & DEVELOPMENT, INC.

Filing Information

Document Number	P16000033980
FEI/EIN Number	81-2284662
Date Filed	04/14/2016
State	FL
Status	ACTIVE

Principal Address

524 N H ST
LAKE WORTH, FL 33460

Changed: 03/25/2019

Mailing Address

524 N H ST
LAKE WORTH, FL 33460

Changed: 03/25/2019

Registered Agent Name & Address

ISLAM, MOHAMMED S
524 N H ST
LAKE WORTH, FL 33460

Address Changed: 03/25/2019

Officer/Director Detail

Name & Address

Title P

ISLAM, MOHAMMED S
524 N H ST
LAKE WORTH, FL 33460

Title Director

Islam, Tazmin

Ron DeSantis, Governor

Melanie S. Griffin, 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

ISLAM, MOHAMMED SAIFUL

DIAMANTI CONSTRUCTION & DEVELOPMENT, INC.
524 N H ST
LAKE WORTH FL 33460

LICENSE NUMBER: CGC1524241

EXPIRATION DATE: AUGUST 31, 2024

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.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
524 North H ST Unit 2
LAKE WORTH, FL 33460

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	ISLAM MOHAMMED SAIFUL	CGC1524241	B22.616152 - 07/29/22	$27.50	B40152091

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2016092136
EXPIRES: SEPTEMBER 30, 2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

8
6 - 3142

DIAMANTI CONSTRUCTION AND DEVELOPMENT INC
DIAMANTI CONSTRUCTION AND DEVELOPMENT INC
524 N H ST UNIT 2
LAKE WORTH FL 33460-2944

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
524 North H ST Unit 2
LAKE WORTH, FL 33460

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0102 CW GENERAL CONTRACTOR	ISLAM MOHAMMED SAIFUL	CGC1524241	B22.616153 - 07/29/22	$369.60	B40152090

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2016092137
EXPIRES: SEPTEMBER 30, 2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

8
6 - 3143

DIAMANTI CONSTRUCTION AND DEVELOPMENT INC
DIAMANTI CONSTRUCTION AND DEVELOPMENT INC
524 N H ST UNIT 2
LAKE WORTH FL 33460-2944

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/24/2022

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

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

PRODUCER Surety One, Inc. 1775 Sawgrass Cir Greenacres, FL 33413 Phone (561) 577-9573 Fax (561) 300-2338	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (561) 577-9573 **FAX (A/C, No):** (561) 300-2338 **E-MAIL ADDRESS:** suretyoneins@gmail.com
INSURED DIAMANTI CONSTRUCTION & DEVELOPMENT, INC 3832 PARKSIDE CIRCLE Palm Springs FL 33461	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Essex **INSURER B :** N/A **INSURER C :** N/A **INSURER D :** N/A **INSURER E :** N/A **INSURER F :** N/A

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER			3AA568804	05/20/2022	05/20/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000.00 $ 100,000.00 $ 5,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 1,000,000.00 $ 0.00
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐			N/A			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 0.00 $ 0.00 $ 0.00 $ 0.00 $ 0.00
C	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			N/A			EACH OCCURRENCE AGGREGATE 	$ 0.00 $ 0.00 $ 0.00
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	0.00 $ 0.00 $ 0.00 $ 0.00
E				N/A				0

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

General Contractor.
Blanket additional insured included.

CERTIFICATE HOLDER

City of Opa-locka
780 Fishermen Street, 4th Floor
Opa-locka, FL 33054

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

Surety One, Inc.

ACORD 25 (2014/01) QF

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The ACORD name and logo are registered marks of ACORD

Bond No. BID

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Diamanti Construction & Development, Inc.
524 North H. Street, Lake Worth, FL 33460

as Principal hereinafter called the Principal, and OLD REPUBLIC SURETY
a corporation duly organized under the laws of the state of WISCONSIN as Surety, hereinafter called the Surety, are held and firmly bound unto City of Opa-Locka
780 Fisherman Street 4th Floor, Opa-Locka, FL 33054

as Obligee, hereinafter called the Obligee, in the sum of - Ten Percent of Bids -

Dollars ($10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Interior Renovation of Opa-Locka Police Department Executive Suites (First Floor)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of November , 2022

Witness
ERICA ANDRADE-WATTS

Diamanti Construction & Development, Inc.
Principal (Seal)
By: President
Mohammed Islam Name/Title

Witness

OLD REPUBLIC SURETY
Surety
By:
Checree Bryant Attorney-in-Fact

ORSC 21328 (5/97)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

CHECREE BRYANT, OF WEST PALM BEACH, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printedon colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 8TH day of MAY, 2019.

Assistant Secretary

OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 8TH day of MAY, 2019, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2428

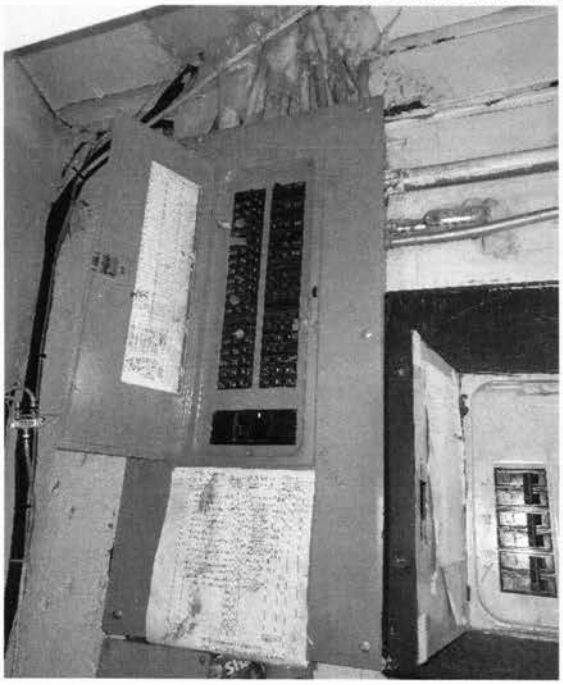
Signed and sealed at the City of Brookfield, WI this 15th day of November, 2022.

Assistant Secretary

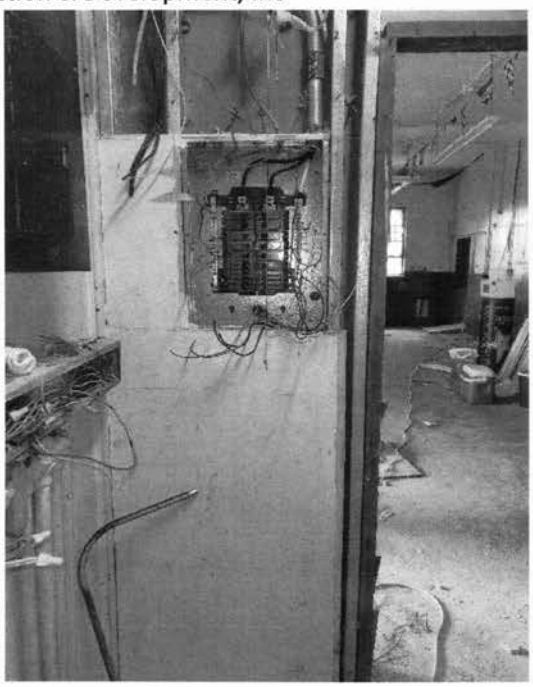
INNOVATIVE BONDING SERV. LLC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc



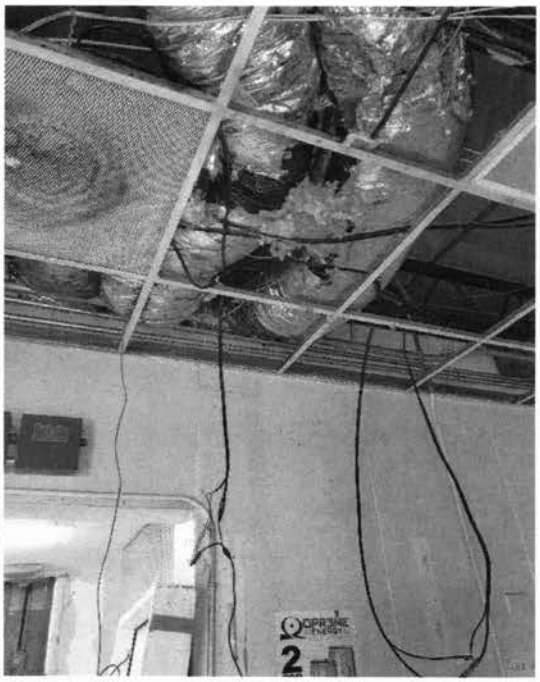
Electrical Demolition-1



Electrical Demolition-2



HVAC Demolition-1



HVAC Demolition-2

RFP NO. 22-1115200

Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc



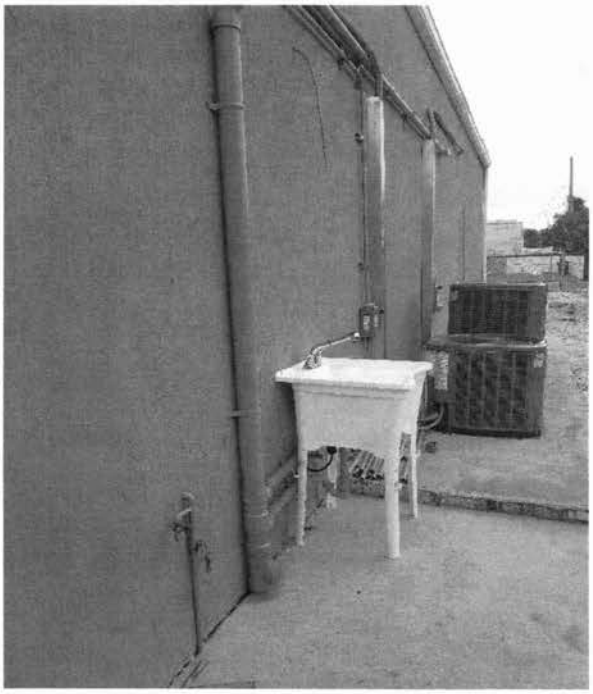
Structural Demolition-1



Structural Wall Demolition-2



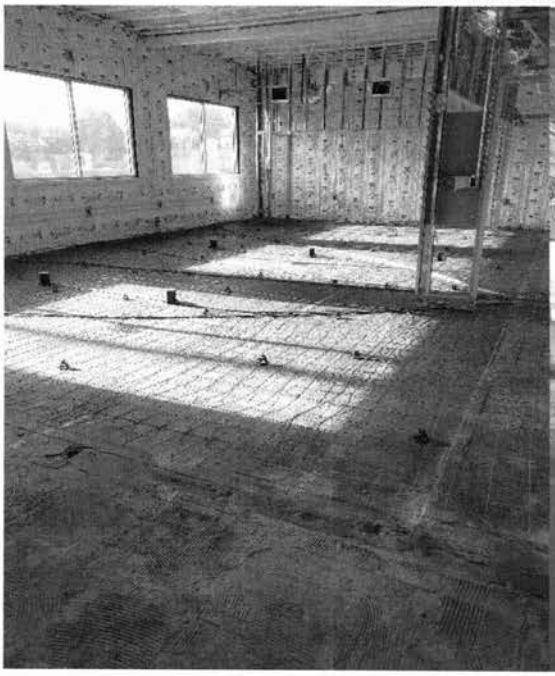
Exterior Demolition



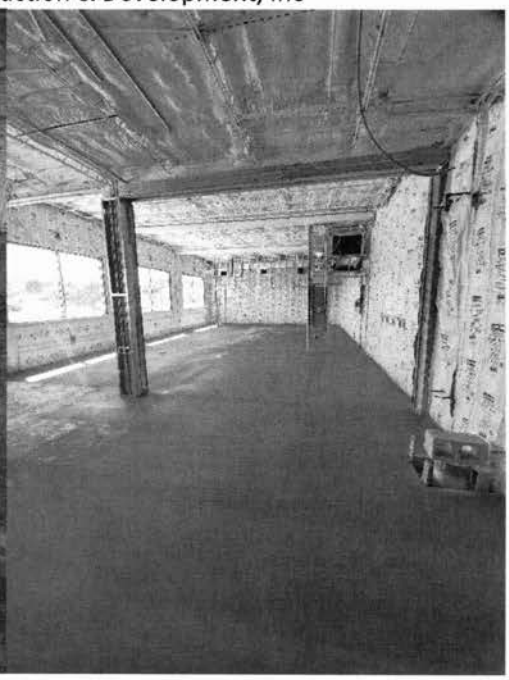
Exterior-HVAC Equipment

RFP NO. 22-1115200

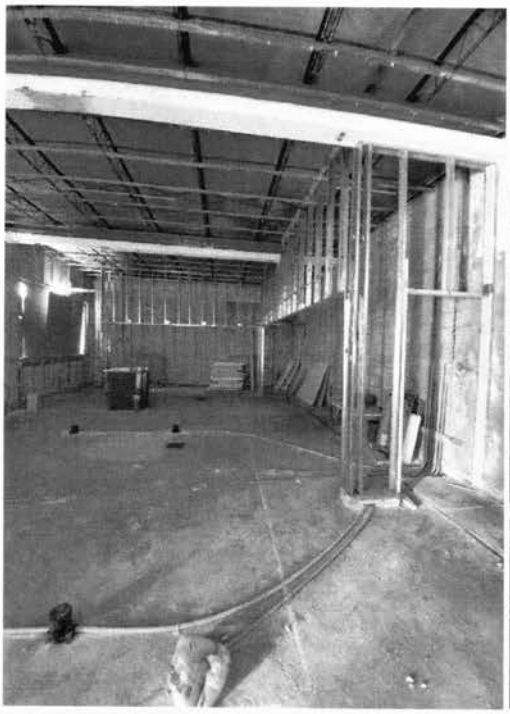
Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc



New Raised Floor Prep



New Raised Finish Floor



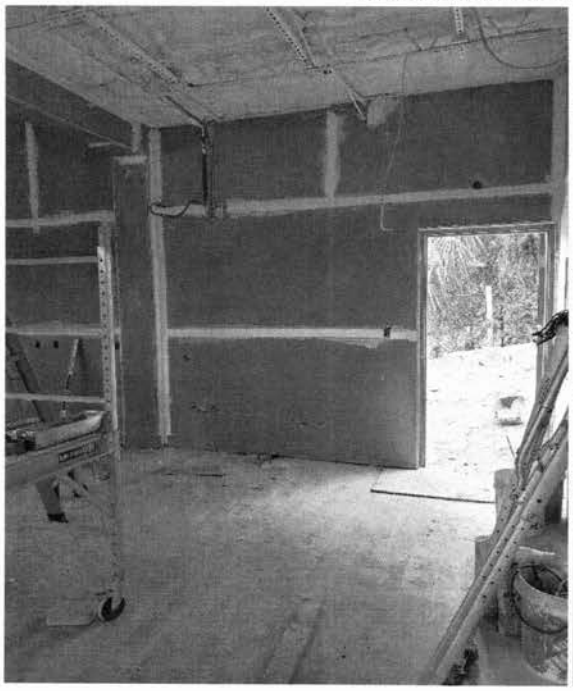
Main Floor Framing



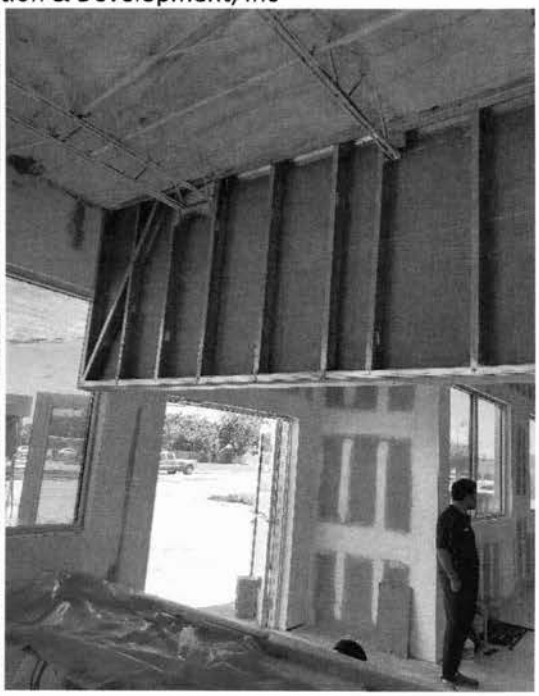
Bathroom & Cash Office Framing

RFP NO. 22-1115200

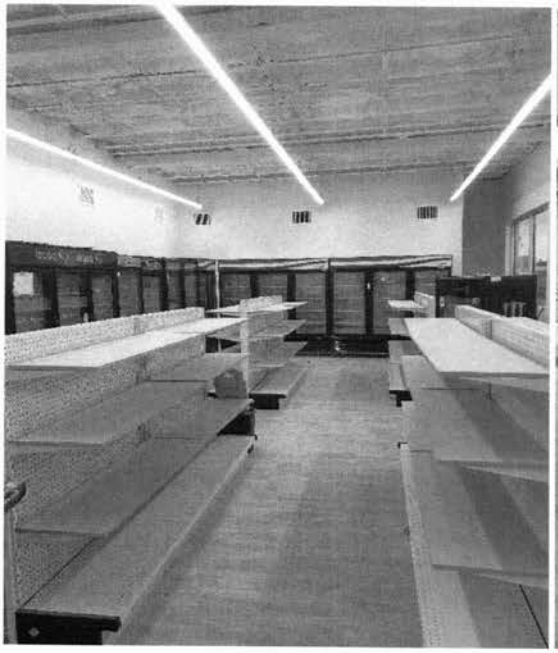
Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc



Drywall Installation-1



Drywall Installation-2

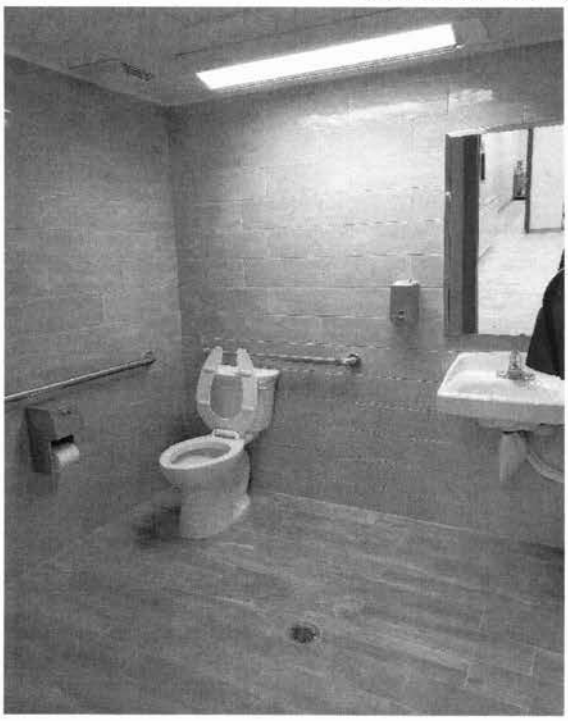


New Completed Interior



New Exterior-Wall Tiles Design, Stucco

Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc



ADA Bathroom-Interior



Finish Tiles Flooring



Cash Office-Bullet Proof Door



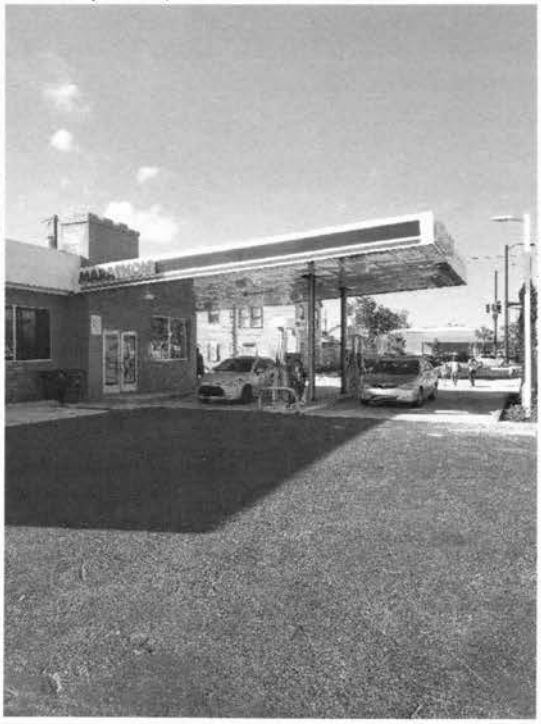
Bullet Proof Cashier Enclosure

RFP NO. 22-1115200

Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc

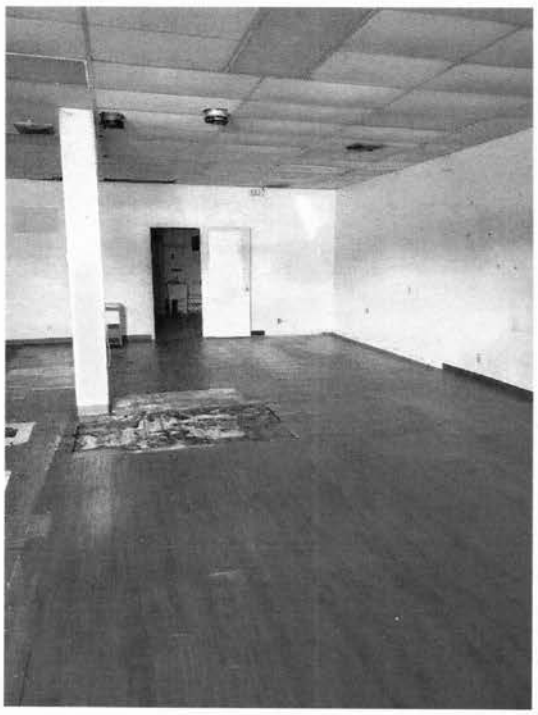


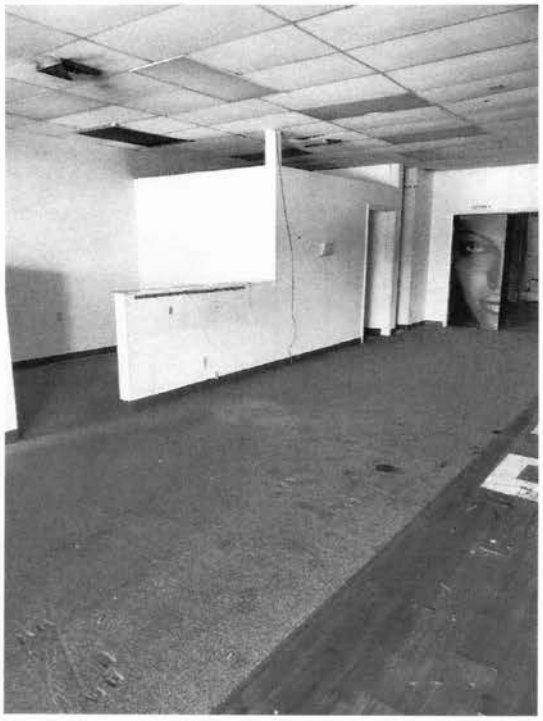
East Elevation-1



East Elevation-2

MD Pharmacy, 1367 N Military Trail, West Palm Beach
By
Diamanti Construction & Development, Inc





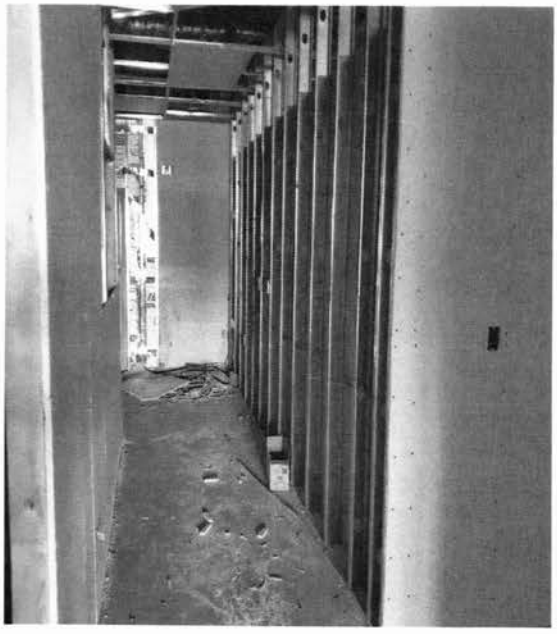




RFP No. 22-1115200

MD Pharmacy, 1367 N Military Trail, West Palm Beach
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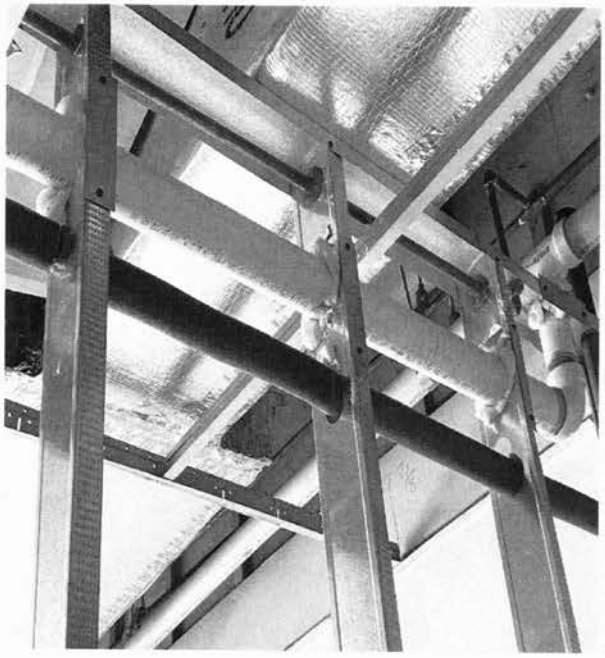



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MD Pharmacy, 1367 N Military Trail, West Palm Beach
By
Diamanti Construction & Development, Inc





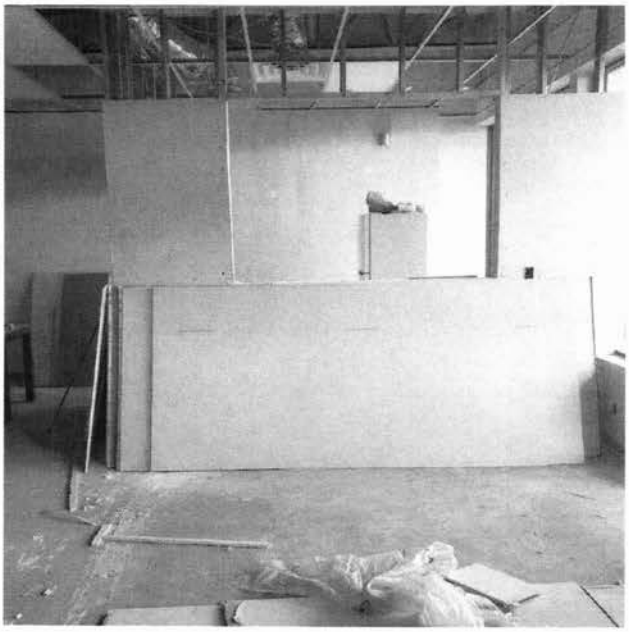


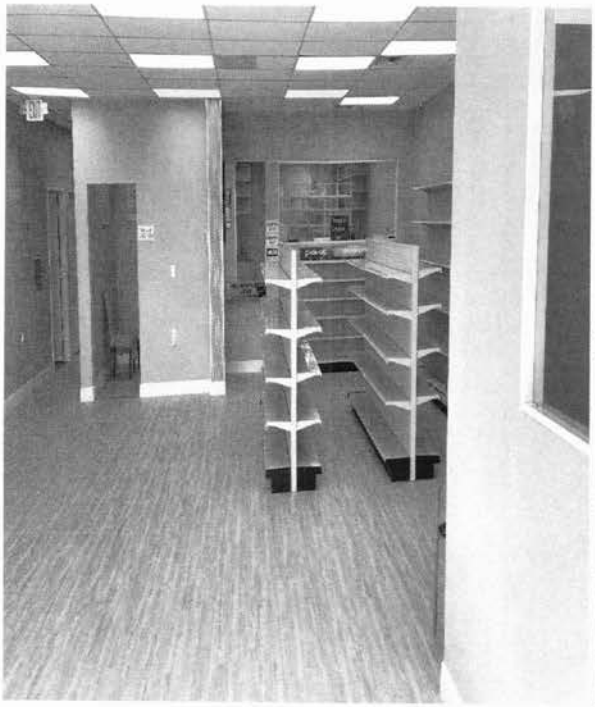


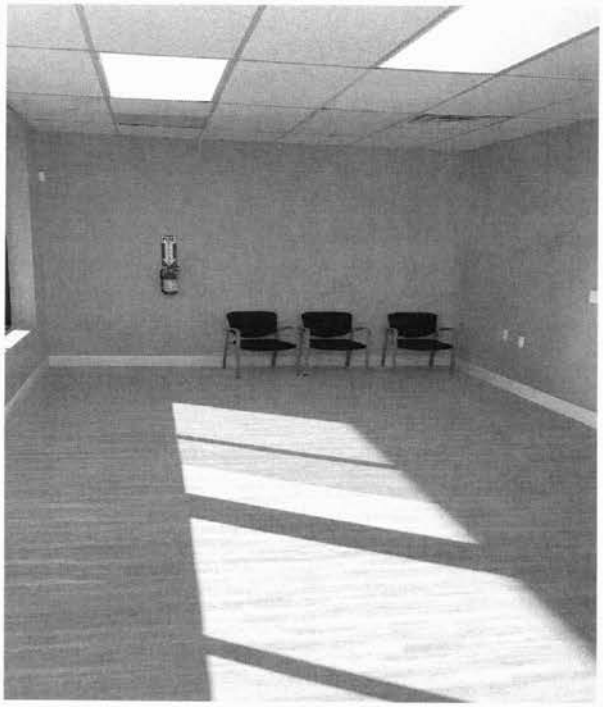
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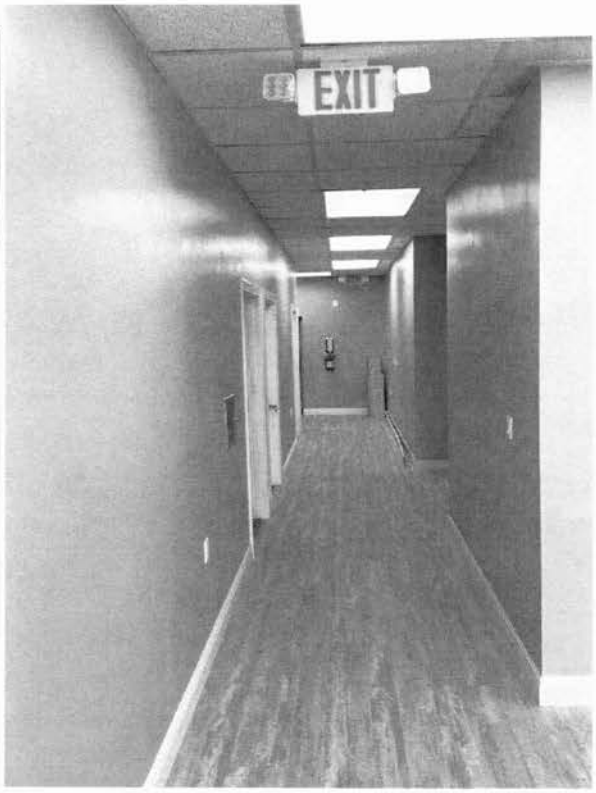




RFP No. 22-1115200

MD Pharmacy, 1367 N Military Trail, West Palm Beach
By
Diamanti Construction & Development, Inc









RFP No. 22-1115200

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RFP No. 22-1115200

MD Pharmacy, 1367 N Military Trail, West Palm Beach
By
Diamanti Construction & Development, Inc



EVALUATION MATRIX

RFP No. 22-1115200
Demolish the existing layout offices and build the new Police Department Command Staff at 780 Fisherman Street (First Floor)

Firm Name: SAFA Construction

Evaluation

Criterion	Weight	Reviewer Name: Airia Austin		Corion Delaine		Gregory Gay		King Leonard		Alvin Rogers	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualifications	25%	3	0.75	2	0.50	3	0.75	3	0.75	1	0.25
References	10%	4	0.40	2	0.20	3	0.30	3	0.30	2	0.20
Resources and approach	30%	3	0.90	2	0.60	2	0.60	3	0.90	2	1.50
Price Proposal	35%	3	1.05	2	0.70	3	1.05	1	0.35	1	0.35
Total	**100%**		**3.10**		**2.00**		**2.70**		**2.30**		**2.30**

Firm Name: Diamanti Construction & Development

Evaluation

Criterion	Weight	Reviewer Name: Airia Austin		Corion Delaine		Gregory Gay		King Leonard		Alvin Rogers	
		Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
Experience and Qualifications	25%	4	1.00	4	1.00	4	1.00	3	0.75	2	0.50
References	10%	3	0.30	4	0.40	4	0.40	3	0.30	3	0.30
Resources and approach	30%	4	1.20	4	0.90	4	1.20	3	0.90	3	0.90
Price Proposal	35%	5	1.75	3	1.05	4	1.40	4	1.40	5	1.75
Total	**100%**		**4.25**		**3.35**		**4.00**		**3.35**		**3.45**

EVALUATION MATRIX

RFP No. 22-1115200
Demolish the existing layout offices and build the new Police Department Command Staff at 780 Fisherman Street (First Floor)

FIRM SELECTED

Reviewer:

	SAFA Construction	Diamanti Construction & Development			
Airia Austin	3.10	4.25			
Corion Delaine	2.00	3.35			
Gregory Gay	2.70	4.00			
King Leonard	2.30	3.35			
Alvin Rogers	4.25	3.45			
AVERAGE RATING	**2.87**	**3.68**			

EVALUATION FORM

RFQ No. 22-1115200
Demolish the existing layout offices and build the new Police Department Command Staff at 780 Fisherman Street (First Floor)

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: AZRIA AUSTIN **Date:** 11-17-2022

Signature:

Firm Name: SAFA CONSTRUCTION

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	3
References	4
Resources and approach	2
Price Proposal	3

Notes:

Firm Name: DIAMANTI CONSTRUCTION + DEVELOPMENT. INC.

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	4
References	3
Resources and approach	4
Price Proposal	5

Notes:

EVALUATION FORM

RFQ No. 22-1115200
Demolish the existing layout offices and build the new Police Department Command Staff at 780 Fisherman Street (First Floor)

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Corian Delaine **Date:** 11/17/22

Signature:

Firm Name: SAFA Construction, LLC

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	2
References	2
Resources and approach	2
Price Proposal	2

Notes:

One year of Company experience

for scope of this specific level of detail, firm does not demonstrate capacity for level of work.

Firm Name: Diamante Construction & Development, Inc.

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	4
References	4
Resources and approach	4
Price Proposal	3

Notes:

performed previous work with the Municipal Space.

EVALUATION FORM

RFQ No. 22-1115200
Demolish the existing layout offices and build the new Police Department Command Staff at 780 Fisherman Street (First Floor)

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: GREGORY D. GAY **Date:** 11/17/2022

Signature:

Firm Name: SAFA CONSTRUCTION, LLC

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	3
References	~~3~~
Resources and approach	2
Price Proposal	3
	11

Notes:

NEW COMPANY HOWEVER OWNER & STAFF HAVE NUMEROUS YEARS OF EXPERIENCE
REFERENCES PROVIDED W/O EXPERIENCE W/ HIGH SECURITY
LIMITED REFERENCES AND APPROACH PROVIDED
MEDIUM TO HIGH

Firm Name: DIAMANTI CONSTRUCTION & DEVELOPMENT, INC.

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	4
References	4
Resources and approach	4
Price Proposal	4
	16

Notes:

COMPANY HAS BEEN IN BUSINESS SINCE 2016. STAFF & ASSOCIATES HAVE NUMEROUS YEARS OF EXPERIENCE
REFERENCES PROVIDED HAS DONE WORK IN ORLANDO AREA
RESOURCES & PROJECT APPROACH PROVIDED W/ PHOTOS 45-DAY BID
MEDIUM

EVALUATION FORM

RFQ No. 22-1115200
Demolish the existing layout offices and build the new Police Department Command Staff at 780 Fisherman Street (First Floor)

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: King Leonard **Date:** 11/17/22

Signature:

Firm Name: Safa Construction, LLC

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	3
References	3
Resources and approach	3
Price Proposal	1

Notes:

Firm Name: Diamanti Construction and Development, Inc

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	3
References	3
Resources and approach	3
Price Proposal	4

Notes:

EVALUATION FORM

RFQ No. 22-1115200
Demolish the existing layout offices and build the new Police Department Command Staff at 780 Fisherman Street (First Floor)

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Awen Rogers **Date:** 11.17.2022

Signature: AR 0993

Firm Name: Djamanti Construction & Development Inc

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	1
References	2
Resources and approach	2
Price Proposal	1

Notes:

No experience with this type of construction project.

Firm Name: Safa Construction, LLC

Evaluation

Criterion	Rating
Experience and Qualifications of professional personnel assigned to project	2
References	3
Resources and approach	3
Price Proposal	5

Notes:

Has prior experience working w/ City of OPA-Locka facility projects

BID DOCUMENT RFP NO: 22-1115200

DEMOLISH THE EXISTING LAYOUT AND OFFICES AND BUILD THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES

780 FISHERMAN STREET
OPA-LOCKA, FL 33054

Miami-Dade County, Florida

Prepared By:

SAFA CONSTRUCTION, LLC

11186 SW 17 MNR, DAVIE, FL 33324

NOVEMBER 2022

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TAB 11: NON-COLLUSION AFFIDAVIT

TAB 12: NON-DISCRIMINATION AFFIDAVIT

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TAB 1: SCOPE OF WORK

SAFA CONSTRUCTION, LLC
Phone: (954) 326-8295
Email: md.rahman@safaconstruction.net

SCOPE OF SERVICES

Service includes the following items:

DEMOLITION:

1. Remove existing walls, Doors, and Flooring

2. Disconnect all Electrical wiring and fixtures along the existing walls

CONSTRUCTION:

1. Build Six Rooms as per the proposed plan (construct as fire-rated up to the concrete ceiling height)

2. Install Six Fire Rated Doors as per the plan

3. Repair all damaged grids and install new ceiling panels as required

4. Ul level 3-rated bullet proof laminated polycarbonate acrylic (tss system (tss product: bg 1.5), behind existing perimeter windows, by total security solutions, or similar approved product. Existing window to remain, typical along perimeter for scope of work area. Existing storefront window typical height: 8'-6" ul level 3-rated bullet proof transaction window with package passer interior transactionwindow with14"x14"x14" acrylic package passer (tss ul level 3-rated bullet proof baffle transaction window (tss product).

4.1 Verify all windows on the field prior to ordering and fabrication

4.2 SAFA shall field verify all rough openings of window systems

4.3 SAFA shall submit signed and sealed shop drawings to aor/eor for approval prior to ordering of window systems.

4.4 SAFA shall submit product specification for approval by City.

5. Paint all rooms and outside the rooms, and hallway with city-approved color.

6. SAFA will install bulletproof glass door. (**See the attached Plan**)

7. SAFA will install bulletproof the transaction window. (**See the attached Plan**)

8. SAFA will install a bulletproof fiber glass wall in the front wall. (**See the attached Plan**)

SAFA CONSTRUCTION, LLC
Phone: (954) 326-8295
Email: md.rahman@safaconstruction.net

HAVC WORK:

1. Relocate the Air Handler unit in the newly constructed AC Closet
2. Build New Plenum for Supply Duct
3. Repair any damaged duct during renovation
4. Run Nine Air Supply and Return Ducts as per plan

ELECTRICAL WORK: **(See the attached Plan)**

1. Install New Receptacles, On/Off Switch, LED

Light Fixture in Each Room

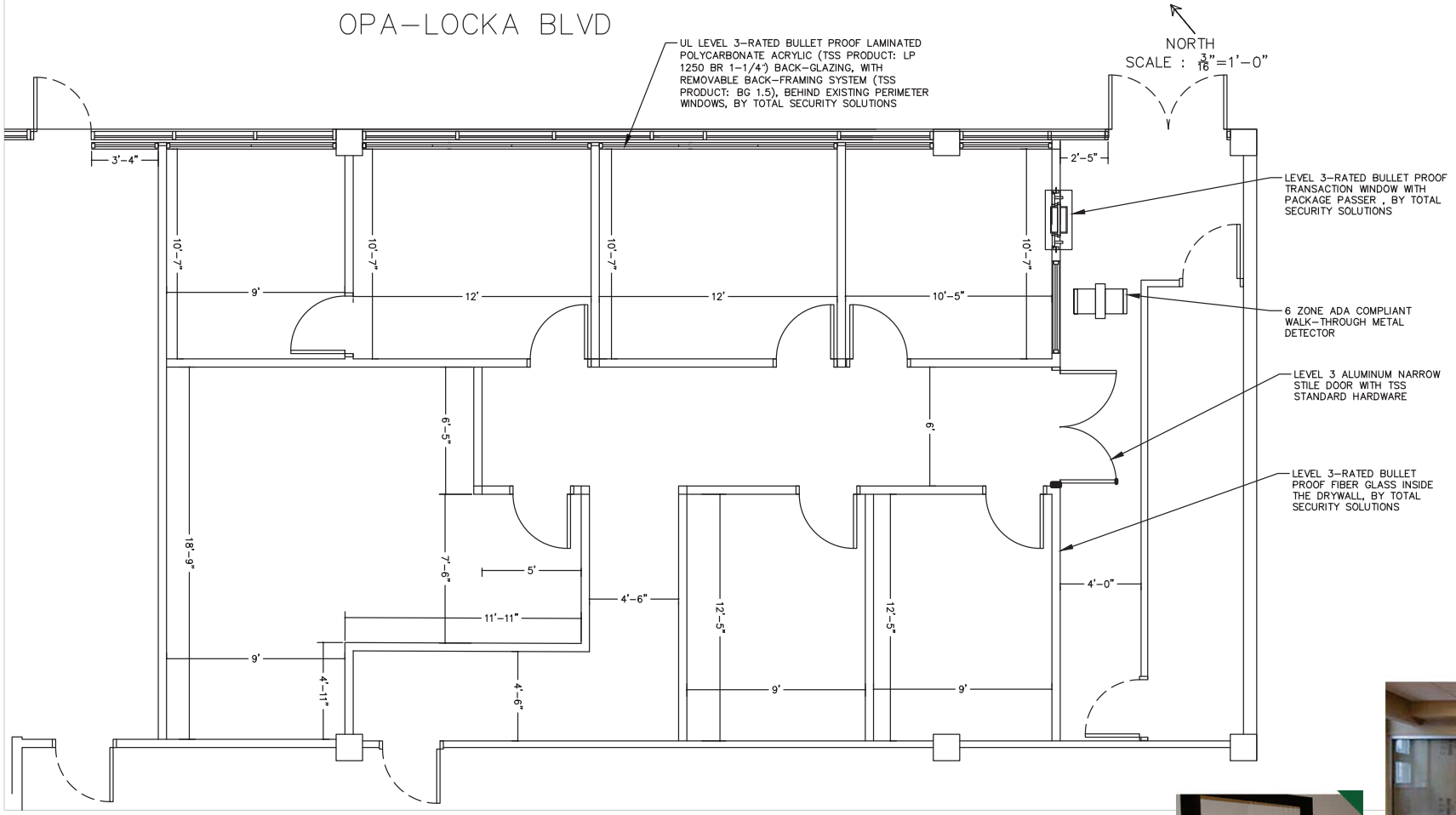
2. Replace all Existing Hallway Light Fixtures with LED Fixtures
3. Rewire all fixtures as required
4. Install New LED Exit light Fixtures with Battery Back-Up

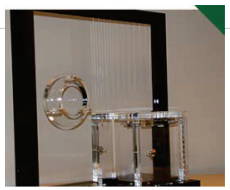
FLOORING:

1. Install Waterproof Vinyl Plank for newly build rooms

FIRE SPRINKLER HEAD:

1. Rearrange Fire Sprinkler Heads in all six rooms and hallway meeting Fire Code





BULLET PROOF TRANSACTION WINDOW



LEVEL 3 ALUMINUM NARROW STILE DOOR

NOTE: THIS IS A CONCEPTUAL LAYOUT BASED ON THE EXISTING PLAN. DO NOT USE THIS PLAN WITHOUT THE FIELD VERIFIED

NO.	REVISIONS	DATE	BY

SAFA CONSTRUCTION, LLC
11186 SW 17TH MNR
DAVIE, FL 33324
PH (954) 326-8295

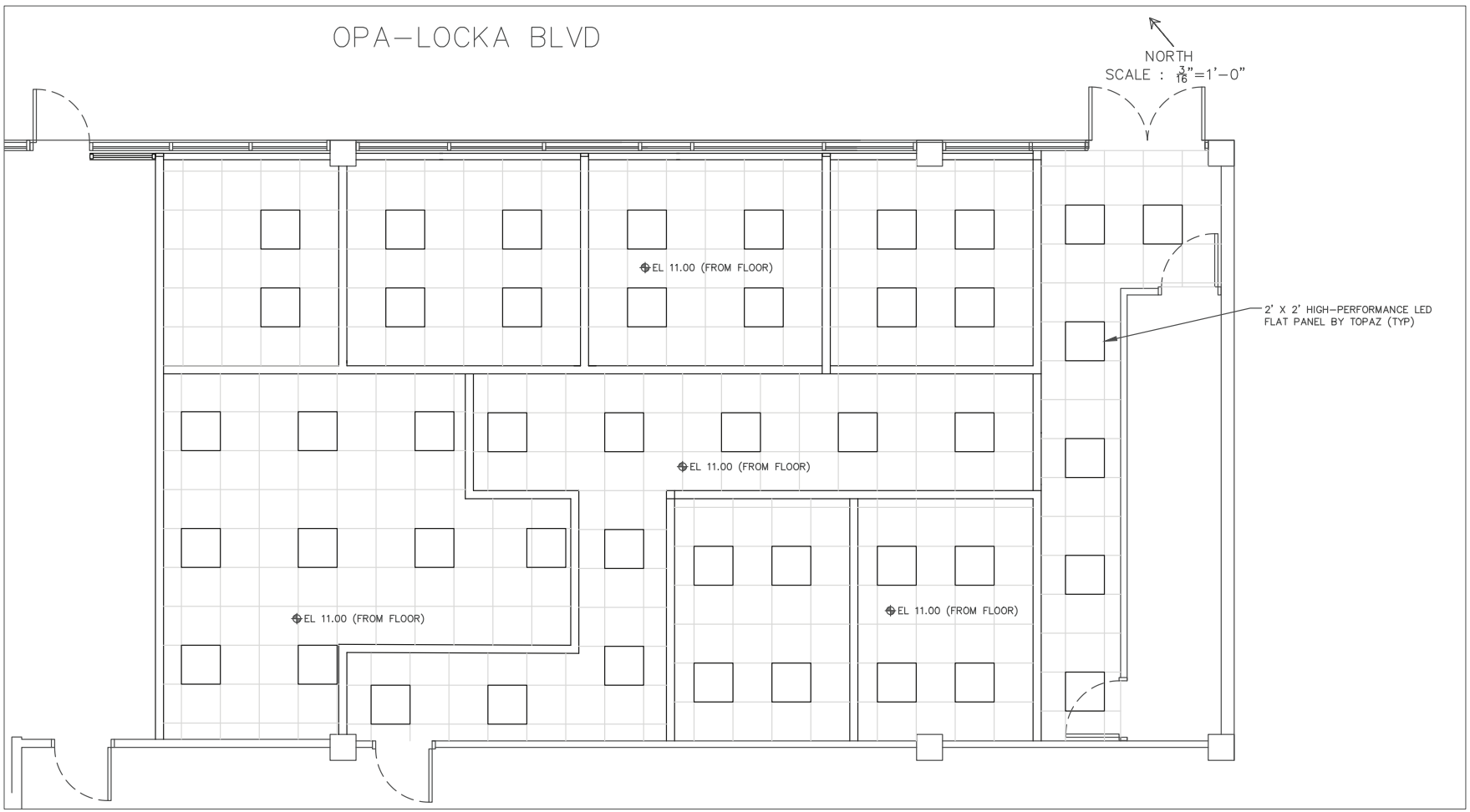
SAFA CONSTRUCTION, LLC

PROJECT NO.
2022-XXX

DEMOLISH THE EXISTING LAYOUT AND OFFICES AND BUILD THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES
780 FISHERMAN STREET, OPA-LOCKA, FL 33054
MIAMI DADE COUNTY FLORIDA

CONCEPTUAL LAYOUT OF THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES

DRAWN BY:
CHECKED BY:
DATE:
SHEET NO.
EX-1



NOTE: THIS IS A CONCEPTUAL LAYOUT BASED ON THE EXISTING PLAN. DO NOT USE THIS PLAN WITHOUT THE FIELD VERIFIED

NO.	REVISIONS	DATE	BY

SAFA CONSTRUCTION, LLC
11186 SW 17TH MNR
DAVIE, FL 33324
PH (954) 326-8295

SAFA CONSTRUCTION, LLC

PROJECT NO.
2022-XXX

DEMOLISH THE EXISTING LAYOUT AND OFFICES AND BUILD THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES
780 FISHERMAN STREET, OPA-LOCKA, FL 33054
MIAMI-DADE COUNTY FLORIDA

CONCEPTUAL LAYOUT OF THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES (LIGHTING AND CEILING)

DRAWN BY:
CHECKED BY:
DATE:
SHEET NO. EX-2

TAB 2: EXPERIENCE AND QUALIFICATIONS OF FIRM

EXHIBIT 2
EXPERIENCE AND QUALIFICATIONS OF FIRM

1. Client Name: City of Lauderdale Lakes
   Client Address: 4300 NW 36th Street | Lauderdale Lakes, FL 33319
   Client Phone: 954-535-2712
   Contact Person: Maqsood M Nasir, P.E.(Director, Engineering Services & Construction Management)
   Project Name: VT Park Structural Repair/Basketball Court Column (P.O 2022-009)
   Project Location: 4331 NW 36th St, Lauderdale Lakes, FL 33319
   Description: 36-Inch diameter, 20 Feet tall Concrete Column Restoration for Basketball Court
   Construction Cost: 46,000.00
   Completion Date: 07/28/2022

2. Client Name: City of Lauderdale Lakes
   Client Address: 4300 NW 36th Street | Lauderdale Lakes, FL 33319
   Client Phone: 954-535-2758
   Contact Person: Robin Soodeen (Assistant Public Work Director)
   Project Name: Public Works Canopy Project (P.O # 22200389)
   Project Location: City of Lauderdale Lakes, Public Works Building
   Description: A covered canopy on the west side of Public Works main building
   Construction Cost: 100,000.00
   Completion Date: 11/04/2022

3. Client Name: City of Opa-Locka
   Client Address: 780 Fisherman Street, Opa-Locka, Florida 33054
   Client Phone: (305) 528-4386
   Contact Person: Carlos Gonzalez (CIP – Project Manager)
   Project Name: Vinyl tile installation (PO # 22002005)
   Project Location: 780 Fisherman Street, Opa-Locka, Florida 33054
   Description: 4,000 SQ FT tile installation
   Construction Cost: 24,8500.00
   Completion Date: 08/09/2022

Business Name: SAFA CONSTRUCTION, LLC

Signature of Authorized Representative: Dilnahar Shuvo

Print Name: DILNAHAR HOSSAIN SHUVO, PE

Title: Authorized Representative

Date: 11/11/2022

TAB 3: PROPOSER QUALIFICATIONS/ KEY PERSONNEL

RFP NO. 22-1115200
PROPOSER QUALIFICATIONS

DEMOLISH THE EXISTING LAYOUT AND OFFICES AND BUILD THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES AT 780 FISHERMAN STREET (FIRST FLOOR)

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

   Name: SAFA CONSTRUCTION, LLC

   Address: 11186 SW 17TH MNR

   City, State, Zip: DAVIE, FL 33324 Phone/Fax: (954) 326-8295

2. Check One: Corporation (✓) Partnership ( ) Individual ( )

3. If Corporation, state:
   Date of Incorporation: 09/20/2021 State in which Incorporated: FL

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. **Name and Title of Principal Officers** **Date Elected:**

MD S RAHMAN, CGC,PE, PMP (CEO)	09/20/2021
DILNAHAR H SHUVO, PE (AR)	09/20/2021

6. The length of time in business: 1 (ONE) years

7. The length of time (continuous) in business as a service organization in Florida:
   1 (ONE) years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: *Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.*

MD Shahinur Rahman, CGC, PMP, MS, PE (CA, FL),

President

SAFA CONSTRUCTION, LLC

EDUCATION

- Master of Science in Computer Science, Texas A&M University, TX, 2003
- Bachelor of Science in Civil Engineering, Bangladesh University of Engineering and Technology (BUET), 1998

PROFESSIONAL CERTIFICATIONS

- Certified General Contractor CGC License No. 1531601
- Professional Engineer FL PE License No. 80669
- Professional Engineer CA PE License No. 75093
- Project Management Professional, Cert No 1474518

PROFESSIONAL TRAINING

- 30 Hours OSHA
- Advanced MOT Certification

KEY EXPERIENCE

- Construction Administration
- CPM Scheduling
- Asset Management
- Contract Negotiation
- Strategic Planning
- Estimating and Bids
- Value Engineering
- Quality Assurance
- Business Development
- Clients Relationship
- Procurement
- Leadership

WORK HISTORY

- SAFA Construction LLC.
- SSN Engineering
- Marlin Engineering
- Kimley-Horn and Associates

SUMMARY OF EXPERIENCE

Over Twenty (20) years of experience in Civil Engineering construction and leading all functions of Heavy Civil Construction and Project Management including Contract Administration, Accounting, Planning, Design, Processing, Specs Review, Field Supervision and Operations, Managing Staff, Mentoring young Professionals, Supervising sub-contractors, Budgeting, Scheduling, Progress Reporting and Timely Completion of Projects. Mr. MD's areas of expertise are:

- Manage contracts and completion of several municipal, commercial and private construction projects from a variety range of scopes and in excess of $2.8 Billion.
- Monitoring the progress of contracts administration including design-build projects.
- Receive and analyze bids after award for turnover to management team.
- Execution of construction including supervision of subcontractors, and awarding sub's subcontracts and major purchase orders with vendors and suppliers.
- Work with Senior VP, operations manager, field and office core personnel to establish planning for job Execution and Logistics.
- Evaluate and maintain cost control and forecasting from beginning and thru the duration of project.
- Coordinates requirements of governing authorities for permits, inspections and final approval of the project with A/E.
- Maintain submittal control, including scheduling, receiving, reviewing, approving and expediting submittals from suppliers and subcontractors to comply with progress of CPM schedule.
- Manages client relations and participate with the development of new business for the company.
- Control invoicing from subcontractors and vendors, including review and approval of schedules of values, pay requisitions and verify compliance of subs with proper insurance coverage.
- Review and monitors QC/QA and safety.
- Supervise and assists in the development of office personnel through mentoring and on-the-job training.
- Effectively manages project close-out tasks and warranty work.

PROJECT EXPERIENCES

- Midtown Miam, Miami Dade County FL - Eight (8) - 36 story building, 3 shopping Mall with 1.2 Mile roadway, underground utility- Installation of 26,400 LF of 36" C-900 PVC Pipe, 21,400 LF of 42" HDPE pipe including a new meter station and site work restoration for asphalt, concrete sidewalks, curbing, driveways, installation of new drainage structures, piping valves and appurtenances - $2.8 B

- Marriott at Miami Airport , Miami, FL - Installation of 38,500 LF of 28" HDPE and 9,100 LF of 14" HDPE piping system including 200 LF of 30" DIP pipe and overhead metal bridge, nine (9) Recovery Well Systems connected to 28" header pipe with approx. depth from 70-95 feet. FL - $17.0 M

- Aventura Hospital – Site work and underground facilities - $2M
- Eden Roc, Miami-Beach, FL– Site work, underground utilities and paving-City of Sunrise FL- $1.5M
- Capital at Brickell, Miami, FL - Utilities and Environmental Services. Approx. 8,000 feet of 8" and 12" pressure line system - $7.2 M approx. construction cost.
- Ransom Everglades high school, Miami, FL - $1.4 M.
- New World Symphony, Miami-Beach, FL - $1.3 M.
- City of Opa-Locka Florida – Cairo Lane and NW 127th Street improvements $5.1 M.
- SR 710 (Beeline Highway) from West of Congress Avenue to West of Australian Avenue - $4.5 M.
- MDX Design Engineering for SR 874 from Kendall Drive to SR 826, Miami, FL - $4.7 M.
- Two Midtown, Miami, FL -$4.5 M.
- BJ's at Red Road, Miami, FL. $2.0 M
- Lincoln Road closer, Miami Beach, FL, Miami Beach Public Works - $750K.
- 1111 Lincoln Road , Miami Beach, FL - $200K.
- Capital at Brickell, Miami, FL. - $740K
- Mt. Sinai Central Energy Plant, Miami Beach, FL - $1.5 M
- University of Miami Hospital parking garage, Miami, FL.-$4.1 M
- University of Miami Hospital Chill water line, Miami, FL. - $350K
- Miami County Day School, Miami, FL. Construction of new reclaim water pond facility for water storage including HDPE liner Installation, a new meter station, control structure, 24" underground piping, stilling well and level controls, and littoral planting. - $480K
- The Fresh Market, Miami Beach, FL. Rehabilitation of four (4) filter media for water treatment process including demolition of exiting filter system, re-coating of existing concrete filter structures, installation of new filter media, piping, blowers and electrical controls for plant Motor Control Center (MCC). - $450K
- Grove Village, Miami, FL.- $3.5 M
- Toll Brothers, Miami Beach, FL. - $2.5 M
- CVS (Flagler & 87 Ave), Miami, FL. - $178K
- Clewiston States- Residential Development, Hendry County, FL. - $357K
- Fire Station-13-NW 79th street and NE 10th Avenue, Miami, FL.- $100K
- Florida Turnpike -From Eureka Drive to 88th Street FL. - $500K
- Flamingo Park, City of Sunrise, Fl. - $3.5 M
- Civic Center Improvement, City of Sunrise, FL. - $7.5 M

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

RAHMAN, MD SHAHINUR

SAFA CONSTRUCTION, LLC
11186 SW 17TH MNR
DAVIE FL 33324

LICENSE NUMBER: CGC1531601

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

RAHMAN, MD SHAHINUR

11186 SW 17T MNR
DAVIE FL 33324

LICENSE NUMBER: PE80669

EXPIRATION DATE: FEBRUARY 28, 2023

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Page 1291 of 1919

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

ISSUANCE DATE
JULY 23, 2009

EXPIRATION DATE
DECEMBER 31, 2023

CURRENT DATE / TIME
APRIL 24, 2022
1:09:11 PM

LICENSING DETAILS FOR: 75093

NAME: RAHMAN, MD SHAHINUR

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS

11186 SW 17TH MNR
DAVIE FL 33324
OUT OF STATE COUNTY

MAP

Project Management Institute

THIS IS TO CERTIFY THAT

MD SHAHINUR RAHMAN

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

Tony Appleby
Chair, Board of Directors

Sunil Prashara
President and Chief Executive Officer

PROJECT MANAGEMENT INSTITUTE CORPORATE SEAL 1969 PENNSYLVANIA

PMP® Number: 1474518
PMP® Original Grant Date: 17 December 2011
PMP® Expiration Date: 16 December 2023

Project Management Institute

AdvanceOnline Solutions Online Institute

Certificate of Completion

MD Rahman

has met the online course completion requirements for

OSHA 30-Hour Construction Safety

This student has completed the formal instruction for the 30-Hour Construction Outreach Program. Topics covered in this program were Introduction to OSHA, Managing Safety and Health, Struck-by and Caught-In or Between Hazards, Personal Protective Equipment, Hearing Conservation, Respiratory Protection, Lead and Crystalline Silica, Asbestos, GHS Hazard Communication, Electrical Safety, Hand and Power Tools, Fall Protection, Ladder Safety, Excavations, Scaffolds, Crane Safety, Heavy Equipment, Forklift Safety, Materials Handling, Permit-Required Confined Spaces, Fire Safety, Welding and Cutting, Concrete and Masonry, Steel Erection, and Ergonomics.

As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class. — Rick Gleason

Instructor Rick Gleason
Course ID A0310
Certificate ID 15608_1672064

Date 3/22/2020 7:42:00 AM
Time Online 47:11:32
AdvanceOnline Solutions, Inc.
1811 Bering Drive, Suite 430
Houston, Texas 77057
www.advanceonline.com
(713) 621-1100

AdvanceOnline SOLUTIONS

Texas A&M University-Commerce

Be it Known That

Md. Shahinur Rahman

having successfully completed the Course of Study as prescribed by the Faculty and Board of Regents and having complied with all other requirements of the University, has been declared a

Master of Science

and is entitled to all rights and privileges appertaining to that degree.

In Testimony whereof, the Board of Regents, upon recommendation of the Faculty, has granted this Diploma, bearing the seal of the University.

Done this tenth day of May, Two Thousand Three.

H D Graves
Chancellor

Keith D McFarland
President

Dilnahar H. Shuvo, MS, PE
Vice-President

SAFA CONSTRUCTION, LLC

Ms. Shuvo, with eight years of experience, has prepared calculations and plans for the design of highways and streets, including roadway alignments and profiles, signing and striping, lighting, paving, and grading, preforming quantity calculations, design calculations, and project cost estimating, researched standards and specifications and has worked with City, County, State, and Federal manuals utilizing applied software to perform engineering analysis and prepare reports. She also has lighting, sign design and drainage design experience using AGI32, Guide Sign, AutoTurn Analysis and ICPR. Ms. Shuvo has working experience with OpenRoads Designer, MicroStation, AutoCAD, Microsoft Office, HCM 2000, and CORSIM (Version 6.0).

EDUCATION

Master of Science in Civil Engineering, Florida International University (FIU), Florida, 2008

Bachelor of Science in Civil Engineering, Bangladesh University of Engineering & Technology, (BUET), Bangladesh, 2004

REGISTRATION

Professional Engineer #92997, FL

CERTIFICATIONS/TRAINING

Certified, Advanced Work Zone Traffic Control, 2021

Training, FDOT, Specifications Package Preparation, 2016

PROJECT EXPERIENCE

I-95 and Spanish River Boulevard Interchange, Palm Beach County – FDOT District 4
Engineer Intern responsible for assisting in the design for the drainage modifications of Segments 4 and 5. This task was part of the on-going design build project at the I-95 Spanish River Blvd Interchange in Boca Raton, FL. This project included the construction a new two-level interchange, modification of the existing Yamato Road and I-95 interchange, addition of auxiliary lanes from Glades Road to Congress Avenue on I-95 and cross street improvements of Spanish River Blvd. and Yamato Road. This two-level interchange includes coordination with FAA, Boca Airport, City of Boca Raton, and Florida Atlantic University (FAU). This improvement will provide connectivity between FAU, Tri-Rail and I-95 and alleviate daily congestion as well as accommodate traffic generated during events held at the FAU stadium.

Boynton Beach Various Locations, Palm Beach County – FDOT District 4
Project Engineer for this is a federally funded, MPO driven, off-system project to improve mobility along Boynton Beach Blvd. This project has two main corridors with various segments. The first segment runs along Boynton Beach Blvd, the existing travel lanes width will be reduced to provide an 11' and 10' travel lane in each direction with sharrows and an 11' and 15' shared use path. This segment also includes decorative lighting along the corridor. The second segment runs along NE 3rd St, Boynton Beach Blvd, and Ocean Ave providing sharrows. The main items included in the scope are, the accommodation of bicyclists.

City of Oakland Park Lakeside Sidewalks – Various Locations, Broward County – FDOT District 4
Project Engineer for this mobility project consisting of pedestrian improvements for the Lakeside neighborhood. Improvements include filling sidewalk gaps, drainage improvements, and signing and pavement markings.

SR 615/S 25th St from N of Edwards Rd to N of Virginia Ave, St. Lucie County – FDOT District 4
Project Engineer for this RRR project consisting of milling and resurfacing of the existing pavement to extend the service life of the corridor, as well as general highway safety enhancements. The project also includes lighting retrofit at the three signalized intersections and the addition reflectorized backplates.

SR 809/Military Trail from Dyer Blvd to N of Flag Dr, Palm Beach County – FDOT District 4
Project Engineer for this RRR project consisting of milling and

resurfacing of the existing pavement to extend the service life of the corridor, as well as general highway safety enhancements. The project also includes lighting retrofit at the intersection with SR 710/MLK Jr Blvd and signalization upgrades including video detection and the addition of reflectorized backplates.

SR 15 from N of 1st St to Palm Beach/Martin CL, Palm Beach County – FDOT District 4

Project Engineer for this RRR improvement project on 6.636 miles of this two-lane, two-way, undivided, rural facility in Palm Beach County. The main objectives of the project are to extend the life of the existing pavement through milling and resurfacing of existing travel lanes, and to provide wider shoulders in both directions. Pavement markings will be replaced to meet current standards. Existing signs impacted by the proposed improvements will be relocated or replaced based on existing conditions and reflectivity to comply with current standards.

SR 15 from Palm Beach/Martin CL to Martin/Okeechobee CL, Martin County – FDOT District 4

Project Engineer for this RRR improvement project on 12.333 miles of this two-lane, two-way, undivided, rural facility in Martin County. The main objectives of the project are to extend the life of the existing pavement through milling and resurfacing of existing travel lanes, and to provide wider shoulders in both directions. Pavement markings will be replaced to meet current standards. Existing signs impacted by the proposed improvements will be relocated or replaced based on existing conditions and reflectivity to comply with current standards.

Reconstruction of Oslo Road/CR 606 from East of SR 9/I-95 to SW 58th Avenue, Indian River County – FDOT District 4

Responsible for pavement design for this capacity improvement project in City of Vero Beach. The project entails the widening of Oslo Road from a two-lane undivided roadway to a four-lane, divided, suburban roadway. The project limits extend approximately 3 miles from east of SR 9/I-95 (MP 0.280) to SW 58th Avenue (CR 606) (MP 3.013).

SR 706 Indiantown Road Lighting Section 75002-000, Palm beach County – FDOT District 4

Project Engineer for this lighting retrofit project, the responsibilities consisted of providing lighting analysis and lighting plans for 11 intersections along SR 706.

SW 148th Ave from SW 52nd Dr to SW 148th Ct/Bass Creek Rd, Broward County – FDOT District 4

Project Engineer for this mobility project consisting of the construction of a traffic circle at the intersection of SW 148th St and Bass Creek Rd, responsible for lighting and signing and pavement markings. Improvements include a multi-use path, drainage improvements, lighting, signalization, and signing and pavement markings.

Broward Mobility Hollywood - 14th Ave. from Atlantic Shores Blvd to Sheridan St, Broward County – FDOT District 4

Responsible for plan production, drainage design, and pavement design. This is a federally funded, Broward MPO driven, off-system project to improve mobility within Broward County. This project has two main corridors with various segments that are not contiguous. The first segment generally runs along NE 14th Ave, S 14th Ave, and N 14th Ave in the Cities of Hallandale Beach and Hollywood, between Atlantic Shores Blvd and Sheridan St. The second segment runs along Polk Ave from N 17th Ave to N 14th Ave. The main items included in the scope are the accommodation of bicyclists by providing bike lanes or shared lane markings (sharrows)along 14th Ave; and adding shared use paths along Polk St and 14th Ave.

Midway Road Widening/Reconstruction from Glades Cut off Road to Selvitz Road, St. Lucie County – FDOT District 4

Project Engineer for this capacity improvement project, responsibilities included SWPPP and Quality Control of Signing and Pavement Marking and Signalization Plans. The proposed project involves the widening and reconstruction of CR-712/Midway Road from a 2-lane undivided roadway to a 4-lane divided facility between Glades Cut Off Road/County Road 709 and Selvitz Road in Saint Lucie County. The project also includes replacement of the existing bridge (ID 940050) over the Florida's Turnpike (SR-91).

Ron DeSantis, Governor

Julie I. Brown,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SHUVO, DILNAHAR HOSSAIN

11186 SW 17TH MNR
DAVIE FL 33324

LICENSE NUMBER: PE92997

EXPIRATION DATE: FEBRUARY 28, 2023

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Florida International University

On recommendation of the Faculty and by virtue of the authority vested in it
by the Board of Trustees hereby confers upon

Dilnahar Hossain Shuvo

the degree of

Master of Science in Civil Engineering

College of Engineering and Computing

In Testimony Whereof, the signatures of the University's officers are hereto affixed in Miami, Florida

April 17, 2008

Chairman, Board of Trustees

Governor

President of the University

Interim Dean

TAB 4: REFERENCES

EXHIBIT 4
LIST OF REFERENCES

1. Reference 1:
   a. Name: Maqsood M Nasir, P.E. (Director, Engineering Services & Construction Management)
   b. Address: 4300 NW 36th Street | Lauderdale Lakes, FL 33319
   c. Phone Number: 954-535-2712
   d. Fax Number: 954-733-4220
   e. Email Address: mmnasir@lauderdalelakes.org

2. Reference 2:
   a. Name: Robin Soodeen (Assistant Public Work Director)
   b. Address: 4300 NW 36th Street | Lauderdale Lakes, FL 33319
   c. Phone Number: 954-535-2758
   d. Fax Number: 954-733-4220
   e. Email Address: RobinS@lauderdalelakes.org

3. Reference 3:
   a. Name: Carlos Gonzalez (CIP – Project Manager)
   b. Address: 780 Fisherman Street, Opa-Locka, Florida 33054
   c. Phone Number: 305 953-2868
   d. Fax Number:
   e. Email Address: cgonzalez@Opalockafl.gov

Business Name: SAFA CONSTRUCTION, LLC

Signature of Authorized Representative: Dilnahar Shuvo

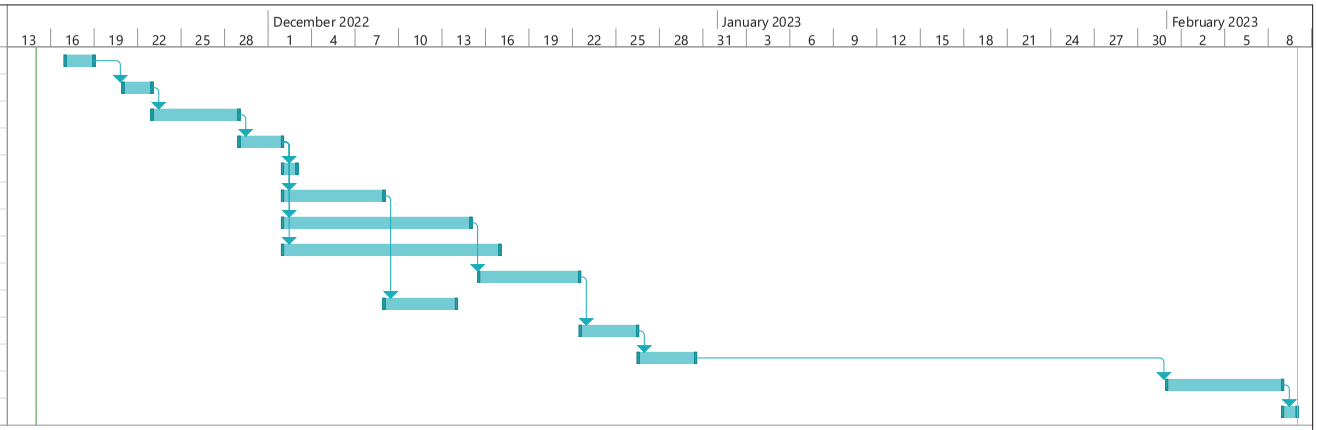
Print Name: DILNAHAR HOSSAIN SHUVO, PE

Title: Authorized Representative

Date: 11/11/2022

TAB 5: SCHEDULE

ID	Task Mode	Task Name	Duration	Start
1		Notice to proceed	2 days	Thu 11/17/22
2		Permitting	2 days	Mon 11/21/22
3		Demolition	4 days	Wed 11/23/22
4		Frameing	3 days	Tue 11/29/22
5		Shop Drawing for TTS	1 day	Fri 12/2/22
6		Ceiling	5 days	Fri 12/2/22
7		Electrical /IT Work	9 days	Fri 12/2/22
8		HAVC work	11 days	Fri 12/2/22
9		Dry wall/inside door install	5 days	Thu 12/15/22
10		Fire sprinkler head	3 days	Fri 12/9/22
11		Painting	2 days	Thu 12/22/22
12		Flooring	4 days	Mon 12/26/22
13		Bullet proof window and door insta	6 days	Wed 2/1/23
14		Project finish	1 day	Thu 2/9/23



Project: SMALL POLICE STATIO
Date: Tue 11/15/22

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

TAB 6: PRICE PROPOSAL

RFP NO: 22-1115200

PRICE PROPOSAL FORM

DEMOLISH THE EXISTING LAYOUT AND OFFICES AND BUILD THE NEW POLICE DEPARTMENT COMMAND STAFF OFFICES AT 780 FISHERMAN STREET (FIRST FLOOR)

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: $ 331,751.50

SUBMITTED THIS 15 DAY OF NOVEMBER, 2022.

BID SUBMITTED BY:

SAFA CONSTRUCTION, LLC

Company

SAFA CONSTRUCTION, LLC

Name of Person Authorized to Submit Bid

Signature

CEO

Title

(954) 326-8295

Telephone Number

Fax Number

md.rahman@safaconstruction.net

Email Address

Item No	Item name	Description	Cost
1	Permitting	Permit package submittal to the city	2,000.00
2	Demolition	Demolish the walls, remove existing flooring, remove doors and remove garbage	6,000.00
3	Existing Glass (1) 6 Zone ADA Compliant Walk-Through Metal Detector (9) Window and (1) Door	Bullet-resistant fiberglass panels (BY TSS)	12,000.00
		Ul level 3-rated bullet proof glass, frame and door (BY TSS)	140,000.00
		6 Zone ADA Compliant Walk-Through Metal Detector	4,000.00
4	Six new Room	Six new rooms with six new doors	57,850.00
5	Celling	Add new ceiling	20,000.00
6	Lighting	Add new lighting for the room and hallway	10,000.00
7	Electrical waring	Power outlets for all rooms (for computer, Printer etc)	15,000.00
8	Communication waring	Communication outlets for all rooms (for computer, Phone, internet etc)	6,000.00
9	AC	Relocate the Air Handler unit with accessories	12,000.00
10	Flooring	New vinyl plank flooring (1481 +/- sqft)	14,810.00
11	Paint	New Paint for entire room	10,000.00
12	Sprinkler head	Add new sprinkler head [IIIA (SPRINKLERED)]	8,000.00
13	Fire Extinguisher & Fire Alam	Add Fire Extinguisher & intregated Fire Alam	6,000.00
14	Bond	Provide Bond	8,091.50
		Total	331,751.50

TAB 7: BOND CAPACITY

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

Bond Number: 428592

CONTRACTOR:
(Name, legal status and address)

SAFA Construction, LLC
11186 SW 17th Manor
Davie, FL 33324

SURETY:
(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

OWNER:
(Name, legal status and address)

City of Opa-locka (Florida)
Office of the City Clerk, 780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Bid Amount
5 %

PROJECT:
(Name, location or address, and Project number, if any)
DEMO AND BUILD THE NEW POLICE DEPT COMMAND STAFF OFC (RFP NO: 221115200)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of November, 2022

SAFA Construction, LLC

(Witness) DILNAHAR HOSSAIN SHUVO

(Principal) MD SHAHINUR RAHMAN *(Seal)*

(Title) CEO

(Witness) Brian S. Smith

Merchants Bonding Company (Mutual)
(Surety) *(Seal)*

(Title) Peter C Gibbs Attorney-in-Fact

CON 0657 (2/15) Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

Bond #: 428592

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Peter C Gibbs

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of November , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of November , 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of November , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants Bonding Company (Mutual) ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS BONDING COMPANY (MUTUAL)



By: _____
Larry Taylor, President

TAB 8: INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/04/2022

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	CONTACT NAME: Tom Reed	
Insurance by Rob 4851 Hillsboro Blvd, A-11 Coconut Creek FL 33073	PHONE (A/C, No, Ext): (954) 331-4468	FAX (A/C, No):
	E-MAIL ADDRESS: info@InsuranceByRob.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : EVANSTON INS CO	35378
INSURED SAFA CONSTRUCTION, LLC 11186 SW 17th Mnr Davie FL 33324	INSURER B : INFINITY ASSUR INS CO	39497
	INSURER C : BIBERK BERKSHIRE HATHAWAY DIRECT INSUR.	10391
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	x	x	3AA565057	05/06/2022	05/06/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] HNOA incl [ ]		x	509-82007-9259-001	10/20/2022	10/20/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $		X	EZXS3079011	05/06/2022	05/06/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		N9WC539114	04/02/2022	04/02/2023	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

The Town of Davie is named as additional insured if required by contract. Davie Community Redevelopment Agency 8800 SW 36th Street Davie Fl 33328 is named as additional insured.

Contractor license: CGC1531601

CERTIFICATE HOLDER

CITY OF OPA-LOCKA

780 FISHERMAN ST
OPA-LOCKA FL 33054

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

tom reed

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TAB 9: DEBARMENT, SUSPENSION CERTIFICATION

CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature 

Printed Name MD SHAHINUR RAHMAN, CEO

TAB 10: DRUG-FREE CERTIFICATION

CITY OF OPA-LOCKA
RFP NO. 22-1115200

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 controlled substances 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 bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by MD SHAHINUR RAHMAN the
(Name)
CEO of SAFA CONSTRUCTION, LLC
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

11/ 15/2022 _____
Date Signature

TAB 11: NON-COLLUSION AFFIDAVIT

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

I, MD SHAHINUR RAHMAN **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the OWNER OF SAFA CONSTRUCTION, LLC (Owner, Partner, Officer, Representative or Agent) of _____ the PROPONENT that has submitted the attached proposal;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

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

(4) Neither the said PROPONENT 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 PROPONENT, 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 agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

Signed, sealed and delivered in the presence of:

_____ By: _____
Witness Signature

_____ MD SHAHINUR RAHMAN, CEO
Witness Print Name and Title

TAB 12: NON-DISCRIMINATION AFFIDAVIT

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: MD SHAHINUR RAHMAN
MD SHAHINUR RAHMAN

Title: ~~CEO~~ CFO

Sworn and subscribed before this

14th day of November, 2022

Ayesha Hack
Notary Public, State of Florida

AYESHA HACK
Notary Public - State of Florida
Commission # HH 222913
My Comm. Expires Apr 17, 2026
Bonded through National Notary Assn.

AYESHA HACK
(Printed Name)

My commission expires: 04-17-2026

TAB 13: E-VERIFY FORM

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: SAFA CONSTRUCTION, LLC

Authorized Signature: 

Print Name: MD SHAHINUR RAHMAN

Title: CEO

Date: 11/15/2022

Sponsored By: Interim City Manager

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CREATION OF A CONDOMINIUM STRUCTURE FOR 780 FISHERMAN STREET, WITHIN THE CITY, AND APPOINTING A CONDOMINIUM ASSOCIATION BOARD OF DIRECTORS; FURTHER DIRECTING THE CITY CLERK TO RECORD RELEVANT CONDOMINIUM DOCUMENTS WITH MIAMI-DADE COUNTY BY DECEMBER 31, 2022; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order to limit the amount of property taxes annually charged to the City of Opa-Locka ("City") for 780 Fisherman Street, the City desires to establish a condominium legal structure for the subject building site; and

WHEREAS, the City purchased 780 Fisherman Street in 2015. At the time of purchase, the building was determined to be owned by a municipal government and therefore exempt from property taxes. Subsequently, the Miami-Dade County Property Appraiser determined that since the City had a "for-profit" tenant business in the building located at 780 Fisherman Street, the property no longer qualified as being exempt from property taxes. Consequently, as of Fiscal Year 2021, the City started receiving an annual property tax bill in the range of One Hundred Fifty Thousand Dollars ($150,000.00); and

WHEREAS, for the current year the property tax bill is One Hundred Fifty Thousand, Seven Hundred One Dollars ($150,701.00), with Fifty-Seven Thousand, Five Hundred Forty-Nine Dollars ($57,549.00) ultimately being returned to the City as one of the taxing authorities on the property tax bill

WHEREAS, City staff has determined that the current tenant is paying a share of the property tax bill proportional to the amount of space it occupies in the building; and

WHEREAS, the Miami-Dade County Property Appraiser's Office has recommended that 780 Fisherman Street be converted into a condominium legal structure; and

WHEREAS, there will be 17 uniquely identified condominium units at 780 Fisherman Street, with the City as the owner of each condominium;

WHEREAS, Condominium units with "for-profit" tenants will be assessed property taxes while the remainder of the building will revert to a property tax exempt status; and

WHEREAS, under Florida Statutes, a comprehensive set of documents with extensive requirements are required for establishment of a condominium organization.

The end-result is the creation of a separate legal entity with a Board of Directors, separate finances and all of the processes and procedures found in any entity with operational and fiscal responsibilities; and

WHEREAS, to staff the five Condominium Association Board positions in the proposed documents, the Interim City Manager recommends that the City Commission appoint City staff members currently involved with the various aspects of the operation of 780 Fisherman Street to the Board as follows:

Interim City Manager Darvin Williams
Assistant City Manager Sha'mecca Lawson
Finance Director Niema Walker
Building and Grounds Maintenance Manager King Leonard
Budget Administrator Bob Anathan; and

WHEREAS, the City Commission finds it in the best interest of the City to authorize the creation of a condominium structure for 780 Fisherman Street, within the City, and appoint a Condominium Association Board of Directors; further directing the City Clerk to record relevant Condominium documents with Miami-Dade County by December 31, 2022.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission hereby authorizes the creation of a condominium structure for 780 Fisherman Street, within the City, and hereby appoints a Condominium Association Board of Directors as set forth herein. The City Commission further directs the City Clerk to record all relevant condominium documents with Miami-Dade County no later than December 31, 2022.

SECTION 3. SCRIVENER'S ERRORS

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Williams	(Yes)_____	(No) _____
Commissioner Kelley	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Vice Mayor Ervin	(Yes)_____	(No) _____
Mayor Taylor	(Yes)_____	(No) _____

City of Opa-locka
Agenda Cover Memo

Department Director:	Bob Anathan			**Department Director Signature:**	RQ		
City Manager:	Darvin Williams			**CM Signature:**	DaE Williams		
Commission Meeting Date:	*12/14/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**
							X
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**				
	X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ■ **Bus. & Economic Dev** ☐ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

780 Fisherman Street Condominium Structure

Staff Summary:

Issue / Recommendation: To limit the amount of property tax annually charged for 780 Fisherman Street, the City should establish a condominium legal structure for the building. Staff recommends that the City Commission authorize the Interim City Manager to proceed with creating a condominium structure for 780 Fisherman Street and having it recorded with the County by December 31, 2022, and the City Commission is further recommended to appoint a Condominium Association Board of Directors.

Background / History: The City purchased 780 Fisherman Street in 2015. At the time the building, owned by a municipal government, was deemed to be exempt from property tax. Subsequently, the County Appraiser

determined that since the City had a tenant in the building that was a "for-profit" business, 780 Fisherman Street no longer qualified as being exempt from property taxes. Consequently, as of FY 21, the City began to receive an annual property tax bill in the range of $150,000. For the current year the property tax bill is $150,701, with $57,549 ultimately being returned to the City as one of the taxing authorities on the property tax bill. The current tenant is picking up a share of the property tax bill proportional to the amount of space it occupies in the building.

Current Activity: The County Property Appraiser's Office has recommended that 780 Fisherman Street be converted into a condominium legal structure. Condominium units with "for-profit" tenants will be assessed property taxes while the remainder of the building will revert to a property tax exempt status.

The required documents have been prepared by the City Attorney's Office and are attached. Under Florida statutes, a comprehensive set of documents with extensive requirements are required for establishment of a condominium organization. The end-result is the creation of a separate legal entity with a Board of Directors, separate finances and all of the processes and procedures found in any entity with operational and fiscal responsibilities, similar in manner to the way in which the Opa-locka CRA relates to the City. There will be 17 uniquely identified condominium units. However, unlike most condominium organizations, there will only be one owner, with the City having ownership of all units.

The current condominium documents are structured to reflect multiple owners, but this is only to provide flexibility at some time in the future if an alternate approach might arise which made sense. To allow the Board to carry out their responsibilities more easily, the condominium documents have been structured with some flexibility to satisfy statutory requirements while reducing the complexity in utilizing procedures that are required to be used to meet the needs, requirements and expectations of a multi-owner organization, even when there is only one owner. The Board is responsible for every aspect of the building, including day-to-day operations, maintenance, security, insurance, record keeping and reporting (financial and operational), fiscal operations, ensuring compliance with all condominium documents and, when appropriate, updating condominium documents to improve operations.

To staff the five Condominium Association Board positions in the proposed documents, staff recommends the City Commission appoint City staff members currently involved with the various aspects of the operation of 780 Fisherman Street to the Board as follows:

Interim City Manager Darvin Williams
Assistant City Manager Sha'mecca Lawson
Finance Director Niema Walker
Building and Grounds Maintenance Manager King Leonard
Budget Administrator Bob Anathan

The condominium documents must be completed and recorded with the County by December 31, 2022 to have an impact on the property taxes for FY 24 and beyond.

Financial Impact: Assuming continuation of the current rental status, creating a condominium legal structure will save the City approximately $75,000 annually.

Proposed Action:

Staff recommends that the City Commission authorize the Interim City Manager to proceed with creating a condominium structure for 780 Fisherman Street and having it recorded with the County by December 31, 2022, and the City Commission is further recommended to appoint a Condominium Association Board of Directors.

Attachment:

1. Condominium Documents

Prepared by and Return to:
Pam E. Booker Pettis, Esq.
Law Offices of Austin Pamies
Norris Weeks Powell, PLLC
401 North Avenue of the Arts
Ft. Lauderdale, FL 33311

DECLARATION OF CONDOMINIUM FOR OPA-LOCKA MUNICIPAL COMPLEX CONDOMINIUM

ARTICLE I
INTRODUCTION AND SUBMISSION STATEMENT

The City of Opa-locka, a Florida municipal corporation (hereafter called the "Developer") is the owner and holder of the fee interest in that certain parcel of land situation in Miami-Dade County, Florida, more particularly described on Exhibit "A" attached hereto and as shown in the survey attached as Exhibit "B" (the "Land"). Upon the Land there are improvements consisting essentially of one building (the "Building").

Developer hereby submits its fee interest in the Land, fee title to the Building and all other improvements erected or to be erected upon the Land, all easements, rights and appurtenances belonging thereto, and all other property to the Developer, real, personal or mixed, intended for use in connection therewith, to condominium ownership pursuant to the Condominium Act of the State of Florida (Chapter 718 of the Florida Statutes), and does hereby establish a condominium to be known as the **OPA LOCKA MUNICIPAL COMPLEX CONDOMINIUM.**

All restrictions, reservations, covenants, conditions and easements contained in this Declaration and its exhibits shall constitute covenants running with the land or equitable servitudes upon the land and shall be binding on each Unit Owner, his heirs, personal representatives, successors and assigns. In consideration of receiving and by acceptance of a grant, devise, or mortgage, all grantees, devisees or mortgagees, their successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation, Bylaws and Rules and Regulations of the condominium association. Both the burdens imposed and the benefits provided shall run with the title to each unit and their appurtenant interests in the common elements as defined herein.

ARTICLE II
DEFINITIONS OF TERMS

Except as otherwise provided herein, the definitions of terms contained in Chapter 718 of the Florida Statutes, as it exists on the date thereof, are adopted herein and made a part hereof. Unless the context otherwise requires, the terms used herein and in all Exhibits annexed hereto and in all amendments hereof, shall have the following meanings:

A. Association. The OPA LOCKA MUNICIPAL COMPLEX CONDOMINIUM, INC., a Florida corporation not for profit.

B. Condominium Property. All of the property submitted to condominium ownership pursuant to Article I.

C. Act. Means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.

D. Articles of Incorporation. Articles of Incorporation mean the Articles of Incorporation of the Association, as amended from time to time.

E. Assessment. Assessment means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner. The term assessment shall include Special Assessment.

F. Building. Building means the structure(s) in which the Units and the Common Elements are located, regardless of the number of such structures, which are located on the Condominium Property.

G. By-Laws. By-Laws means the By-Laws of the Association as they exist from time to time, a copy of which is attached hereto as Exhibit “D”.

H. Board of Directors. Board of Directors means the board of directors, from time to time, of the Association. The qualifications for membership on the Board are as set forth in the Bylaws of the Association.

I. City. City means the City of Opa-locka, Florida, a Florida municipal corporation.

J. Common Elements. All of the Condominium Property other than the Units and the divider walls (as hereinafter described). Common elements shall include easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common elements and any other parts of the Condominium Property designated as Common Elements in this Declaration.

K. Limited Common Elements. Those portions of the Common Elements reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units. When the term "Common Elements" is used in this Declaration, such term shall include the Limited Common Elements unless the context otherwise specifically requires.

L. Condominium Unit or Units. A unit as defined in the Condominium Act, referring herein to each of the separate and identified units delineated on Exhibit "C" annexed to this Declaration, and, when the context permits, the Condominium Parcel (as defined in the said Condominium Act) comprised of such Unit, including its undivided interest in the Common Elements appurtenant thereto, which interest is set forth as a percentage on Exhibit "D", annexed to this Declaration. The physical boundaries of Units are more particularly described in Article III hereof.

M. Owner or Unit Owner. An owner of an interest in one or more Units to the extent of such interest.

N. Common Expenses. All expenses incurred from the upkeep, maintenance, repair, replacement, management and operation of the Common Elements, including any reserve for maintenance and repairs, reinstatement, rebuilding and replacement of the Common Elements; all charges for taxes on or relating to the Common Elements (except real property taxes and other such taxes assessed separately on Condominium Parcels or on the personal property or any other interest of the Unit Owner); the cost of insurance of or on the Common Elements (including fire and other casualty and liability insurance required to be maintained by the Association under this Declaration), and the cost of yard, janitorial and similar services for the Common Elements and those parts of the Condominium Property designated by the Association; wages; accounting and legal fees, management fees, any valid charge against or expense of the Condominium as a whole; and any other expense declared to be a Common Expense in this Declaration or the Exhibits annexed hereto. Without limiting the generality of the foregoing, Common Expenses shall include all expenses of alterations or additions in or to the Common Elements which may be required from time to time, to cause such Common Elements as built and existing to be in conformity with the Common Elements described in the Declaration as amended from time to time. Common expenses shall also include, without limitation, all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended.

O. Common Surplus. The amount by which all receipts of the Association from the Condominium and the Unit Owners, including, but not limited to assessments, rents, profits and revenues on account of the Common Elements, shall exceed the amount of the Common Expenses of the Condominium.

P. Condominium. Shall mean the Land, Improvements and personal property that are submitted to condominium ownership and all easements and rights appurtenant thereto intended for use in connection with the condominium, subject to the limitations thereof and exclusions therefrom.

Q. Declaration. Declaration of Condominium means this instrument and all exhibits attached hereto, as same may be amended from time to time.

R. Developer. Developer shall mean the City of Opa-locka, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned, provided however, a Unit Lessee shall not be

deemed a successor to or assignee of the rights of Developer under this Declaration.

S. Improvements. Improvements shall mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to the building.

T. Institutional Lender. A bank, savings and loan association, insurance company, pension fund, the Developer, an agency of the government, a real estate investment trust, or a lender generally recognized in the community as an institutional lender, including the servicing agent for any of the foregoing. Rules and Regulations" means the rules and regulations of the condominium association adopted and amended from time to time by the Board of Directors.

U. Landscaping. All landscaping, if any, shall be part of the Common Elements and shall be maintained by the Association.

V. Rules and Regulations. Rules and Regulations means the rules and regulations of the condominium association adopted and amended from time to time by the Board of Directors.

W. Units. The Opa-locka Municipal Complex Condominium shall contain seventeen (17) units which are located and individually described in Exhibit "C" hereto.

X. Voting Certificate. Voting Certificate shall mean a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a condominium unit that is owned by more than one natural person or by an entity.

ARTICLE III THE CONDOMINIUM PROPERTY

1. The name of the Association responsible for the operation of this condominium is Opa-locka Municipal Complex Condominium, a Florida not-for-profit corporation organized under the laws of the State of Florida. A copy of the Articles of Incorporation of the Association are attached hereto as Exhibit E and made a part hereof. A copy of the Bylaws of the Association are set forth in Exhibit F attached hereto and made a part hereof.

2. The Association shall have all of the common-law and statutory powers of a corporation not-for-profit not in conflict with the terms of the Articles of Incorporation, this Declaration of Condominium, the Bylaws or the Act.

3. The Association shall have all of the powers and duties set forth in the Act and the Declaration of Condominium, Articles of Incorporation, and Bylaws of the Association, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the

Declaration of Condominium as it may be amended from time to time, including, but not limited to, the following:

a. To levy and collect assessments against members to defray the costs, expenses and obligations of the condominium;

b. to use the proceeds of assessments in the exercise of its powers and duties;

c. to maintain, repair, replace and operate the condominium property, including easements;

d. to purchase insurance upon the condominium property and insurance for the protection of the Association and its members as Unit Owners;

e. to reconstruct improvements after casualty and to further improve the property;

f. to make and amend reasonable rules and regulations respecting the use of the property in the condominium;

g. to enforce by legal means the provisions of the Act, the Declaration of Condominium, the Articles of Incorporation, the Bylaws of the Association and the Rules and Regulations for the use of the property in the condominium;

h. to contract for management and maintenance of the Condominium, including but not limited to entering contracts with professionals and trade services providers such accountants, attorneys, landscapers, electricians, plumbers, painters, security services, and others, and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and regulations, and maintenance, repair and replacement of common property. The Association and its officers and directors shall, however, retain at all times the powers and duties granted them by the Act, including but not limited to the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association;

i. to employ personnel to perform the services required for proper operation of the condominium;

j. the irrevocable right of access to each Unit from time to time during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements therein, or of any portion of a Unit to be maintained by the association, or as necessary to prevent damage to the common elements or to any Unit. In the case of emergencies, such as fire, hurricane, plumbing leaks and the like, entry may be made without notice or permission. Each Unit Owner hereby appoints the Association as his agent for the purposes provided herein. The Association may require that each owner provide it with a key to the Unit to facilitate access for the purposes stated herein;

k. to purchase parcels in the Condominium and to hold, lease, mortgage and convey same; subject, nevertheless to the provisions of the Declaration, Articles of Incorporation, and Bylaws relative thereto;

l. to enter into agreements with the Developer, other condominium associations, or any other legal entity for the maintenance, replacement or repair of any properties used in common with others such as, but not limited to, roads or subdivision-type improvements;

m. the power to levy reasonable fines and suspend the right to use common elements according to Section 718.303(3), Florida Statutes, and the power to suspend the voting rights of a member according to Section 718.304(5), Florida Statutes;

n. to maintain accounting and other financial records according to good accounting practices. The financial records shall be open to inspection by the members at reasonable times during normal business hours.

ARTICLE IV
GENERAL DESCRIPTION OF UNITS

A. Identification, Location and Dimension of the Units. The Condominium includes seventeen (17) Units. All Units are identified by a number combination, and are delineated on the graphic description of the improvements which is a part of Exhibit "C" to this Declaration. No Unit bears the same designation as any other unit and the designation of the unit is also the designation of the Condominium Parcel. Exhibit "B" includes a survey of the Land and a graphic description of the improvements and a plot plan thereof which, together with the Declaration, are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. Exhibit "B" also includes the certificate of a surveyor authorized to practice in the State of Florida which complies with the requirements of the Condominium Act.

B. Boundaries of Units. The horizontal boundaries of each Unit shall be the unfinished surface of the top of the concrete floor and the unfinished surface of the bottom of the concrete ceiling, except that where there is a stairway or other opening in the floor or ceiling the boundary shall be the surface resulting from extensions of the nearest adjacent unfinished surfaces of the top of the concrete floor or the bottom of the concrete ceiling, as the case may be. The vertical boundaries of each Unit shall be the middle of any divider wall as shown on the graphic description of the improvements which are as part of Exhibit "B" to this Declaration and on non-divider walls the boundary shall be the inside unfinished surface of such wall. Any entry door or window in a non-divider wall shall also be a part of the Unit notwithstanding that it may lay outside the vertical boundary described above and below. Where the Unit consists in whole or in part of unenclosed space, the vertical boundary defining such space is the boundary as shown on the graphic description of the improvements which area part of Exhibit "B" to this Declaration, same being a plane extending vertically from the unfinished surface of the top of the concrete floor to the unfinished surface of the bottom of the concrete ceiling. The portion of air conditioning system serving a Unit located outside of the Unit boundary shall be deemed a Limited Common Element which shall be subject to the exclusive use and maintenance by the Unit to which it services. The portion of the air conditioning system located within the Unit boundary shall be deemed to be a part of the Unit.

C. Divider Walls. The wall separating a Unit of one Owner from a Unit of an adjoining Owner shall be referred to as a "divider wall" and the location of the plane of its center line shall be coincident with the vertical plane which serves as the common boundary between the Units of Unit Owners whose Units adjoin one another. A divider wall shall not be removed by a Unit Owner, except that in the event a divider wall is no longer intended to serve to separate a Unit of one Unit Owner from a Unit of another Unit Owner, the divider wall may be removed provided (1) such removal shall be at the sole cost and expense of the Unit Owner performing same, (2) said divider wall is not a loadbearing structural component of the Building, and (3) the written approval of the Board has first been obtained. A divider wall once removed may not be constructed by a Unit Owner without the prior written approval of the Board, which shall grant its approval upon receipt of a building permit, if any is required for the construction, and evidence reasonably satisfactory to the Board that the divider wall will be constructed in accordance with the construction standards established by Miami-Dade County and coincident with the vertical plane which serves as the common boundary between the Units.

Any such construction shall be at the expense of the Unit Owner performing same. In no event may a divider wall be removed or constructed if the structural soundness of the Building may in any way be affected thereby.

D. Easements to the Association. The Association is hereby granted easements over, upon and under the Condominium Property, including specifically into, upon and through the individual Units, and within such Units, into, upon and through the space contained between the top of the finished ceiling within such Units and the bottom or the concrete ceiling slab forming the lower boundary of such Units, for the maintenance of utility and other services, for the maintenance of divider walls as described in Article III, and for the exercise of all other rights and the performance of all other duties granted to the Association in this Declaration.

E. Authority of Developer and Association Concerning Easements. To the extent that easements over, upon or under the Condominium Property are necessary so as to provide utility services to the Condominium, each Unit Owner, and its heirs successors and assigns, do hereby designate and appoint the Association as its agent and attorney-in-fact, each along with full power in its name, place and stead, to execute instruments creating such easements; provided, however, that such easements shall not unreasonably interfere with the use by the Unit Owners of the Condominium Property or be detrimental to the structural integrity of the Building. Further, the Association shall be authorized to give, convey, transfer, cancel, relocate and otherwise deal with utility and other easements located on or affecting the Condominium Property.

F. Altering Unit Boundaries. The Developer reserves the right to change the interior design and arrangement of all Units, and to alter boundaries between Units as long as the Developer owns the Units so altered. If more than one Unit is concerned, the Developer shall apportion between the Units the undivided interest in the Common Elements appurtenant to every Unit concerned. An amendment of this Declaration of Condominium reflecting such alteration of the Unit(s) by the Developer need be executed and acknowledged only by the Developer, and need not be approved by the Association, Unit Owners, lienor, or mortgagees of Units not concerned therewith.

G. Limited Common Elements. The air conditioning compressor which is located outside of the boundaries of the Unit and which serves the Unit shall be a Limited Common Element appurtenant to the Unit that it serves.

ARTICLE V

RESTRICTIONS AND COVENANTS

A. Owners and Units Subject to Declaration. All Unit Owners, mortgagees, tenants and occupants of Units and their employees and any other person who may use the facilities of the Condominium Property in any manner shall be subject to the provisions of this Declaration and the Bylaws as they may be amended from time to time, including all restrictions, covenants, agreements, easements and declarations of record. The acceptance of a deed of conveyance by a Unit Owner or the entering into occupancy of a Unit by a Unit Owner, tenant or occupant, shall constitute an agreement that the provisions of this Declaration and the Bylaws as they may be amended from time

to time are accepted and ratified by such Unit Owner, tenant or occupant. The restrictions and burdens imposed by the provisions of this Declaration and the Exhibits annexed hereto are intended to and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interests in the Common Elements, binding upon the Developer, its successors and assigns, and any other holder of an interest or estate in a Unit, as though all such provisions and Exhibits were recited and stipulated at length in each deed or conveyance or lease relating to a Unit.

B. Use of Space: General.

1. No Unit Owner, tenant or occupant of a Unit shall do, or suffer or permit to be done, anything in any Unit which would impair the soundness or safety of the Condominium Property, or which will increase the rate or result in the cancellation of insurance applicable to the Condominium Property, or which would be noxious or offensive or hazardous or an interference with the peaceful possession and proper use of other Units, or which would require any alteration of or addition to any of the Common Elements so as to be in compliance with any applicable law or regulation, or which would otherwise be a violation of law.

2. No Unit Owner, tenant or occupant of a Unit shall, without the written approval and consent of the Association, place or suffer to be placed or maintained any advertising matter within a Unit which shall be visible from the exterior thereof or any sign, awning or canopy, decoration, lettering, or advertising matter or other thing of any kind on any exterior door, wall or window of the Common Elements provided, however, that the Association shall establish reasonable and uniform regulations permitting the placement and maintenance by each Owner of identifying signs and insignia of such size and materials and in such locations as shall be architecturally suitable and appropriate to the design and function of the Condominium Property.

3. No Unit Owner, tenant or occupant of a Unit shall do, or suffer or permit to be done, in his Unit any activities of an illegal or unlawful nature.

4. No Unit Owner, tenant or occupant shall repair, alter, replace or move any of the Common Elements which are located within its Unit without the prior written consent of the Association.

5. Notwithstanding the inclusion within Units of the space contained between the top of the finished ceiling thereof and the bottom of the concrete or steel ceiling slab forming the upper boundary of such Units and of the space contained between the middle and outside of a wall, no Owner, tenant or occupant shall have the use of occupancy of such space nor the right to enter into, upon or through such space, except in an emergency, nor to interfere in any way with any of the pipes, ducts, cables, wires, conduits, utility lines or other Common Elements contained in or extending through such space.

6. The Owner of a Unit shall occupy and use his Unit for commercial purposes only, for himself, and his guests, invitees and for no other purpose, whatsoever; however, no Owner shall cause or permit any paint or body work or work of similar nature to be conducted on or within any Unit owned by the Owner or the Developer or any Association. Furthermore, no Owner shall cause, permit or conduct any repairs, mechanical or otherwise, on any motor vehicle that is visible from either a public or platted roadway, except for tire repair service.

7. The use of the Unit shall be consistent and in compliance with existing laws, the provisions of the Declaration and these rules and regulations, and users shall commit no nuisance nor interference with others' peaceful possession and use.

8. The Common Elements and Limited Common Elements shall not be obstructed, littered, defaced nor misused in any manner nor shall there be any outside storage.

9. No structural changes or alterations shall be made in the perimeter boundaries of any Unit by the Unit Owner.

10. The parking areas within the Condominium Property shall be used onlyfor the parking of private automobiles, motorcycles, trucks, or vans, or the placement of garbage dumpsters, and no other vehicles or equipment of any kind, whatsoever, including, but not limited to, boats, boat trailers, campers, etc., shall be parked, maintained, stored or otherwise kept within the designated parking areas or on any other portion of the Condominium Property at any time whatsoever. No vehicle shall be parked or left unattended in the loading dock areas within the Condominium Property.

11. No Unit Owner or group of Unit Owners shall, without first obtaining the approval of the Board of Administration of the Association, change, alter or modify the exterior appearance of any Unit, nor alter the exterior appearance of any Unit, Building or any of the Common Elements including the landscaping, except as is otherwise permitted under this Declaration.

12. Except as currently existing at the time of the recording of this Declaration, no Owner or occupant of a Unit shall install wiring for electrical or telephone installations nor install any type of television antenna, machines or air conditioning equipment, on exterior of the Unit, except as authorized in writing by a majority of the Board of Administration.

13. Owners and occupants of Units shall exercise extreme care to minimize noises and odors in said Unit so as not to disturb the other persons and parties occupying other Units or other portions of the same Unit; and not to use the Common Elements in any manner or for any purpose which would disturb or in any way inconvenience any parties occupying the Units in this Condominium.

14. Each Unit Owner and the occupants of a Unit shall maintain in good condition and repair its Unit and all interior surfaces within and surrounding said Unit whether or not part of the Unit or Common Elements and to maintain and repair the appliances and fixtures therein and pay for such utilities as are separately metered to the Unit.

15. No fence, wall or other enclosure shall be erected on the Condominium Property, except as may have been installed by the Developer.

16. Notwithstanding anything to the contrary set forth in this Declaration, the Articles or the Bylaws, this Article V may only be modified, altered and/or amended by a vote of seventy-five (75%) percent of the Unit Owners, provided, however, that no

change, alteration or modification shall be made and no new or additional regulations shall be set without the written approval of the Developer as long as the Developer own one (1) or more Units.

17. No vehicle which cannot operate on its own power shall remain on the outside parking areas for more than twenty-four (24) hours, and no repair of vehicles shall be made thereon, except in emergencies, and except as otherwise provided in this Article.

18. The Association shall have the right and power to adopt and amend rules and regulations covering the details of the further operation and use of the Condominium Property, especially with respect to the parking and landscaping; provided, however, that no rule or regulation may prohibit or unreasonably impair any activities which were or are being conducted by a Unit Owner if such activities were (i) permitted prior to the adoption of the rule or regulation and (ii) being conducted by a party who/which is a Unit Owner as of the time of such adoption.

19. The following uses of the Unit are prohibited:

- (a) Immoral activities, residential use, obnoxious manufacturing or processing, encouragement of vermin, storage of materials requiring lethal fumigation, manufacturing, processing or storage of explosives;
- (b) Processing of food products or storage of meat, fish, seafood, or fresh vegetables; automotive or vehicular repair (except tire repair service), maintenance, painting, or remodeling; container storage; restaurant; storage of hazardous materials; operation of printing business; any business related to the care, storage, sale or treatment of animals.

20. Parking Easement. The Developer hereby grants a non-exclusive perpetual easement for parking and ingress and egress to the Unit Owners and their successor and assigns over the Land ("Easement").

The Easement and all of the surface parking improvements thereon shall be maintained by the Association and shall be used for parking and other purposes and normal purposes for which the same are reasonably intended. The Association and Unit Owners shall not be permitted to restrict or inhibit the uses and purposes for which the Easement is intended. The parking spaces within the Easement shall be available for use by all Unit Owners in the Condominium and their employees, agents and invitees. The Association shall not take nor permit any action that would decrease the number parking spaces currently available on the Condominium property unless required to do so by governmental authority.

Notwithstanding anything set forth herein to the contrary, due to the fact that at the time of the execution of this Declaration by the Developer some of the Units may be occupied by parties other than the Developer who may have a right to exclusive use of a portion of the Common Elements used for parking ("Existing Tenants"), the Association shall have the right to grant exclusive use of certain parking spaces to the

owners of the Units which are occupied by the Existing Tenants; however, a Unit Owner's right to exclusive use of parking spaces shall automatically terminate upon (i) the transfer of a Unit from the Developer to said Unit Owner or (ii) upon the expiration of the lease term set forth in the lease executed between the Existing Tenant and the Developer, which term shall include any option term set forth in *said* lease provided the right to extend the term of such lease is timely and properly exercised, but shall exclude any extension of the term set forth in said lease wherein no option to extend the lease term was included in the lease executed between the Existing Tenant and the Developer.

ARTICLE VI
TAXES

Each Unit Owner shall be obligated to cause the real property taxes for its Unit to be assessed separately by the appropriate governmental authority and to pay all real property taxes so determined directly to the appropriate governmental authority. The foregoing shall apply to all types of taxes and assessments, including special assessments, which now are or may hereafter be assessed separately by law on each Unit and the appurtenant interest in the Common Elements, or on the personal property or other interest of the Unit Owner.

Each Unit Owner shall execute such documents and take such action as may reasonably be specified by the Board to facilitate dealing with the appropriate governmental authorities regarding real property taxes and any other taxes and assessments. Each Unit Owner shall be obligated to pay directly to the Association as a Common Expense, a proportionate share of any assessment by the Board for a portion of taxes or assessments which may be assessed against the entire Condominium Property or any part of the Common Elements as a whole and not separately. If, in the opinion of the Board, any taxes or assessments may be a lien upon the entire Condominium Property or a part of the Common Elements, the Board may pay such taxes or assessments and shall assess the same to the Unit Owners in proportion to their share of the Common Expenses of the Condominium. Such assessments by the Board shall be secured by the lien rights of the Association described in and/or created by Article VIII of this Declaration.

ARTICLE VII
SHARE OF COMMON EXPENSES

A. Percentage Share; Allocation. The Board shall have the right at any time in its discretion to allocate to a Unit Owner assessments for a specific Common Expense based upon such Unit Owner's use of its Unit; for example, the Board may determine and allocate to a Unit Owner the proportion of janitorial maintenance or waste disposal cost of its Unit which is allocable fairly to such Unit Owner based upon its use of such Unit (without affecting the proportion of janitorial maintenance cost with respect to the Common Elements otherwise allocable to such Unit Owner as part of its share of the Common Expenses). The Board may in its discretion allocate Common Expenses based upon a percentage of ownership or based upon square footage of a unit.

ARTICLE VIII
ASSESSMENTS FOR COMMON EXPENSES

A. Method of Assessment. For the purposes of determining the assessments for Common Expenses of the Condominium, the Board may, on behalf of the Unit Owners, determine and assess for each year, the estimated aggregate amount of the Common Expenses for each year. For the purpose of such determination, each year shall be the fiscal year, except that the first year shall begin on the date upon which this Declaration is filed among the Public Records and end on the 31st day of October of said year. The Board may, from time to time during each year, make reasonable adjustments in the assessments on the basis of actual costs incurred. As soon as practicable after the end of each fiscal year, the aggregate amount of Common Expenses actually incurred for said fiscal year may be determined by the Board.

B. Payment of Common Expenses. While the City of Opa-locka is the owner of all units, payment of common expenses will be incurred and paid by the Developer. Notwithstanding the foregoing, the assessments for each fiscal year, as determined and allocated to each Unit Owner from time to time in accordance with its percentage share of the Common Expenses as set forth in Exhibit "D" annexed to this Declaration, shall be payable by the Unit Owner in twelve (12) equal installments in advance on or before the first day of each month. Within ten (10) days after notice thereof from the Board, the Unit Owners shall pay the amount by which actual expenses exceeded assessments and shall receive a refund of any amount by which payments for assessments exceeded actual expenses. Any omission or delay in determining assessments for any year shall not relieve the Unit Owners from the liability for payment thereof; the Unit Owners, pending such determination, shall pay twelve (12) equal installments of the assessment for Common Expenses in accordance with the determination of such assessments for the preceding year and, within ten (10) days after notice of the assessment for Common Expenses for the current year, shall pay any deficiency.

C. Charges for Electrical Service. The Developer may obtain single feed electrical service for each Unit. Each Unit may be separately metered for measuring the electrical power usage of that Unit and each Unit shall pay their ow separate electrical charge directly to the utility carrier (presently FLORIDA POWER AND LIGHT COMPANY).

D. Liability for Assessments. The Owner of each Unit shall be personally liable to the Association for the payment of all assessments and charges which may be levied by the Association with respect to such Unit. No Owner of any Unit may exempt himself from liability for any of the Common Elements, or by abandonment of any Unit with respect to which the assessment or charge is levied, or in any other way. The payment of an assessment for Common Expenses shall be in default if such assessment or charge, or any installment thereof, is not paid to the Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment or charge shall bear interest at the highest legal rate per annum until such delinquent assessment or installment or charge thereon has been paid in full, and the Owner shall be personally liable for interest on such delinquent assessment or installment or charge as above provided, and for all costs of collecting

such assessment or installment or charge and interest thereon, including a reasonable attorney's fee, whether or not suit be brought thereon.

E. Lien to Secure Payment of Common Expenses.

1. In the event that an assessment for Common Expenses with respect to a Unit is due and unpaid, the Assessment shall be a lien (the "Assessment Lien") upon the Unit (and the appurtenant undivided interests in the Common Elements) to secure the sums due for all assessments now or hereafter levied against the Owner of such Unit, together with any interest due thereon, and all costs and expenses, including a reasonable attorney's fee incurred by the Association in connection with the enforcement of the Association's rights, and, further, to secure advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be paid by the Association in order to preserve and protect its lien; for any such advances made for such purposes, the Association shall be entitled to interest on such advances at the highest legal rate per annum. All persons firms or corporations which shall acquire, by whatever means, any interest in the ownership of a Unit or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association under this Article VII, and shall acquire such interest expressly subject to such lien rights.

2. The Assessment Lien shall be effective from and after the time of recording in the Public Records of Miami-Dade County, Florida, a claim of lien stating the description of the Unit encumbered thereby, the name of the record owner, the amount due, and the date when due. Such claims of lien shall be signed by an officer or managing agent of the Association and shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, and advances to pay taxes and prior encumbrances and interest thereon. The lien shall continue in effect until all sums secured by said lien shall have been fully paid. Upon full payment of all said sums the lien shall be satisfied of record at the Unit Owner's cost.

3. The Assessment Lien may be foreclosed in the same manner as real estate mortgages, in which event the Association shall be entitled to rental from the Owner of the Unit from the date on which the payment of any assessment or installment becomes delinquent and to the appointment of a receiver for said Unit. Such rental shall be equal to the rental charged on comparable space in the Condominium or in Miami-Dade County, Florida.

4. In the event that an Institutional Lender, and its successors and assigns, shall acquire title to a Unit by virtue of foreclosure, judicial sale or a conveyance deed in lieu of foreclosure, the party acquiring title shall be obligated for (a) the portion of assessments for Common Expenses due and payable subsequent to the date of acquisition of title, and (b) for the unpaid assessments that became due prior to the Institutional Lender's receipt of the Certificate of Title or deed, as applicable, limited as provided for in Section 718.116 of the Florida Statutes. The amount of assessments for which the party acquiring title is not liable shall be absorbed and paid by all Unit Owners as a part of the Common Expenses; and the delinquent Unit Owner shall remain liable to the Association for such amount. Nothing herein shall release or be construed

as releasing the enforcement of collection of amounts from the delinquent Unit Owner by means other than foreclosure.

F. Statement as to Assessment. Whenever a Unit is to be leased, sold or mortgaged by its Owner, the Association, upon written request of such Unit Owner, shall furnish to the proposed lessee, purchaser or mortgagee, a statement (upon which he may rely) signed by an officer of the Association or its managing agent, verifying the status of assessments due and payable to the Association with respect to such Unit.

G. Special Assessments. All expenses for maintenance, repair or replacement of Common Elements shall be treated as and paid for as a Common Expense of the Condominium unless otherwise specifically provided in this Declaration and Exhibits annexed hereto; however, in the event such maintenance, repair, or replacement is caused by the negligence or misuse of an Owner, its employees, guests or invitees, such Owner shall be responsible therefore, and the Association shall have the right to levy a special assessment against such Owner for such expense.

H. Action at Law to Collect Assessments. Institution of a suit at law to attempt to effect collection of payments of delinquent assessments shall not be deemed to be an election by the Association which shall prevent it from thereafter seeking, by foreclosure, enforcement of the collection of any sums remaining owing to it, nor shall proceedings by foreclosure to attempt to effect such collection be deemed to be an election by the Association precluding the institution of a suit at law to attempt to effect collection of any sum then remaining owing.

I. Liability of Grantee for Assessments. In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the granter for all unpaid assessments with respect to such Unit made prior to the time of the conveyance, without prejudice to the rights of grantee to recover from granter the amounts paid by grantee therefor.

J. Developer's Liability of Assessments. The Developer shall be excused from the payment of the share of the Common Expenses and assessments related to Units it is offering for sale for a period beginning with the recording of this Declaration and ending the first (1st) day of the fourth (4th) calendar month following the month in which the closing of the purchase and sale of the first Unit occurs. However, the Developer must pay the portion of Common Expenses incurred during the above-described period which exceeds the amount assessed against all other Unit Owners.

K. Lien to Secure Payment of Liabilities. "Liabilities" affecting any Unit shall mean all sums due to the Association on account of unpaid assessments for Common Expenses against such Unit or the Owner thereof, together with (a) interest thereon; (b) the reasonable attorney's fees incurred by the Association incident to the collection of such assessments and the enforcement of the Assessment Lien against such Unit; (c) rentals with respect to such Unit which may be due to the Association during the period of foreclosure of the Assessment Lien as provided in this article and in Section 718.116 of the Condominium Act; and (d) any monies which the Association shall have expended to cure defaults under any mortgage against such Unit having priority over the Assessment Lien.

L. Entitlement to Occupancy. Any person or entity that acquires an interest in a Unit, except an Institutional Lender or a person or entity acquiring title to a Unit by virtue of a foreclosure, judicial sale or a conveyance deed in lieu of foreclosure,

shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments due and owing have been paid.

ARTICLE IX
LEASE OR SUBLEASE OF SPACE

Lease of Units. A Unit Owner desiring to lease, sublease or otherwise transfer its Unit shall, subject to the provisions of this Article IX, effect such transfer by leasing or subleasing said Unit which includes that Unit's undivided interest in the Common Elements, such interest is deemed conveyed or encumbered, as the case may be, with the Unit to which such interest is appurtenant, and any attempt to separate the title of a Unit from the undivided interest in the Common Elements appurtenant thereto shall be null and void. An encumbrance of a portion of a Unit shall include the corresponding portion of that Unit's interest in the Common Element. The Developer shall have the right to approve any lease or sublease for any unit. Any lease or sublease which is not approved by the Developer shall be null and void and shall confer no right or title in the party acquiring such interest.

ARTICLE X
OPERATION OF THE CONDOMINIUM

A. The Operating Entity. OPA-LOCKA MUNICIPAL COMPLEX CONDOMINIUM, INC., a Florida not for profit corporation, organized and existing under the laws of the State of Florida, shall be the entity responsible for the operation of the Condominium. Such Association shall have all of the powers and duties set forth under Florida law, including the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, and the Articles of Incorporation (the form of which is annexed hereto as Exhibit "E") and Bylaws of the Association, and all of the powers and duties necessary to operate the Condominium as set forth therein.

B. Bylaws of the Association. The operation of the Condominium shall be governed by the Bylaws of the Association, a copy of which are annexed to this Declaration as Exhibit "F". The Bylaws may be amended in the manner provided for therein, but no amendment shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Unit, alter the provisions of the Bylaws with respect to institutional mortgages of record, or change the rights and privileges of the Developer without its prior written approval.

ARTICLE XI
REPAIR AND MAINTENANCE BY THE ASSOCIATION

A. Repair and Maintenance. The responsibility of the Association for repair and maintenance of the Condominium include:

1. All Common Elements including exterior walls of the Building.
2. All portions of Units which contribute to the support of the Building, including main bearing walls, but excluding painting, wallpaper, decoration or other work on the interior surfaces of walls, ceilings and floors of Units.

3. All damage caused by work done by the Association.

B. Rights of Access to Units. The Association shall have the right on behalf of all Unit Owners to have access to any Unit from time to time during reasonable house with notice, if practical, to inspect same, to remove violations therefrom, to maintain, repair or replace any portion of the Common Elements, and to do other things necessary for the operation of the Condominium Property or for making emergency repairs in such Unit to prevent damage to the Common Elements or to another Unit. Such entries shall be made with as little inconvenience to the Owner of the Unit as practicable.

1. Mechanics' Liens. In the performance of any labor or the furnishing of any material to a Unit, under the direction of the Association, no liens shall be established nor shall such work give rise to the basis for filing a mechanic's lien against the Unit of an Owner except for such work performed for emergency repair. Nothing herein contained shall prevent a mechanic's lien from being filed against the Unit of an Owner who expressly consents in writing that the work be done.

ARTICLE XII
WORK AND MAINTENANCE BY UNIT OWNERS

Each Unit Owner shall keep the interior of its Unit and all plumbing, electrical and other such fixtures and other appurtenances in good order and repair and shall be responsible for damage or loss caused by its failure to do so. Each Unit Owner shall also be responsible for any damage caused to the Common Elements by its negligent use thereof. Each Unit Owner shall have the right, at its own cost and expense, to install and remove partitions, to paint, paper, panel, plaster, tile, finish and do other such work on the interior surfaces of the ceilings, floors, walls and divider walls of its Unit, to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors, walls, and divider walls, and to finish, alter, or substitute any plumbing, electrical or other such fixtures attached to said ceilings, floors, or walls; provided, however, that this provision shall not be construed as permitting interference with or damage to the structural integrity of the Building, interference with the operation and use of the electrical and plumbing systems within the Building, interference with the use and enjoyment of the Common Elements by other Unit Owners or of the divider wall used by an adjoining Unit Owner, or construction or removal of a divider wall except in accordance with Article III above.

ARTICLE XIII
ADDITIONS AND ALTERATIONS TO THE COMMON ELEMENTS

Cost of Additions and Alterations. Except as otherwise provided in this Article XII, unless authorized by the Association and approved by not less than seventy-five percent (75%) of the Owners of the Condominium (as such percentage of Unit Owners is determined in accordance with Article XIV of this Declaration) and by those Institutional Lenders whose mortgages encumbering units represent at the time not less than seventy percent (70%) of the total unpaid principal indebtedness on said Units, no additions or alterations to the Common Elements shall be made if the cost thereof is in excess of ten percent (10%) of the annual budget for the Common Expenses of the Condominium without Board approval. No addition or alteration shall be made if it shall

adversely affect any Unit Owner, unless such Owner's prior consent shall have been obtained. The cost of additions or alterations to the Common Elements may be assessed as Common Expenses, except that the cost of any such additions or alterations which are substantially or exclusively for the benefit of the Unit Owner (s) requesting same shall be assessed against and collected solely from such Unit Owner(s), and the assessment shall be levied in such proportions as may be determined to be fair and equitable by the Board.

ARTICLE XIV
REGISTRATION OF OWNERS AND MORTGAGES

In the event of the sale or other transfer of a Unit by a Unit Owner, the transferee shall be responsible for notifying the Association in writing for inclusion in the Association's registry of Unit Owners of the transferee's interest in such Unit, together with such recording information as shall be pertinent to identify the instrument by which such transferee acquired its interest. Further, each Unit Owner shall notify the Association, promptly following consummation of the transaction, of the name of all parties holding a mortgage lien upon its Unit and the amount of such lien, and, promptly following the recording of the lien instrument, the recording information pertinent to identify same. The holder of any mortgage lien upon a Unit may notify the Association of the existence thereof and upon receipt of such notice, the Association shall register in its records all pertinent information regarding same.

ARTICLE XV
DETERMINING PROPORTION OF UNIT OWNERS: MEETINGS OF UNIT OWNERS: VOTING

A. Proportion of Unit Owners. Whenever a proportion of Unit Owners is referred to in this Declaration or in the Articles of Incorporation or Bylaws of the Association, it shall mean the Unit Owners of that proportion of the undivided interest in the Common Elements of the Condominium as such ownership interests are set forth on Exhibit "D" annexed to this Declaration. Thus, whenever the term "majority of the Unit Owners" is used herein or in the Articles of Incorporation or Bylaws of the Association, it shall mean the Unit Owners of a majority of the undivided interests in the Common Elements of the Condominium.

B. Meetings of Unit Owners. Meetings of Unit Owners for the purpose of amending this Declaration or for other proper purposes requiring the vote of the Unit Owners of the Condominium shall be called and held in accordance with the Bylaws of the Association.

C. Voting by Owners: Proxies. Each Unit Owner shall be a member of the Association. As used in this Declaration, the phrase “Unit Owner” shall be synonymous with the word “member”. There is hereby allocated one (1) vote to each of the condominium parcels, to be exercised by the owner of the Unit. Whenever any Unit is not owned by one natural person, such as by a corporation, trust, partnership or any other form of legal entity, the owners or entity shall file a “Voting Certificate” with the Secretary of the Association designating the person who shall have the authority to vote or casts ballots on behalf of the Unit. The Voting Certificate shall be effective for that Unit until it is revoked or changed by a subsequent Voting Certificate. However, in the absence of a Voting Certificate, any one of the joint owners may cast the vote and it

shall be presumed valid unless another of the joint owners shall notify the Association in writing before the start of counting the ballots that there is a dispute between the joint owners over who has the right to cast the vote, in which case none of the votes from that Unit will be counted unless the disputing owners are present at the meeting, in person or by proxy, and resolve the dispute between them before the counting of ballots begins.

ARTICLE XVI
RIGHTS OR INSTITUTIONAL LENDERS HOLDING FIRST MORTGAGES

A. For so long as any Institutional Lender shall hold a first mortgage upon any Unit, or shall be the Owner of any Unit, such Institutional Lender shall, subject to the conditions precedent in Paragraph XVI, have the following rights:

1. To be furnished, promptly after its preparation, with a copy of the annual financial statement or similar report of the Association prepared by certified public accountants designated by the Association.

2. To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering a proposed amendment to this Declaration, or to the Articles of Incorporation or the Bylaws of the Association which notice shall state the nature of the amendment being proposed.

3. To be given notice by the Association of the default in the payment of Common Expenses by an Owner of a Unit encumbered by that Institutional Lender's mortgage.

B. The provisions of Paragraph XVI.A shall be applicable only after the Institutional Lender shall serve written notice upon the Association identifying the Unit which it owns or upon which it holds a mortgage, identifying such mortgage, and designating the place to which notices are to be given to the Association.

ARTICLE XVII INSURANCE

A. Insurance Obtained by Association.

The City of Opa-locka on behalf of the Association shall obtain and maintain, to the extent available, insurance on the Building and all other insurable improvements upon the Land of the Condominium and all of the machinery, equipment and other personal property for common use. Coverage for the Condominium shall include the following:

1. Casualty or physical damage insurance in an amount equal to full insurable replacement value of the Building, excluding excavation and foundation costs, as determined annually by the Board with the assistance of the insurance company affording such coverage. All policies of casualty or physical damage insurance shall provide that such policies may not be canceled or substantially modified without at least ten(10) days prior written notice to all of the insured, including all first mortgagees of Units, and that certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and their first

mortgagees at least ten (10) days prior to the expiration of the then current policies. Coverage thereunder shall, if available and if deemed appropriate by the Association, afford protection against the following:

a. Loss or damage by fire and other hazards covered by the standard extended coverage endorsement together with coverage for the payment of Common Expenses with respect to damaged Units during the period of reconstruction.

b. Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including but not limited to vandalism, malicious mischief, windstorm, water damage, boiler and machinery explosion or damage, and such other insurance as the Board may determine. The policies providing such coverage shall provide that, notwithstanding any provisions thereof which will give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the approval of the Association nor if in conflict with the terms of this Declaration, and shall not be terminated for nonpayment of premiums without at least ten (10) days prior notice, and, for any other reason, without at least thirty (30) days prior notice, to all of the insured, including each first mortgagee of Units indicated on such policies.

2. Public liability insurance in such amounts and in such forms as shall be required by the Association with coverage to include water damage, legal liability, hired automobile, non-owned automobile and off- premises employee coverages.

3. Workmen's compensation insurance to meet the legal statutory requirements.

4. Fidelity insurance covering those employees of the Association and those agents and employees hired by the Association who handle Association funds, in an amount determined by the Board.

B. Master Policies. The City of Opa-locka, on behalf of the Association, shall obtain insurance for all Units owned by the city of Opa-locka with loss thereunder paid to the City of Opa-locka. For any units not owned the City of Opa-locka, the Association may obtain master policies of insurance which shall provide that the loss thereunder may be paid to an insurance trustee under this Declaration. Certificates of Insurance shall be issued which indicate on their face that they are a part of such master policies of insurance covering all Units of the Condominium and the Common Elements. A Certificate of Insurance with proper mortgagee endorsements may be issued to each Owner and the original thereof shall be delivered to the first mortgagee or to the Unit Owner if there is no such mortgage. The Certificate shall provide that improvements to Units which may be made by a Unit Owner shall not affect the valuation for the purpose of the insurance of the Building and other improvements upon the Land. Such master insurance policies and certificates shall contain provisions to the effect that (1) the insurer waives its right to subrogation as to any claim against the Board, its agents and employees, Unit Owners, their respective employees, agents and guests, and of any defense based on invalidity arising from the acts of the insured, and (2) the insurer shall not be entitled to contribution from casualty insurance which may be purchased by Unit

Owners as permitted thereunder. The original master policy of insurance shall be deposited with the insurance trustee and a memorandum thereof shall be deposited with any first mortgagee who may require same. The insurance trustee shall acknowledge that the insurance policies and any proceeds thereof will be held in accordance with the terms hereof. The Association, at least thirty (30) days prior to the expiration date of any such policies, shall pay, for the benefit of the Unit Owners and each first mortgagee, the premiums for the insurance required hereunder to be carried, and will notify each first mortgagee of such payment within ten (10) days after the making thereof.

C. Insurance Proceeds. All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association shall be paid to the insurance trustee. All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the City of Opa-locka on behalf of the Association shall be paid to the City of Opa-locka. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold same in trust for the purposes provided in this Declaration, and for the benefit of the Unit Owners and their respective mortgagees. Where a mortgagee endorsement appears on the Certificate of Insurance, distributions of proceeds made by the insurance trustee shall be to the Unit Owner and its mortgagee jointly. Each Unit Owner shall be deemed to have delegated to the insurance trustee its right to adjust with the insurance companies for all losses under policies purchased by the Association.

D. Insurance Obtained by Owners. Each Owner may obtain additional insurance at its own expense affording coverage upon its Unit, leasehold improvements, additions and alterations, personal property and for its liability, but all such insurance shall provide that it shall be without contribution from the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association due to purchase by the Owner of additional insurance as referred to hereunder, the Unit Owner shall assign the proceeds of such insurance to the extent of the amount of such reduction, to the Board to be distributed as herein above provided.

ARTICLE XVIII
RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

Funds for Reconstruction or Repair. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Association desires. Except as otherwise provided herein, damage to or destruction of the Building shall be promptly repaired and reconstructed by the Association substantially in accordance with the original plans and specifications, using proceeds of insurance on the Building for that purpose as provided herein, and any deficiency shall constitute Common Expenses. The action of the Association in proceeding to repair or reconstruct damaged property shall not constitute a waiver of any rights against a Unit Owner or another for committing willful or malicious damage. The proceeds of insurance collected on account of casualty, and the sums received by the Association from collection of assessments against Unit Owners an

account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair as determined by the Board.

ARTICLE XIX EMINENT DOMAIN

A. Notification to Mortgagees. The Association, upon obtaining knowledge of the institution or threat of institution of any proceeding or other action with respect to the taking in condemnation of any portion of Units or Common Elements, shall notify first mortgagees listed in the Association's records as holding liens on any Unit, Such mortgagee may, at its option, participate in negotiations in connection there with or may, if permitted by the court having jurisdiction, participate in any such proceeding or action.

B. Award and Restoration. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Association. In the event the repair and restoration of the Common Elements shall, in the opinion of the Board, be essential to the operation of the Condominium, or in the event a majority of the Unit Owners duly and promptly approve such repair and restoration, the Board shall arrange for same, and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments; in the event that a majority of the Unit Owners do not approve the repair and restoration of the Common Elements, the Board shall disburse the net proceeds of such award in the same manner as insurance proceeds where there is no repair or restoration of damage.

C. Partial Taking of Unit. Where part of a Unit has been taken by eminent domain and a majority of the Unit Owners duly approve the repair and restoration of the Unit and, if affected, Common Elements, the Board shall adjust such loss with the affected Unit Owner, including but not limited to the payment of compensation of the Owner's undivided interest in the Common Elements. Any such settlement shall not be effective unless approved by the first mortgagee of the affected Unit, a majority of the Unit Owners, and the Developer if it shall then be an Owner. In no event shall the Board be required to make any payments in excess of that portion of the overall condemnation award that is reasonably attributable to such Owner's loss. In no event shall the Board be required to make any payments prior to receipt of sufficient funds for such purpose from the condemning authority. However, nothing contained herein shall prohibit the Board from making in advance a partial payment to such Owner when the Board, in its discretion, deems such advance or partial payment to be reasonable and proper. Nor shall anything contained herein be deemed to relieve such Owner of the obligation to contribute to the repair or restoration of the Building and Common Elements, although the Board may, in a proper case, reduce the amount of such obligation or eliminate same.

D. Trade Fixtures. Where all or part of the Condominium is taken by eminent domain, each Owner shall have the exclusive right to claim all of the award made for trade fixtures installed by such Owner, and any relocation, moving expense, or other allowance of a similar nature designated to facilitate its relocation.

E. Trustee. The Board shall act as trustee of all funds received by it as a result of eminent domain or condemnation proceedings.

ARTICLE XX
TERMINATION OF DECLARATION ON AND CONDOMINIUM

A. Voluntary Termination. This Declaration and the condominium regime established herein may be voluntarily terminated at any time: (1) in the manner provided for under the Condominium Act of the State of Florida; provided, however, that the written consent of the Developer shall be required if it is the Owner of any Unit; or (2) if the proposed voluntary termination is submitted to a meeting of the Unit Owners, pursuant to proper notice, and is approved in writing within sixty (60) days of said meeting by a majority of the Unit Owners, and by all Institutional Lenders holding first mortgages upon Units.

B. Condemnation. This Declaration and the condominium regime established herein shall be terminated by the taking of all or materially all of the Condominium Property by eminent domain.

C. Destruction of the Building. Notwithstanding anything in this Declaration to the contrary, in the event of fire or other casualty or disaster which shall totally demolish the Building, or which shall destroy so much thereof as to require, as determined by the Board, more than two-thirds (2/3) of the Building and related improvements to be reconstructed, then this Declaration and the condominium regime established herein shall terminate, unless the majority of Unit Owners agree that the Building shall be reconstructed. Notwithstanding any of the foregoing, the condominium regime established herein shall nevertheless terminate if there exists any regulation or order of any governmental authority having jurisdiction of the Condominium property which prevents reconstruction of the condominium. Nothing herein contained shall be construed as releasing or in any manner changing any obligation which under any insurance policy then existing may be owned to the Association, for itself or for the benefit of Unit Owners.

D. Effects of Termination. If, in the foregoing events, this Declaration and the condominium regime established herein shall be terminated, then a Certificate of Resolution of the Board to that effect, and notice of the cancellation and termination hereof, shall be executed by the President and Secretary of the Association in recordable form and recorded in the Public Records of Miami-Dade County, Florida. Upon termination, all of the Unit Owners shall be and become tenants in common as to ownership the of real property of the former Condominium and in any then remaining improvements thereon. The undivided interest in such real property and remaining improvements held by each Owner shall be the same as was his undivided interest in Common Elements, and the lien of any mortgage or other encumbrance upon his Units shall attach to such undivided interest which the Owner shall hold as tenant in common with all other Owners. In the event of termination due to casualty, the Owners of all Units still fit for business occupancy shall, within sixty (60) days from the date of recording of the Certificate, deliver possession of the respective Units to the Association, upon which such Unit Owners and their respective mortgagees as their interest may appear, together with all Owners of Units unfit for business occupancy, shall become entitled to participate proportionately in the distribution of the proceeds in the possession of the Insurance Trustee. Such distribution of any insurance indemnity which may be due under any policy of casualty insurance, as well as the assets of the Association, shall

be made by the insurance trustee to the Unit Owners and the mortgagees as their respective interest may appear, in accordance with the Unit Owners' then undivided interests in the real property and remaining improvements.

ARTICLE XXI
EXECUTION OF DOCUMENTS

The Developer's plan for the development of the Condominium may require from time to time the execution of certain documents for the County of Miami- Dade, or another governmental body or agency having jurisdiction of the Condominium property. To the extent that said documents require the joinder of any or all Unit Owners of the Condominium, each Unit Owner does hereby irrevocably nominate and appoint (which nomination and appointment shall be coupled with an interest) the Association or the Developer, or any of their officers individually, as its agent and attorney-in-fact to execute said documents in its name, place, and stead.

ARTICLE XXII
ADDITIONAL PROVISIONS

A. Developer's Use of Common Elements. The Developer shall have the right to use Units or portions of the Common Elements in leasing or renting Units in the Building, including the right to use portions of the Common Elements for parking for prospective tenants and such other parties as Developer may determine; to displace, erect, store, keep and exhibit signs, billboards and placards; and to distribute audio and visual promotional material upon the Common Elements of the Condominium Property.

B. Governing Law. In the event a dispute or litigation arises between parties whose rights and/or duties are affected or determined by this Declaration or any of the Exhibits attached hereto, the laws of the State of Florida shall determine the outcome thereof.

C. Notices. Unless otherwise provided herein, notices hereunder to Unit Owners are required to be delivered either personally or by mail, addressed to such Unit Owners at their place of business in the Condominium; and to the Developer or the Association by mail at 780 Fisherman Street, Opa-locka, Florida, 33054, with a copy to the City Attorney at 401 Avenue of the Arts, Ft. Lauderdale, Florida 33311. All mailed notices shall be deemed and considered sent when mailed. Any party may change its mailing address by written notice to the Association, which notice shall become effective when duly receipted for by the Association.

D. Invalidity. In the event any term, provision or covenant of this Declaration or any of the Exhibits annexed hereto shall be held partially or wholly invalid or unenforceable, no other term, provision or covenant hereof shall be affected, altered, modified or impaired thereby.

E. Gender. Whenever the context so permits, the use of the plural shall include the singular and the singular shall include the plural and any gender shall be deemed to include all genders.

F. Captions. Captions used herein are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect of meaning of the text.

G. Exhibits. Provisions set forth in any exhibit are hereby incorporated herein by this reference to the extent required to be contained in this Declaration.

IN WITNESS WHEREOF, Developer has caused these presents to be executed in its name this _____ day of _____ 2022.

Signed, sealed and delivered in the presence of

Opa-Locka Municipal Complex Condominium,
A Florida not-for-profit corporation

_____
By: Darvin Williams, as Interim City Manager

_____
Signature of 1st Witness

_____
Printed Name of 1st Witness

_____
Signature of 2nd Witness

_____
Printed Name of 2nd Witness

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____ 2022, by _____, the duly authorized Manager of Opa-Locka Municipal Complex Condominium, a Florida not-for-profit corporation, who is personally known to me or has produced _____as identification.

NOTARY PUBLIC STATE OF FLORIDA

My Commission Expires:

_____

INSERT EXHIBIT A
LEGAL DESCRIPTION

INSERT EXHIBIT B
SURVEY

INSERT EXHIBIT C
DELINEATED UNITS

EXHIBIT F

BYLAWS OF
OPA-LOCKA MUNICIPAL COMPLEX CONDOMINIUM ASSOCIATION, INC.

A Corporation Not for Profit Under the Laws of the State of Florida

1. Identify. These are the Bylaws of OPA-LOCKA MUNICIPAL COMPLEX CONDOMINIUM, INC. (the "Association") a corporation not for profit under the laws of the State of Florida, organized for the purpose of administering that certain condominium located in Miami-Dade County, Florida, and known as OPA LOCKA WAREHOUSE CONDOMINIUM.

1.1 Principal Office. The principal office of the Associations hall be 780 Fisherman Street, Opa-locka Florida 33054, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

1.2 Fiscal Year. The fiscal year of the Association shall be a fiscal year beginning on October first and ending on September thirtieth of each year.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. Definitions. For convenience, these Bylaws shall be referenced to as the "Bylaws" and the Articles of Incorporation of the Association as the"Articles". The other terms used in these Bylaws shall have the same definitions and meaning as those set forth in the Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

3. Members. Members of the Board shall be the sitting members of the Opa-Locka City Commission. The terms of office shall coincide with the terms of office for the City Commission terms.

3.1 Annual Meeting. The annual Unit Owners meeting shall be held on the date, at the place, and at the time, as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every fiscal year and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the Owners.

3.2 Special Meetings. Special Unit Owners' meetings shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request of those Unit Owners constituting a majority of the ownership interest in the Common Elements. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3.3 Notice of Meeting. Unless a Unit Owner waives in writing the right to receive notice of the annual meeting or special meeting by mail, a notice of the annual meeting or special meeting stating the time, place and purpose thereof shall be sent by the President or Secretary by mail to the address of the Unit Owner as it appears on the roster of Unit Owners, and unless not required by the Condominium Act, the post office.

3.4 Quorum. A quorum at Unit Owners' meetings shall consist of persons entitled to cast (either personally or by proxy) a majority of the ownership interest in the Common Elements.

3.5 Voting.

(a) Number of Votes. Unit Owners shall be entitled to cast votes as determined in accordance with the Declaration.

(b) Required Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall 'be present shall be binding upon all Unit Owners for all purposes except where otherwise preserved by law, the Declaration, the Articles of Incorporation or these Bylaws.

(c) Designation Voting Owner. If a Unit is owned by one person, his right to vote shall be established by the roster of Unit Owners. If a Unit is owned by more than one person, or it is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. If a Unit is owned by a general or limited partnership, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the partners of the general partners or by the general partner of the limited partnership and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any Owner of a share in the Unit. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy. A proxy must be filed in writing, signed by the voting member generating the proxy and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

3.6 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the adjourned meeting is given in the manner required for notice of meetings.

3.7 Order of Business. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

(a) Call to order by President;

(b) Election of chairman of the meeting;

(c) Calling the roll and certifying of proxies;

(d) Proof of notice of the meeting or waiver of notice;

(e) Reading and disposal of any unapproved minutes;

(f) Reports of officers;

(g) Reports of committees;

(h) Appointment of inspectors of election;

(i) Determination of number of Directors;

(j) Election of Directors;

(k) Unfinished business;

(1) New Business;

(m) Adjournment.

3.8 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners of their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

4. Directors.

4.1 Membership. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) Directors, the exact number to be determined from time to time upon vote of a majority of the Unit Owners. The Opa-locka Commission shall appoint individuals to serve as directors. Directors shall be residents of the City of Opa-locka.

4.2 Election of Directors. Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual meeting.

(b) The City Commission for the City of Opa-locka shall appoint the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The commission shall nominate one person for each commissioner then serving.

(c) The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies provided by removal of Directors by Unit Owners, vacancies in the Board of Directors occurring between annual meetings of Owners shall be filled by the remaining Directors.

(e) Any director may be removed by the City Commission by two-thirds vote of the City Commission for the City of Opa-locka. The vacancy in the Board of

Directors so created shall be filled by the vote of the City Commission at the same meeting.

(f) Provided, however that until a majority of the Directors are elected by the Unit Owners other than the Developer of the Condominium, neither the first Directors of the Association nor any Directors replacing them nor any Directors named by the Developer shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed by the Developer.

4.3 Term. The term of each Director's service shall extend until the next annual meeting of the Board and subsequently until his successor is duly elected and· qualified or until he is removed and replaced by the City Commission in the manner provided.

4.4 Organizational Meeting. The organizational meeting of a newly- elected Board of Directors may be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they are elected, and no further notice of the organizational meeting shall be necessary.

4.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously at the Condominium Property forty-eight (48) hours in advance for the attention of the members of the Association except in the event of an emergency.

4.6 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting may be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously at the Condominium property forty-eight (48) hours in advance for the attention of the members of the Association except in the event of an emergency.

4.7 Waiver of Notice. Any director may waive notice of as meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.8 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of

Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles of these Bylaws.

4.9 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of that Director for the purpose of determining a quorum.

4.11 Presiding Officer. The presiding officer of the Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.12 Order of Business. The order of business at Directors' meetings shall be:

(a) Calling of roll;

(b) Proof of due notice of meeting;

(c) Reading and disposal of any unapproved minutes;

(d) Reports of officer and committees;

(e) Election of officers;

(f) Unfinished business;

(g) New business;

(h) Adjournment.

4.13 Minutes of Meeting. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.14 Executive Committee. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the intervals between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the common expenses required for the affairs of the Condominium, (b) to determine the assessments payable by the Unit Owners to meet the common expenses of the Condominium, (c)to adopt or amend the rules and regulations covering the details of the operation and use of the Condominium Property or (d) to exercise any of the powers set forth in subdivision (g) and (p) of Section 5 below.

5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts except such acts which by law, the Declaration or these Bylaws may not be delegated to the Board of Directors by the Unit Owners.

Such powers and duties of the Board of Directors shall include, without limitation (except as limited to elsewhere herein) the following:

(a) Operation, care, upkeep and maintenance of the Common Elements.

(b) Determination of the expenses required for the operation of the Condominium and the Association.

(c) Collection of the assessments for Common Expenses from Unit Owners required to pay same.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements.

(e) Adoption and amendment of the Rules and Regulations covering the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 12 hereof.

(f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchasing, leasing or otherwise acquiring Units in the name of the Association, or its designee.

(h) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.

(i) Selling, leasing, mortgaging, or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association, or its designee.

(j) Organizing corporations to act as designees of the Association in acquiring title to or leasing Units by the Association.

(k) Obtaining and reviewing insurance for the Condominium Property.

(1) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to the restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(m) Enforcing obligations of the Unit Owners, allocating profits and expenses and doing anything and everything else necessary and proper for the sound management of the Condominium.

(n) Levying fines against the Unit Owners for violations of the rules and regulations established by it to govern the conduct of the Unit Owners.

(o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the Common Elements; provided however, that (i) the consent of the majority of the Unit Owners, obtained at a meeting duly called and held for such purposes in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of $20,000.00 (ii) no lien to secure repayment of any sum borrowed may be created on any Unit without the consent of the Owner of such Unit. If any sum borrowed by the Board of Directors on behalf of the Association· pursuant. to authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner, who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit.

(p) Contract for the management of the Condominium and to designate to such contractor such powers and duties of the Board of Directors as the Board may deem appropriate in the circumstances, except those which may be required by the Declaration and these Bylaws to have approval of the Board of Directors or other Unit Owners; to contract for the management or operation of portions of the Condominium Property susceptible to separate management or operation thereof; and to grant concessions for the purpose of providing services to the Unit Owners.

(q) To exercise all powers specifically set forth in the Declaration, the Articles of the Association, the Bylaws, and in the Florida Condominium Act, and all powers incidental thereto.

6. Officers.

6.1 Executive Officers. The Executive Officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected mutually by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of the President of an Association, including but not limited to the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate.

6.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the serving of all notices

to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of the Association and as may be required by the Directors or the President.

6.5 Assistant Secretary. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

6.6 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's Report to the Board of Directors at reasonable intervals and shall perform all duties incident to the Office of Treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors. The City of Opa-locka's Finance Director shall serve as the Treasurer of the Board.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association nor preclude the contracting with a Director or Officer for the management of the condominium or for any other service to be supplied by such Director or Officer.

8. Resignations. Any Director or Officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective.

9. Fiscal Management. The provision for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions.

9.1 Budget.

(a) Adoption by the Board. The Board of Directors shall from time to time, at least annually, prepare a budget for the Condominium, (which shall include all applicable categories set forth in Florida Statutes §718.504(20)), determine the amount of assessments payable by the Unit Owners to meet the expenses of the Condominium and allocate and assess such expense among the Unit Owners in accordance with the provision of the Declaration. The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

(i) Notice of Meeting. A copy of the proposed budget of common expenses shall be mailed or provided to each Owner not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be

considered together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners.

(ii) Special Meeting of Unit Owners. If a budget is adopted by the Board of Directors which requires assessment against the Unit Owners in any year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, as hereinafter defined, upon written application of twenty-five percent {25%) of the Unit Owners, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors or any member thereof. Each Unit Owner shall be given at least ten (10) days-notice of said meeting. At the special meeting Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of not less than two-thirds (2/3) of the Unit Owners; provided, however, that during the period that the Developer is entitled to elect a majority of the Board of Directors, any revision by the Unit Owners of the budget shall require a vote of Unit Owners not less than eighty percent (80%) of all the Units.

(iii) Approval by Membership. The Board of Directors may submit a proposed budget to the City of Opa-locka's Commission for approval as part of the City's annual budgeting process. Should the proposed budget be approved by a majority of the City Commission, it shall be approved and adopted by the Board at the next available meeting.

(b) Determination of Budget Amount. In determining whether a budget requires assessment against Unit Owners· in any year exceeding one hundred fifteen percent (115%) of assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation assessments for betterment to the Condominium Property.

9.2 Assessments. The City of Opa-locka may pay expenses incurred in the operation and maintenance of the building and the common areas. However, Assessments against the Unit Owners for their share of the items of the budget may be made for the fiscal year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal installments, payable in advance on the first day of each month. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and twelve (12) equal installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the calendar year left as of the date of such amended assessment, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month.

9.3 Assessments for Charges. Charges by the Association against Unit Owners for other than Common Expenses may be payable in advance. These charges may be collected by assessment in the same· manner as Common Expenses, and when circumstances permit, those charges shall be added to the assessment for Common

Expenses. Charges for other than the Common Expenses may be made only after approval of a Unit Owner or when expressly provided for in the Declaration or the Exhibits annexed thereto as the same may be amended from time to time, which charges may include without limitation, charges for the use of the Condominium Property, maintenance services furnished at the expense of a Unit Owner and other services furnished for the benefit of a Unit Owner.

9.4 Assessments for Emergencies. Assessments for Common Expenses of emergencies that cannot be paid from the annual assessments for Common Expenses shall be due only after thirty (30) days-notice is given to the Unit Owners concerned and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.

9.5 Depository. The depository of the Association shall be such bank or banks in the county, as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be only by checks signed by such persons as are authorized by the Directors. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

9.6 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the Unit Owner, and then the unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

9.7 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished to each member of the Association not less than thirty (30) days after its receipt by the Board.

9.8 Accounting Records and Reports. The Association shall maintain accounting records in the county, according to good accounting practices. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to(a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account, and the balance due.

9.9 Application of Payment. All assessment payments by a Unit Owner shall be applied as provided herein and in the Declaration.

10. Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

11. Amendments. Except as elsewhere provided otherwise, these Bylaws may be amended in the following manner.

12. 1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3} of the Unit Owners. Directors and member not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be either

(a) by not less than two-thirds(2/3) of the Unit Owners and by not less than a majority of the Board of Directors; or

(b) by not less than three-fourths (3/4) of the Unit Owners.

12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or Mortgagees or Units without the consent of said Developer and Mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration.

12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a Deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county.

13. Rules and Regulations. Annexed hereto and made a part hereof are rules and regulations concerning the use of portions of the Condominium. The Board of Directors may from time to time modify, amend or add to such rules and regulations, except that a majority of the Unit Owners present and voting at a meeting at which a quorum is present may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each Unit Owner not less than thirty (30) days prior to the effective date

thereof.

14. Construction. Whenever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of gender shall be deemed to include all genders.

15. Captions. T h e captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

The foregoing was adopted as the Bylaws of OPA-LOCKA MUNICIPAL COMPLEX CONDOMINIUM, INC., a corporation not for profit under the laws of the State of Florida, on the_____ day of_____, 2022.

Secretary

Approved:
President

EXHIBIT E

ARTICLES OF INCORPORATION FOR OPA-LOCKA MUNICIPAL COMPLEX CONDOMINIUM, INC.

The undersigned Subscribers by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and hereby adopt the following Articles of Incorporation:

ARTICLE 1
NAME

The name of the corporation shall be Opa-Locka Municipal Complex Condominium, Inc. and the principal place of business shall be 780 Fisherman Street, Opa-Locka, Florida 33054. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

ARTICLE 2
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") for the operation of that certain Condominium located in Miami-Dade County, Florida, known as Opa-Locka Municipal Complex Condominium, (the "Condominium").

ARTICLE 3
DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4
POWERS

The powers of the Association shall include and be governed by the following:

4.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles or of the Act:

4.2 Enumeration. The Association shall have all the powers and duties set forth in the Act except as limited by these Articles and the Declaration, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, and as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Condominium.

(c) To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property and other property acquired or leased by the Association for use by Unit Owners.

(d) To purchase insurance upon the Condominium property and the recreation area, and insurance for the protection of the Association, its officers, directors, and members as Unit Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health comfort, safety and welfare of the Unit Owners.

(f) To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of Units as may be provided by the Declaration.

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Condominium Property.

(h) To contract for the management of the Condominium and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific approval of the Board of Directors or the membership of the Association.

(i) To employ personnel to perform the services required for proper operation of the Condominium.

4.3 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

4.4 Distribution of Income. The Association shall make no distribution of income to its members, directors or officers.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

ARTICLE 5
MEMBERS

5.1 Membership. The members of the Association shall consist of all of the record owners of Units in the Condominium, and after termination of the Condominium shall consist of those who are members at the time of the termination and their successors and assigns.

5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 Voting. Voting rights on all matters as to which the membership shall be entitled to vote are as provided in the Declaration and Bylaws.

5.4 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 6
TERMS OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7
SUBSCRIBERS

The names and addresses of the subscribers to these Articles are as follows:

ARTICLE 8 OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President
Darvin Williams, Interim City Manager
780 Fisherman Street
Opa-locka, Florida 33054

Secretary
Sha'mecca Lawson, Assistant City Manager
780 Fisherman Street
Opa-locka, Florida 33054

Treasurer
Niema Walker, Finance Director
780 Fisherman Street
Opa-locka, Florida 33054

ARTICLE 9
DIRECTORS

9.1 Number and Qualification: The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined by the Bylaws, but which shall consist of not less than three (3) directors.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when that is specifically required.

9.3 Election: Removal. Directors appointed by the City of Opa-locka City Commission shall serve until removed by the City Commission. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9.4 Term of Developer's Directors. The Developers of the Condominium shall appoint the members of the first Board of Directors who shall hold office for the periods described in the Bylaws.

9.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified are as follows:

President
Darvin Williams, Interim City Manager
780 Fisherman Street
Opa-locka, Florida 33054

Secretary
Sha'mecca Lawson, Assistant City Manager
780 Fisherman Street
Opa-locka, Florida 33054

Treasurer
Niema Walker, Finance Director
780 Fisherman Street
Opa-locka, Florida 33054

ARTICLE 10
INDEMNIFICATION

10.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect

to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matters to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in the manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.3 Approval. Any indemnification under Section 10.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so direct, by independent legal counsel in a written opinion, or by a majority of the members.

10.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of· such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

10.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members or otherwise, both as to action in his official capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

10.6 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE 11
BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the directors and members in the manner provided by the Bylaws.

ARTICLE 12
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the Unit Owners. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval_ in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either:

(a) by not less than two-thirds (2/3) of the Unit Owners and by not less than a majority of the Board of Directors; or

(b) by not less than three-fourths (3/4) of the Unit Owners.

12.3 Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in Section 4.3, 4.4 and 4.5 or Article 4, entitled "Powers", without approval in writing by all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the Amendment.

12.4 Recording. A copy of each amendment shall be filed with the Department of State pursuant to the provisions of the applicable Florida Statues, and a copy certified by the Department of State shall be recorded in the public records of Miami-Dade County, Florida.

ARTICLE 13

INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 780 Fisherman Street, Opa-locks, Florida 33054, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Darvin Williams.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE'; NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

First - That Opa Locka Municipal Complex Condominium, Inc., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at City of Opa-locka, County of Miami-Dade, State of Florida, has named Darvin Williams of Opa-locka, Florida, as its statutory registered agent.

Having been named the statutory agent of the above corporation at the place designated in this Certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Sponsored by: Interim City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE SOURCEWELL COOPERATIVE PROGRAM AGREEMENT WITH CNH INDUSTRIAL AMERICA LLC. (CASE CONSTRUCTION BRAND) TO LEASE-TO-OWN A CASE 580SN BACKHOE LOADER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City"), currently has two backhoes which have been in the City's inventory for two and three decades respectively and which have greatly exceeded their useful economic lives.

WHEREAS, consequently, the City has sought and received a quote for One Hundred Forty-Four Thousand Nine Hundred Ninety Dollars ($144,990.00) to lease-to-own a Case 580SN Backhoe Loader through the Sourcewell Price List Discounts Contract 032119, which fully meets Public Works' requirements.

WHEREAS, the quote is based on the Sourcewell Cooperative Program, which is a purchasing cooperative created by the Minnesota legislature which serves as the basis for piggybacking contracts for hundreds of agencies across the nation; and

WHEREAS, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) the City may purchase and acquire under contracts with the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs when the City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, Sourcewell previously awarded a contract to CNH Industrial America LLC, attached as Exhibit "A", pursuant to its Request for Proposals (RFP) No. 032019 for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies for a four-year period commencing May 13, 2019 through May 13, 2023. The contract may be extended for a fifth year at Sourcewell's discretion; and

WHEREAS, the City received a proposal from CNH Industrial America LLC (Case Construction Brand), attached hereto as Exhibit "B", for a four-year lease-to-own plan with annual payments of Forty-One Thousand Nine Hundred Dollars ($41,900.00), not to

exceed One Hundred Forty-Four Thousand Nine Hundred Ninety Dollars ($144,990.00) total, to lease a Case 580SN Backhoe Loader. The Backhoe warranty currently expires on January 1, 2023; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the Sourcewell Cooperative Program Agreement with CNH Industrial America LLC. (Case Construction Brand), attached hereto as Exhibit "A", in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit "C, to lease a Case 580SN Backhoe Loader through the Sourcewell Price List Discounts Contract 032119, in an amount not to exceed a total of One Hundred Forty-Four Thousand Nine Hundred Ninety Dollars ($144,990.00) with Forty-One Thousand Nine Hundred Dollars ($41,900.00) annual payments for the four-year capital lease plan.

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

Section 1. RECITALS ADOPTED.
The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION
The City Commission of the City of Opa-Locka, Florida hereby authorizes the Interim City Manager to piggyback the Sourcewell Cooperative Program Agreement with CNH Industrial America LLC., attached hereto as Exhibit "A", in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit "C, to lease-to-own a Case 580SN Backhoe Loader through the Sourcewell Price List Discounts Contract 032119, in an amount not to exceed a total of One Hundred Forty-Four Thousand Nine Hundred Ninety Dollars ($144,990.00) with Forty-One Thousand Nine Hundred Dollars ($41,900.00) annual payments for the four-year capital lease plan.

SECTION 3. SCRIVENER'S ERRORS.
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney, without the need for public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.
This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

City of Opa-locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**	RA FOR			
City Manager:	Darvin Williams			**CM Signature:**				
Commission Meeting Date:	*12/14/2022*		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
	X		**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
						X		X
Funding Source: *Account#* **:**	*(Enter Fund & Dept.)* Ex: See Financial Impact Section		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
							X	
Contract/P.O. Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
	X							
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:**		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
		X	**Enhance Organizational** ☐					
			Bus. & Economic Dev ☐					
			Public Safety ☐					
			Quality of Education ☐					
			Qual. of Life & City Image ☐					
			Communication ☐					
Sponsor Name	City Manager		**Department:**		City Manager			

Short Title:

Backhoe Loader Procurement

Staff Summary:

The City currently has two backhoes which have been in the City's inventory for two and three decades respectively and which have greatly exceeded their useful economic lives. Consequently, the City has sought and received a quote for $144,990 to purchase a Case 580SN Backhoe Loader which fully meets Public Works' requirements. This quote is based on the Sourcewell Cooperative Program, which is a purchasing cooperative created by the Minnesota legislature which serves as the basis for piggybacking contracts for hundreds of agencies across the nation. As such, this procurement meets the requirements to be a piggyback procurement.

The vendor also provides warranty protection plans (four years for $4,631 or five years for $8,703).

Financial Impact: The City is interested in a capital lease program which results in the City assuming ownership of the equipment at the end of the lease period. Originally a four-year option with a 5.50% annual interest rate and a five-year lease option with a 5.85% annual interest rate were indicated as available. However, very recently staff was advised that the rate had increased to 7%. This results in annual payments of approximately $46,000, including approximately $23,500 of interest over a four-year lease. Staff has also been advised that after six months, the City can pay off this lease with no pre-payment penalty. It is staff's intention to reassess the availability of General Fund Balance in six months to assess the priority of its use for this purpose versus other capital opportunities and, if appropriate, return with a recommendation to pay off this lease to terminate the high interest expense.

The supporting documentation is at the prior lower interest rates with updated documentation not immediately available.

The adopted FY 23 budget included $30,000 for this acquisition. This budget assumed lower interest rates and monthly payments rather than annual payments with the first monthly payment occurring in the second quarter of FY 23. This budget adjustment will be included in the first budget amendment for FY 23.

Proposed Action:

Staff recommends the City Commission approve procurement of the Case 580SN Backhoe Loader and a five-year warranty protection plan, to be procured with a four-year lease plan with annual payments not to exceed $46,000.

Attachment:

1. Agenda
2. Lease Terms
3. CASE Quote
4. CASE Protection Plan Quote

ORGANIZATION : City of Opa-Locka
ADDRESS : 780 Fisherman Street
Opa-Locka, FL 33054

CASE | POWER & EQUIPMENT FLORIDA

ATTN: Mr. Airia Austin Date: Rev.2. 10/28/2022

WE ARE PLEASED TO PRESENT YOU WITH THE FOLLOWING CASE CONSTRUCTION EQUIPMENT PROPOSAL, THANK YOU FOR THE OPPORTUNITY TO QUOTE A **NEW CASE 580SN BACKHOE LOADER** FOR FOR YOUR CONSIDERATION; THROUGHT **SOURCEWELL PRICE LIST DISCOUNTS--Contract 032119 Valid until 05/13/2023 PRICING REVISED: 5/1/2022.**

MODEL/S:	CASE MSRP	USA Sourcewell Discount	Sourcewell NET Price	Unit Qty	Total Amount per Model
CASE 580SN 4WD T4 FINAL.	$158,117.00	37%	$99,613.71	1	$ 99,613.71
4WD Powershift H-Type Trans.	$40,609.00	37%	$25,583.67	1	$ 25,583.67
12x16.5, 10PR lug tread	$0.00	0%	$0.00		
19.5LX24, 10PR STD	$0.00	0%	$0.00		
1-WAY OR 2-WAY AUX & EHOE PKG	$10,013.00	37%	$6,308.19	1	$ 6,308.19
Heavy Front CWT, Extndhoe	$0.00	0%	$0.00		
Pilot Controls w/Power Lift	$3,611.00	37%	$2,274.93	1	$ 2,274.93
Universal Mech Quick Coupler	$1,852.00	37%	$1,166.76	1	$ 1,166.76
24" Universal Bucket	$2,625.00	37%	$1,653.75	1	$ 1,653.75
Flip Over/Stabilizer Pads Comb	$890.00	37%	$560.70	1	$ 560.70
RIDE CONTROL & COMFORT STEER	$1,924.00	37%	$1,212.12	1	$ 1,212.12
93" HD Long Lip w/cutting Edge	$4,388.00	37%	$2,764.44	1	$ 2,764.44
Cab, LH Door w/Heater/AC	$9,899.00	37%	$6,236.37	1	$ 6,236.37
Premium Air Susp Heated	$925.00	37%	$582.75	1	$ 582.75
LED Light Package	$941.00	37%	$592.83	1	$ 592.83
Cold Start Dual Battery	$0.00	0%	$0.00		
Non-Contract:					
Beacon Light			$350.00	1	$ 350.00

WARRANTY:
1-Year/Unlimited-Hour Full-Coverage Base Limited Warranty
2-Year/2,000-Hour Extended Engine Warranty
CASE SiteWatch™ Telematics – includes hardware and a 3-yr Advanced data subscription.

PLEASE SEE THE ATTACHED SPECIFICATION SHEET FOR MORE INFORMATION ON THE PRODUCT.

Price & Discounts are subjet to change due to the Manufacturer; Quote valid until Nov. 28, 2022

PRE-DELIVERY / PREP. :	$1,325.00
UNITS FREIGHT & DELIVERY:	$3,495.00
ONE-TIME LOYALTY CUSTOMER DISCOUNT:	**($8,730.22)**
TOTAL CONTRACT SALE PRICE: $	**144,990.00**

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS.

MICHAEL CABRERA
GOVERNMENTALSPECIALIST
12601 W. OKEECHOBEE RD.
HIALEAH GARDENS, FL 33018
(786) 774-3284 CELL
(305) 821-2273 OFFICE
Michael.Cabrera@CASEpowered.com

Sourcewell Awarded Contract

OPTIONS OF EXTENDED PPP WARRATIES PROTECTION PLAN 0 DEDUCTIBLE

5 YRS / 5,000HRS	$	8,703.00
4 YRS / 4,000HRS	$	4,631.00

NOTE: THESE PRICES HAVE NOT BEEN ADDED TO THE AMOUNT OF THE LISTED UNIT; CUSTOMER HAS THE FREE CHOICE TO CHOOSE THE GUARANTEE THAT BEST SUITS THEIR NEEDS.



CASE PROTECTION PLAN QUOTE

Quote #: 6406214
2023 CASE LOADER BACKHOE 580SN

Quote Date October 25, 2022

MFR Base Warranty Start Date: 1/1/2023
Current Machine Hours: 1
Equipment Retail Value: $148,990
Plan Type: New
Equipment Usage: Road Work/Paving
Salesperson: Michael Cabrera
Customer Name: City of Opa-Locka
Quote Category: Government Retail

Note: The Protection Period shown includes the Manufacturer's base warranty period. Amounts shown below are in $USD.

Protection Period/Plan Option	Cost	Deductible
60 / 5000 (Premier)	$8,703.00	$0.00

This plan is eligible for mileage reimbursement. Mileage will be reimbursed at $1.50 per mile up to a maximum of 150 miles per occurrence and will have a $300 aggregate contract limit. Mileage reimbursement is subject to deductible requirements.

Quotes are valid for the following periods(whichever occurs first):

- **30 days**
- **Expiration of the Manufacturer's Base Warranty Period**
- **Expiration of any existing PPP Contract**

This literature is descriptive only. The precise protection afforded is subject to the terms, conditions and exclusions of the contract as issued. Program participation Is subject To customer credit qualification And/Or other underwriting requirements. Programs may be changed Or cancelled without notice. Capitalized terms used In this literature, unless defined herein, have the meanings assigned to them in the contract as issued.

All quotes are valid for 30 calendar days

PHYSICAL DAMAGE INSURANCE AND PURCHASED PROTECTION PLAN

AUTHORIZATION FORM (U.S. ONLY)

Customer Name: _____ Equipment Selling Price: _____

Make: _____ Model: _____ S/N: _____

PHYSICAL DAMAGE INSURANCE (PDI)

Provides coverage to repair or replace insured equipment in the event of direct physical loss or damage.

☐ ***Yes, I'm interested in purchasing Physical Damage Insurance underwritten by Wesco Insurance Company.***

# of months: _____ Deductible: $ _____ Total Premium: $ _____

☐ ***No, I'm not interested in purchasing Physical Damage Insurance coverage.***

Customer Signature:_____ **Date:** _____

PURCHASED PROTECTION PLAN (PPP)

Helps protect eligible equipment beyond the Manufacturer's Base Warranty Period, and is recommended but is not required.

New Equipment Plans are available for Protection Periods of up to 60 total months or 7,500 total machine hours, including the Manufacturer's Base Warranty Period.

Used Equipment Plans are available for Protection Periods of up to 36 months or 6,000 machine hours for equipment that is beyond the Manufacturer's Base Warranty Period.

☐ ***Yes, I'm interested in purchasing the Purchased Protection Plan*** _____ ***option.***
(P/T, P/T+, P/T+H, Premier, Structural)

New Equipment Plan:

_____ Total Months or_____Total Machine hours, whichever occurs first. PPP Cost: $ _____

Note: The total months and total machine hours selected include the Manufacturer's Base Warranty Period.

Used Equipment Plan:

_____ Months or _____Machine hours, whichever occurs first. PPP Cost: $ _____

Note: The number of months and machine hours selected commence on the PPP Plan Effective Date.

☐ ***No, I'm not interested in purchasing protection beyond the Manufacturer's Base Warranty Period.***

Customer Signature:_____ **Date:** _____

Dealer Name: _____ Dealer#/App#: _____ Salesperson: _____

This literature is descriptive only. The precise protection afforded is subject to the terms, conditions and exclusions of the contract as issued. Program participation is subject to underwriting requirements. Programs may be changed or cancelled without notice. All insurance products provided by CNH Industrial Insurance Agency Inc. are underwritten by licensed insurance companies. CNH Industrial Insurance Agency Inc. is a subsidiary of AmTrust North America, Inc. Capitalized terms used in this literature, unless defined herein, have the meanings assigned to them in the contract as issued.

Form #50006 07/2016

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CNH INDUSTRIAL INSURANCE

PURCHASED PROTECTION PLAN
MASTER PARTS SCHEDULE

This Plan excludes protection for any component that is not listed on the "Master Parts Schedule", including any resulting or consequential damage to a "covered component" that is caused by or results from the failure of a component not listed on the Master Parts Schedule, for the Plan Option selected. In the event of an eligible failure, the deductible selected for any New Equipment Purchased Protection Plan will be applied to each eligible failure. Please see the Terms and Conditions document, as issued, for complete Plan details. Note: Dealer installed options are not eligible for reimbursement.

CONSTRUCTION EQUIPMENT

New Equipment Plans

PREMIER PLAN OPTION COVERED COMPONENTS

ENGINE

- Air Intake Hose
- Accessory Gears
- Camshaft
- Camshaft Bearings
- Camshaft Drive Gear
- Connecting Rods & Bearings
- Crankshaft Bearings & Gear
- Crankshaft Including Front and Rear Crankshaft Seals
- Cylinder Heads/Head Gaskets
- Cylinder Liners
- Engine Block
- Engine Oil Cooler
- Engine Mounts and Supports
- Engine Speed Controls, Linkages, and Cables
- Fan and Fan Drive
- Filter Mount
- Flywheel, Ring Gear
- Front & Rear Engine Covers and Seals
- Front Damper
- Fuel Lines
- Fuel Tank
- Muffler (excludes exhaust piping)
- Oil Filler Tube
- Oil Lines & Hoses
- Oil Pan & Gaskets
- Oil Pump
- Pistons & Rings
- Pulleys
- Pressure/Temperature Sensors & Sending Units
- Radiator (excludes coolant reservoir/recovery tank)
- Rocker Arm Assembly
- Thermostats& Housing
- Timing Gears
- Valve Cover and Gasket
- Water Piping (excludes hoses)
- Water Pumps

. . and all internally lubricated parts within the above systems

Components Covered after Emission Warranty…

- Catalytic Converter
- Charge Air Cooler
- Cold Start Enrichment Systems
- Diesel Particulate Filter
- Diesel Exhaust Fluid Tank and Dispensing System
- Electronic Engine Control Module
- EGR System Manifold
- Injection Pump
- Intake and Exhaust Manifold and Gaskets
- Selective Catalytic Reduction System
- Turbocharger and Gasket
- Sensors, Solenoids & Wiring Harnesses used in these systems
- Fuel Transfer Pump & Gasket
- Fuel Pressure Relief Valves

COMPACTION/PAVING EQUIPMENT

- Eccentric Mechanism & Bearings
- Drum Seals
- Propulsion System Hydraulic Components
- Pump Drive
- Reduction Unit
- Splitter Box
- Torque Hubs
- Vibration System Hydraulic Components

TRANSMISSION/AXLES/HYDROSTATICS

- Axle Housing
- Axle Shaft
- Blade Swing Gearbox (Motor Grader)
- Clutch Discs (Wet Only)
- Clutch Plates (Wet Only)
- Control Rods
- Counter Shaft Clutch
- Differential Housing
- Differential Pinion Gear/Ring Gear
- Drive Axle Hub
- Drive Shaft with Universal Joints
- Drive Shaft Support Bearing
- Electronic Transmission Controller and Valve
- Enclosed Oil Immersed Chains and Sprockets
- External Oil Lines
- Filler Tubes (Transmission)
- Final Drive Pinion
- Final Drive Planetary Gears
- Front Wheel Drive Sensors
- Hydraulic Drive/Travel Motor
- Hydraulic Drive Pump
- Hydraulic Transmission-Control Valve
- Hydrostatic /Hydraulic Pump Drives
- Hydrostatic Motor
- Hydrostatic Transmission Charge Pump
- Hydrostatic Transmission Pump
- Internal Lubricated Clutch Housings
- Internal Transmission Control Linkage
- Internal Wet Service Brakes
- MFWD Axle/Differential Assembly including Driveshaft and U Joint
- Planetary Gear Carrier
- Pneumatic Valves
- Rotary Hydraulic Manifold
- Splitter Drive/Drop Box
- Swing Motor and Swing Gear Box
- Turntable Bearing
- Torque Converter
- Torque Converter Pump
- Transfer Drive
- Transmission Case
- Transmission Gears, Bearings & Shafts
- Transmission Pump
- Travel Control Valve
- Travel & Swing Sections (only) of Main Control Valve
- Wet Steering Clutches
- Undercarriage Roller and Idler Seals and Bearings
- Undercarriage Tensioners

UNDERCARRIAGE EXCLUSIONS: …Sprocket, Tracks, Pads, Bolts, Chains, Or Any Failure Due to Wear, Or Breakage Caused by Wear

HYDRAULICS

- Accumulator and Related Relief Valve
- Brake Accumulator
- Brake Pressure Sensor
- Brake Pump, Brake Valve
- Differential Lock Valve
- Fan Pumps and Motors
- Hydraulic Cylinders
- Hydraulic Hoses and Piping
- Hydraulic Motors
- Hydraulic Oil Coolers
- Hydraulic Pumps
- Hydraulic Reservoir
- Hydraulic Valves
- Pilot Control
- Pressure Reducing Valves
- Unloading Valves

FACTORY INSTALLED HEAT AND AIR CONDITIONING

- Accumulator
- Clutch
- Compressor
- Condenser
- Dryer
- Evaporator
- Expansion Valve
- Heater Core
- Hoses and Lines (excludes fittings)
- Pulley
- Seals & Gaskets
- Temperature Control Programmers and Valves

ELECTRICAL

- Alternator
- Ballast
- Gauges
- Horn
- Indicators
- Instruments
- Electronic Joysticks
- Electric Motors
- Relays
- Sensors
- Solenoid Valves
- Starter and Starter Solenoid
- Switches
- Traction Control System
- Voltage Converters/Inverters
- Voltage Regulator
- Wiring Harnesses

WIRING HARNESS EXCLUSIONS: …Rubbing, Chafing, Loose or Corroded Connections

STRUCTURAL

- Backhoe Main Boom
- Standard Backhoe Dipper Stick
- Inner Dipper of the Extendable Arm
- Excavator Dipper Stick
- Excavator Booms
- Wheel Loader/Skid Steer Loader Arms (excludes links and attachment plate)

PREMIER EXCLUSIONS

Filters, Belts, Lubricants, Antifreeze, Burnt And/Or Pitted Valves, Breathers, Batteries, Loose/Broken bolts, Gas Struts, Electrical Components Not Listed Above, External Hydraulic Seals, Dry Clutches, External O-Rings and Bonded Washers, Hydraulic Quick Couplers, Hose Chafing, Brake Cylinders (Master & Slave), and Adjustments

STAND-ALONE LEAKS MUST BE PRE-APPROVED BY THE PROGRAM ADMINISTRATOR AND WILL REQUIRE PRE-PHOTOS

Internal oil seals/gaskets leaking which cause either the need for regular topping up of lubricant between regular service intervals, or a sudden escape of lubricant, may be covered. Internal oil seals/gaskets are oil seals/gaskets which are internal to the machine and do not have a face to the outside air.

External oil seals/gaskets that has oil escaping from an eligible reservoir, sump, housing or gearbox, where the correct level cannot be maintained to ensure proper operation, has developed a drip/run that reaches the ground, will damage surrounding components, or puddle in/on the machine, may be covered so long as the leak is an internal seal/gasket failure and cannot be attributed to wear or contamination. External oil seals/gaskets have an external face and are susceptible to wear and contamination damage. External oil seals/gaskets leaking but not requiring regular topping up of lubricant between regular service intervals, and which are found at service inspection, and have not been previously reported as a fault by the client, are not covered.

2019_Nov1_NEW_CE_EQUIPMENT_PREMIER_mps_en

This literature is descriptive only. The precise protection afforded is subject to the terms, conditions and exclusions of the contract as issued.

Customer Signature: _____ Date: _____

Dealer Signature: _____ Date: _____

CNH INDUSTRIAL CAPITAL

Quote

Date : Oct 27, 2022
Prepared By : Collin Gonzales
Dealer / Quote #: 061275/398215

"Buyer(s)":(Legal Name(s) and Address)	"Seller": (Dealer's Legal Name and Address)
CITY OF OPA-LOCKA FL	INNOVATIVE EQUIPMENT SERVICES 2 LLC 12601 W. OKEECHOBEE ROAD HIALEAH GARDENS, FL 33018 Phone: (305) 821 2273

EQUIPMENT AND TRADE-IN DETAILS

N/U	"EQUIPMENT" (Make and Type)	MODEL	SERIAL NUMBER/PIN	HOURS
N	Case Tractor Loader Backhoe	580SN		0

MAKE	"TRADE-IN EQUIPMENT" TYPE	MODEL	SERIAL NUMBER/PIN	HOURS	GROSS ALLOWANCE (In Dollars)	SECURED DEBT DUE (In Dollars)	NET TRADE-IN ALLOWANCE (In Dollars)

CONTRACT / LEASE QUOTE DETAILS	Option 1	Option 2	Option 3	Option 4
Quote Type	Lease-Mu	Lease-Mu		
Solve For	Payment	Payment		
Sales Program				
Term in Months	48	60		
APR% / Chart#	5.50	5.85		
Frequency	Annual	Annual		
Payment Structure	Eql Even	Eql Even		
Skip Months				
Split Rates	N	N		
Effective Date	10/27/2022	10/27/2022		
Interest/Lease Start Date	10/27/2022	10/27/2022		
First Payment Date	10/27/2023	10/27/2023		
Sale / Lease Price	$144,990.00	$144,990.00		
Cash Down Payment	$0.00	$0.00		
Net Trade-In	$0.00	$0.00		
Manufacturer Rebate	$0.00	$0.00		
Sales Tax	$0.00	$0.00		
PDI Insurance	$0.00	$0.00		
CLI Insurance	$0.00	$0.00		
Disability Insurance				
PPP	$4,631.00	$8,703.00		
Admin Fee	$200.00	$200.00		
Other Charges	$524.57	$538.83		
Official/Filing Fee	$57.00	$57.00		
Amount Financed / Lease Price	$150,402.57	$154,488.83		
Purchase Option	$1.00	$1.00		
# Advance Payments	1	1		
Irregular Advance	$0.00	$0.00		
Annual Hourly Usage	1	1		
Excess Usage Rate/Hr	$1.00	$1.00		
Security Deposit	N/A	N/A		
Estimated Payment *	$40,671.84	$34,506.75		
Total Cost To Own	$162,688.36	$172,534.69		

* Plus applicable taxes.

Sponsored by: Interim City Manager

RESOLUTION NO. 22-XXXXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF CONVENIENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH AT 14585 NW 22 AVENUE AND IDENTIFIED BY FOLIO 08-2122-005-0690 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, Mauricio Falla, on behalf of property owner, Maclam Investment, LLC, has submitted an application for site plan approval for a Project located at 14585 NW 22nd Avenue, Opa-Locka, Florida and identified by folio 08-2122-005-0690 in the B-2 Zoning District; and

WHEREAS, the Applicant intends to re-develop the site into a new convenience store, with two retail spaces and a service station with a hand car-wash at this location in the City of Opa-Locka ("City"); and

WHEREAS, the Project will consist of the demolition of the current building and the new construction and operation of a convenience store, retail spaces and a service station with a hand car-wash; and

WHEREAS, the redevelopment of this site is intended to provide two new retail spaces and a new convenience store and a service station with a hand car-wash at this location; and

WHEREAS, the development will also include 9 car parking spaces, 19 new assorted trees, 359 shrub plants and landscaped open space; and

WHEREAS, the Planning & Zoning Board reviewed this request on September 13, 2022, for final site plan approval and recommended approval by a 4-0 vote; and

WHEREAS, after the applicant, Mauricio Falla presented this request to the Planning & Zoning Board and obtained a traffic study that conveyed the site plan must be modified and this site plan reflects applicable changes; and

WHEREAS, the request for site plan approval meets the review criteria set forth in the Land Development Regulations, Section 22-55 H.

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to approve the final site plan of Applicant within the City, as provided herein and attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. Recitals.
The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. Approval/Denial.
Approval/Denial of Site Plan. The City Commission of the City of Opa-Locka has reviewed the recommendation of the Planning & Zoning Board and hereby approves / denies the Site Plan request for the demolition of the current building and the new construction and operation of a convenience store, two retail spaces and a service station with a hand car-wash located at 14585 NW 22nd Avenue, Opa-Locka, Florida and identified by folio 08-2122-005-0690 in the B-2 Zoning District. A copy of the Site Plan is attached hereto and incorporated herein as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter**.**

PASSED AND ADOPTED this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Williams	(Yes)_____	(No) _____
Commissioner Kelley	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Vice Mayor Ervin	(Yes)_____	(No) _____
Mayor Taylor	(Yes)_____	(No) _____

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**	DocuSigned by: Darvin Williams C46C07C1E8DE492...			
City Manager:	Darvin Williams			**CM Signature**				
Commission Meeting Date:	December 14, 2022		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
					X			
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
					X			X
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
					X			
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X							
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF CONVENIENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH AT 14585 NW 22 AVENUE AND IDENTIFIED BY FOLIO 08-2122-005-0690 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The applicant, Mauricio Falla has submitted an application for site plan approval to demolish the current building at 14585 NW 22nd Avenue, Opa-locka, Florida and identified by folio 08-2122-005-0690 in the B-2 Zoning District and within the Corridor Mixed Use Overlay. The applicant intends to develop this site into a new convenience store and service station with two separate retail spaces with a hand car-wash. The development will also include nine parking spaces and 19 assorted trees and 359 shrub plants and landscaped open space.

Background

DocuSign Envelope ID: 6FBF0E7B-1B4C-497C-A75B-13BF91AAA552

This property is located in the southeast section of the City at the intersection of Service Road and NW 22nd Avenue. The property owner, Maclam Investment, LLC, according to Maimi-Dade County Property Appraiser's website obtained this vacant, unused (and no licensed business occupies this space) 20,886 square foot parcel and has submitted a formal request for site plan review approval and development agreement approval to construct a service station/fueling facility and convenience store and include two retail spaces and a hand car-wash. According to the applicant's site plan the redevelopment of this site will provide a 3,579 square foot building with 1,975 square feet allocated for the Convenience Store and two 802 square foot sections for new retail spaces. This use, Auto Service Station is permitted in the B-2 zoning district. The outside had car wash is permitted as an accessory use for any Auto Service Station. The City of Opa-locka 's Comprehensive Plan, Future Land Use map provides that the property has a future land use designation of "Commercial" and the zoning map provides that the property is zoned Commercial Liberal (B-2) and is within the "Corridor Mixed Use Overlay".

This proposed operation is adjacent to Single-Family homes on the eastside of this parcel. According to the site plan a 6-foot concrete wall will be built on the eastside of this property to buffer the use from the single-family residential properties. For additional buffering there is a 12-foot dedicated alley between the service station/convenience store and the single-family residential properties.

The subject property is generally surrounded by residential properties to the east and commercial and residential properties to the west and south of this site and State Road #9 to the north of this site. The proposed use of Auto Service with two retail spaces and a hand car wash will provide an opportunity for retail services as well as auto services to this community, which are in harmony with the general characteristics of the surrounding neighborhood for commercial and residential uses.

Financial Impact

Approval of this site plan and development agreement will not provide any negative financial impact.

Proposed Action:

Staff recommended approval of this Resolution

Attachment:

DRAFT Resolution
P&Z Application Package
P&Z Board Meeting Minutes 9-13-22



FIALLOS MEP DESIGN INC

The efficient design to save environments.

LETTER OF INTENT

October 7, 2020

City of Opa Locka Building Department
780 Fisherman St, Opa-Locka, FL 330154

Reference: New Gas Station, Retail Building and Carwash
14585 NW 22 Ave, Miami FL 33054.
Folio: 08-2122-005-0690

To City of Opa Locka, Planning and Community Development.

I, Mauricio Falla, owner of "Joes Unlimited, Inc" and mailing address of: 11904 SW 59 St, Cooper City, FL 33330 intent to renovate the above property, the proposed renovation consist in a new fueling system, new building with a convenience store and two retail spaces and a hand car-wash. We will also include new landscape design, drainage system and parking lot area as per City requirements and governing codes. For this purpose I have hired an A/E Company for development of the construction documents and permitting procedures.

If I can be of any further assistance in this matter, please feel free to contact me at (305) 877-1845. Thank You.

Sincerely,

Jorge Fiallo, PE
Professional Engineer
FL PE No. 65527

JORGE FIALLO LICENSE NO. 65527 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Jorge Fiallo
Date: 2021.10.08 12:34:18 -04'00'

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-02-2020

Employer Identification Number:
85-3726617

Form: SS-4

Number of this notice: CP 575 B

MACLAM INVESTMENT LLC
MAURICIO FALLA MBR
10773 NW 58TH ST APT 140
DORAL, FL 33178

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-3726617. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 03/15/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

(IRS USE ONLY) 575B 11-02-2020 MACL B 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is MACL. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 11-02-2020
EMPLOYER IDENTIFICATION NUMBER: 85-3726617
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

MACLAM INVESTMENT LLC
MAURICIO FALLA MBR
10773 NW 58TH ST APT 140
DORAL, FL 33178

Electronic Articles of Organization
For
Florida Limited Liability Company

L20000335744
FILED 8:00 AM
October 22, 2020
Sec. Of State
jafason

Article I

The name of the Limited Liability Company is:

MACLAM INVESTMENT LLC

Article II

The street address of the principal office of the Limited Liability Company is:

10773 NW 58TH STREET
140
DORAL, FL. UN 33178

The mailing address of the Limited Liability Company is:

10773 NW 58TH STREET
140
DORAL, FL. UN 33178

Article III

The name and Florida street address of the registered agent is:

BIZCPAS
1300 NW 84TH AVE
DORAL, FL. 33126

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: OBDULIA LEMUS

L20000335744
FILED 8:00 AM
October 22, 2020
Sec. Of State
jafason

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
MAURICIO FALLA
10773 NW 58TH STREET APT 140
DORAL, FL. 33178 UN

Title: MGR
CLARA I DUENAS
9995 NW 75 STREET
DORAL, FL. 33178 UN

Title: MGR
AMILKAR J CONTRERAS
10710 NW 66 STREET APT 512
MIAMI, FL. 33178 UN

Article V

The effective date for this Limited Liability Company shall be:

10/22/2020

Signature of member or an authorized representative

Electronic Signature: MAURICIO FALLA

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

The Opa-locka Planning & Zoning Meeting

P&Z Clerk's Summary Minutes

P&Z Meeting

Tuesday, September 13, 2022

7:00 P.M.

- **CALL TO ORDER:**

Chairman Elio Guerrero called the Planning & Zoning Meeting to order at 7:05 p.m. on Tuesday, September 13, 2022.

An opportunity was given to the public to email the Planning & Zoning Clerk prior to the Planning & Zoning Meeting with any questions/comments/concerns on items we will hear on this evening's P&Z agenda.

I ROLL CALL:

The Planning & Zoning Board of the City of Opa-locka, Miami-Dade County, met in a session on Tuesday, September 13, 2022, at 7:05 p.m. The following members of the Planning & Zoning Meeting were present: Chairman Elio Guerrero, Board Member Germane Barnes, Board Member Dorothy Johnson, and Board Member Claudienne Hibbert-Smith.

Absent Board Member: Board Member Dawn Mangham

Also, in Attendance were Planning & Zoning Director, Gregory Gay, Zoning Official Gerald Lee, Planning & Zoning Board Clerk, Kinshannta Hall, and Attorney Pam Booker.

II INVOCATION AND PLEDGE:

Prayer was led by Board Member Johnson and the Pledge of Allegiance was stated after the Prayer.

III APPROVAL OF MINUTES: Discussion of Minutes from May 10, 2022, Meeting

Chairman Elio Guerrero asked if a motion could be made to have the minutes approved from May 10, 2022, meeting.

Board Member Dorothy Johnson made a motion to approve the minutes. Board Member Claudienne Hibbert Smith second the motion. *Board Member Germane Barnes abstained from voting on the reading minutes due to his temporary absent/leave from the board.

There being no discussion, the motion passed by a 3-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Dorothy Johnson	Yes

IV. PUBLIC HEARING:

A) A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA RECOMMENDING APPROVAL OF THE SPECIAL EXCEPTION SITE PLAN REVIEW REQUEST FOR THE OPERATION OF A PLACE OF RELIGIOUS WORSHIP AT 2560 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-000-0130 IN THE B-2 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

On the record, Mr. Gay stated that the applicant decided to withdraw their application. The applicant was under a time constraint of getting certain things approved and will not be moving forward. The item was withdrawn from this Planning & Zoning Board meeting.

Board Member Johnson: I noticed that it has been withdrawn. This application was not in our May package. We were not here June or July. In addition to that I really have reservation when I see a registered agent application dated September 10, 1996. Staff get it together if I recall it is an annual renewal, so before any applications are presented before the board it needs to be current. I want this on the record.

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B.) A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA RECOMMENDING APPROVAL OF THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF CONVENINENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH AT 14585 NW 22 AVENUE AND IDENTIFIED BY FOLIO 08-2122-005-0690 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

My name is Mauricio Falla and I'm the project manager for this project. This application was previously approved with one item pending the traffic impact study. Based on the result of the study we modified the proposed the site plan.

Staff Presentation (For Item B & Item C on the agenda)

Mr. Lee: The subject property is currently owned by Maclam Investment, LLC C/O Mauricio Falla according to Miami-Dade County Property Appraiser's website. The property site is currently vacant pending the review and approval of this site plan review request which would allow the demolition and construction of the convenience store, service station, two retail spaces and a hand car wash in this B-2 zoning district. The applicant proposes to construct a 3,579 sq ft building with 1,975 sq ft allocated for the Convenience Store and two 802 sq ft section for new retail spaces and provide 9 vehicle parking spaces. Provide 22 new trees, 359 shrub plants, and appropriate landscaped open space. Use is permitted after special exception review in this zoning district. Use will not adversely affect the general character of the neighborhood. Use will not generate or create unfavorable vehicular traffic or circulation problems. Staff recommend approval of this revised Site Plan with any conditions that may be imposed by the Planning & Zoning Board.

Chairman Guerrero: What was the change?

Mr. Lee: Orientation of property change.

Board Member Johnson: Did we reach out to the neighbors? I'm concerned of the entry and drainage that area holds a lot of water.

Mr. Lee: Regarding drainage it's a part of the application.

Mr. Gay: It will be reflected in the Development Agreement.

Board Member Dorothy Johnson made a motion to approve Item B on the agenda and Board Member Germane Barnes second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

C.) A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA RECOMMENDING APPROVAL OF THE DEVELOPMENT AGREEMENT REQUEST FOR THE CONSTRUCTION AND OPERATION OF CONVENINENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH AT 14585 NW 22 AVENUE AND IDENTIFIED BY FOLIO 08-2122-005-0690 IN THE B-2 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Staff recommend approval of the revised Development Agreement with any conditions that may be imposed by the Planning & Zoning Board.

Board Member Germane Barnes made a motion to approve Item C with modifications applied on the agenda and Board Member Johnson second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

D.) A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000-0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Public Comments:

Brian Dennis-2140 York Street

Let's get some equality in this City. We need to give the residents a voice before you go before this project. We need to have where residents are being hired by these companies moving in our city.

Board Member Barnes: I would like to thank the resident. We will do the best we can and make sure this happens.

Brian Dennis: Use your attorney an ordinance is already in place.

Board Member Johnson: I'm very familiar with ordinance 95-6 and it can be integrated. There is a lack of knowledge, research needs to be done. We must make sure the commission is informed. The ordinance has more weight. How can we do this in good faith. We need the resources.

Chairman Guerrero: We must enforce this and make it happen.

Alex Van Mechl: Two warehouses expertise paying attribute to our community. I would like for our community to look like "Opa-locka" not "Doral." I inspire everyone to look like Opa-locka.

**** Public Comments Closed***

Attorney Robert Holland spoke on behalf of the applicants and made a presentation as well.

Attorney Robert Holland: I plan to give you, my commitment. Retail is on the decline. This project is considered light industrial. Cities like Miramar and Doral are built on light industrial. A video presentation was presented. There will be entry level positions clean logistic jobs that will be created for residents. No other city can compete with Opa-locka. You would be creating a lane that eliminates the competition. There will be 1,000 jobs and 765 permanent jobs. I spoke with Mr. Beasley with Florida Memorial. There will be retail space and a show room. I

want to know if there is a PR firm in place. I want to follow up before the next City Commission.

Goldstein: There are six buildings and opportunity for more logistics. There is commercial uses movement and proposed commercial logistics.

Staff Presentation (For Item D & Item E on the agenda)

Mr. Lee: The subject properties are currently owned by GPT NW 42nd Avenue Owner II & III LLC c/o Gramercy Property Trust according to Miami-Dade County Property Appraiser website. The property site is currently the location of the Opa-locka Flea Market, assorted retail uses and truck parking operations; Assorted Special Events-The review and approval of this site plan review request would allow the demolition and construction of six new commercial mixed-use buildings for retail, warehouse, and distribution facilities to operate from the property at 12691 NW 42nd Avenue and 12705 NW 42nd Avenue in this B-3 zoning district. The Land Use for 12691 NW 42nd Avenue is Commercial and the Land Use for 12705 NW 42nd Avenue is Industrial. The Applicant proposes to construct six buildings that total 741,837 square feet to accommodate both retail and industrial warehouse & distribution uses and provide 74,182 square feet of office space. The site plan provides that it complies with the required landscaping and parking for this 43.76 +/- acre combined site. The uses proposed are permitted through property zoning and incorporation of uses permitted by the Corridor Mixed Use Overlay.
As a mixed-use development there must be clear indications of retail, sales and service uses and distinct indicators of where those uses will be located.
The MXUOD District permits Retail and Service Uses as well as Hotels, Movie Theaters, Health Spas, and Medical and Business Offices. The commercial mixed use also includes Recreational Facilities that include recreation buildings for indoor sports, i.e., indoor soccer, swimming pools, parks, (which could include a water park) open space and recreational area for tennis courts, basketball courts, etc. The site plan provides for the location of smaller businesses with office / showroom / retail spaces for commercial business uses.
For horizontal Mixed-Use with multiple buildings, each building may be a separate use, however there must be clear indicators as to the area designated for retail/commercial uses and those for industrial uses. The site plan provides for shallower depths on bldgs. Facing LJD/LJ

Staff recommends an Economic and Fiscal Impact Analysis, and a Market Feasibility Study are provided, and the Final Site Plan is modified accordingly and with the conditions listed in the staff report and conditions that may be imposed by the Planning & Zoning Board.

Chairman Guerrero: There is two lot covered under the overlay?

Mr. Lee: Yes

Board Member Johnson: It allows future growth?

Mr. Lee: Yes. Based on the requirement code they are complying. We are in support.

Board Member Dorothy Johnson made a motion to approve Item D on the agenda and Board Member Germane Barnes second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

E.) A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT REVIEW APPROVAL FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000-0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Staff recommend approval of the Development Agreement with any modifications of the site plan as a result of an Economic and Fiscal Impact Analysis and a Market Feasibility Study and any conditions that may be imposed by the Planning & Zoning Board.

Board Member Dorothy Johnson made a motion to approve Item E on the agenda and Board Member Claudienne Hibbert Smith second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

F.) **AN ORDINANCE OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, TO RECOMMEND THE ADOPTION OF A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, TO PERMIT TRACTOR TRAILER TRUCK AND / OR MAJOR VEHICLE (10,000 LBS OR GREATER) PARKING IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Public Comments:

Attorney Hope Calhoun: This ordinance is beneficial to the city. I'm in support of this Ordinance.

Public Comments Closed.

Board Member Johnson: In compliance very much needed take it to the next step.

****Staff Presentation (For Item F on the agenda)***

Mr. Lee: This use is permitted two industrial zoning districts which includes I-2 Industrial Planned District and I-3 Liberal Industrial District. The I-4 Liberal Industrial District for junkyard, salvage/scrap metal and storage. There is great need for this use in South Florida. This use is less intensive than the current permitted uses of the I-4 district. Staff recommend approval of the amendment to Ordinance 15-31, land development regulations with any conditions that may be imposed by the Planning & Zoning board.

Board Member Dorothy Johnson made a motion to approve Item F with modification applied on the agenda and Board Member Claudienne Hibbert Smith second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

STAFF UPDATE

VI ADJOURNMENT

The meeting was adjourned.

Submitted by

Kinshannta Hall
Planning & Zoning Clerk

ATTEST:

Elio Guerrero
Chairman

Received:
By:
Date:

" THE GREAT CITY "

Site Plan

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS
FY 2020-2021

TOTAL FEES: $ 1,200 **New Fees as of October 1, 2015** #1086

FY 2020-2021 Meeting Dates (1st Tuesday of Each Month)	**Date Application Found Sufficient**
October 5, 2021	August 20, 2021
November 2, 2021	September 17, 2021
December 7, 2021	October 15, 2021
January 4, 2022	November 19, 2021
February 1, 2022	December 17, 2021
March 1, 2022	January 14, 2022
April 5, 2022	February 18, 2022
May 3, 2022	March 18, 2022
June 7, 2022	April 15, 2022
July 5, 2022	May 20, 2022
August 2, 2022	June 17, 2022
September 6, 2022	July 22, 2022

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.

2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.

3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*

4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.

5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

City of Opa-locka
Planning & Community Development Department
780 Fishermen Street 4th floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1503
Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: Maclam Investment LLC

PROPERTY OWNER'S ADDRESS: 10773 NW 58th ST #140 DOral, FL 33178
Number/Street City State/Zip Code

APPLICANT'S NAME: Mauricio Falla

APPLICANT'S ADDRESS: 10773 NW 58th ST #140 Doral, FL 33178
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 786-797-6086 CELL HOME _____ OTHER _____

SUBJECT PROPERTY ADDRESS: 14585 NW 22 Ave
Number/Street

TAX FOLIO NUMBER: 08-2122-005-0690 PRESENT ZONING: _____

LEGAL DESCRIPTION: Magnolia Gardens Consolidated

PB 50-5 lots 41 thru 44 BLK 336 LESS BEG NW COR of 525 FT of lot 43 TH SELY AD 119.46 FT SELY AD 49.29 FT SWLY

Please check specific request:

___Tentative Plat
___Final Plat
___Comprehensive Plan Amendment: ___Small Scale; ___Large Scale *(please specify type of amendment below)*
___ Rezoning
___Drainage Plan
___Fill Permit Request
___Preliminary Site Plan Review
✓ Final Site Plan Review
___Conditional Use Permit – No Plans
___Conditional Use Permit – With Plans
___Special Exception – No Plans
___Special Exception – With Plans
___Development Agreement
___Restrictive Covenant
___Other – Please specify: _____

Add any additional information that may be of importance to this request:
Site Plan Modification

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
(Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

_____Completed application form

_____Application fee payable to the City of Opa-locka by check or money order

_____Copy of property owner's and/or applicant's driver license/photo I.D. & Incorporation Documents (Inc., LLC, …)

_____Affidavit (**see below**), and power of attorney of the property owner (**page 3**) (**Both must be Notarized**)

_____ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).

_____All preliminary and final site plans, along with property survey, signed and notarized application(s) must be submitted on flash drive in PDF format.

_____Fifteen (15) certified boundary and topographic surveys of the property (size 36 x 24 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)

_____Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (size 36 x 24 & at least 7 Sealed Copies

_____Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100" scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)

_____Narrative concept must be submitted with application

AFFIDAVIT

I, Mauricio Falla, being first duly sworn, depose and say that I am the **OWNER** of the property ,and I understand that this application must be complete and accurate before a public hearing can be advertised.

_____
Signature

May 18, 2022
Date

Sworn to and subscribed before me:

This 18th day of May, 2022

_____
Notary Public

My commission expires _____

NOTARY PUBLIC STATE OF FLORIDA
SONIA GONZALEZ
MY COMMISSION # HH 235323
EXPIRES: March 2, 2026

Attach copy of identification

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From: Mauricio Falla, Maclam Investment LLC

1) Jorge Fiallo
Fiallo's MEP Design Inc.
10010 SW 83rd ST
Miami, FL 33173
305-877-1845
jfiallo@fiallomepdesign.com

2) Sonia Gonzalez
The Permit Shop
4100 N. 58th Ave #109
Hollywood, FL 33021
305-796-0141
thepermitshop@gmail.com

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I Mauricio Falla, being first duly sworn, depose and say that I am the owner of the property legally described as:

Magnolia Gardens Consolidated

PB 50-5 lots 41 thru 44 BLK 336 LESS BEG NW COR of 525 FT of lot 43 TH SELY AD 119.46 FT SELY AD 49.29 FT SWLY

I do give to Jorge Fiallo / Sonia Gonzalez the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Jorge Fiallo / Sonia Gonzalez to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Signature

5/17/2022
Date

NOTARY PUBLIC STATE OF FLORIDA
GABRIELA PEREZ
Commission # HH 230207
Expires February 17, 2026

Sworn to and subscribed before me:

This 17th day of May, 2022

Notary Public

My commission expires: Feb 17 2026

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 14585 NW 22 Ave

LEGAL DESCRIPTION: Magnolia Gardens Consolidated PB 50-5 lots 41 thru 44 BLK 336 LESS BEG NW COR of 525 FT of lot 43 TH SELY AD 119.46 FT SELY AD 49.29 FT SWLY

I SUPPORT THIS DEVELOPMENT REQUEST _____

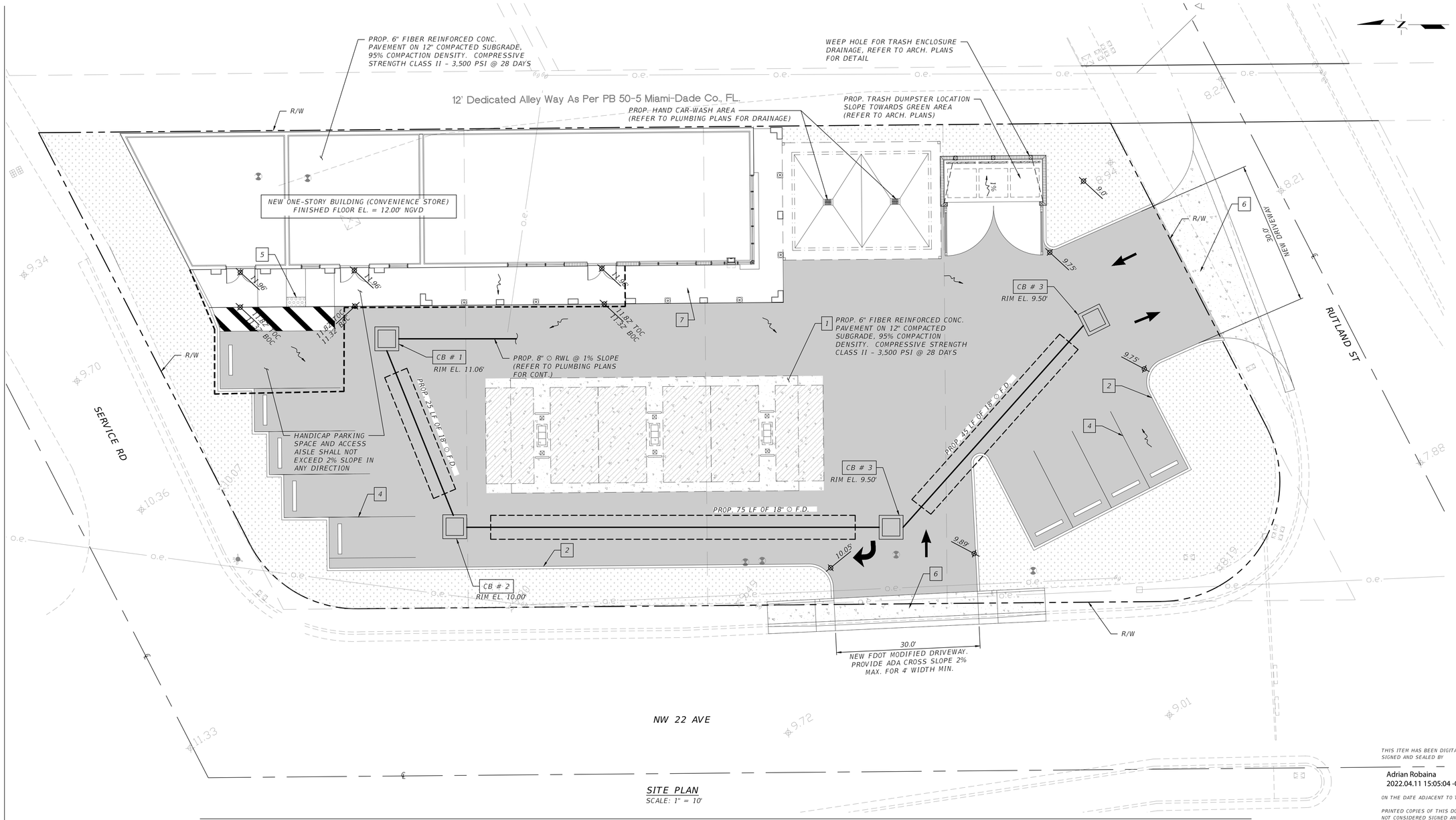
I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Mauricio Falla PHONE: 786-797-6086

ADDRESS (If different): 10773 NW 58th ST #140 Doral, FL 33178

Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31



SITE PLAN
SCALE: 1" = 10'

GENERAL NOTES:

1. EXCEPT AS PARTICULARLY NOTED ON THE PLANS, ALL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF MIAMI-DADE COUNTY PUBLIC WORKS MANUAL, MUTCD, FDOT STANDARD PLANS FOR ROAD CONSTRUCTION AND SPECIFICATIONS LATEST EDITION, FLORIDA BUILDING CODE 2020, 7TH EDITION AND ANY APPLICABLE GOVERNING AGENCY.
2. ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON THE NGVD OF 1929, AS SHOWN ON TOPOGRAPHIC SURVEY BY AFA & COMPANY, INC. DATED 09-01-2020.
3. ALL DIMENSIONS ON THESE PLANS ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD PRIOR TO STARTING WORK. ANY DISCREPANCIES SHALL BE REFERRED TO THE ENGINEER FOR DIRECTION AND/OR APPROVAL PRIOR TO STARTING WORK.
4. NEITHER THE ENGINEER, NOR THE OWNER, SHALL BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE CONTRACTOR'S WORK.
5. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR LEAVE EXCAVATED TRENCHES, OR PARTS OF, EXPOSED OR OPEN AT THE END OF THE WORKING DAY, WEEKENDS, HOLIDAYS, OR OTHER TIMES WHEN THE CONTRACTOR IS NOT WORKING.
6. ALL DEBRIS FROM DEMOLITION WORK AND EXCAVATED MATERIAL NOT SUITABLE FOR BACKFILL SHALL BE DISPOSED OFF-SITE BY THE CONTRACTOR IN A LEGAL MANNER. ALL DISTURBED AREAS SHALL BE COVERED WITH SOLID SOD IN ORDER TO PROTECT THEM FROM EROSION.
7. FOR AREAS OF WORK BEYOND SWALES, PROVIDE FILL TO ENSURE THAT THE FINISHED GRADE IS AT LEVEL OF LANDSCAPE AREAS AND/OR SIDEWALK. TAPER TO MATCH EXISTING GRADES.
8. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE "TRENCH SAFETY ACT" AND ALL REQUIREMENTS OF O.S.H.A.
9. CONTRACTOR TO VERIFY LOCATION, ELEVATION, MATERIAL AND CONDITION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION. AFTER OBTAINING LOCATIONS FROM SUNSHINE STATE ONE CALL OF FLORIDA, AND OTHER UTILITY COMPANIES, AND PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL UNCOVER ALL KNOWN UNDERGROUND UTILITIES IN THE PATH OF THE WORK, WHETHER OR NOT THE UTILITIES ARE SHOWN ON THE PLANS, AND TAKE VERTICAL AND HORIZONTAL MEASUREMENTS OF THE LOCATION OF THESE UTILITIES, AND IF ANY CONFLICTS ARE APPARENT REPORT THEM TO THE ENGINEER.
10. ALL CONSTRUCTION STAKEOUT SHALL BE PERFORMED UNDER THE SUPERVISION OF A FLORIDA REGISTERED SURVEYOR.
11. GENERAL CONTRACTOR SHALL UNCOVER ALL KNOWN UNDERGROUND UTILITIES IN THE PATH OF THE WORK, WHETHER OR NOT THE UTILITIES ARE SHOWN ON THE PLANS AND SHALL BE HELD RESPONSIBLE FOR ANY DAMAGES RESULTING FROM HIS WORK.
12. GENERAL CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND/OR DESIGNER IF ANY ADDITIONAL INFORMATION OR SPECIFICATION ARE NEEDED TO LAYOUT OR CONSTRUCT THE PROPOSED WORK.
13. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS THAT HAVE BEEN INCORPORATED INTO THESE PLANS AS A RESULT OF INFORMATION FURNISHED BY OTHERS.

LEGEND:

- CB # 1 — STRUCTURE ID (SEE STRUCTURE TABLE ON DETAILS SHEET)
- x 0.00' — EXIST. ELEVATION (EL.)
- 0.00' — PROP. ELEVATION (WORK WITH ARCHITECTURAL PLANS)
- FLOW ARROW (RUNOFF DIRECTION)
- PROP. ASPHALT PAVEMENT. SEE "TYPICAL PAVEMENT SECTION"
- PROP. CONCRETE PAVEMENT
- PROP. SOD / LANDSCAPING (SEE LANDSCAPING PLANS)

TYPICAL PAVEMENT SECTION:

1.5" TYPE S-III ASPHALTIC CONC. SURFACE ON
8" LIMEROCK BASE (MIN. LBR 100) COMPACTED TO 98% AS DETERMINED BY AASHTO T-180
12" COMPACTED SUBGRADE COMPACTED TO 95% AS DETERMINED BY AASHTO T-180

UTILITY STATEMENT:

1. THERE IS LIMITED AS-BUILT INFORMATION AVAILABLE WITHIN THE PRIVATE PROPERTY AREA. THE CONTRACTOR SHALL USE EXTREME CAUTION DURING EXCAVATION ACTIVITIES.
2. CONTRACTOR SHALL VERIFY EXISTING UTILITIES FOR THE PROPOSED WORK AREA. IF ANY UTILITIES ARE IN CONFLICT WITH THE DEMOLITION ACTIVITIES, THE ENGINEER OF RECORD SHALL BE NOTIFIED PRIOR TO CONTINUING WITH THE WORK. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

KEY NOTES:

1. PROP. CONC. PUMP ISLAND AND CANOPY (REFER TO ARCH. PLANS)
2. PROP. TYPE "D" CURB
3. NOT USED
4. PROP. PAVEMENT MARKINGS (SEE SIGNING AND PAVEMENT MARKINGS PLAN)
5. PROP. DETECTABLE WARNING REFER TO INDEX NO. 304
6. PROP. 6" THICK CONC. DRIVEWAY, W/ 8" LIMEROCK BASE AND 12" COMPACTED SUBGRADE
7. PROP. 4" THICK CONC. SIDEWALK

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CONNECT ENGINEERING, LLC
REGISTRY LIC. NO. 33371
2645 SW 37 AVE, SUITE 301
MIAMI, FL 33133
O: (305) 981-6142
C: (786) 250-9966
WWW.CONNECTENG.US
ADRIAN ROBAINA, P.E.

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Adrian Robaina
2022.04.11 15:05:04 -04'00'
ON THE DATE ADJACENT TO THE SEAL

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305.877.1845
Jfiallo@fiallomepdesign.com
CA# 28637

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14585 NW 22 Avenue
OPA-LOCKA, Florida 33054

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FLORIDA P.E. #82271
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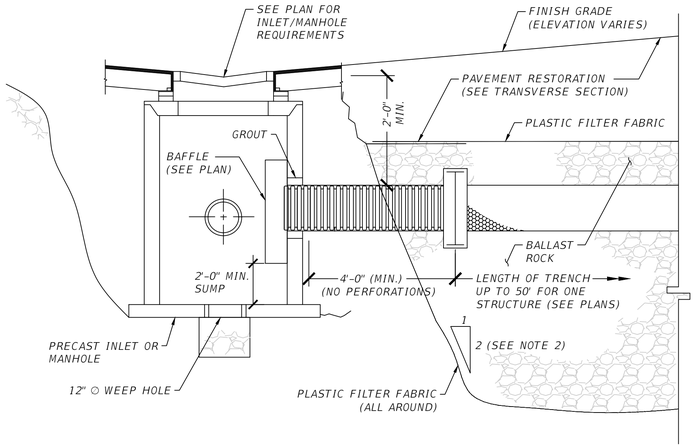
NO.	REVISIONS	DATE
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JOB NUMBER: CE11172020

ISSUE DATE:	APR. 2022
DRAWN BY:	DG
CHECKED BY:	AR
ISSUE:	-

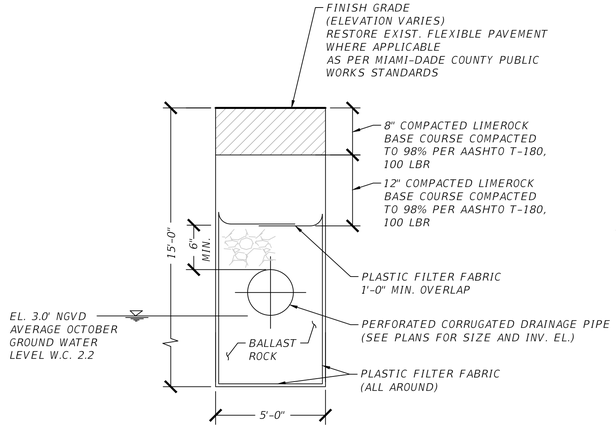
PAVING, GRADING, AND DRAINAGE PLAN

C-1.0
SHEET NUMBER



TYPICAL EXFILTRATION TRENCH DETAIL
SCALE: N.T.S.

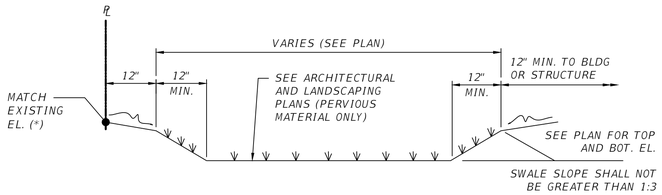
WORK THIS DETAILS WITH THE MIAMI-DADE COUNTY PUBLIC WORKS STANDARDS



TRANSVERSE SECTION EXFILTRATION TRENCH
SCALE: N.T.S.

SPECIFIC NOTES:

1. AFTER THE BALLAST ROCK HAS BEEN PLACED TO THE PROPER ELEVATION IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER IN ORDER TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. IF INITIAL SETTLEMENT TAKES PLACE, ADDITIONAL BALLAST ROCK SHALL BE ADDED TO RESTORE TO THE PROPER ELEVATION, SO THAT THE EXFILTRATION TRENCH IS COMPLETED IN ACCORDANCE WITH THE DETAILS.
2. TRENCH ENDS AND SIDES SHALL BE EXCAVATED AS NEAR VERTICAL AS CONDITIONS ALLOW.
3. CONTRACTOR IS REQUIRED TO SUBMIT SHOP DRAWINGS FOR ALL DRAINAGE STRUCTURES FOR ENGINEER'S APPROVAL.
4. STRUCTURES & ADAPTERS SPECIFICATIONS ARE AVAILABLE FROM MANUFACTURER AND SHALL BE INCLUDED AS PART OF THE SHOP DRAWING SUBMITTAL PACKAGE.

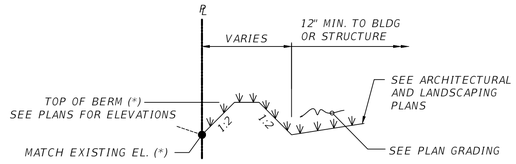


TYPICAL SWALE DETAIL
NOT TO SCALE

SPECIFIC NOTE:

FOR ANY PROPOSED FILL MATERIAL: NO MUCK IS PERMITTED. POST CONSTRUCTION PERCOLATION RATES MUST EQUAL OR EXCEED PRE-CONSTRUCTION PERCOLATION RATES.

(*) CONTRACTOR TO VERIFY THAT ADJACENT PROPERTY IS LOWER THAN PROPOSED ELEVATION OF THE TOP OF SWALE. IF ADJACENT PROPERTY IS HIGHER, CONTRACTOR TO PROVIDE A 6" MIN. BERM AT PROPERTY LINE ABOVE ADJACENT GRADE.

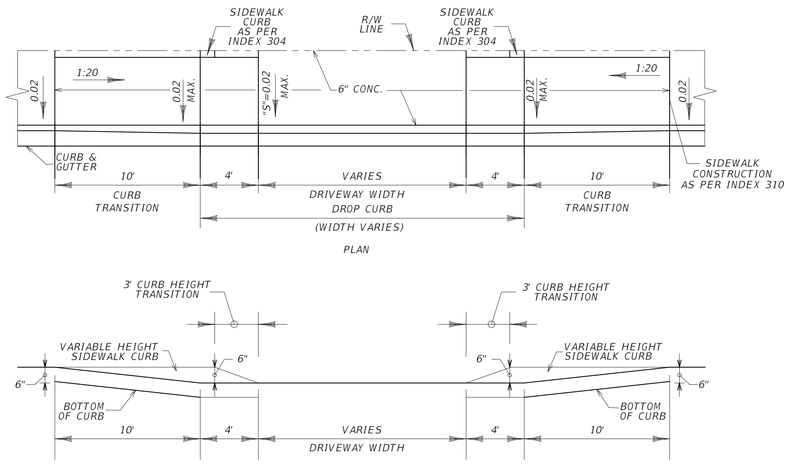


TYPICAL BERM DETAIL
NOT TO SCALE

SPECIFIC NOTE:

FOR ANY PROPOSED FILL MATERIAL: NO MUCK IS PERMITTED. POST CONSTRUCTION PERCOLATION RATES MUST EQUAL OR EXCEED PRE-CONSTRUCTION PERCOLATION RATES.

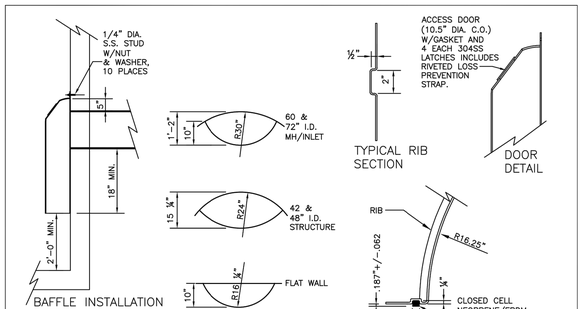
(*) CONTRACTOR TO VERIFY THAT ADJACENT PROPERTY IS LOWER THAN PROPOSED ELEVATION OF THE TOP OF BERM. IF ADJACENT PROPERTY IS HIGHER, CONTRACTOR TO PROVIDE A 6" MIN. BERM AT PROPERTY LINE ABOVE ADJACENT GRADE.

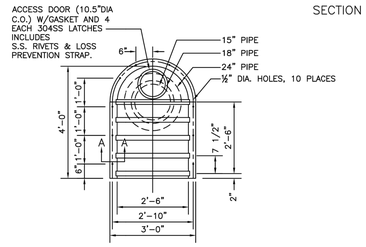


MODIFIED FDOT DRIVEWAY DETAIL
SCALE: N.T.S.

NOTES:

1. SIDEWALK CURB SHOWN ON THESE DETAILS SHALL BE PAINTED REFLECTIVE YELLOW.
2. CONCRETE JOINTS SHALL BE AS PER INDEX 515 AND INDEX 310.





ABS STORM DRAIN BAFFLE WITH C.O. OR APPROVED EQUAL

NOTE:
BAFFLE MATERIAL:
1/8" ABS PLASTIC WITH UV PROTECTED BLACK

MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT	APPROVED	REVISED 3-18-08	STANDARD STORM DRAINAGE DETAIL STORMWATER BAFFLE	SD 0.0 SHEET 1 OF 1

STORMWATER BAFFLE DETAIL
SCALE: N.T.S.

SHOP DRAWINGS ARE REQUIRED:

SUBMIT SHOP DRAWINGS FOR ALL PRECAST DRAINAGE STRUCTURES, INCLUDING CATCH BASIN INLETS, OPTIONAL PIPE MATERIAL AND BAFFLE SPECS. SHOP DRAWINGS MUST SHOW BAFFLE LOCATION AND SUMP PROVIDED.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

Adrian Robaina
2022.04.11 15:05:51 -04'00'

ON THE DATE ADJACENT TO THE SEAL

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CIVIL ENGINEER:

CONNECT ENGINEERING, LLC
REGISTRY LIC. NO. 33371
2645 SW 37 AVE, SUITE 301
MIAMI, FL 33133
O: (305) 981-6142
C: (786) 250-9966
WWW.CONNECTENG.US
ADRIAN ROBAINA, P.E.

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Jfiallo@fiallomepdesign.com

CA# 28637

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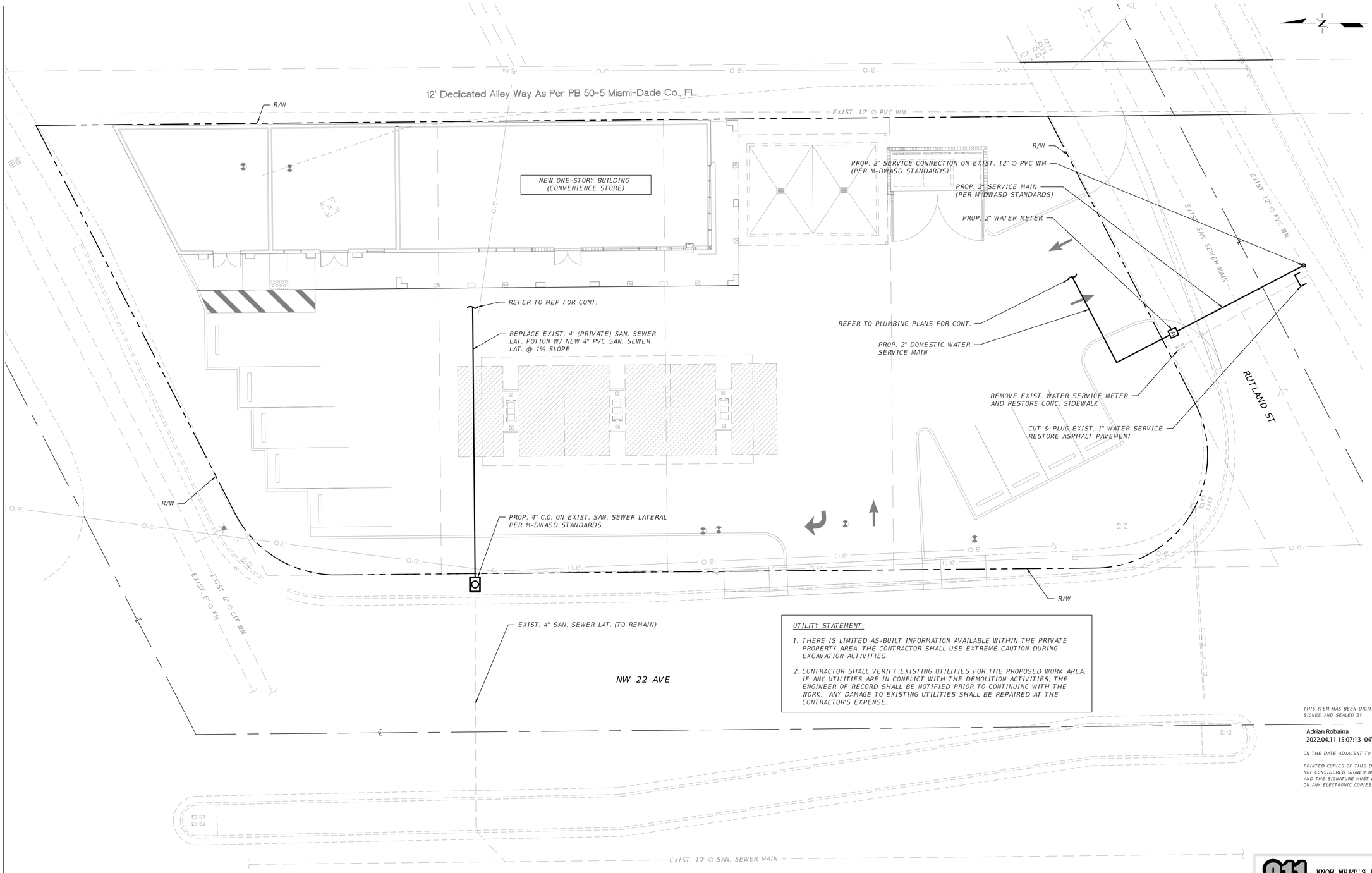
JOB NUMBER:
CE11172020

ISSUE DATE:	APR. 2022
DRAWN BY:	DG
CHECKED BY:	AR
ISSUE:	-

PAVING, GRADING, AND DRAINAGE DETAILS

C-2.0

SHEET NUMBER



SITE PLAN
SCALE: 1" = 10'

UTILITY STATEMENT:

1. THERE IS LIMITED AS-BUILT INFORMATION AVAILABLE WITHIN THE PRIVATE PROPERTY AREA. THE CONTRACTOR SHALL USE EXTREME CAUTION DURING EXCAVATION ACTIVITIES.
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GENERAL NOTES:

1. EXCEPT AS PARTICULARLY NOTED ON THE PLANS, ALL CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT M-DWASD, FLORIDA BUILDING CODE 2020, 7TH EDITION AND ANY APPLICABLE GOVERNING AGENCY.
2. ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON THE NGVD OF 1929.
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JOB NUMBER: CE11172020

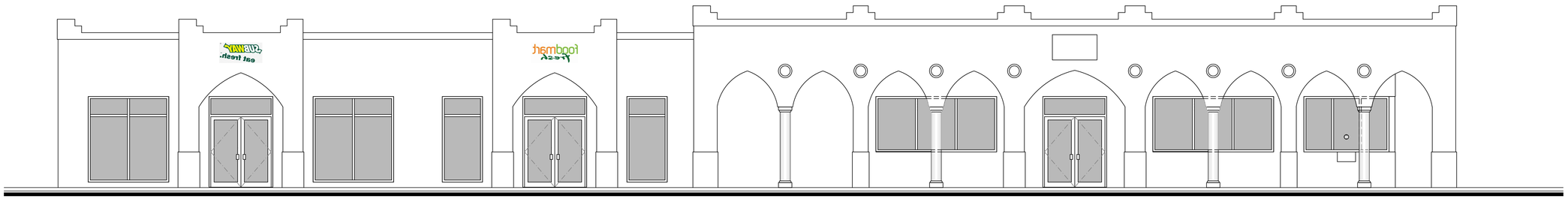
ISSUE DATE:	APR. 2022
DRAWN BY:	DG
CHECKED BY:	AR
ISSUE:	-

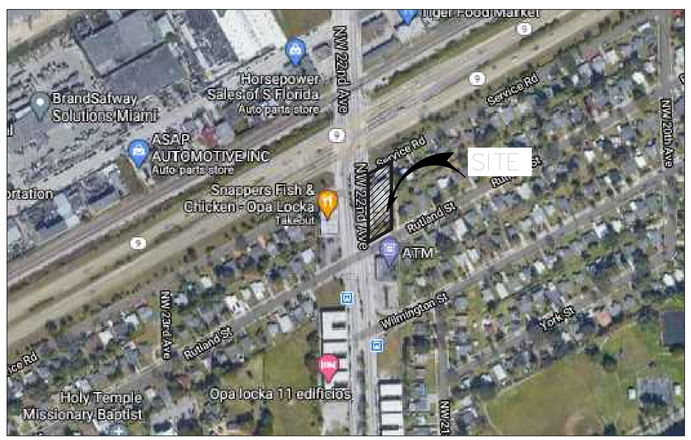
DOMESTIC WATER AND SANITARY SEWER PLAN

C-3.0
SHEET NUMBER

NEW C-STORE AND GAS STATION
UNBRANDED

14585 NW 22 AVENUE
OPA-LOCKA, FLORIDA 33054





AERIAL MAP

SCALE : N.T.S.

NORTH

BUILDING AND ZONING CRITERIA

ZONING CRITERIA
PER MUNICODE (MC) CITY OF OPA-LOCKA:
NC Neighborhood Center

		ALLOWED REQUIRED	PROVIDED
ZONING	B-2: COMMERCIAL LIBERAL BUSINESS DISTRICT		
LOT SIZE		N/A	21,960 SQ. FT.
SETBACKS			
PRINCIPAL BUILDING	FRONT (WEST)	10'-0" MIN.	57'-3" NEW
	SIDE STREET (NORTH)	15'-0" MIN.	15'-1" NEW
	SIDE STREET (SOUTH)	15'-0" MIN.	15'-1" NEW
	REAR (EAST)	0'-0" MIN.	4" NEW
FUEL CANOPY	FRONT (WEST)		20'-5 3/4" NEW
	SIDE STREET (NORTH)		58'-9" NEW
	SIDE STREET (SOUTH)		20'-3" NEW
BUILDING HEIGHT		55'-0" MAX./ 4 STORIES	18'-0" NEW 1 STORY
BUILDING AREA			
CONVENIENCE STORE			1,975 SQ. FT.
RETAIL SPACE #1			802 SQ. FT.
RETAIL SPACE #2			802 SQ. FT.
METAL CANOPY			1,440 SQ. FT.
CARWASH			808 SQ. FT.
LOT COVERAGE	21,960 SQ. FT. X 50%	10,980 SQ. FT. MAX.	5,827 SQ. FT.
LANDSCAPE OPEN SPACE	21,960 SQ. FT. X 20%	4,392 SQ. FT. MIN.	4,422 SQ. FT.
REQUIRED PARKING			
SERVICE STATION (1 P.S. PER 500 S.Q.)	3,579 SQ. FT./ 500	7.1 P.S. REQUIRED	9 P.S. PROVIDED
HANDICAP PARKING	(1 P.S. PER 25 P.S.)	1 P.S. REQUIRED	1 P.S. PROVIDED FROM TOTAL ABOVE

FLOOD ZONE : "X"

FIALLO'S MEP DESIGN, INC

10010 SW 83rd ST.
Miami, Florida 33173
305.877.1845
Jfiallo@fiallomepdesign.com

CA# 28637

NEW C-STORE & GAS STATION
UNBRANDED
14585 NW 22 Avenue
OPA-LOCKA, Florida 33054

JORGE FIALLO
FLORIDA P.E. #65527
Drawings not valid unless Signed, Sealed and Dated by a Registered Professional

NO.	REVISIONS	DATE
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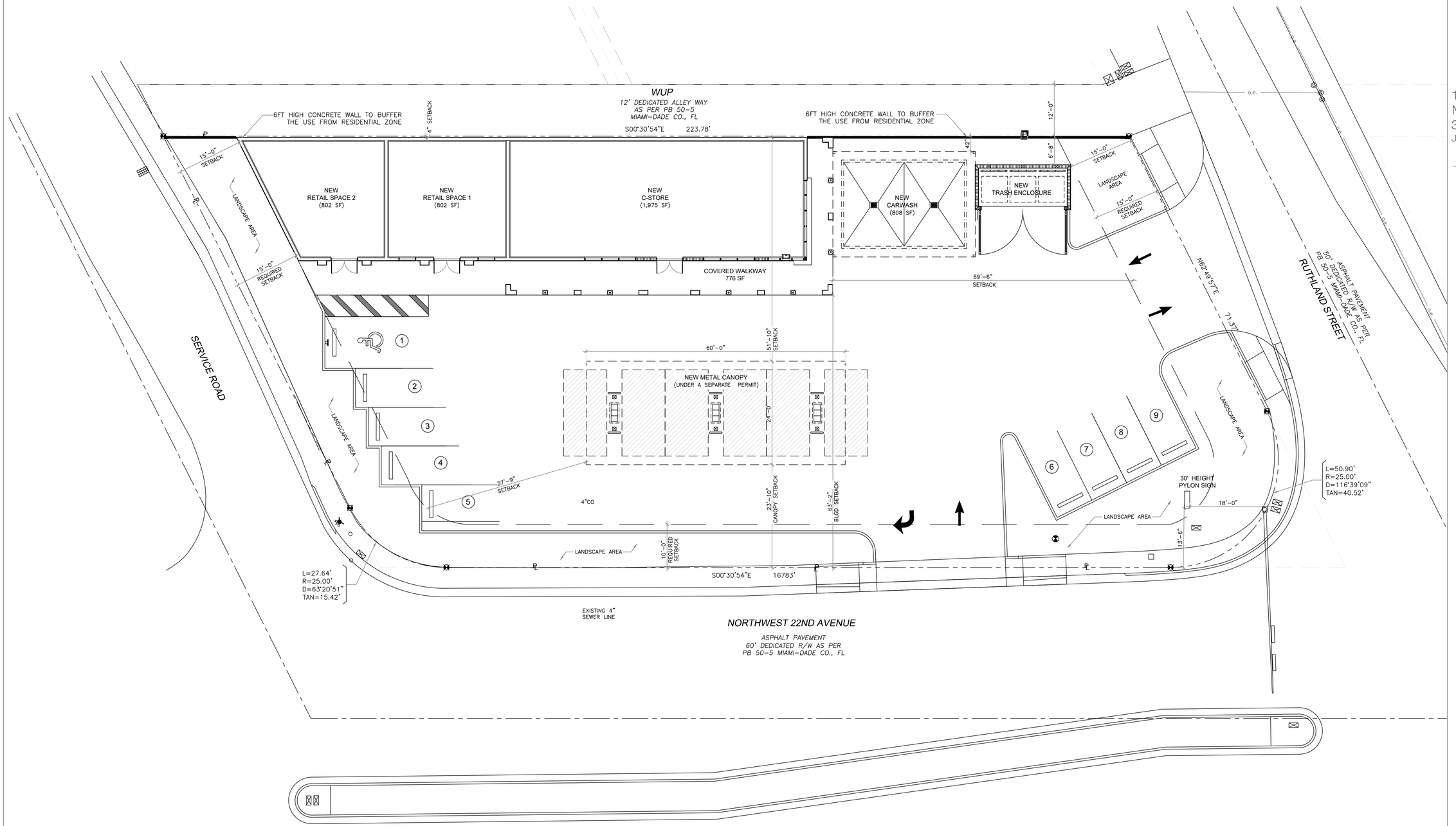
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ISSUE DATE:	DEC. 2020
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CHECKED BY:	J. FIALLO
ISSUE:	-

COVER SHEET

A-0.0

SHEET NUMBER



ARCHITECTURAL GROUND SITE PLAN

SCALE : 3/32" = 1'-0"

NORTH

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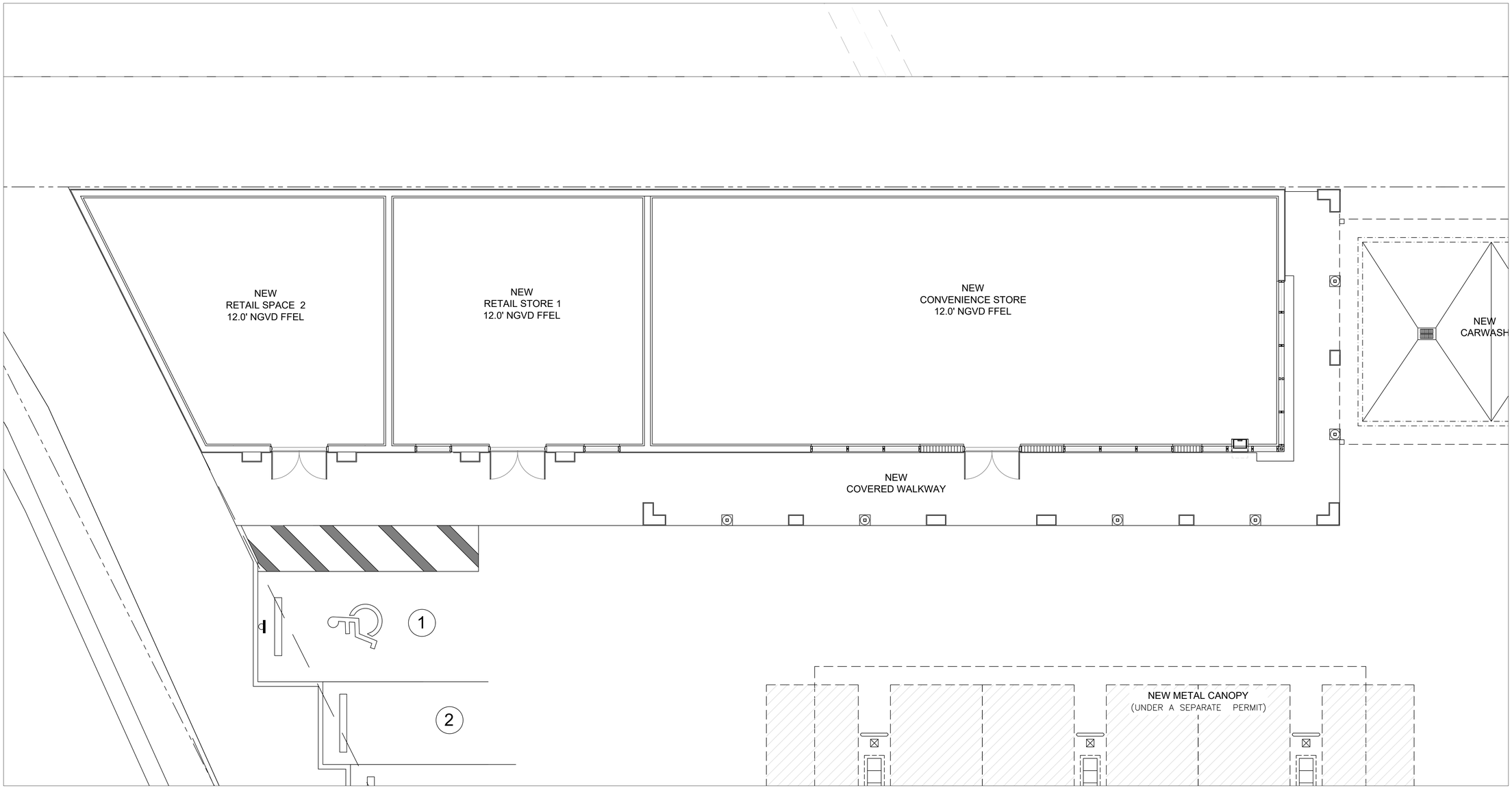
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SITE PLAN

A-1.0

SHEET NUMBER



FLOOR PLAN

SCALE : 3/16" = 1'-0"

NORTH

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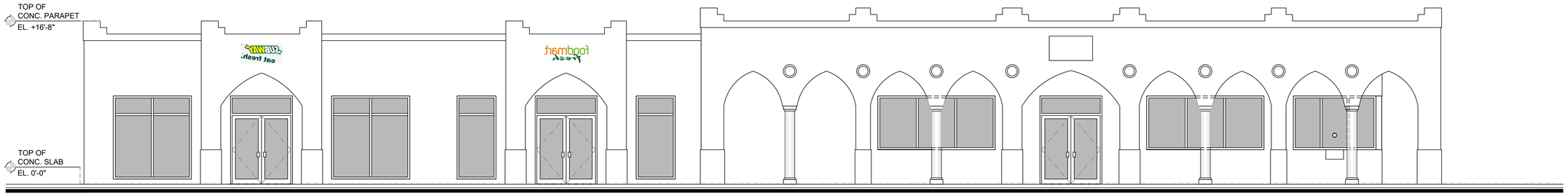
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FLOOR PLAN

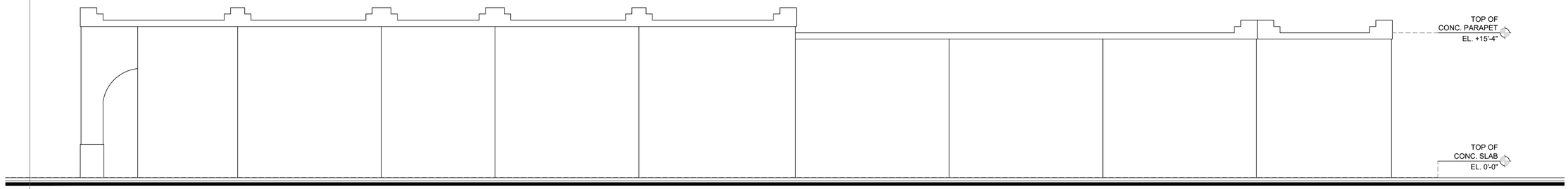
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SHEET NUMBER



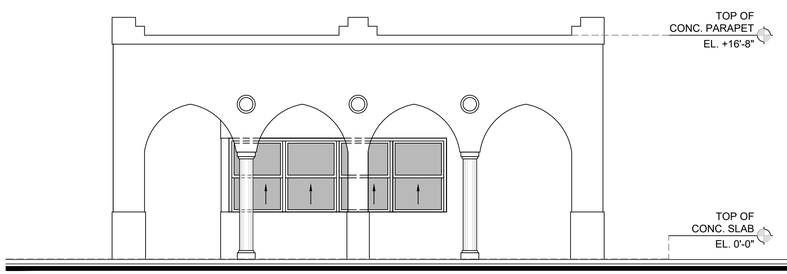
WEST ELEVATION

SCALE : 3/16" = 1'-0"



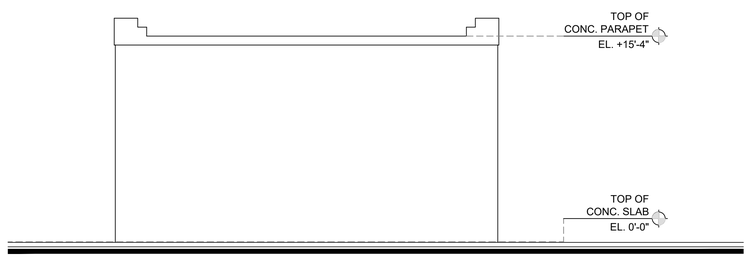
EAST ELEVATION

SCALE : 3/16" = 1'-0"



SOUTH ELEVATION

SCALE : 3/16" = 1'-0"



NORTH ELEVATION

SCALE : 3/16" = 1'-0"

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14585 NW 22 Avenue
OPA-LOCKA, Florida 33054

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JOB NUMBER:
20-200-00585

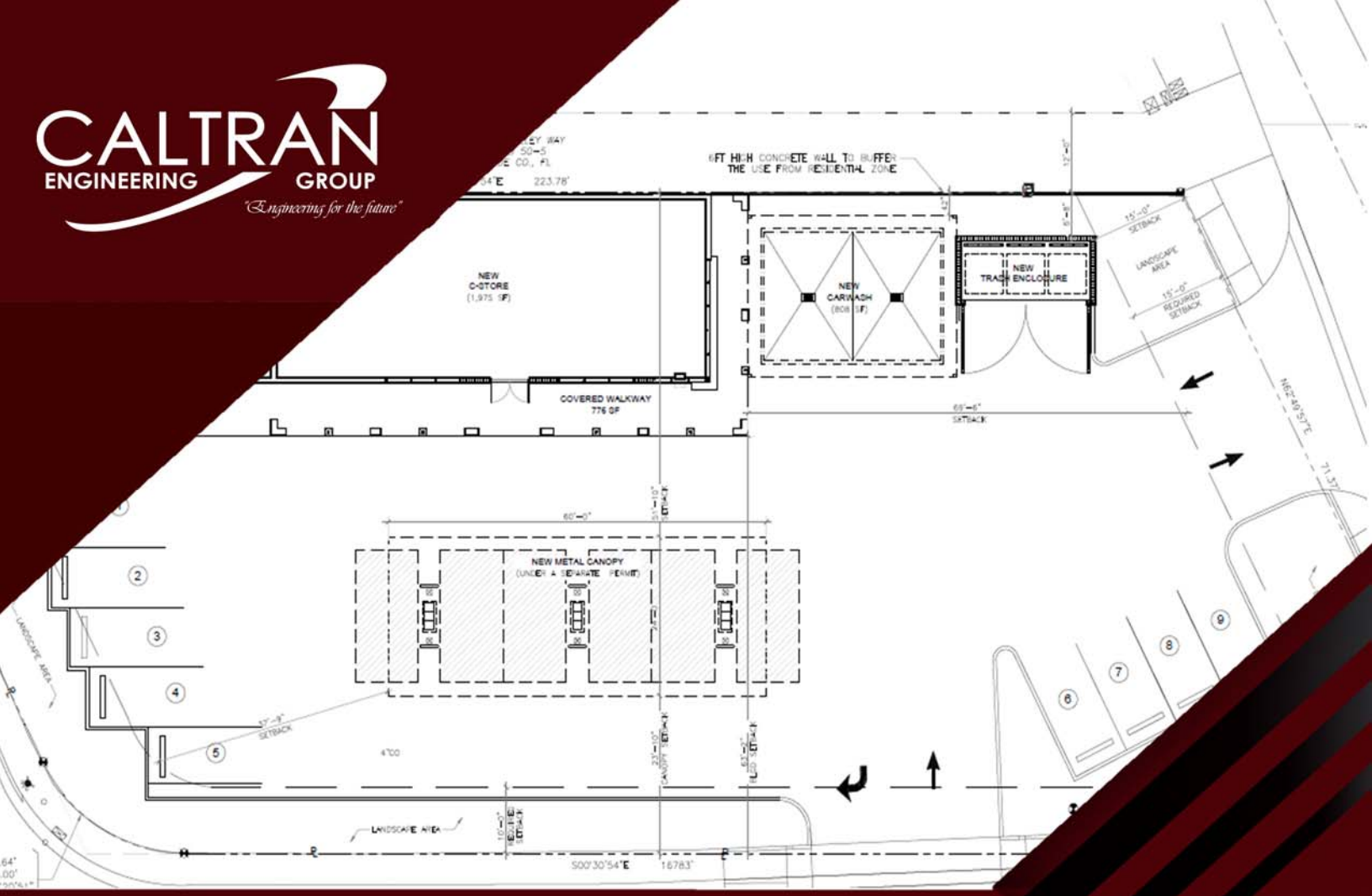
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EXTERIOR ELEVATIONS

A-3.0

SHEET NUMBER

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"Engineering for the future"



New C-Store & Gas Station

Traffic Impact Study

Caltran Engineering Group, Inc.
790 NW 107 Avenue, Suite 200
Miami, FL 33172
Phone: 786-456-7700
Fax: 786-513-0711

ENGINEER's CERTIFICATION

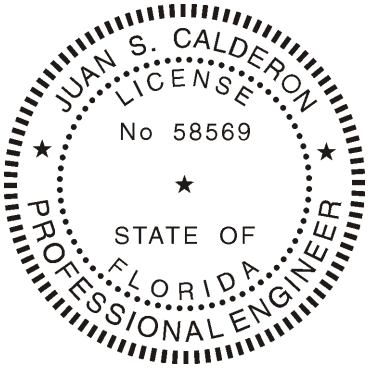
DATE: March 4th, 2022

PROJECT LOCATION: NEW C-STORE & GAS STATION
14585 NW 22nd Avenue
Opa-Locka, Florida

REPORT BY: CALTRAN Engineering Group, Inc.
790 NW 107th Avenue, Suite 200
Miami, FL 33172
Certificate of Authorization 29379

ENGINEER'S CERTIFICATION

I, JUAN S. CALDERON, CERTIFY THAT I CURRENTLY HOLD AN ACTIVE PROFESSIONAL ENGINEER'S LICENSE IN THE STATE OF FLORIDA AND I AM COMPETENT THROUGH EDUCATION AND EXPERIENCE TO PROVIDE ENGINEERING SERVICES IN THE CIVIL AND TRAFFIC ENGINEERING DISCIPLINES CONTAINED IN THIS REPORT. I FURTHER CERTIFY THAT THIS REPORT WAS PREPARED BY ME, OR UNDER MY RESPONSIBLE CHARGE, AS REQUIRED BY CHAPTER 61G15-18. F.A.C. AND THAT ALL STATEMENTS, CONCLUSIONS AND RECOMMENDATIONS MADE HEREIN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND ABILITY.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

Juan S Calderon
2022.03.04 16:50:20 -05'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

CALTRAN ENGINEERING GROUP
790 NW 107 AVENUE, Suite 200
MIAMI, FL 33172
CERTIFICATE OF AUTHORIZATION 29379
JUAN S. CALDERON, P.E. NO. 58569

CITY OF OPA-LOCKA, FL

Traffic Impact Study

NEW C-STORE & GAS STATION
14585 NW 22nd Avenue
Opa-Locka, Florida

PREPARED FOR:

City of Opa-Locka

PREPARED BY:

CALTRAN ENGINEERING GROUP
790 NW 107 AVENUE Suite 200
MIAMI, FL 33176

MARCH 2022

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1.0 EXECUTIVE SUMMARY

Caltran Engineering Group, Inc was retained to perform a traffic impact analysis (TIA) for a proposed Gas Station with a convenience store, as well as a proposed retail space located in 14585 NW 22nd Avenue, Opa-Locka, FL under Folio No. 082122-005-0690.

This report presents trip generation, distribution, traffic analyses, and recommendations for transportation improvements required to meet anticipated traffic demands in conjunction with the development. The traffic conditions studied include the existing (2022) traffic condition as well as the projected (2024) background and build-out traffic conditions.

The proposed gas station will consist of 6 pumps, in addition to the proposed 1,604 Square Feet (Sf) of retail space.

The proposed development has the potential to generate 1,902 daily weekday trips for the proposed driveways. Out of the total weekday daily trips, 105 driveway trips are anticipated to occur during the AM peak hour and 122 driveway trips are expected to occur during the PM peak hour.

Based on the results of the traffic analysis, the future impacts associated with the proposed development are anticipated to be minimal overall, with some deterioration in operations anticipated at the signalized intersections of SR 9 and Rutland Street along NW 22nd Avenue.

As a result, the following improvements are recommended as mitigation measures:

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NW 22nd Avenue at SR 9

A split optimization of its current Time of Day (TOD), signal timing, anticipates traffic improvements after the addition of the forecasted growth and potential trip generation. Said process yielded the results summarized in Section 7, Capacity Analysis, Table 4.

AM and PM Signal Timing are illustrated on ***Exhibit 1*** and ***Exhibit 2***, respectively.

Cycle Length [s]	160											
Coordination Type	Time of Day Pattern Coordinated											
Actuation Type	Semi-actuated											
Lost time [s]	0.00											
Control Type	ProtPer	Permiss	Permiss	ProtPer	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	6	1	0	5	2	0	3	8	0	7	4	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	7	0	5	7	0	5	18	0	5	18	0
Maximum Green [s]	30	50	0	30	50	0	22	50	0	22	50	0
Amber [s]	4.0	4.0	0.0	4.0	4.0	0.0	4.8	3.0	0.0	4.8	3.0	0.0
All red [s]	2.0	2.2	0.0	2.0	2.2	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Split [s]	11	50	0	29	68	0	12	52	0	29	69	0
Walk [s]	0	7	0	0	7	0	0	7	0	0	7	0
Pedestrian Clearance [s]	0	36	0	0	36	0	0	32	0	0	32	0

Exhibit 1. AM- SR9 at NW 22 Ave – Proposed Signal Timing

Cycle Length [s]	160											
Coordination Type	Time of Day Pattern Coordinated											
Actuation Type	Semi-actuated											
Lost time [s]	0.00											
Control Type	ProtPer	Permiss	Permiss	ProtPer	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	6	1	0	5	2	0	3	8	0	7	4	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	7	0	5	7	0	5	18	0	5	18	0
Maximum Green [s]	30	50	0	30	50	0	22	50	0	22	50	0
Amber [s]	4.0	4.0	0.0	4.0	4.0	0.0	4.8	4.8	0.0	4.8	4.8	0.0
All red [s]	2.0	2.2	0.0	2.0	2.2	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Split [s]	32	62	0	26	56	0	21	52	0	21	52	0
Walk [s]	0	7	0	0	7	0	0	7	0	0	7	0
Pedestrian Clearance [s]	0	36	0	0	36	0	0	32	0	0	32	0

Exhibit 2. PM- SR9 at NW 22 Ave – Proposed Signal Timing

Rutland Street and Proposed Driveway

Traffic simulation forecasted ±150 feet of westbound queues at the intersection of NW 22nd Avenue at Rutland Street. Said queues could potentially create conflict points at the proposed development access point. Although, VISTRO simulation did not yield excessive queues, the implementation of "DO NOT BLOCK INTERSECTION' sign R10-7 and/or pavement markings are recommended to mitigate potential intersection conflict points.

Beyond the above-mentioned improvements, no other offsite geometric or traffic control improvements are recommended as part of the proposed development.

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2.0 INTRODUCTION

Caltran Engineering Group, Inc. was retained to perform a traffic impact analysis (TIA) for a proposed Gas Station, as well as a retail space. The proposed Gas Station will consist of a 1,975 square foot (sf) convenience market with 6 fueling positions, in addition to 1,604 square feet (sf) of retail space. The proposed sites are adjacent to each other, and bounded by Rutland Street to the south, and NW 22nd Avenue, as illustrated in ***Exhibit 3***. A conceptual site plan is found in **Appendix A**.

The purpose of this TIA is to examine existing and future traffic conditions within the study area upon project implementation, identify traffic impacts resulting from the proposed development on the surrounding local road network, and recommend transportation improvements if needed.

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Exhibit 3. Site Location

3.0 PROJECT BACKGROUND

3.1 ROADWAY DESIGN CHARACTERISTICS

The study area for this analysis includes four (3) existing roadways, three (3) existing intersections, and three (2) future intersections/access points planned to support the proposed development. The study area roadways and intersections are as follows:

Roadways

1. SR 9
2. Rutland Street
3. NW 22nd Avenue

Intersections

1. Rutland Street and NW 22nd Avenue
2. NW 22nd Avenue and Service Road
3. SR 9 and NW 22nd Avenue

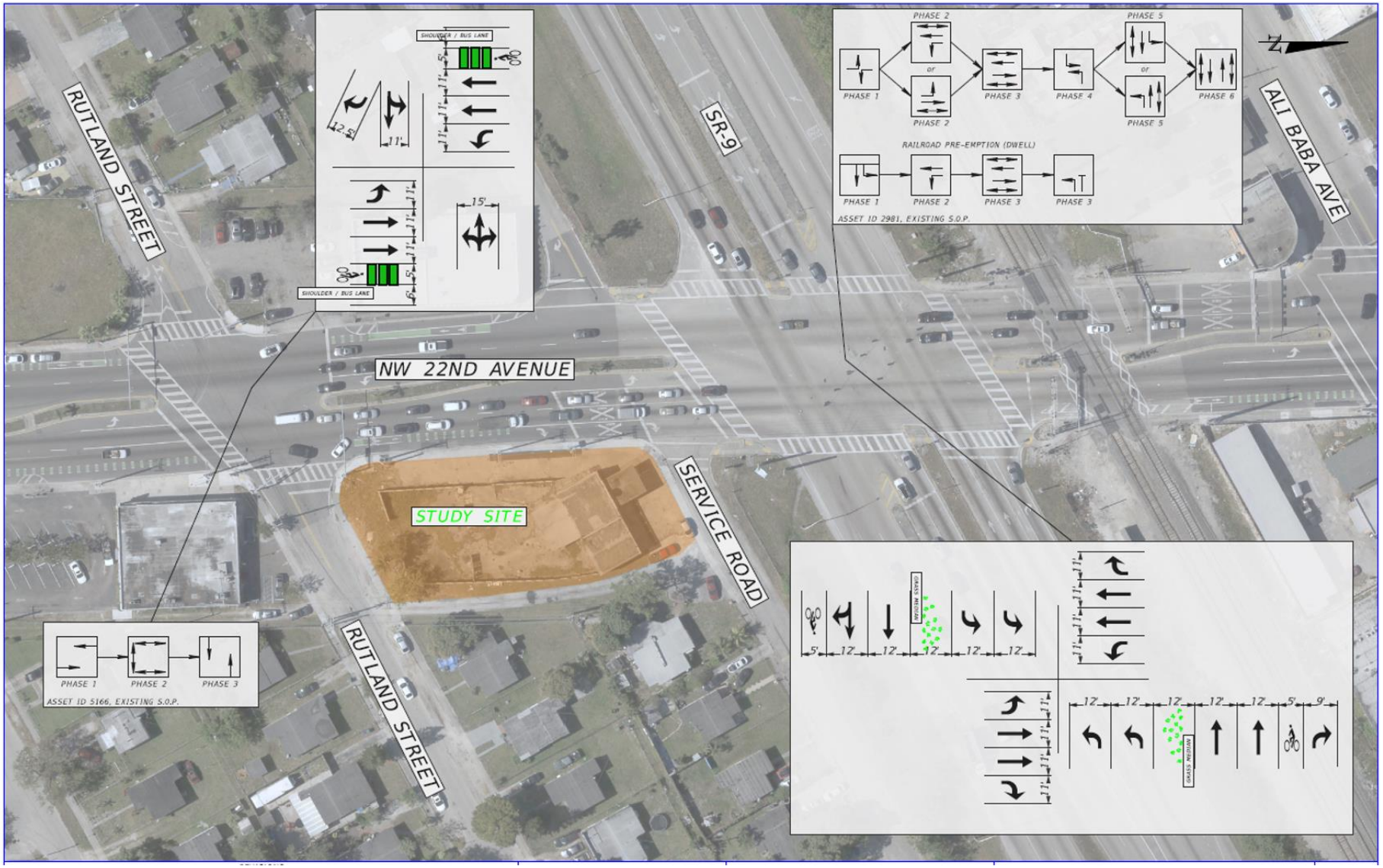
Exhibit 4 depicts existing lane designations throughout the study area along with existing full width storage and taper lengths for exclusive turn lanes.

The following provides a short description of the existing roadway characteristics for each facility:

SR 9 – is a four-lane, divided Urban Principal Arterial within the limits of the study area. SR 9 is oriented in an approximate east/west direction with a posted speed limit of 35 miles per hour (mph). FDOT historic counts reported an average vehicle count of 27,576 vehicles per day (vpd) during the 2016-2020 *(Information taken from FDOT traffic station 870096*).

NW 22nd Avenue - is a four-lane, divided Urban Minor Arterial within the limits of the study area. NW 22nd Avenue is oriented in an approximate north/south direction with a posted speed limit of 30 miles per hour (mph). FDOT historic counts reported an average vehicle count of 21,260 vehicles per day (vpd) during the 2016-2020 *(Information taken from FDOT traffic station 878621*).

Rutland Street - is primarily a two-lane, undivided local road within the limits of the study area. Rutland runs in an approximate east/west direction. The posted speed limit is 30 mph.



14585 NW 22nd Avenue Opa-Locka, Florida
Folio No. 082122-005-0690

Geometric Characteristics

CALTRAN ENGINEERING GROUP

Exhibit 4. Roadway Network Characteristics

4.0 TRAFFIC GENERATION

The potential traffic generation of the proposed development was determined using the traffic generation rates published in the Institute of Transportation Engineers, Eleventh Edition, through the Online Traffic Impact Study Software (OTISS). As currently envisioned the site is assumed to consist of approximately: 1,604 Sf of retail space and a 6-pump gas station with a convenience store.

Table 1 summarizes the estimated traffic generation for the proposed development.

Table 1. Trip Generation

Land Use	Size	Weekday		Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.			Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.		
		Entry	Exit	Entry	Exit	Total	Entry	Exit	Total
945 - Convenience Store/Gas Station -	6 Vehicle Fueling Positions	900	900	50	50	100	56	55	111
814 - Variety Store	1.6 1000 Sq. Ft. GFA	51	51	2	3	5	6	5	11
Total		951	951	52	53	105	62	60	122

As shown in **Table 1**, the proposed development has the potential to generate 105 new trips in the AM peak hour (52 entering and 53 exiting) and 122 new trips in the PM peak hour (62 entering and 60 exiting) on a typical weekday.

While ITE methodology suggests a potential pass-by rate of 62% AM / 56% PM for land use 945 and 34% for retail use, no such reduction was assumed in order to maintain a conservative approach.

Please refer to **Appendix B** for OTISS reports.

5.0 SITE TRAFFIC DISTRIBUTION

The proposed generated trips were assigned to the surrounding roadway network. The directional distribution and assignment are based on land uses in the area and existing travel patterns and a review of area origins and destinations. Site trips were assigned to the network based on the following distribution:

- NNE (17.4%) trips were equally distributed to/from SR 9 westbound left turns and NW 22nd Avenue southbound through movements.
- NNW (11.7%) trips were equally distributed to/from SR 9 eastbound right turns and NW 22nd Avenue southbound through movements.
- ENE (12.9%) + ESE (4.6%) site trips were assigned to/from westbound Rutland Street.
- SSE + SSW + WSW (40.5%) site trips were assigned to/from northbound NW 22nd Avenue.
- WNW (9.8%) site trips were assigned to/from northbound eastbound Rutland Street.

Year	TAZ	NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	TOTAL
2024	**251**	394	293	104	370	396	222	223	265	
%		17.4%	12.9%	4.6%	16.3%	17.4%	9.8%	9.8%	11.7%	

The site traffic distribution and percent assignment for the development are shown on ***Exhibit 5 and Exhibit 6*****.**

Please refer to **Appendix C** for a detail site traffic distribution.

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Exhibit 5. Entrance Site Trip Route Assignment.



Exhibit 6. Exit Site Trip Route Assignment.

6.0 TRAFFIC VOLUME

5.1 EXISTING TRAFFIC - SCENARIO 1

AM peak hour (7:00 to 9:00 AM) and PM peak hour (4:00 to 6:00 PM) turning movement counts were performed at the following intersections on January 25th, 2022:

- SR 9 and NW 22nd Avenue.
- NW 22nd and Service Road.
- NW 22nd Avenue and Rutland Street.

It is important to note that the collected data was adjusted by applying each corresponding Peak Hour Factor (PHF) and a Seasonal Factor of 1.0 as per the Florida Department of Transportation (FDOT) online data.

Existing AM and PM peak hour traffic volumes are shown on ***Exhibit 7***.

Data Collection reports can be found on **Appendix D**.

5.2 HISTORIC TRAFFIC GROWTH

The analysis was based on the FDOT Monitoring Site – 878621 located at NW 22nd Avenue, 200 feet North of NW 132nd Street; *It is important to note that Station 878621 was selected for growth representation as 100% of the forecasted trips will be traveling through this segment.*

Based on the annual growth rates obtained and traffic analysis zone patterns characteristics and knowledge of the area, it was determined that a conservative 2.00% Compounded Annual Historic Growth Rates could be applied to the studied roadway network.

It is important to note that upon calculation of the annual growth rates, the future volumes are developed by adjustments upon multiplying the existing volume by the Growth Rate Factor; this Growth Rate Factor (GF) was calculated by using the following formula:

$$\mathbf{GF} = (1+r)^{y}$$

where,

r = Annual Growth Rate
y= number of years to opening year (2 Years) (2024)
GF= 1.04

Background traffic growth calculations are detailed on **Appendix E.**

5.3 BACKGROUND TRAFFIC - SCENARIO 2

Background traffic volumes, which include existing and historic growth traffic, is shown on ***Exhibit 8***.

It is important to note that no in-process traffic was reported.

5.4 BUILD-OUT TRAFFIC - SCENARIO 3

To obtain the projected (2024) build-out traffic volumes, the projected site traffic was added to the projected background traffic. ***Exhibit 9*** illustrate the projected AM and PM peak hour build-out traffic volumes.

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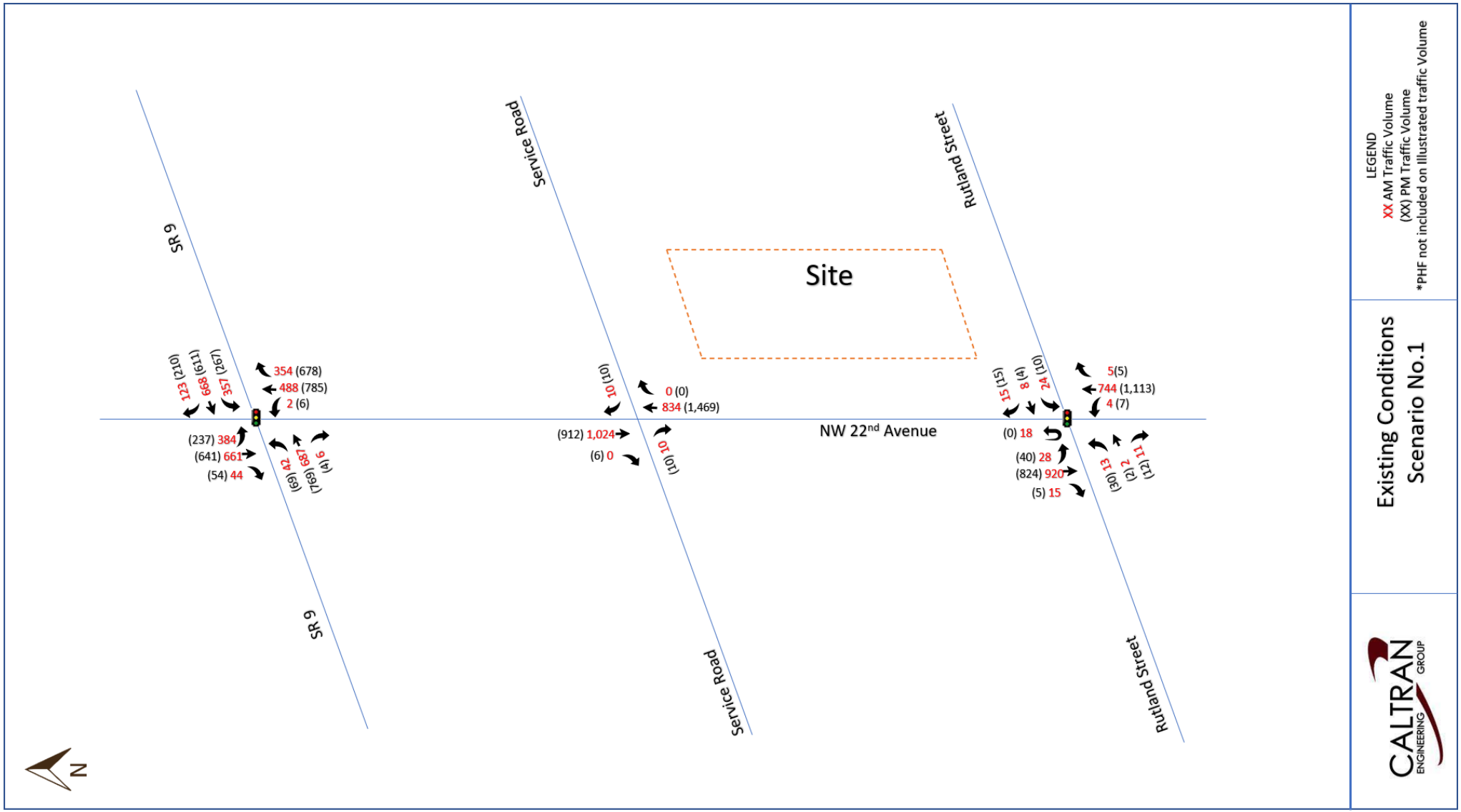


Exhibit 7.Hourly Traffic Volume-Scenario 1.



Exhibit 8. Background Hourly Traffic Volume-Scenario 2.

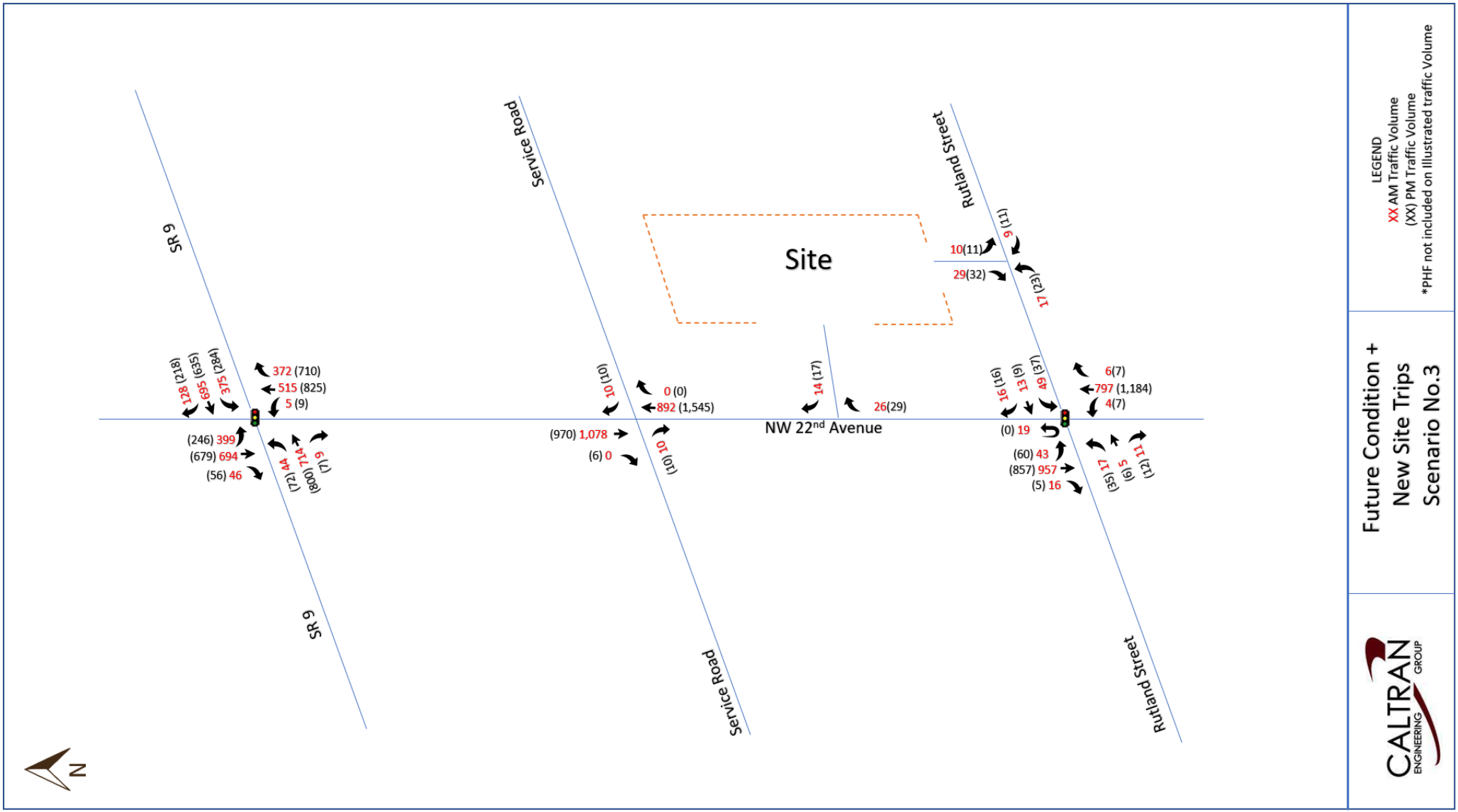


Exhibit 9. Total Future Hourly Traffic Volume-Scenario 3.

7.0 CAPACITY ANALYSIS

Capacity analyses were performed for the AM and PM peak hours for the existing (2022) traffic condition, the projected (2025) background and build-out traffic conditions using PTV America, VISTRO 2022 software to determine the operating characteristics of the adjacent road network and the impacts of the proposed project.
It is important to note that LOS analysis was evaluated under the Highway capacity Manual 7th Edition.

Capacity is defined as the maximum number of vehicles that can pass over a particular road segment or through a particular intersection within a set time duration. Said capacity is combined with Level-of-Service (LOS) to describe the operating characteristics of a road segment or intersection. LOS is a qualitative measure that describes operational conditions and motorist perceptions within a traffic stream. The Highway Capacity Manual defines six levels of service, LOS A through LOS F, with A representing the shortest average delays and F representing the longest average delays.

For unsignalized intersections, only the movements that must yield right-of-way experience control delay. Therefore, V/C criteria for the overall intersection is not reported by PTV America, VISTRO 22, or computable using methodology published in the Highway Capacity Manual. It is typical for stop sign-controlled side streets and driveways intersecting major streets to experience long delays during peak hours.

VISTRO reports can be found at **APPENDIX F.**

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7.1 SR 9 AT NW 22ND AVENUE

Results from the capacity analyses at this signalized intersection are shown in **Table 2** and **Table 3**, respectively.

Under existing conditions, SR 9 and NW 22nd Avenue operates with an overall LOS E during the AM and PM traffic conditions. The northbound and southbound movements operate under an acceptable Level of Service D; however, the eastbound and westbound traffic demands experience excessive delays during the above mention periods.

With the addition of the proposed development trips and the 2024 background traffic, AM peak hour conditions are projected to maintain an overall level of service. However, during the PM peak hour, the eastbound and westbound traffic demands were observed to experience an increase in delays causing the overall intersection to operate under a qualitative measure F.

As part of this analysis, a different signal improvement scenario was considered providing mitigation measures to improve traffic flow at those critical movements. Said improvement was performed by optimizing the provided split time allocated per group. By split optimization, the overall morning peak period delay was observed to decrease to a total of 53.61 s/Veh. Additionally, an equivalent split optimization process was performed to the afternoon peak period in which the overall LOS decreased to 73.06 s/Veh. *It is important to note that the performed local split optimization targeted the improvement of the existing excessive westbound delays.*

Detailed results can be observed on **Table 4**.

As per the VISTRO model, through and turning movement queues are projected to lengthen without altering existing behaviors. However, it is important to note that under current conditions storage capacity at the northbound right turn is overcapacity.

Existing queue lengths will remain at this intersection. Detailed results are shown in **Table 5 and Table 6**.

Table 2. SR 9 at NW 22nd Street – AM LOS

	Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
	Approach	Northbound			Southbound			Eastbound			Westbound		
Scenario 1	Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
	Delay for Lane Group [s/veh]	17.0	39.9	51.7	43.5	24.2	19.2	81.4	74.7	74.8	188.7	50.8	43.2
	Lane Group LOS	B	D	D	D	C	B	F	E	E	F	D	D
	Approach Delay	44.81			30.86			75.18			92.88		
	Intersection Delay [s/veh]	61.15											
	Intersection LOS	E											
	Intersection V/C	0.731											
Scenario 2	Delay for Lane Group [s/veh]	17.8	42.5	57.7	50.2	25.4	19.9	81.6	75.1	75.2	209.3	50.2	42.5
	Lane Group LOS	B	D	E	D	C	B	F	E	E	F	D	D
	Approach Delay	48.86			33.95			75.55			98.82		
	Intersection Delay [s/veh]	64.78											
	Intersection LOS	E											
	Intersection V/C	0.764											
Scenario 3	Delay for Lane Group [s/veh]	18.0	42.8	58.9	51.2	26.0	20.3	81.6	75.23	75.27	216.6	50.1	42.37
	Lane Group LOS	B	D	E	D	C	C	F	E	E	F	D	D
	Approach Delay	49.44			36.64			75.6			101.47		
	Intersection Delay [s/veh]	65.85											
	Intersection LOS	E											
	Intersection V/C	0.77											

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Table 3. SR 9 at NW 22nd Street – PM LOS

	Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
	Approach	Northbound			Southbound			Eastbound			Westbound		
Scenario 1	Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
	Delay for Lane Group [s/veh]	20.3	45.2	211.6	48.7	28.9	23.2	83.4	78.4	78.4	107.9	48.3	45.8
	Lane Group LOS	C	D	F	D	C	C	F	E	E	F	D	D
	Approach Delay	121.95			33.68			78.88			62.47		
	Intersection Delay [s/veh]	79.64											
	Intersection LOS	E											
	Intersection V/C	0.935											
Scenario 2	Delay for Lane Group [s/veh]	21.2	50.3	272.4	54.8	30.2	24.0	83.3	80	80.0	122.5	47.9	45.3
	Lane Group LOS	C	D	F	D	C	C	F	F	F	F	D	D
	Approach Delay	152.79			36.15			80.29			65.76		
	Intersection Delay [s/veh]	91.71											
	Intersection LOS	F											
	Intersection V/C	0.977											
Scenario 3	Delay for Lane Group [s/veh]	21.5	51.17	280.76	55.64	30.97	24.43	83.33	80.22	80.24	130.66	47.8	45.19
	Lane Group LOS	C	D	F	E	C	C	F	F	F	F	D	D
	Approach Delay	156.49			36.80			80.48			36.8		
	Intersection Delay [s/veh]	93.79											
	Intersection LOS	F											
	Intersection V/C	0.983											

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Table 4. SR 9 at NW 22nd Street – Mitigation Measures - LOS

	Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
	Approach	Northbound			Southbound			Eastbound			Westbound		
Scenario 3-AM	Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
	Delay for Lane Group [s/veh]	21.38	44.95	63.81	56.77	30.5	23.81	81.97	75.56	75.6	76.38	44.06	37.45
	Lane Group LOS	C	D	E	E	C	C	F	E	E	E	D	D
	Approach Delay	52.69									39.43		
	Intersection Delay [s/veh]	53.61											
	Intersection LOS	D											
	Intersection V/C	0.784											
Scenario 3 - PM	Delay for Lane Group [s/veh]	19.84	33.75	125.13	157.1	28.84	22.77	83.61	97.91	97.93	102.23	49.04	46.36
	Lane Group LOS	B	C	F	F	C	C	F	F	F	F	D	D
	Approach Delay	75.65									60.77		
	Intersection Delay [s/veh]	73.06											
	Intersection LOS	E											
	Intersection V/C	0.949											

Table 5. SR 9 at NW 22nd Street – AM Queue Analysis

	Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
	Approach	Northbound			Southbound			Eastbound			Westbound		
Scenario 1-AM	Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
	Storage Capacity	100	-	-	80	-	-	415	-	-	400	-	275
	95th %ile Queue Length Veh/ln	0.07	12.37	19.68	16.68	12.86	1.6	1.66	21.95	21.9	17.44	17.93	6.98
	95th %ile Queue Length Feet/ln	1.63	309.33	491.91	417.05	321.38	40.11	41.4	548.7	547.57	436.06	448.26	174.49
Scenario 3 - AM	95th %ile Queue Length Veh/ln	0.17	13.41	21.84	18.36	13.88	1.73	1.74	22.89	22.82	19.28	18.46	7.18
	95th %ile Queue Length Feet/ln	4.18	335.2	545.99	459.04	346.95	43.24	43.38	572.28	570.53	482.04	461.58	179.43

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Table 6. SR 9 at NW 22nd Street – PM Queue Analysis

	Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
	Approach	Northbound			Southbound			Eastbound			Westbound		
Scenario 1-PM	Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
	Storage Capacity	100	-	-	80	-	-	415	-	-	400	-	275
	95th %ile Queue Length Veh/ln	0.22	20.86	68.04	11.34	14.03	2.27	2.85	25.58	25.55	11.37	16.64	11.7
	95th %ile Queue Length Feet/ln	5.42	521.52	1701.06	283.5	350.68	56.83	71.22	639.54	638.7	284.37	415.97	292.43
Scenario 3 - PM	95th %ile Queue Length Veh/ln	0.37	23.15	80.42	11.98	15.19	2.46	3	26.89	26.83	12.79	17.17	12.03
	95th %ile Queue Length Feet/ln	9.27	578.85	2010.41	299.38	379.65	61.62	75.02	672.28	670.78	319.74	429.2	300.84

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7.2 NW 22ND AVENUE AT RUTLAND STREET

Results from the capacity and queuing analyses at this signalized intersection are shown in **Table 7** through **Table 10**.

Under all peak hour scenarios, this intersection is anticipated to operate at an overall LOS A with all individual turning movements operating at its current level of service. With the addition of the proposed future site traffic, vehicle delays are expected to experience minor increases in comparison to No Build conditions. All simulated queues are projected to be contained within the existing available storage. However, westbound queue lengths presented blocking occurrences at the proposed Rutland Street Driveway.

Therefore, the addition of the proposed development traffic is anticipated to have minimal impacts to this intersection with no additional improvements required.

Table 7. NW 22nd Avenue & Rutland Street – AM LOS

	Name	NW 22 Avenue			NW 22 Avenue				Rutland Street			Rutland Street		
	Approach	Northbound			Southbound				Eastbound			Westbound		
Scenario 1	Turning Movement	Left	Thru	Right	U-Turns	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
	Delay for Lane Group [s/veh]	3.58	2.55	2.55	3.61		2.89	2.89	72.96		72.87	80.55		
	Lane Group LOS	A	A	A	A		A	A	E		E	F		
	Approach Delay	2.56			2.92				72.92			80.55		
	Intersection Delay [s/veh]	5.75												
	Intersection LOS	A												
	Intersection V/C	0.334												
Scenario 2	Delay for Lane Group [s/veh]	3.82	2.68	2.68	3.85		3.06	3.06	72.68		72.41	80.32		
	Lane Group LOS	A	A	A	A		A	A	E		E	F		
	Approach Delay	2.69			3.09				72.57			80.32		
	Intersection Delay [s/veh]	5.89												
	Intersection LOS	A												
	Intersection V/C	0.348												
Scenario 3	Delay for Lane Group [s/veh]	5.74	3.98	3.98	6.07		4.42	4.42	67.55		66.74	77.3		
	Lane Group LOS	A	A	A	A		A	A	E		E	E		
	Approach Delay	3.99			4.52				67.29			77.3		
	Intersection Delay [s/veh]	8.22												
	Intersection LOS	A												
	Intersection V/C	0.375												

Table 8. NW 22nd Avenue & Rutland Street – PM LOS

	Name	NW 22 Avenue			NW 22 Avenue				Rutland Street			Rutland Street		
	Approach	Northbound			Southbound				Eastbound			Westbound		
Scenario 1	Turning Movement	Left	Thru	Right	U-Turns	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
	Delay for Lane Group [s/veh]	2.88	2.7	2.7	4.43		2.19	2.2	78.25		76.51	84.52		
	Lane Group LOS	A	A	A		A	A	A	E		E	F		
	Approach Delay	2.7			2.3				77.79			84.52		
	Intersection Delay [s/veh]	5.26												
	Intersection LOS	A												
	Intersection V/C	0.384												
Scenario 2	Delay for Lane Group [s/veh]	3.15	2.83	2.83	5.01		2.28	2.28	77.98		76.23	82.63		
	Lane Group LOS	A	A	A	A		A	A	E		E	F		
	Approach Delay	2.69			3.09				72.57			80.32		
	Intersection Delay [s/veh]	5.31												
	Intersection LOS	A												
	Intersection V/C	0.391												
Scenario 3	Delay for Lane Group [s/veh]	6.03	3.91	3.91	10.78		10.78	3.13	3.13		73.19	73.19		
	Lane Group LOS	A	A	A	B		B	A	A		E	E		
	Approach Delay	3.8			3.59				72.99			3.59		
	Intersection Delay [s/veh]	7.47												
	Intersection LOS	A												
	Intersection V/C	0.42												

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Table 9. NW 22nd Avenue & Rutland Street – AM Queue Analysis

	Name	NW 22 Avenue			NW 22 Avenue				Rutland Street			Rutland Street		
	Approach	Northbound			Southbound				Eastbound			Westbound		
	Turning Movement	Left	Thru	Right	U-Turns	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
	Storage Capacity [Feet]	100	-	-	100		-	-	-	-	50	-	-	-
Scenario 1-AM	95th %ile Queue Length [Veh/ln]	0.05	3.44	3.43	0.63		4.65	4.63	1.1		0.81	3.78		
	96th %ile Queue Length [Feet/ln]	1.37	86	85.84	15.74		116.31	115.74	27.54		20.31	94.49		
Scenario 3-AM	95th %ile Queue Length Veh/ln	0.07	5.41	5.4	1.18		7.07	7.04	1.61		0.77	6.09		
	96th %ile Queue Length Feet/ln	1.84	135.36	135.05	29.62		176.8	175.93	40.37		19.14	152.36		

Table 10. NW 22nd Avenue & Rutland Street – PM Queue Analysis

	Name	NW 22 Avenue			NW 22 Avenue				Rutland Street			Rutland Street		
	Approach	Northbound			Southbound				Eastbound			Westbound		
	Turning Movement	Left	Thru	Right	U-Turns	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
	Storage Capacity [Feet]	100	-	-	100		-	-	-	-	50	-	-	-
Scenario 1-PM	95th %ile Queue Length [Veh/ln]	0.08	4.77	4.76	0.63		3.12	3.11	2.54		0.92	2.38		
	96th %ile Queue Length [Feet/ln]	2.03	119.2	119.05	15.72		77.92	77.78	63.48		23.05	59.61		
Scenario 3-PM	95th %ile Queue Length Veh/ln	0.13	7.53	7.52	1.69		4.68	4.69	3.09		0.87	4.9		
	96th %ile Queue Length Feet/ln	3.28	188.28	187.93	42.19		117.31	117.31	77.36		21.74	122.47		

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7.3 NW 22ND AVENUE AT SERVICE ROAD

Under all future build scenarios, this un-signalized intersection is anticipated to operate at an overall LOS B with the eastbound and westbound movements operating at LOS B. Therefore, the addition of the proposed development traffic is anticipated to have minimal impacts to this intersection with no additional improvements required. Results from the capacity at this un-signalized intersection are shown in **Table 11** through **Table 12**.

After the addition of the proposed development trips, the VISTRO simulation yielded a total maximum queue of 1 vehicle along the eastbound and westbound during the AM and PM peak periods. Results from the capacity at this un-signalized intersection are shown in **Table 13** through **Table 14**.

Table 11. NW 22nd Avenue & Service Road – AM LOS

	Name	NW 22 Avenue			NW 22 Avenue			Service Road			Service Road		
	Approach	Northbound			Southbound			Eastbound			Westbound		
	Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Scenario 1	Lane Group LOS	-	-	-	-	-	-	-	-	B	-	-	B
	Approach Delay	-			-			13.69			12.49		
	Intersection Delay [s/veh]	0.14											
	Intersection LOS	B											
	Intersection V/C	-											
Scenario 2	Lane Group LOS	-	-	-	-	-	-	-	-	B	-	-	B
	Approach Delay	-			-			13.98			12.69		
	Intersection Delay [s/veh]	0.13											
	Intersection LOS	B											
	Intersection V/C	-											
Scenario 3	Lane Group LOS	-	-	-	-	-	-	-	-	B	-	-	B
	Approach Delay	-	-	-	-	-	-	14.07			12.69		
	Intersection Delay [s/veh]	0.13											
	Intersection LOS	B											
	Intersection V/C	-											

Table 12. NW 22nd Avenue & Service Road – PM LOS

	Name	NW 22 Avenue			NW 22 Avenue			Service Road			Service Road		
	Approach	Northbound			Southbound			Eastbound			Westbound		
	Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Scenario 1	Lane Group LOS	-	-	-	-	-	-	-	-	B	-	-	C
	Approach Delay	-			-			13.13			17.93		
	Intersection Delay [s/veh]	0.11											
	Intersection LOS	C											
	Intersection V/C	-											
Scenario 2	Lane Group LOS	-	-	-	-	-	-	-	-	B	-	-	C
	Approach Delay	-			-			13.37			18.59		
	Intersection Delay [s/veh]	0.11											
	Intersection LOS	C											
	Intersection V/C	-											
Scenario 3	Lane Group LOS	-	-	-	-	-	-	-	-	B	-	-	C
	Approach Delay							13.34			18.17		
	Intersection Delay [s/veh]	0.12											
	Intersection LOS	C											
	Intersection V/C	-											

Table 13. NW 22nd Avenue & Service Road – AM Queue Analysis

	Name	NW 22 Avenue			NW 22 Avenue			Service Road			Service Road		
	Approach	Northbound			Southbound			Eastbound			Westbound		
	Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Scenario 1-AM	95th %ile Queue Length [Veh/ln]	-	-	-	-	-	-	-	-	0.07	-	-	0.06
	96th %ile Queue Length [Feet/ln]	-	-	-	-	-	-	-	-	1.81	-	-	1.56
Scenario 3-AM	95th %ile Queue Length Veh/ln	-	-	-	-	-	-	-	-	0.08	-	-	0.07
	96th %ile Queue Length Feet/ln	-	-	-	-	-	-	-	-	1.89	-	-	1.63

Table 14. NW 22nd Avenue & Service Road – PM Queue Analysis

	Name	NW 22 Avenue			NW 22 Avenue			Service Road			Service Road		
	Approach	Northbound			Southbound			Eastbound			Westbound		
	Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Scenario 1-PM	95th %ile Queue Length [Veh/ln]	-	-	-	-	-	-	-	-	0.05	-	-	0.12
	96th %ile Queue Length [Feet/ln]	-	-	-	-	-	-	-	-	1.18	-	-	2.95
Scenario 3-PM	95th %ile Queue Length Veh/ln	-	-	-	-	-	-	-	-	0.07	-	-	0.11
	96th %ile Queue Length Feet/ln	-	-	-	-	-	-	-	-	1.74	-	-	2.73

7.4 NW 22ND AVENUE & DRIVEWAY

The proposed driveway is located within the exclusive northbound NW 22nd Avenue right turn at SR 9.

With the addition of background traffic and site generated traffic, short delays are expected for the westbound right turn movements exiting the proposed development during the AM and PM periods. It is important to reiterate that ingress and egress through this driveway will be performed by right turn movements only through.

As entrance maneuvers are to be performed by uncontrolled right turn movements, no queues are expected along the mainline.

Results from the capacity and queue analyses are summarized in **Table 15** through **Table 16**.

Table 15. NW 22nd Avenue & Driveway – AM & PM LOS Analysis

	Name	NW 22 Avenue			NW 22 Avenue			-			Driveway		
	Approach	Northbound			Southbound			-			Westbound		
	Turning Movement	Left	Thru	Right	Left	Thru	Right	-	-	-	Left	Thru	Right
Scenario 3-AM	Lane Group LOS	-	-	-	-	-	-	-	-	-	-	-	B
	Approach Delay	-			-			-			11.26		
	Intersection Delay [s/veh]	0.18											
	Intersection LOS	B											
	Intersection V/C	-											
Scenario 3-PM	Lane Group LOS	-	-	-	-	-	-	-	-	-	-	-	C
	Approach Delay	-			-			-			16.14		
	Intersection Delay [s/veh]	0.17											
	Intersection LOS	C											
	Intersection V/C	-											

Table 16. NW 22nd Avenue & Driveway – AM & PM LOS Analysis

	Name	NW 22 Avenue			NW 22 Avenue			-			Rutland Street		
	Approach	Northbound			Southbound			-			Westbound		
	Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Scenario 3-AM	95th %ile Queue Length [Veh/ln]	-	-	-	-	-	-	-	-	-	-	-	0.07
	96th %ile Queue Length [Feet/ln]	-	-	-	-	-	-	-	-	-	-	-	1.82
Scenario 3-PM	95th %ile Queue Length Veh/ln	-	-	-	-	-	-	-	-	-	-	-	0.16
	96th %ile Queue Length Feet/ln	-	-	-	-	-	-	-	-	-	-	-	3.93

7.5 RUTLAND STREET & DRIVEWAY

This driveway is proposed to be located ±150 feet east of NW 22nd Avenue along Ruland Street. Ingress and egress will allow left turn maneuvers.
VISTRO simulation yielded acceptable Level of Services overall forecasting delays of 2.71 and 3.52 sec/veh. during the AM and PM, respectively.

Westbound queues at the intersection of NW 22nd Avenue at Rutland Street are expected to extend up to ±150 feet blocking the proposed driveway. Said blockages cause the eastbound left traffic at the proposed driveway; VISTRO traffic simulation forecasted queue lengths of 1 vehicle during the AM and PM peak hours respectively. Although queues appear to be minimal, the implementation of "DO NOT BLOCK INTERSECTION' sign R10-7 and pavement markings are recommended to mitigate potential intersection conflict points.

Results from the capacity and queue analyses are summarized in **Table 17** through **Table 18**.

Table 17. Rutland Street & Driveway – AM & PM LOS Analysis

	Name	Driveway			Rutland Street			Rutland Street			-		
	Approach	Southbound			Eastbound			Westbound			-		
	Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	-	-	-
Scenario 3-AM	Lane Group LOS	A	-	A	A	A	-	-	A	A	-	-	-
	Approach Delay	9.0			2.38			-			-		
	Intersection Delay [s/veh]	2.65											
	Intersection LOS	A											
	Intersection V/C	-											
Scenario 3-PM	Lane Group LOS	A	-	A	A	A	-	-	A	A	-	-	-
	Approach Delay	8.33			2.34			-			-		
	Intersection Delay [s/veh]	3.52											
	Intersection LOS	A											
	Intersection V/C	-											

Table 18. Rutland Street & Driveway – AM & PM LOS Analysis

	Name	Driveway			Rutland Street			Rutland Street			-		
	Approach	Southbound			Eastbound			Westbound			-		
	Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	-	-	-
Scenario 3-AM	95th %ile Queue Length [Veh/ln]	0.13	-	0.13	0.03	0.03	-	-	0	0	-	-	-
	96th %ile Queue Length [Feet/ln]	3.25	-	3.25	0.85	0.85	-	-	0	0	-	-	-
Scenario 3-PM	95th %ile Queue Length Veh/ln	0.14	-	0.14	0.04	0.04	-	-	0	0	-	-	-
	96th %ile Queue Length Feet/ln	3.43	-	3.43	1.12	1.12	-	-	0	0	-	-	-

8.0 CONCURRENCY ANALYSIS

Pursuant to the Miami-Dade County Concurrency Management System, the study area traffic count station on the roadway adjacent to the Amendment Site has to be operating at an acceptable level of service during the peak hour period of the proposed development. Available capacity and acceptable level of service is maintained for the adjacent count station, and the study area roadway segment, meet the traffic concurrency standards from the Miami-Dade County.

Please refer to **Table 19** for a summary of the concurrency analysis.

Table 19. NW 22nd Avenue – Concurrency Analysis

Station	Location	LOS D Traffic Volume	2020 PM Peak Volume	2024 PM Peak Volume	PM Peak Forecasted Trips	Buildout Traffic Volume
991300	NW 22ND AVENUE South OF SERVICE RD	2,920*	2,046	2,127	122	2,249

Note*- LOS traffic Volume was taken from the Florida Department of Transportation (FDOT) Generalized Peak Hour Two-Way Table 4.

As summarized on **Table 19**, the trip generation yielded a total of 122 PM peak hour vehicle trips forecasted to travel through NW 22nd Avenue without negatively impacting the adopted LOS traffic volumes.

Please refer to **Appendix G** for FDOT generalized LOS table.

8.0 PARKING ANALYSIS

Parking Calculations were performed as per the City of Opa-Locka Municipality Code. Please refer to the site plan provided in **Appendix A.**

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8.0 CONCLUSSIONS AND RECOMENDATIONS

Caltran Engineering Group was retained to perform a traffic impact analysis (TIA) for a proposed Gas Station with a convenience store, as well as a proposed retail space located in 14585 NW 22nd Avenue under Folio No. 082122-005-0690.

This report presents trip generation, distribution, traffic analyses, and recommendations for transportation improvements required to meet anticipated traffic demands in conjunction with the development. The traffic conditions studied include the existing (2022) traffic condition as well as the projected (2024) background and build-out traffic conditions.

The proposed gas station will consist of 6 pumps, in addition to the proposed 1,600 Sqf of retail space and has the potential to generate 1,902 daily weekday trips for the proposed driveways. Out of the total weekday daily trips, 105 driveway trips are anticipated to occur during the AM peak hour and 122 driveway trips are expected to occur during the PM peak hour.

Based on the results of the traffic analysis, the future impacts associated with the proposed development are anticipated to be minimal overall, with some deterioration in operations anticipated at the signalized intersections of SR 9 and Rutland Street along NW 22nd Avenue. As a result, the following improvements are recommended as mitigation measures:

(SPACE INTENTIONALLY LEFT BLANK)

NW 22nd Avenue at SR 9

A split optimization of its current TOD, signal timing, anticipates traffic improvements after the addition of the forecasted growth and potential trip generation. Said process yielded the results summarized in Section 7, Capacity Analysis, Table 4.

AM and PM Signal Timing are illustrated on ***Exhibit 10*** and ***Exhibit 11***, respectively.

Cycle Length [s]	160											
Coordination Type	Time of Day Pattern Coordinated											
Actuation Type	Semi-actuated											
Lost time [s]	0.00											
Control Type	ProtPer	Permiss	Permiss	ProtPer	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	6	1	0	5	2	0	3	8	0	7	4	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	7	0	5	7	0	5	18	0	5	18	0
Maximum Green [s]	30	50	0	30	50	0	22	50	0	22	50	0
Amber [s]	4.0	4.0	0.0	4.0	4.0	0.0	4.8	3.0	0.0	4.8	3.0	0.0
All red [s]	2.0	2.2	0.0	2.0	2.2	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Split [s]	11	50	0	29	68	0	12	52	0	29	69	0
Walk [s]	0	7	0	0	7	0	0	7	0	0	7	0
Pedestrian Clearance [s]	0	36	0	0	36	0	0	32	0	0	32	0

Exhibit 10. AM- SR9 at NW 22 Ave – Proposed Signal Timing

Cycle Length [s]	160											
Coordination Type	Time of Day Pattern Coordinated											
Actuation Type	Semi-actuated											
Lost time [s]	0.00											
Control Type	ProtPer	Permiss	Permiss	ProtPer	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	6	1	0	5	2	0	3	8	0	7	4	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	7	0	5	7	0	5	18	0	5	18	0
Maximum Green [s]	30	50	0	30	50	0	22	50	0	22	50	0
Amber [s]	4.0	4.0	0.0	4.0	4.0	0.0	4.8	4.8	0.0	4.8	4.8	0.0
All red [s]	2.0	2.2	0.0	2.0	2.2	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Split [s]	32	62	0	26	56	0	21	52	0	21	52	0
Walk [s]	0	7	0	0	7	0	0	7	0	0	7	0
Pedestrian Clearance [s]	0	36	0	0	36	0	0	32	0	0	32	0

Exhibit 11. PM- SR9 at NW 22 Ave – Proposed Signal Timing

Rutland Street and Proposed Driveway

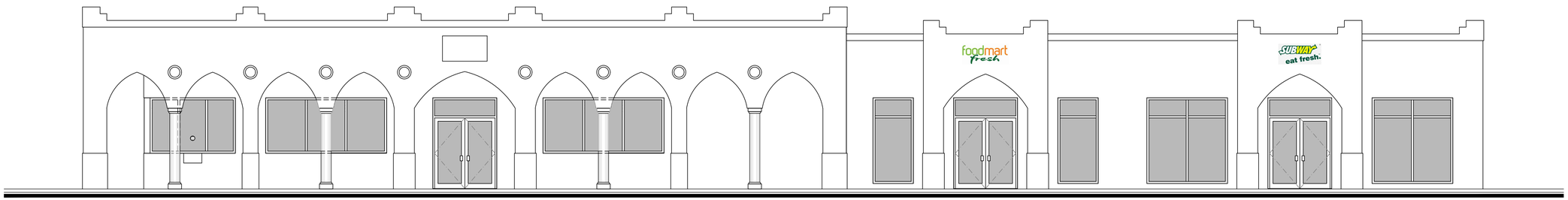
Traffic simulation forecasted ±150 feet of westbound queues at the intersection of NW 22nd Avenue at Rutland Street. Said queues could potentially create conflict points at the proposed development access point. Although, VISTRO simulation did not yield excessive queues, the implementation of "DO NOT BLOCK INTERSECTION' sign R10-7 and pavement markings are recommended to mitigate potential intersection conflict points.

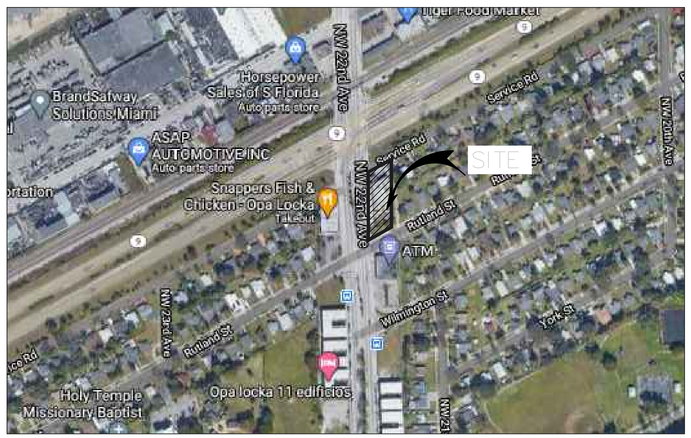
Beyond the above-mentioned improvements, no other offsite geometric or traffic control improvements are recommended as part of the proposed development.

APPENDIX A
Architectural Site Plan

NEW C-STORE AND GAS STATION
UNBRANDED

14585 NW 22 AVENUE
OPA-LOCKA, FLORIDA 33054





AERIAL MAP

SCALE : N.T.S.

NORTH

BUILDING AND ZONING CRITERIA

ZONING CRITERIA
PER MUNICODE (MC) CITY OF OPA-LOCKA:
NC Neighborhood Center

		ALLOWED REQUIRED	PROVIDED
ZONING	B-2: COMMERCIAL LIBERAL BUSINESS DISTRICT		
LOT SIZE		N/A	21,960 SQ. FT.
SETBACKS			
PRINCIPAL BUILDING	FRONT (WEST)	10'-0" MIN.	57'-3" NEW
	SIDE STREET (NORTH)	15'-0" MIN.	15'-1" NEW
	SIDE STREET (SOUTH)	15'-0" MIN.	15'-1" NEW
	REAR (EAST)	0'-0" MIN.	4" NEW
FUEL CANOPY	FRONT (WEST)		20'-5 3/4" NEW
	SIDE STREET (NORTH)		58'-9" NEW
	SIDE STREET (SOUTH)		20'-3" NEW
BUILDING HEIGHT		55'-0" MAX./ 4 STORIES	18'-0" NEW 1 STORY
BUILDING AREA			
CONVENIENCE STORE			1,975 SQ. FT.
RETAIL SPACE #1			802 SQ. FT.
RETAIL SPACE #2			802 SQ. FT.
METAL CANOPY			1,440 SQ. FT.
CARWASH			808 SQ. FT.
LOT COVERAGE	21,960 SQ. FT. X 50%	10,980 SQ. FT. MAX.	5,827 SQ. FT.
LANDSCAPE OPEN SPACE	21,960 SQ. FT. X 20%	4,392 SQ. FT. MIN.	4,422 SQ. FT.
REQUIRED PARKING			
SERVICE STATION (1 P.S. PER 200 S.Q.)	3,579 SQ. FT./ 500	7.1 P.S. REQUIRED	9 P.S. PROVIDED
HANDICAP PARKING	(1 P.S. PER 25 P.S.)	1 P.S. REQUIRED	1 P.S. PROVIDED FROM TOTAL ABOVE

FLOOD ZONE : "X"

FIALLO'S MEP
DESIGN, INC

10010 SW 83rd ST.
Miami, Florida 33173
305.877.1845
Jfiallo@fiallomepdesign.com

CA# 28637

NEW C-STORE & GAS STATION
UNBRANDED
14585 NW 22 Avenue
OPA-LOCKA, Florida 33054

JORGE FIALLO
FLORIDA P.E. #65527
Drawings not valid unless Signed, Sealed and Dated by a Registered Professional

NO.	REVISIONS	DATE
1		
2		
3		
4		
5		

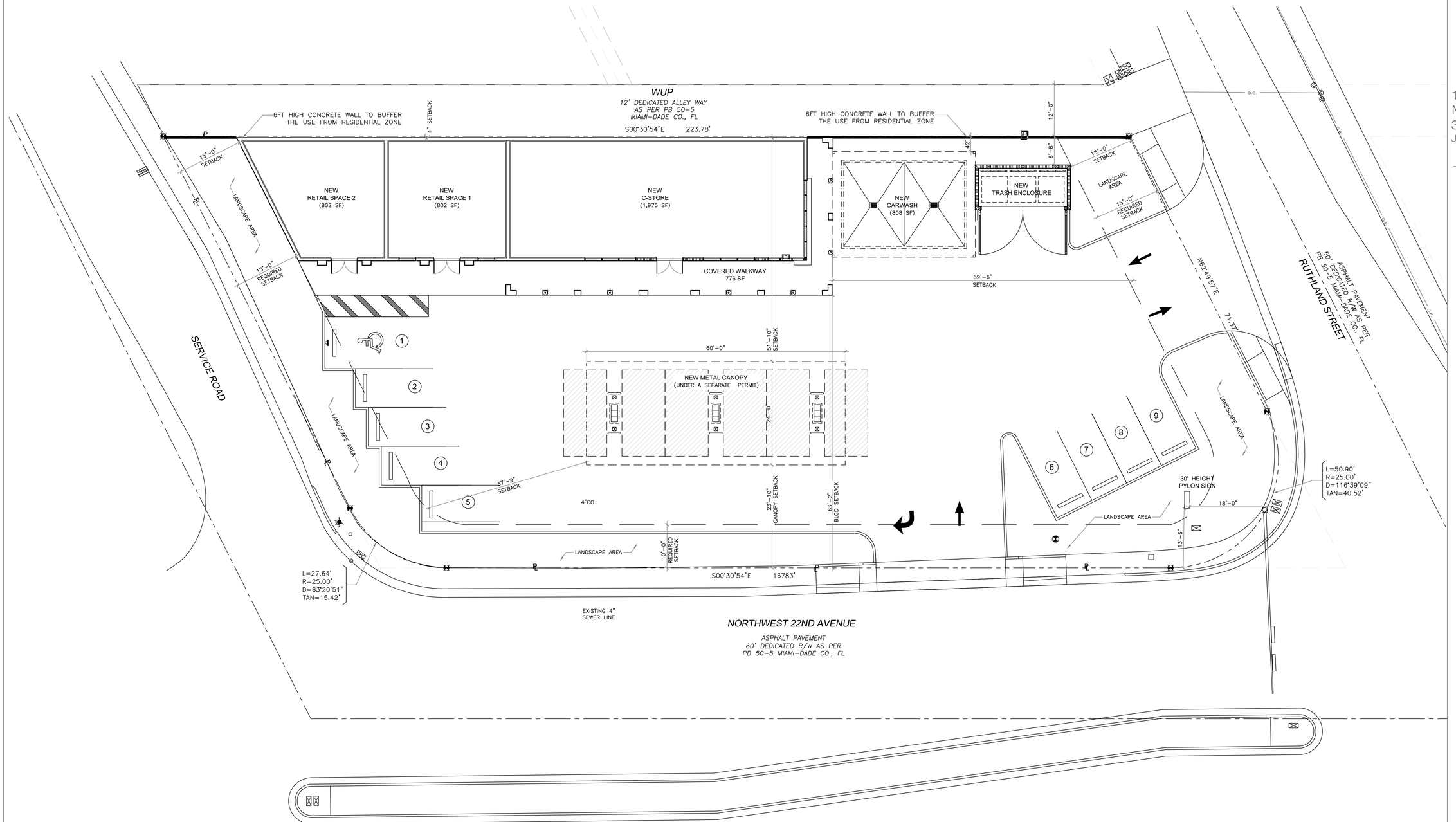
JOB NUMBER:
20-200-00585

ISSUE DATE:	DEC. 2020
DRAWN BY:	
CHECKED BY:	J. FIALLO
ISSUE:	-

COVER SHEET

A-0.0

SHEET NUMBER



ARCHITECTURAL GROUND SITE PLAN

SCALE : 3/32" = 1'-0"

NORTH

FIALLO'S MEP DESIGN, INC

10010 SW 83rd ST.
Miami, Florida 33173
305.877.1845
Jfiallo@fiallomepdesign.com

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NO.	REVISIONS	DATE

JOB NUMBER: 20-200-00585

ISSUE DATE:	DEC. 2020
DRAWN BY:	
CHECKED BY:	J. FIALLO
ISSUE:	-

SITE PLAN

A-1.0

SHEET NUMBER

APPENDIX B
Trip Generation
OTISS Reports

Land Use: 945
Convenience Store/Gas Station

Description

A convenience store/gas station is a facility with a co-located convenience store and gas station. The convenience store sells grocery and other everyday items that a person may need or want as a matter of convenience. The gas station sells automotive fuels such as gasoline and diesel.

A convenience store/gas station is typically located along a major thoroughfare to optimize motorist convenience. Extended hours of operation (with many open 24 hours, 7 days a week) are common at these facilities.

The convenience store product mix typically includes pre-packaged grocery items, beverages, dairy products, snack foods, confectionary, tobacco products, over-the-counter drugs, and toiletries. A convenience store may sell alcohol, often limited to beer and wine. Coffee and pre-made sandwiches are also commonly sold at a convenience store. Made-to-order food orders are sometimes offered. Some stores offer limited seating.

The sites in this land use include both self-pump and attendant-pumped fueling positions and both pre-pay and post-pay operations.

Convenience store (Land Use 851), gasoline/service station (Land Use 944), and truck stop (Land Use 950) are related uses.

Land Use Subcategory

Multiple subcategories were added to this land use to allow for multi-variable evaluation of sites with single-variable data plots. All study sites are assigned to one of three subcategories, based on the number of vehicle fueling positions (VFP) at the site: between 2 and 8 VFP, between 9 and 15 VFP, and between 16 and 24 VFP. For each VFP range subcategory, data plots are presented with GFA as the independent variable for all time periods and trip types for which data are available. The use of both GFA and VFP (as the independent variable and land use subcategory, respectively) provides a significant improvement in the reliability of a trip generation estimate when compared to the single-variable data plots in prior editions of *Trip Generation Manual*.

Further, the study sites were also assigned to one of three other subcategories, based on the gross floor area (GFA) of the convenience store at the site: between 2,000 and 4,000 square feet, between 4,000 and 5,500 square feet, and between 5,500 and 10,000 square feet. For each GFA subcategory range, data plots are presented with VFP as the independent variable for all time periods and trip types for which data are available. The use of both VFP and GFA (as the independent variable and land use subcategory, respectively) provides a significant improvement in the reliability of a trip generation estimate when compared to the single-variable data plots in prior editions of *Trip Generation Manual*.

When analyzing the convenience store/gas station land use with each combination of GFA and VFP values as described above, the two sets of data plots will produce two estimates of site-generated trips. Both values can be considered when determining a site trip generation estimate.

Data plots are also provided for three additional independent variables: AM peak hour traffic on adjacent street, PM peak hour traffic on adjacent street, and employees. These independent variables are intended to be analyzed as single independent variables and do not have sub-categories associated with them. Within the data plots and within the ITETripGen web app, these plots are found under the land use subcategory "none."

Additional Data

ITE recognizes there are existing convenience store/gas station sites throughout North America that are larger than the sites presented in the data plots. However, the ITE database does not include any site with more than 24 VFP or any site with gross floor area greater than 10,000 square feet. Submission of trip generation data for larger sites is encouraged.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), Arkansas, California, Connecticut, Delaware, Florida, Indiana, Iowa, Kentucky, Maryland, Massachusetts, Minnesota, Nevada, New Hampshire, New Jersey, Pennsylvania, Rhode Island, South Dakota, Texas, Utah, Vermont, Washington, and Wisconsin.

Source Numbers

221, 245, 274, 288, 300, 340, 350, 351, 352, 355, 359, 385, 440, 617, 718, 810, 813, 844, 850, 853, 864, 865, 867, 869, 882, 883, 888, 904, 926, 927, 936, 938, 954, 960, 962, 977, 1004, 1024, 1025, 1027, 1052

Convenience Store/Gas Station - GFA (2-4k) (945)

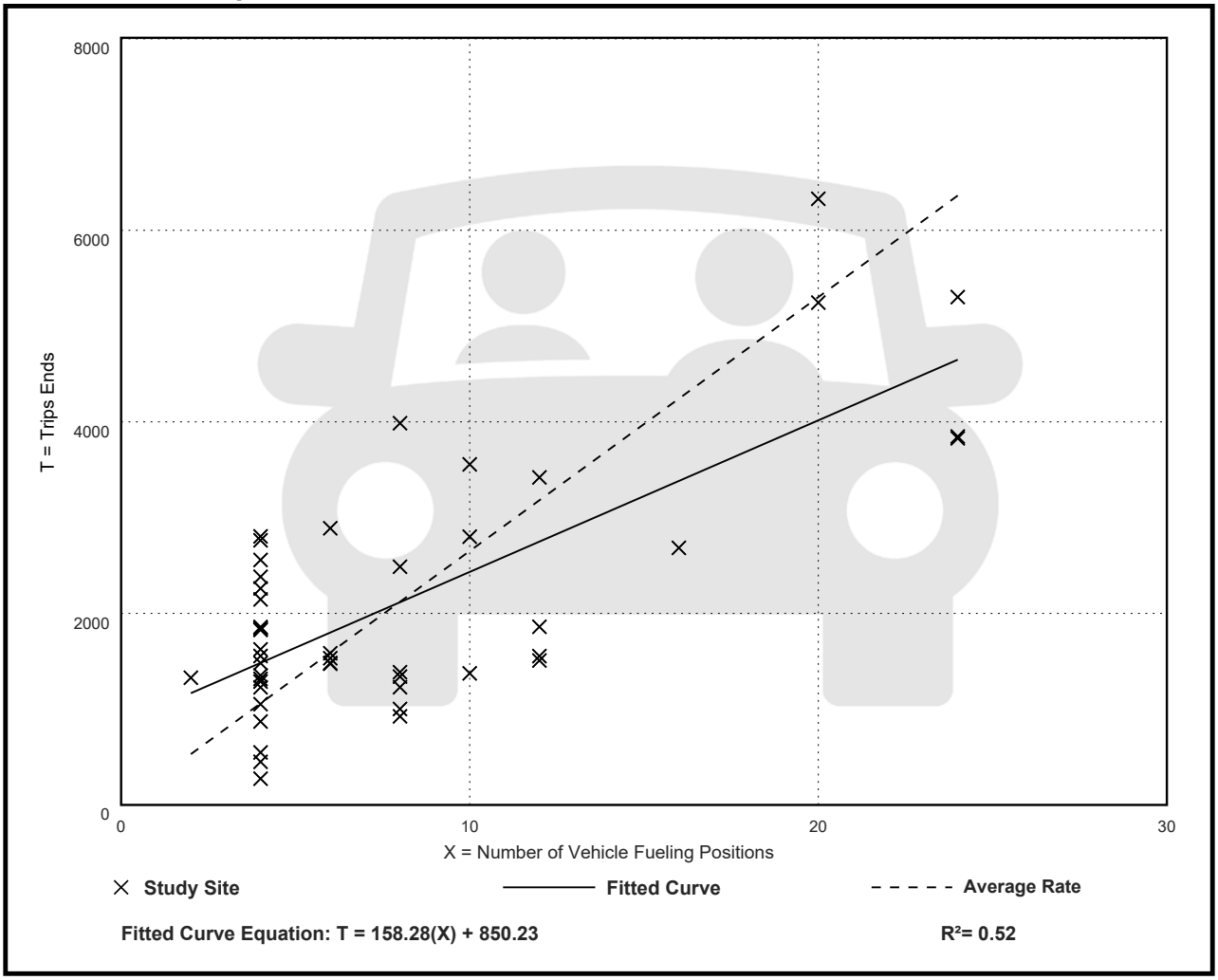
Vehicle Trip Ends vs: Vehicle Fueling Positions
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 48
Avg. Num. of Vehicle Fueling Positions: 8
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
265.12	68.50 - 701.00	142.37

Data Plot and Equation



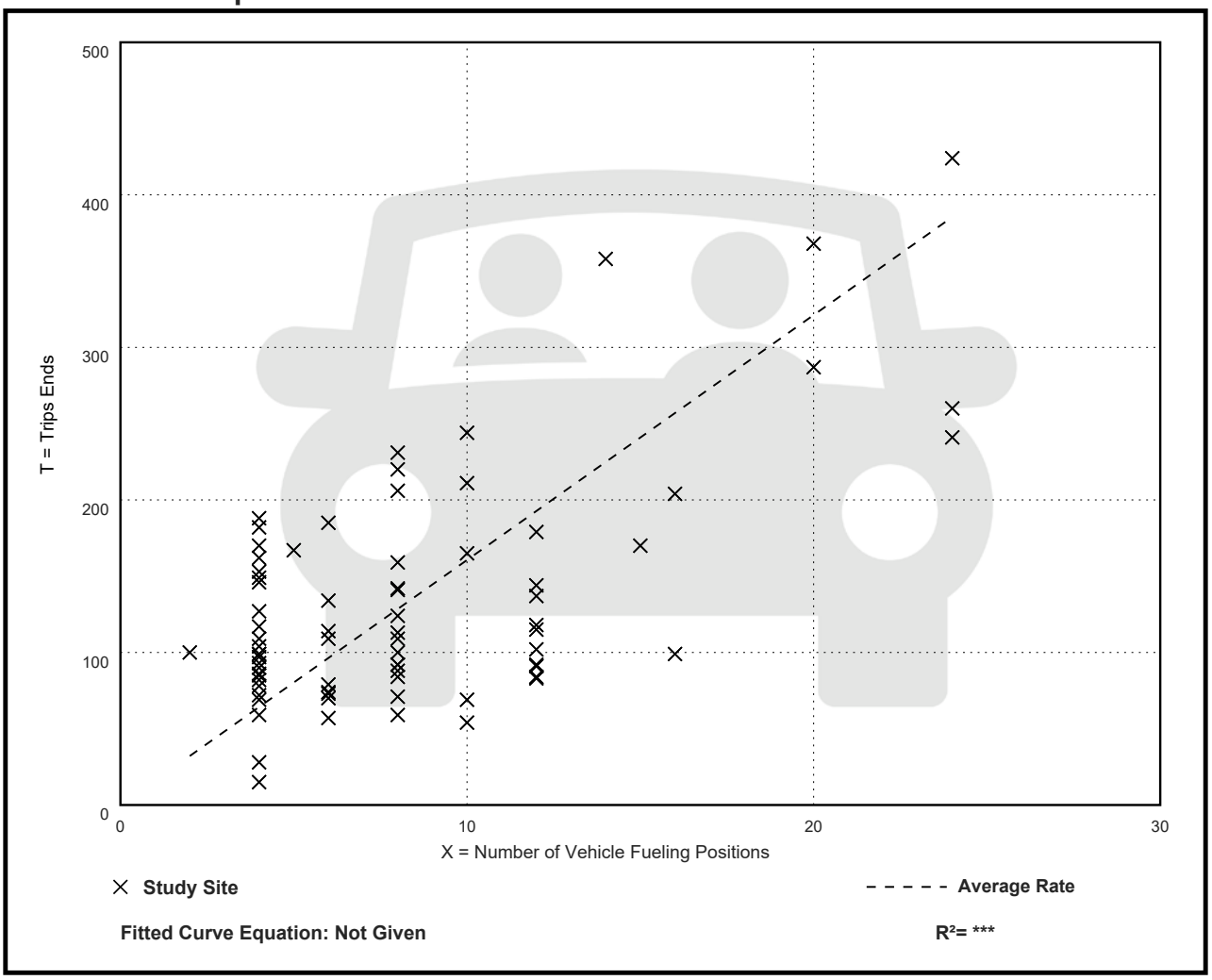
Convenience Store/Gas Station - GFA (2-4k) (945)

Vehicle Trip Ends vs: Vehicle Fueling Positions
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 76
Avg. Num. of Vehicle Fueling Positions: 8
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
16.06	3.75 - 50.00	8.79

Data Plot and Equation



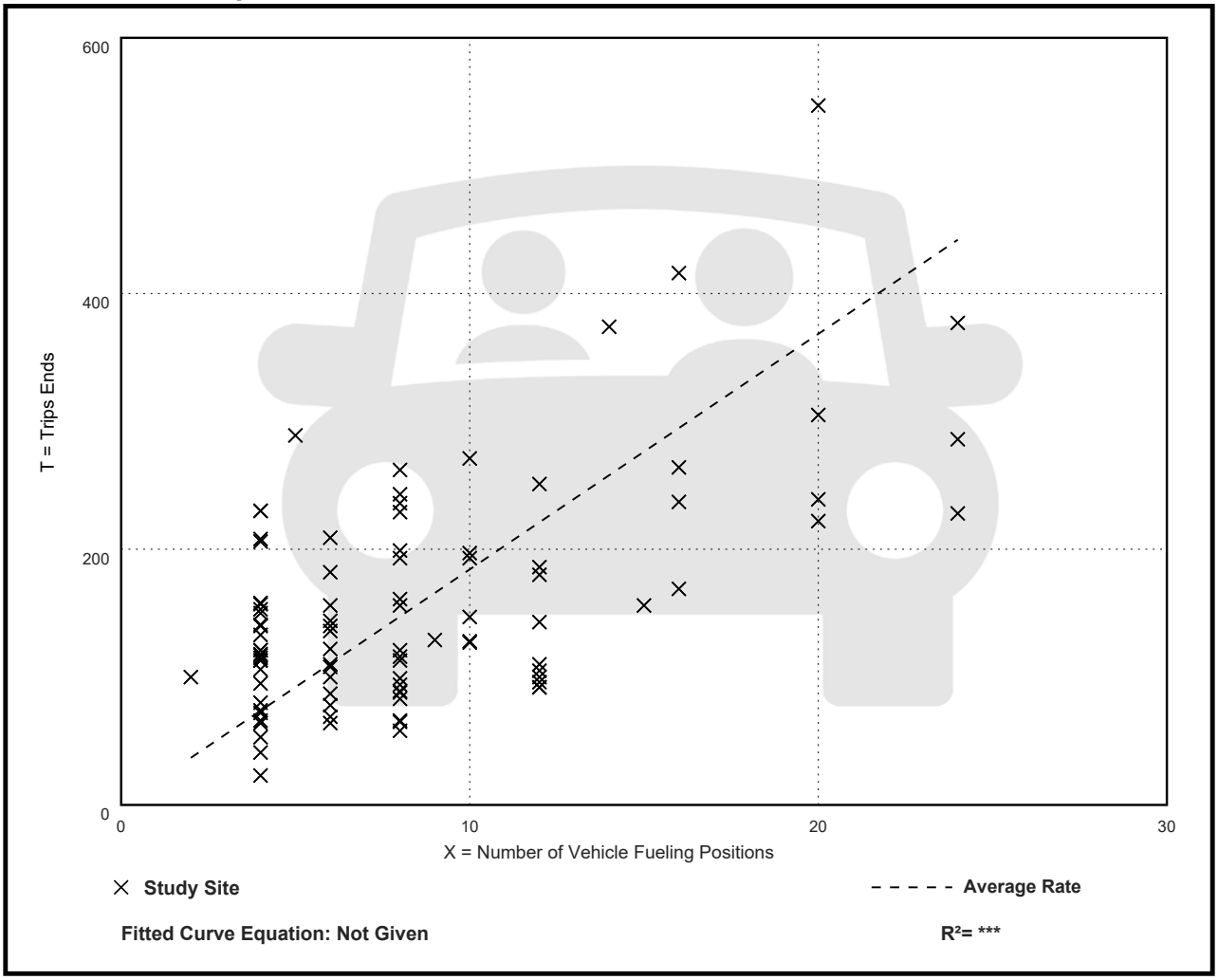
Convenience Store/Gas Station - GFA (2-4k) (945)

Vehicle Trip Ends vs: Vehicle Fueling Positions
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 93
Avg. Num. of Vehicle Fueling Positions: 8
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
18.42	5.75 - 57.80	10.16

Data Plot and Equation



Land Use	Size	Weekday		Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.		Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.	
		Entry	Exit	Entry	Exit	Entry	Exit
945 - Convenience Store/Gas Station - GFA (2-4k) (General Urban/Suburban)	6 Vehicle Fueling Positions	900	900	50	50	56	55
Reduction		0	0	0	0	0	0
Internal		0	0	0	0	0	0
Pass-by		0	0	0	0	0	0
Non-pass-by		900	900	50	50	56	55
814 - Variety Store (General Urban/Suburban)	1.6 1000 Sq. Ft. GFA	51	51	2	3	6	5
Reduction		0	0	0	0	0	0
Internal		0	0	0	0	0	0
Pass-by		0	0	0	0	0	0
Non-pass-by		51	51	3	2	6	5
Total		951	951	51	50	62	60
Total Reduction		0	0	0	0	0	0
Total Internal		0	0	0	0	0	0
Total Pass-by		0	0	0	0	0	0
Total Non-pass-by		951	951	52	53	62	60

APPENDIX C

Trip Distribution

Miami-Dade 2015 Base Year Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
235	3135	Trips	114	67	28	102	109	105	72	99	697
235	3135	Percent	16.3	9.6	4.1	14.7	15.7	15.1	10.4	14.2	
236	3136	Trips	621	379	200	591	604	546	306	419	3,715
236	3136	Percent	16.9	10.4	5.5	16.1	16.5	14.9	8.4	11.4	
237	3137	Trips	166	95	43	98	124	112	87	136	867
237	3137	Percent	19.3	11.1	5.0	11.4	14.4	13.0	10.1	15.8	
238	3138	Trips	1,665	434	147	518	753	691	578	1,071	6,038
238	3138	Percent	28.4	7.4	2.5	8.9	12.9	11.8	9.9	18.3	
239	3139	Trips	261	40	53	160	211	218	120	119	1,190
239	3139	Percent	22.1	3.4	4.5	13.6	17.9	18.5	10.2	10.1	
240	3140	Trips	608	142	115	349	508	413	221	329	2,739
240	3140	Percent	22.7	5.3	4.3	13.0	18.9	15.4	8.2	12.2	
241	3141	Trips	93	22	23	60	76	95	55	61	484
241	3141	Percent	19.2	4.6	4.8	12.4	15.6	19.7	11.3	12.6	
242	3142	Trips	726	408	214	758	587	644	433	526	4,502
242	3142	Percent	16.9	9.5	5.0	17.6	13.7	15.0	10.1	12.3	
243	3143	Trips	388	154	79	258	378	269	230	212	1,993
243	3143	Percent	19.7	7.8	4.0	13.1	19.2	13.7	11.7	10.8	
244	3144	Trips	526	285	176	458	591	451	223	335	3,172
244	3144	Percent	17.3	9.4	5.8	15.1	19.4	14.8	7.3	11.0	
245	3145	Trips	499	261	197	355	545	297	269	338	2,821
245	3145	Percent	18.1	9.4	7.1	12.9	19.7	10.8	9.8	12.2	
246	3146	Trips	415	252	108	321	386	285	222	238	2,236
246	3146	Percent	18.6	11.3	4.9	14.4	17.3	12.8	10.0	10.7	
247	3147	Trips	326	283	161	339	390	370	161	177	2,236
247	3147	Percent	14.8	12.8	7.3	15.4	17.7	16.8	7.3	8.0	
248	3148	Trips	511	307	195	466	604	407	232	335	3,161
248	3148	Percent	16.7	10.0	6.4	15.2	19.8	13.3	7.6	11.0	
249	3149	Trips	361	233	134	260	318	264	105	230	1,942
249	3149	Percent	18.9	12.3	7.0	13.6	16.7	13.9	5.5	12.1	
250	3150	Trips	874	581	389	806	1,083	598	340	481	5,411
250	3150	Percent	17.0	11.3	7.6	15.7	21.0	11.6	6.6	9.3	
251	3151	Trips	390	288	88	356	332	181	238	249	2,151
251	3151	Percent	18.4	13.6	4.1	16.8	15.7	8.5	11.2	11.7	
252	3152	Trips	319	327	167	390	561	313	213	336	2,683
252	3152	Percent	12.1	12.5	6.4	14.9	21.4	11.9	8.1	12.8	
253	3153	Trips	103	106	56	137	180	128	71	161	942
253	3153	Percent	10.9	11.3	6.0	14.6	19.1	13.6	7.5	17.1	
254	3154	Trips	257	244	169	234	383	217	213	273	2,000
254	3154	Percent	12.9	12.3	8.5	11.8	19.3	10.9	10.7	13.7	
255	3155	Trips	597	489	369	680	794	271	407	440	4,143
255	3155	Percent	14.7	12.1	9.1	16.8	19.6	6.7	10.1	10.9	
256	3156	Trips	257	321	150	274	382	243	163	253	2,102
256	3156	Percent	12.6	15.7	7.3	13.4	18.7	11.9	8.0	12.4	
257	3157	Trips	567	480	283	498	684	391	290	499	3,788
257	3157	Percent	15.4	13.0	7.7	13.5	18.5	10.6	7.8	13.5	
258	3158	Trips	368	195	138	309	350	157	114	187	1,850
258	3158	Percent	20.3	10.7	7.6	17.0	19.2	8.7	6.3	10.3	
259	3159	Trips	393	436	210	388	461	355	255	392	2,907
259	3159	Percent	13.6	15.1	7.3	13.4	16.0	12.3	8.8	13.6	
260	3160	Trips	436	389	235	359	498	393	235	439	3,076
260	3160	Percent	14.6	13.0	7.9	12.0	16.7	13.2	7.9	14.7	

Miami-Dade 2045 Cost Feasible Plan Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
235	3135	Trips	228	130	35	155	229	238	100	232	1,374
235	3135	Percent	16.9	9.7	2.6	11.5	17.0	17.7	7.5	17.2	
236	3136	Trips	561	329	182	633	600	545	288	405	3,704
236	3136	Percent	15.8	9.3	5.2	17.9	16.9	15.4	8.1	11.4	
237	3137	Trips	173	142	55	114	149	95	100	108	951
237	3137	Percent	18.5	15.2	5.8	12.2	15.9	10.1	10.7	11.6	
238	3138	Trips	1,932	396	226	777	1,149	912	817	1,136	7,707
238	3138	Percent	26.3	5.4	3.1	10.6	15.6	12.4	11.1	15.5	
239	3139	Trips	302	58	52	247	343	288	131	232	1,696
239	3139	Percent	18.3	3.5	3.1	14.9	20.8	17.5	7.9	14.0	
240	3140	Trips	548	128	91	451	553	454	270	330	2,873
240	3140	Percent	19.4	4.5	3.2	16.0	19.6	16.1	9.6	11.7	
241	3141	Trips	171	29	34	143	172	94	73	116	842
241	3141	Percent	20.6	3.5	4.1	17.2	20.7	11.3	8.8	13.9	
242	3142	Trips	862	376	274	888	865	793	506	537	5,321
242	3142	Percent	16.9	7.4	5.4	17.4	17.0	15.5	9.9	10.5	
243	3143	Trips	368	126	131	344	387	337	287	308	2,309
243	3143	Percent	16.1	5.5	5.7	15.1	16.9	14.7	12.5	13.5	
244	3144	Trips	678	283	165	606	664	549	361	432	3,858
244	3144	Percent	18.1	7.6	4.4	16.2	17.8	14.7	9.7	11.6	
245	3145	Trips	581	324	164	467	544	361	307	322	3,119
245	3145	Percent	18.9	10.6	5.3	15.2	17.7	11.8	10.0	10.5	
246	3146	Trips	354	242	155	445	461	390	300	333	2,696
246	3146	Percent	13.2	9.0	5.8	16.6	17.2	14.6	11.2	12.4	
247	3147	Trips	424	321	188	365	514	435	310	267	2,882
247	3147	Percent	15.0	11.4	6.6	12.9	18.2	15.4	11.0	9.4	
248	3148	Trips	581	373	164	491	702	556	297	369	3,576
248	3148	Percent	16.5	10.6	4.6	13.9	19.9	15.7	8.4	10.4	
249	3149	Trips	340	213	122	397	573	347	202	225	2,443
249	3149	Percent	14.1	8.8	5.1	16.4	23.7	14.3	8.3	9.3	
250	3150	Trips	1,386	901	613	1,185	1,387	950	577	688	8,004
250	3150	Percent	18.0	11.7	8.0	15.4	18.0	12.4	7.5	9.0	
251	3151	Trips	404	305	141	404	544	318	187	303	2,700
251	3151	Percent	15.5	11.7	5.4	15.5	20.9	12.2	7.2	11.6	
252	3152	Trips	502	365	195	437	630	480	394	418	3,494
252	3152	Percent	14.7	10.7	5.7	12.8	18.4	14.0	11.5	12.2	
253	3153	Trips	128	150	98	213	254	136	101	120	1,245
253	3153	Percent	10.6	12.5	8.2	17.8	21.2	11.3	8.4	10.0	
254	3154	Trips	488	378	177	393	582	313	341	380	3,061
254	3154	Percent	16.0	12.4	5.8	12.9	19.1	10.2	11.2	12.5	
255	3155	Trips	763	643	377	886	1,057	541	520	571	5,531
255	3155	Percent	14.2	12.0	7.0	16.5	19.7	10.1	9.7	10.7	
256	3156	Trips	394	404	192	446	492	284	210	309	2,819
256	3156	Percent	14.4	14.8	7.0	16.3	18.0	10.4	7.7	11.3	
257	3157	Trips	640	544	382	634	877	575	471	455	4,718
257	3157	Percent	14.0	11.9	8.4	13.9	19.2	12.6	10.3	9.9	
258	3158	Trips	355	320	184	419	455	293	261	206	2,523
258	3158	Percent	14.3	12.8	7.4	16.8	18.2	11.8	10.5	8.3	
259	3159	Trips	372	380	209	369	554	379	339	395	3,110
259	3159	Percent	12.4	12.7	7.0	12.3	18.5	12.6	11.3	13.2	
260	3160	Trips	716	592	373	740	933	592	579	670	5,284
260	3160	Percent	13.8	11.4	7.2	14.2	18.0	11.4	11.1	12.9	

APPENDIX D

Data Collection

24 Hr. – Road Tube Count

County: 99
Station: 1300
Description: NW 22ND AVENUE EAST OF SERVICE RD
Start Date: 01/25/2022
Start Time: 0000

	Direction: N					Direction: S					Combined
Time	1st	2nd	3rd	4th	Total	1st	2nd	3rd	4th	Total	Total
0000	39	40	40	16	135	29	25	34	16	104	239
0100	26	32	13	12	83	20	16	14	14	64	147
0200	15	45	8	9	77	19	13	20	11	63	140
0300	16	14	11	20	61	8	12	17	13	50	111
0400	16	19	29	39	103	17	12	17	18	64	167
0500	27	53	63	71	214	32	30	49	67	178	392
0600	76	114	148	158	496	73	134	183	204	594	1090
0700	150	182	190	184	706	236	244	279	283	1042	1748
0800	210	214	177	158	759	229	217	219	283	948	1707
0900	179	168	175	143	665	208	193	154	157	712	1377
1000	162	181	157	147	647	158	150	144	160	612	1259
1100	154	169	168	163	654	118	138	149	152	557	1211
1200	191	183	205	179	758	169	168	159	141	637	1395
1300	201	190	192	154	737	150	145	148	176	619	1356
1400	193	203	188	254	838	157	176	194	214	741	1579
1500	223	242	272	262	999	191	199	232	262	884	1883
1600	276	271	268	290	1105	201	228	232	223	884	1989
1700	293	289	208	281	1071	206	245	213	236	900	1971
1800	258	241	242	273	1014	173	212	191	163	739	1753
1900	191	188	190	147	716	164	121	103	105	493	1209
2000	154	112	113	118	497	101	80	91	73	345	842
2100	110	102	94	80	386	81	78	77	57	293	679
2200	70	65	77	63	275	59	54	43	48	204	479
2300	58	67	39	39	203	47	46	39	31	163	366
24-Hour Totals:					13199					11890	25089

Peak Volume Information

	Direction: N		Direction: S		Combined Directions	
	Hour	Volume	Hour	Volume	Hour	Volume
A.M.	730	798	700	1042	730	1806
P.M.	1630	1140	1530	923	1630	2046
Daily	1630	1140	700	1042	1630	2046

Generated by SPS 5.0.53P

SR 9 and NW 22nd Avenue.

SR 9 at NE 22nd Avenue

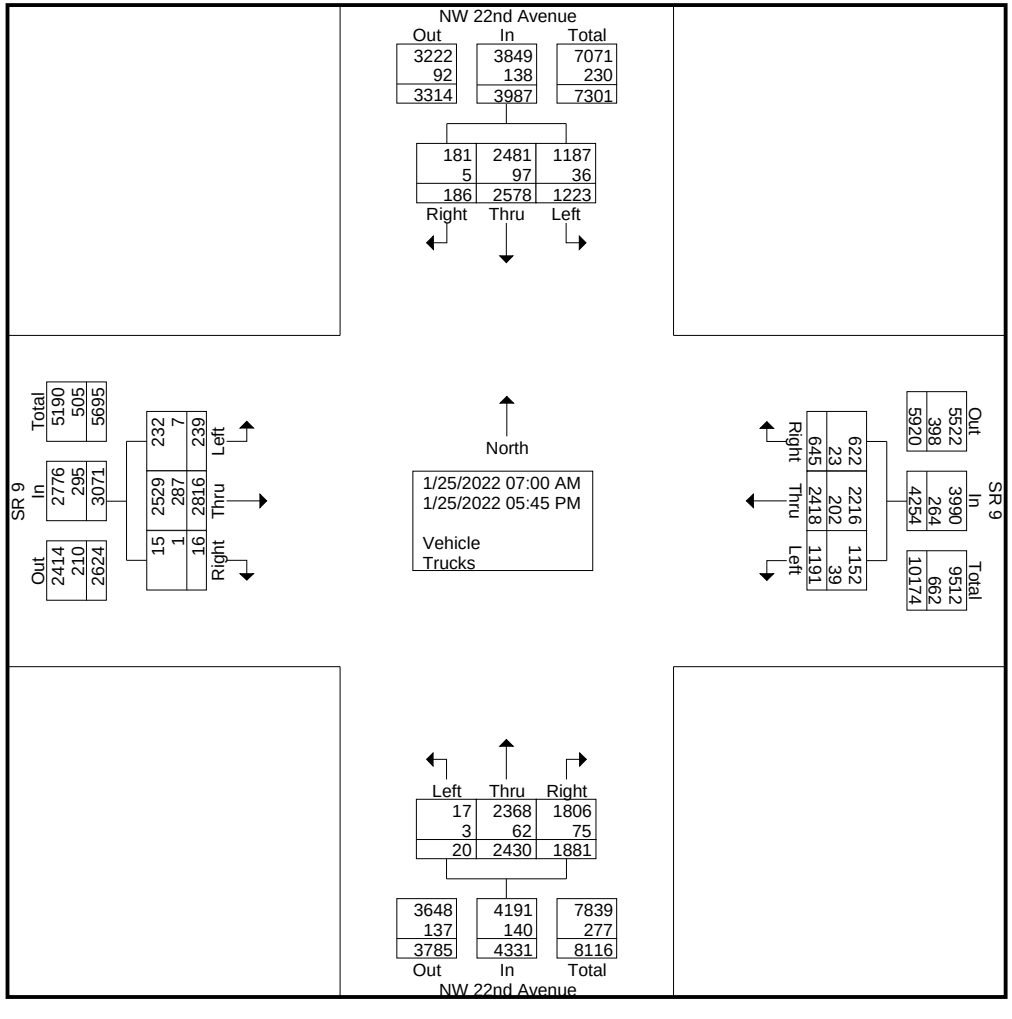
File Name : TMC-1 SR-9 at NW 22nd Avenue
Site Code : 00000000
Start Date : 1/25/2022
Page No : 1

Groups Printed- Vehicle - Trucks

	NW 22nd Avenue Southbound					NW 22nd Avenue Northbound					SR 9 Westbound					SR 9 Eastbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	60	144	4	208	0	1	90	69	160	0	74	114	36	224	0	4	163	1	168	760
07:15 AM	0	49	157	6	212	0	0	109	82	191	0	67	142	31	240	0	1	192	1	194	837
07:30 AM	0	74	180	9	263	0	0	110	81	191	0	98	137	31	266	0	3	182	0	185	905
07:45 AM	0	102	205	12	319	0	0	105	94	199	0	82	162	33	277	0	10	146	0	156	951
Total	0	285	686	31	1002	0	1	414	326	741	0	321	555	131	1007	0	18	683	2	703	3453
08:00 AM	0	121	160	11	292	0	1	140	81	222	0	78	174	32	284	0	10	173	2	185	983
08:15 AM	0	87	116	12	215	0	1	133	98	232	0	99	195	27	321	0	19	186	4	209	977
08:30 AM	0	132	149	13	294	0	4	104	79	187	0	75	159	31	265	0	17	127	1	145	891
08:45 AM	0	86	183	13	282	0	2	97	70	169	0	83	117	23	223	0	16	108	0	124	798
Total	0	426	608	49	1083	0	8	474	328	810	0	335	645	113	1093	0	62	594	7	663	3649
*** BREAK ***																					
04:00 PM	0	55	141	13	209	0	1	199	127	327	0	70	150	37	257	0	22	240	1	263	1056
04:15 PM	0	66	167	12	245	0	3	196	151	350	0	71	144	44	259	0	21	191	1	213	1067
04:30 PM	0	59	170	13	242	0	2	191	140	333	0	61	170	38	269	0	16	183	1	200	1044
04:45 PM	0	58	156	16	230	0	1	203	145	349	0	76	135	47	258	0	14	193	1	208	1045
Total	0	238	634	54	926	0	7	789	563	1359	0	278	599	166	1043	0	73	807	4	884	4212
05:00 PM	0	51	147	15	213	0	2	195	205	402	0	68	150	52	270	0	19	191	1	211	1096
05:15 PM	0	69	168	10	247	0	1	196	188	385	0	62	156	73	291	0	20	202	1	223	1146
05:30 PM	0	77	144	11	232	0	1	159	126	286	0	68	145	62	275	0	22	175	0	197	990
05:45 PM	0	77	191	16	284	0	0	203	145	348	0	59	168	48	275	0	25	164	1	190	1097
Total	0	274	650	52	976	0	4	753	664	1421	0	257	619	235	1111	0	86	732	3	821	4329
Grand Total	0	1223	2578	186	3987	0	20	2430	1881	4331	0	1191	2418	645	4254	0	239	2816	16	3071	15643
Apprch %	0	30.7	64.7	4.7		0	0.5	56.1	43.4		0	28	56.8	15.2		0	7.8	91.7	0.5		
Total %	0	7.8	16.5	1.2	25.5	0	0.1	15.5	12	27.7	0	7.6	15.5	4.1	27.2	0	1.5	18	0.1	19.6	
Vehicle	0	1187	2481	181	3849	0	17	2368	1806	4191	0	1152	2216	622	3990	0	232	2529	15	2776	14806
% Vehicle	0	97.1	96.2	97.3	96.5	0	85	97.4	96	96.8	0	96.7	91.6	96.4	93.8	0	97.1	89.8	93.8	90.4	94.6
Trucks	0	36	97	5	138	0	3	62	75	140	0	39	202	23	264	0	7	287	1	295	837
% Trucks	0	2.9	3.8	2.7	3.5	0	15	2.6	4	3.2	0	3.3	8.4	3.6	6.2	0	2.9	10.2	6.2	9.6	5.4

SR 9 at NE 22nd Avenue

File Name : TMC-1 SR-9 at NW 22nd Avenue
Site Code : 00000000
Start Date : 1/25/2022
Page No : 2



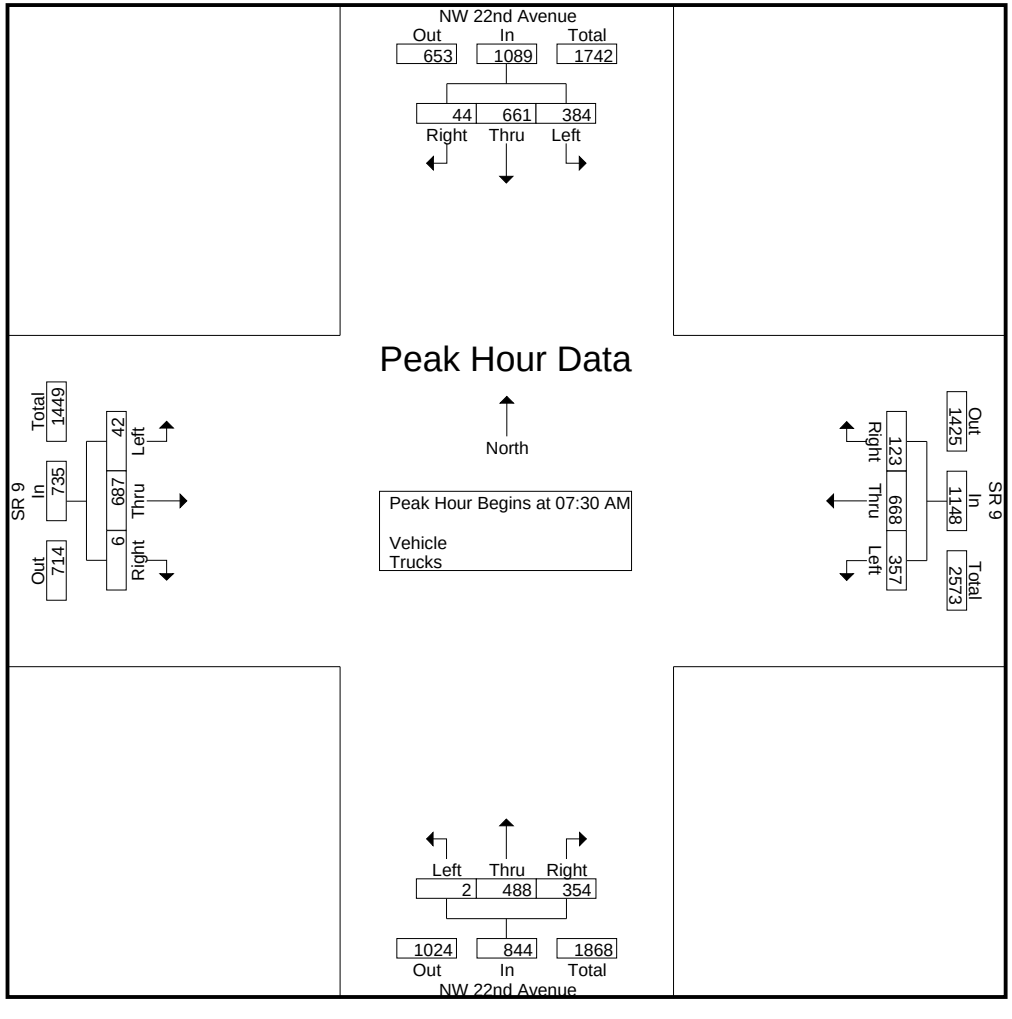
SR 9 at NE 22nd Avenue

File Name : TMC-1 SR-9 at NW 22nd Avenue
Site Code : 00000000
Start Date : 1/25/2022
Page No : 3

	NW 22nd Avenue Southbound					NW 22nd Avenue Northbound					SR 9 Westbound					SR 9 Eastbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:30 AM																					
07:30 AM	0	74	180	9	263	0	0	110	81	191	0	98	137	31	266	0	3	182	0	185	905
07:45 AM	0	102	**205**	**12**	**319**	0	0	105	94	199	0	82	162	**33**	277	0	10	146	0	156	951
08:00 AM	0	**121**	160	11	292	0	**1**	**140**	81	222	0	78	174	32	284	0	10	173	2	185	**983**
08:15 AM	0	87	116	12	215	0	1	133	**98**	**232**	0	**99**	**195**	27	**321**	0	**19**	**186**	**4**	**209**	977
Total Volume	0	384	661	44	1089	0	2	488	354	844	0	357	668	123	1148	0	42	687	6	735	3816
% App. Total	0	35.3	60.7	4		0	0.2	57.8	41.9		0	31.1	58.2	10.7		0	5.7	93.5	0.8		
PHF	.000	.793	.806	.917	.853	.000	.500	.871	.903	.909	.000	.902	.856	.932	.894	.000	.553	.923	.375	.879	.970

SR 9 at NE 22nd Avenue

File Name : TMC-1 SR-9 at NW 22nd Avenue
Site Code : 00000000
Start Date : 1/25/2022
Page No : 4



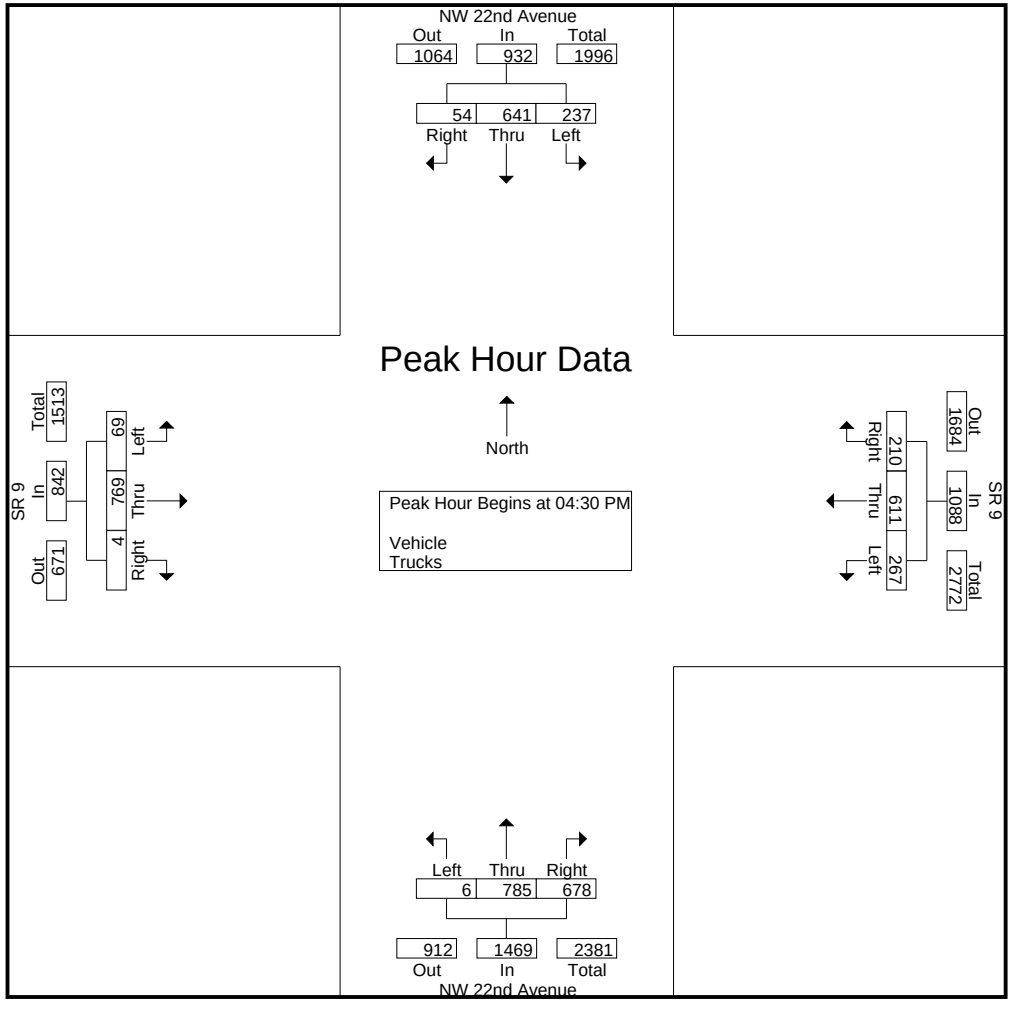
SR 9 at NE 22nd Avenue

File Name : TMC-1 SR-9 at NW 22nd Avenue
Site Code : 00000000
Start Date : 1/25/2022
Page No : 5

	NW 22nd Avenue Southbound					NW 22nd Avenue Northbound					SR 9 Westbound					SR 9 Eastbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:30 PM																					
04:30 PM	0	59	**170**	13	242	0	**2**	191	140	333	0	61	**170**	38	269	0	16	183	**1**	200	1044
04:45 PM	0	58	156	**16**	230	0	1	**203**	145	349	0	**76**	135	47	258	0	14	193	1	208	1045
05:00 PM	0	51	147	15	213	0	2	195	**205**	**402**	0	68	150	52	270	0	19	191	1	211	1096
05:15 PM	0	**69**	168	10	**247**	0	1	196	188	385	0	62	156	**73**	**291**	0	**20**	**202**	1	**223**	**1146**
Total Volume	0	237	641	54	932	0	6	785	678	1469	0	267	611	210	1088	0	69	769	4	842	4331
% App. Total	0	25.4	68.8	5.8		0	0.4	53.4	46.2		0	24.5	56.2	19.3		0	8.2	91.3	0.5		
PHF	.000	.859	.943	.844	.943	.000	.750	.967	.827	.914	.000	.878	.899	.719	.935	.000	.863	.952	1.00	.944	.945

SR 9 at NE 22nd Avenue

File Name : TMC-1 SR-9 at NW 22nd Avenue
Site Code : 00000000
Start Date : 1/25/2022
Page No : 6



Service Road and NW 22nd Avenue.

NW 22nd Avenue at Service Rd

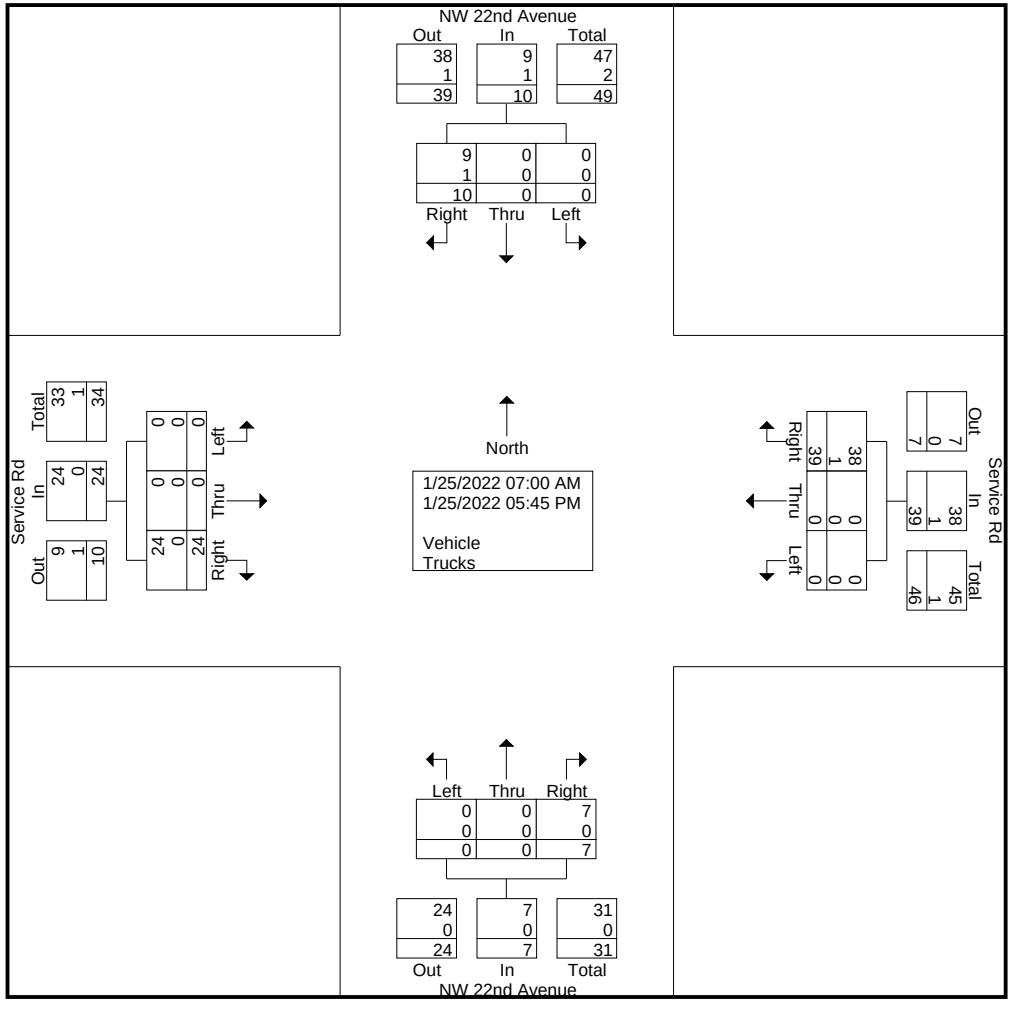
File Name : TMC-2 NW 22nd Avenue at Service Rd
Site Code : 00000000
Start Date : 1/25/2022
Page No : 1

Groups Printed- Vehicle - Trucks

	NW 22nd Avenue Southbound					NW 22nd Avenue Northbound					Service Rd Westbound					Service Rd Eastbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	4	4	0	0	0	0	0	4
07:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	2
07:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	2	2	3
07:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	1	1	3
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	9	9	0	0	0	3	3	12
08:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3	0	0	0	4	4	7
08:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	2	2	3
08:30 AM	0	0	0	0	0	0	0	0	1	1	0	0	0	5	5	0	0	0	1	1	7
08:45 AM	0	0	0	0	0	0	0	0	1	1	0	0	0	1	1	0	0	0	3	3	5
Total	0	0	0	0	0	0	0	0	2	2	0	0	0	10	10	0	0	0	10	10	22
*** BREAK ***																					
04:00 PM	0	0	0	2	2	0	0	0	2	2	0	0	0	3	3	0	0	0	0	0	7
04:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	2	2	4
04:30 PM	0	0	0	1	1	0	0	0	1	1	0	0	0	2	2	0	0	0	2	2	6
04:45 PM	0	0	0	0	0	0	0	0	2	2	0	0	0	1	1	0	0	0	1	1	4
Total	0	0	0	3	3	0	0	0	5	5	0	0	0	8	8	0	0	0	5	5	21
05:00 PM	0	0	0	5	5	0	0	0	0	0	0	0	0	5	5	0	0	0	2	2	12
05:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3	0	0	0	1	1	4
05:30 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1	0	0	0	2	2	4
05:45 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	3	3	0	0	0	1	1	5
Total	0	0	0	7	7	0	0	0	0	0	0	0	0	12	12	0	0	0	6	6	25
Grand Total	0	0	0	10	10	0	0	0	7	7	0	0	0	39	39	0	0	0	24	24	80
Apprch %	0	0	0	100		0	0	0	100		0	0	0	100		0	0	0	100		
Total %	0	0	0	12.5	12.5	0	0	0	8.8	8.8	0	0	0	48.8	48.8	0	0	0	30	30	
Vehicle	0	0	0	9	9	0	0	0	7	7	0	0	0	38	38	0	0	0	24	24	78
% Vehicle	0	0	0	90	90	0	0	0	100	100	0	0	0	97.4	97.4	0	0	0	100	100	97.5
Trucks	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2
% Trucks	0	0	0	10	10	0	0	0	0	0	0	0	0	2.6	2.6	0	0	0	0	0	2.5

NW 22nd Avenue at Service Rd

File Name : TMC-2 NW 22nd Avenue at Service Rd
Site Code : 00000000
Start Date : 1/25/2022
Page No : 2



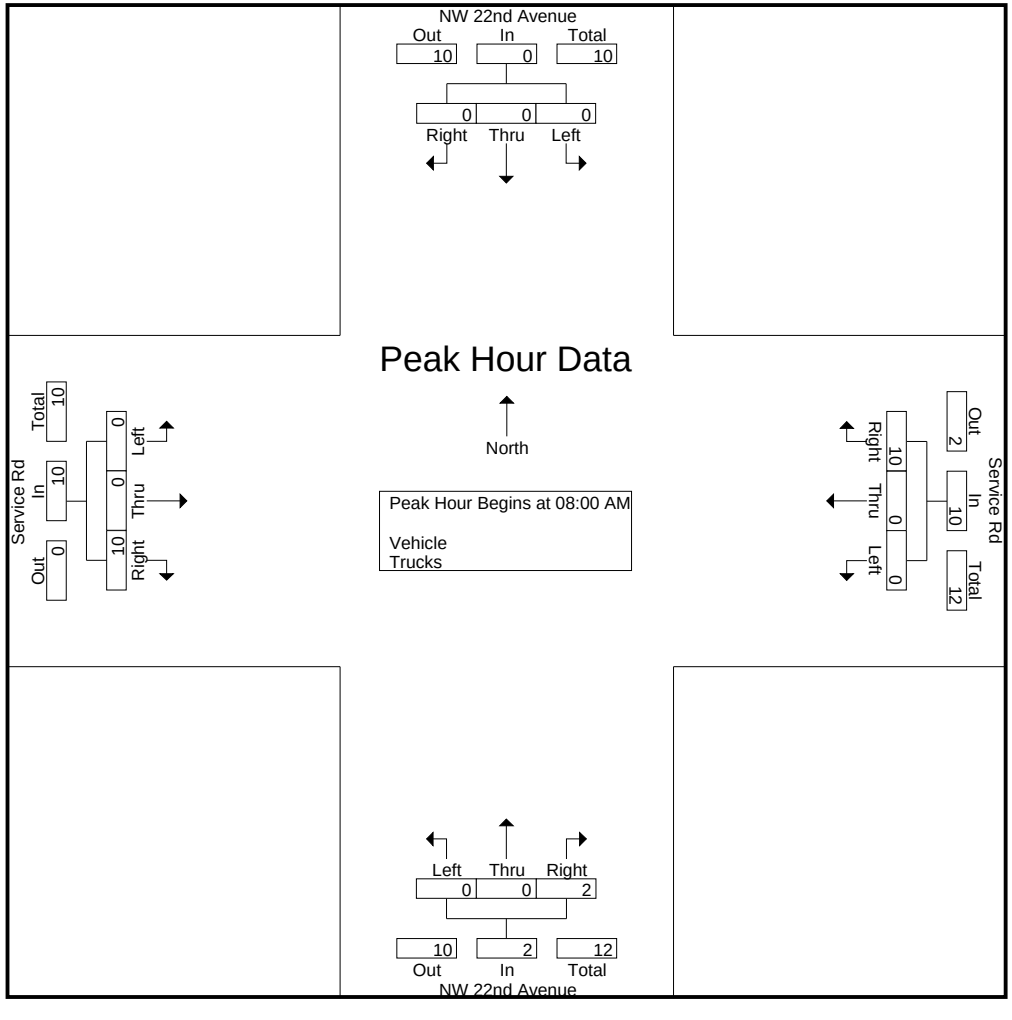
NW 22nd Avenue at Service Rd

File Name : TMC-2 NW 22nd Avenue at Service Rd
Site Code : 00000000
Start Date : 1/25/2022
Page No : 3

	NW 22nd Avenue Southbound					NW 22nd Avenue Northbound					Service Rd Westbound					Service Rd Eastbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 08:00 AM																					
08:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3	0	0	0	**4**	**4**	**7**
08:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	2	2	3
08:30 AM	0	0	0	0	0	0	0	0	**1**	**1**	0	0	0	**5**	**5**	0	0	0	1	1	7
08:45 AM	0	0	0	0	0	0	0	0	1	1	0	0	0	1	1	0	0	0	3	3	5
Total Volume	0	0	0	0	0	0	0	0	2	2	0	0	0	10	10	0	0	0	10	10	22
% App. Total	0	0	0	0		0	0	0	100		0	0	0	100		0	0	0	100		
PHF	.000	.000	.000	.000	.000	.000	.000	.000	.500	.500	.000	.000	.000	.500	.500	.000	.000	.000	.625	.625	.786

NW 22nd Avenue at Service Rd

File Name : TMC-2 NW 22nd Avenue at Service Rd
Site Code : 00000000
Start Date : 1/25/2022
Page No : 4



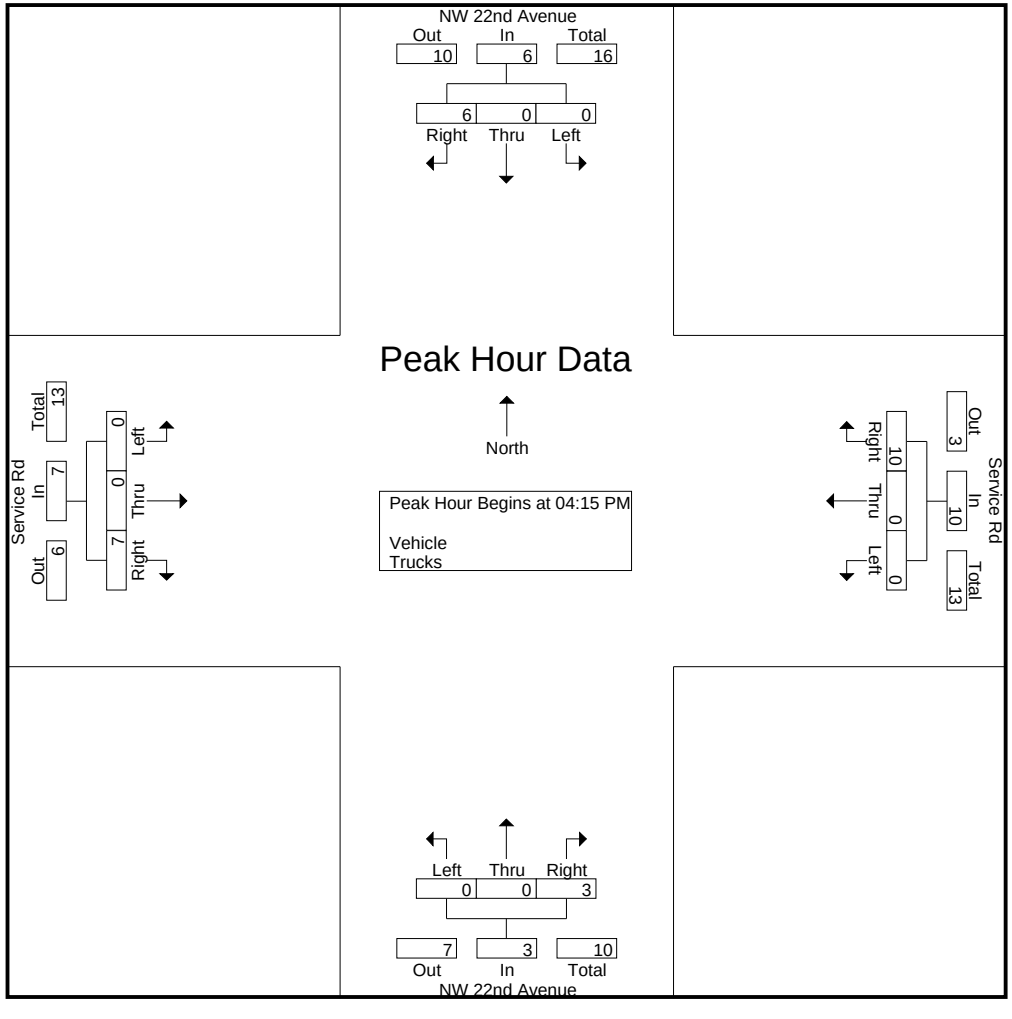
NW 22nd Avenue at Service Rd

File Name : TMC-2 NW 22nd Avenue at Service Rd
Site Code : 00000000
Start Date : 1/25/2022
Page No : 5

	NW 22nd Avenue Southbound					NW 22nd Avenue Northbound					Service Rd Westbound					Service Rd Eastbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:15 PM																					
04:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	**2**	**2**	4
04:30 PM	0	0	0	1	1	0	0	0	1	1	0	0	0	2	2	0	0	0	2	2	6
04:45 PM	0	0	0	0	0	0	0	0	**2**	**2**	0	0	0	1	1	0	0	0	1	1	4
05:00 PM	0	0	0	**5**	**5**	0	0	0	0	0	0	0	0	**5**	**5**	0	0	0	2	2	**12**
Total Volume	0	0	0	6	6	0	0	0	3	3	0	0	0	10	10	0	0	0	7	7	26
% App. Total	0	0	0	100		0	0	0	100		0	0	0	100		0	0	0	100		
PHF	.000	.000	.000	.300	.300	.000	.000	.000	.375	.375	.000	.000	.000	.500	.500	.000	.000	.000	.875	.875	.542

NW 22nd Avenue at Service Rd

File Name : TMC-2 NW 22nd Avenue at Service Rd
Site Code : 00000000
Start Date : 1/25/2022
Page No : 6



Rutland Road and NW 22nd Avenue.

NW 22nd Avenue at Rutland St

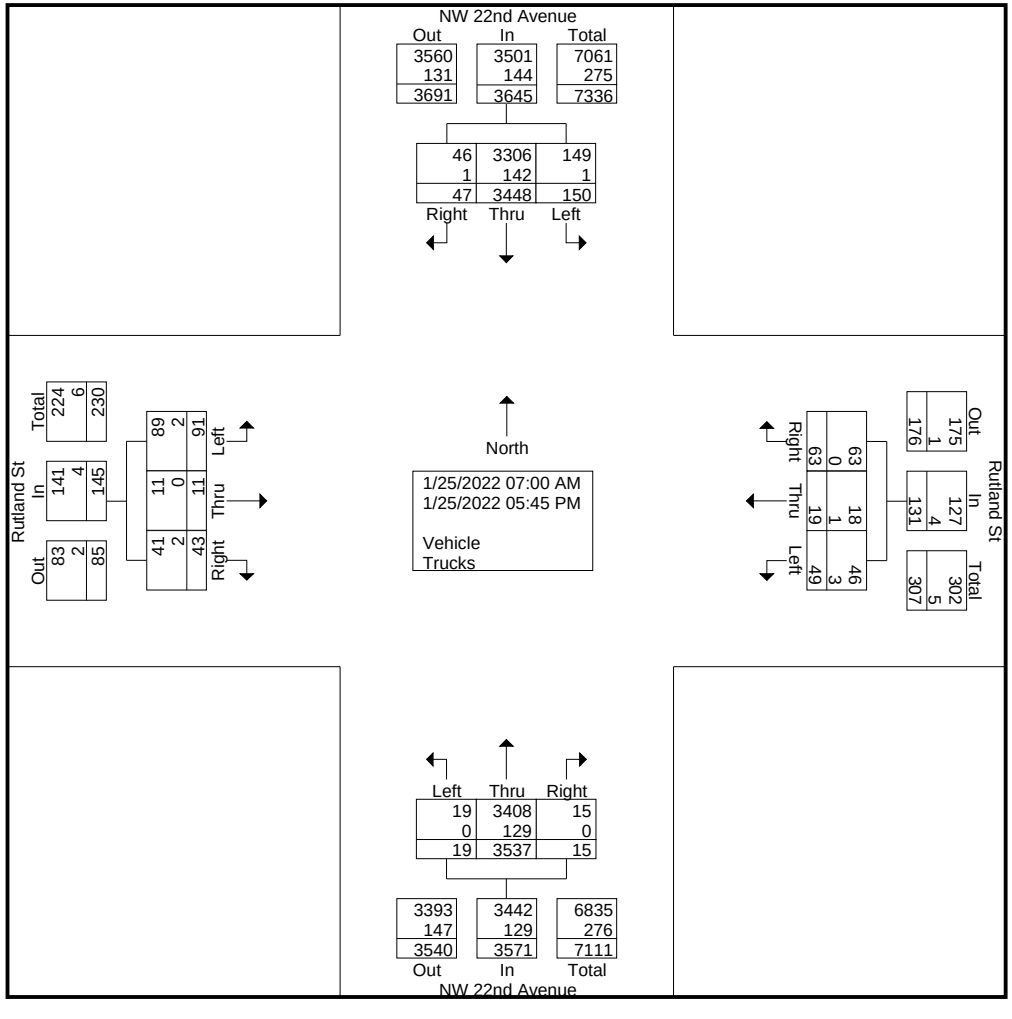
File Name : TMC-3 NW 22nd Avenue at Rutland St
Site Code : 000000
Start Date : 1/25/2022
Page No : 1

Groups Printed- Vehicle - Trucks

	NW 22nd Avenue Southbound					NW 22nd Avenue Northbound					Rutland St Westbound					Rutland St Eastbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
07:00 AM	4	5	207	1	217	0	0	132	1	133	0	1	0	5	6	0	6	0	1	7	363
07:15 AM	2	12	222	2	238	0	0	163	0	163	0	0	2	7	9	0	1	0	3	4	414
07:30 AM	8	7	266	4	285	0	0	175	0	175	0	6	0	4	10	0	1	1	1	3	473
07:45 AM	1	6	258	3	268	0	2	177	1	180	0	7	2	5	14	0	5	0	4	9	471
Total	15	30	953	10	1008	0	2	647	2	651	0	14	4	21	39	0	13	1	9	23	1721
08:00 AM	5	8	212	4	229	0	1	208	2	211	0	7	4	2	13	0	3	1	2	6	459
08:15 AM	4	7	184	4	199	0	1	214	2	217	0	4	2	4	10	0	4	0	4	8	434
08:30 AM	3	2	191	7	203	0	3	159	0	162	0	1	0	6	7	0	5	0	1	6	378
08:45 AM	3	9	274	8	294	0	2	147	1	150	0	2	0	5	7	0	7	0	1	8	459
Total	15	26	861	23	925	0	7	728	5	740	0	14	6	17	37	0	19	1	8	28	1730
*** BREAK ***																					
04:00 PM	0	6	186	1	193	0	1	282	1	284	0	2	3	4	9	0	8	0	5	13	499
04:15 PM	0	7	214	0	221	0	1	280	2	283	0	4	0	4	8	0	4	0	2	6	518
04:30 PM	0	12	199	0	211	0	4	276	1	281	0	2	0	2	4	0	9	0	3	12	508
04:45 PM	0	9	226	1	236	0	1	269	2	272	0	2	2	4	8	0	5	0	1	6	522
Total	0	34	825	2	861	0	7	1107	6	1120	0	10	5	14	29	0	26	0	11	37	2047
05:00 PM	0	4	187	2	193	0	1	295	0	296	0	5	0	3	8	0	9	1	3	13	510
05:15 PM	0	15	212	2	229	0	1	273	1	275	0	1	2	6	9	0	7	1	5	13	526
05:30 PM	0	5	191	2	198	0	1	210	1	212	0	3	2	1	6	0	9	4	3	16	432
05:45 PM	0	6	219	6	231	0	0	277	0	277	0	2	0	1	3	0	8	3	4	15	526
Total	0	30	809	12	851	0	3	1055	2	1060	0	11	4	11	26	0	33	9	15	57	1994
Grand Total	30	120	3448	47	3645	0	19	3537	15	3571	0	49	19	63	131	0	91	11	43	145	7492
Apprch %	0.8	3.3	94.6	1.3		0	0.5	99	0.4		0	37.4	14.5	48.1		0	62.8	7.6	29.7		
Total %	0.4	1.6	46	0.6	48.7	0	0.3	47.2	0.2	47.7	0	0.7	0.3	0.8	1.7	0	1.2	0.1	0.6	1.9	
Vehicle	30	119	3306	46	3501	0	19	3408	15	3442	0	46	18	63	127	0	89	11	41	141	7211
% Vehicle	100	99.2	95.9	97.9	96	0	100	96.4	100	96.4	0	93.9	94.7	100	96.9	0	97.8	100	95.3	97.2	96.2
Trucks	0	1	142	1	144	0	0	129	0	129	0	3	1	0	4	0	2	0	2	4	281
% Trucks	0	0.8	4.1	2.1	4	0	0	3.6	0	3.6	0	6.1	5.3	0	3.1	0	2.2	0	4.7	2.8	3.8

NW 22nd Avenue at Rutland St

File Name : TMC-3 NW 22nd Avenue at Rutland St
Site Code : 000000
Start Date : 1/25/2022
Page No : 2



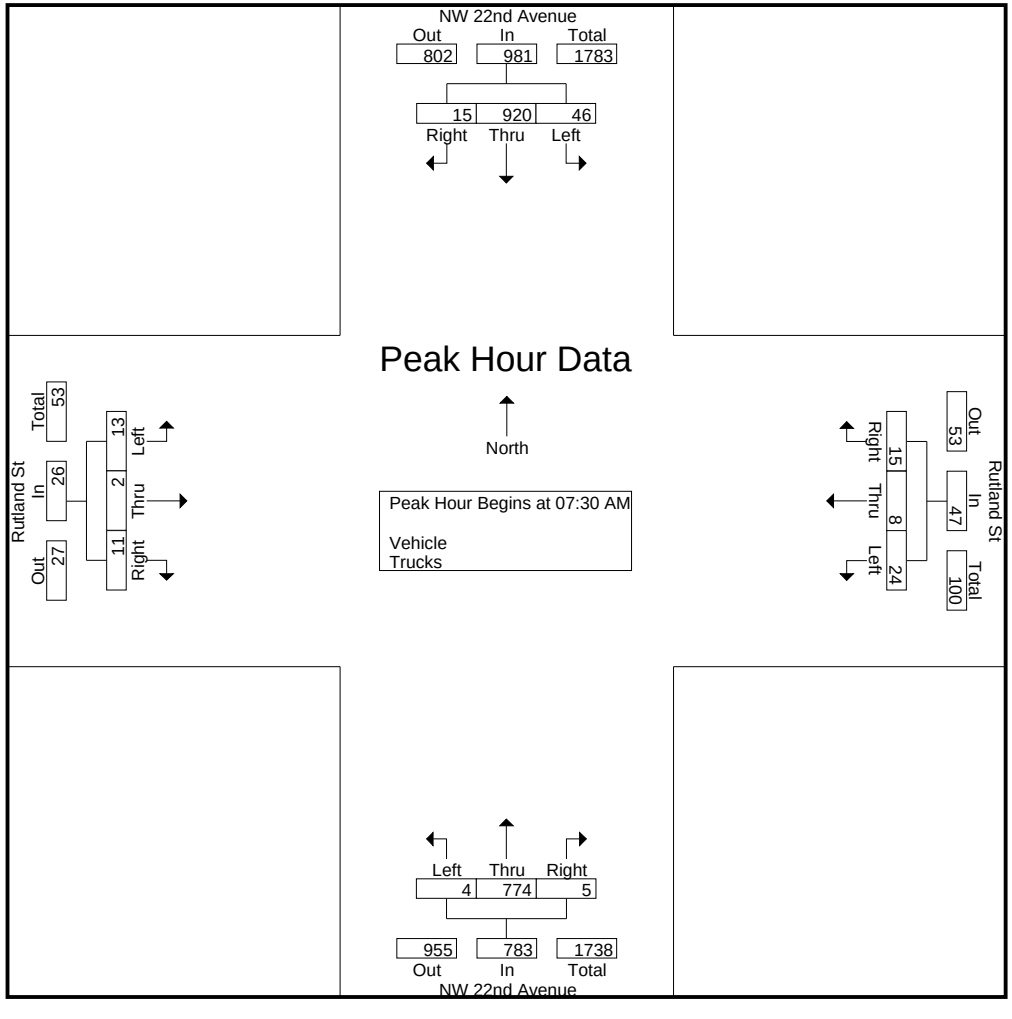
NW 22nd Avenue at Rutland St

File Name : TMC-3 NW 22nd Avenue at Rutland St
Site Code : 000000
Start Date : 1/25/2022
Page No : 3

	NW 22nd Avenue Southbound					NW 22nd Avenue Northbound					Rutland St Westbound					Rutland St Eastbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:30 AM																					
07:30 AM	**8**	7	**266**	**4**	**285**	0	0	175	0	175	0	6	0	4	10	0	1	**1**	1	3	**473**
07:45 AM	1	6	258	3	268	0	**2**	177	1	180	0	**7**	2	**5**	**14**	0	**5**	0	**4**	**9**	471
08:00 AM	5	**8**	212	4	229	0	1	208	**2**	211	0	7	**4**	2	13	0	3	1	2	6	459
08:15 AM	4	7	184	4	199	0	1	**214**	2	**217**	0	4	2	4	10	0	4	0	4	8	434
Total Volume	18	28	920	15	981	0	4	774	5	783	0	24	8	15	47	0	13	2	11	26	1837
% App. Total	1.8	2.9	93.8	1.5		0	0.5	98.9	0.6		0	51.1	17	31.9		0	50	7.7	42.3		
PHF	.563	.875	.865	.938	.861	.000	.500	.904	.625	.902	.000	.857	.500	.750	.839	.000	.650	.500	.688	.722	.971

NW 22nd Avenue at Rutland St

File Name : TMC-3 NW 22nd Avenue at Rutland St
Site Code : 000000
Start Date : 1/25/2022
Page No : 4



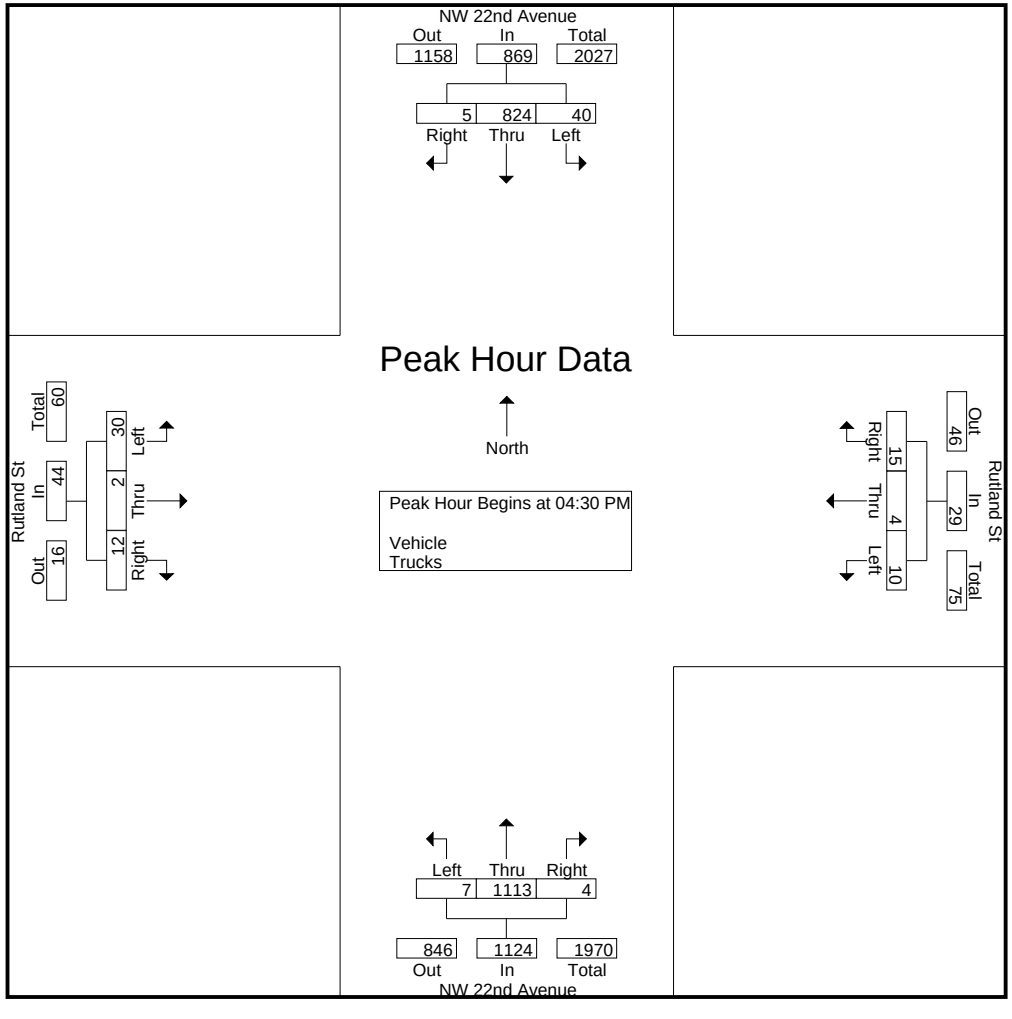
NW 22nd Avenue at Rutland St

File Name : TMC-3 NW 22nd Avenue at Rutland St
Site Code : 000000
Start Date : 1/25/2022
Page No : 5

	NW 22nd Avenue Southbound					NW 22nd Avenue Northbound					Rutland St Westbound					Rutland St Eastbound					
Start Time	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	U-Turns	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:30 PM																					
04:30 PM	0	12	199	0	211	0	**4**	276	1	281	0	2	0	2	4	0	**9**	0	3	12	508
04:45 PM	0	9	**226**	1	**236**	0	1	269	**2**	272	0	2	**2**	4	8	0	5	0	1	6	522
05:00 PM	0	4	187	**2**	193	0	1	**295**	0	**296**	0	**5**	0	3	8	0	9	**1**	3	**13**	510
05:15 PM	0	**15**	212	2	229	0	1	273	1	275	0	1	2	**6**	**9**	0	7	1	**5**	13	**526**
Total Volume	0	40	824	5	869	0	7	1113	4	1124	0	10	4	15	29	0	30	2	12	44	2066
% App. Total	0	4.6	94.8	0.6		0	0.6	99	0.4		0	34.5	13.8	51.7		0	68.2	4.5	27.3		
PHF	.000	.667	.912	.625	.921	.000	.438	.943	.500	.949	.000	.500	.500	.625	.806	.000	.833	.500	.600	.846	.982

NW 22nd Avenue at Rutland St

File Name : TMC-3 NW 22nd Avenue at Rutland St
Site Code : 000000
Start Date : 1/25/2022
Page No : 6



APPENDIX E

Growth Data

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2020 HISTORICAL AADT REPORT

COUNTY: 87 - MIAMI-DADE

SITE: 8621 - NW 22 AVE, 200' NORTH OF NW 132 ST (2011 OFF SYSTEM CYCLE)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2020	19900 C	N 10500	S 9400	9.00	56.00	5.20
2019	20100 T	N 10500	S 9600	9.00	56.00	8.30
2018	20300 S	N 10500	S 9800	9.00	54.30	6.00
2017	23000 F	N 12000	S 11000	9.00	55.70	8.50
2016	23000 C	N 12000	S 11000	9.00	56.10	6.50
2015	17900 T	N 9600	S 8300	9.00	57.40	8.50
2014	18100 S	N 9700	S 8400	9.00	59.30	7.50
2013	18300 F	N 9800	S 8500	9.00	58.90	16.20
2012	18400 C	N 9900	S 8500	9.00	59.70	16.00

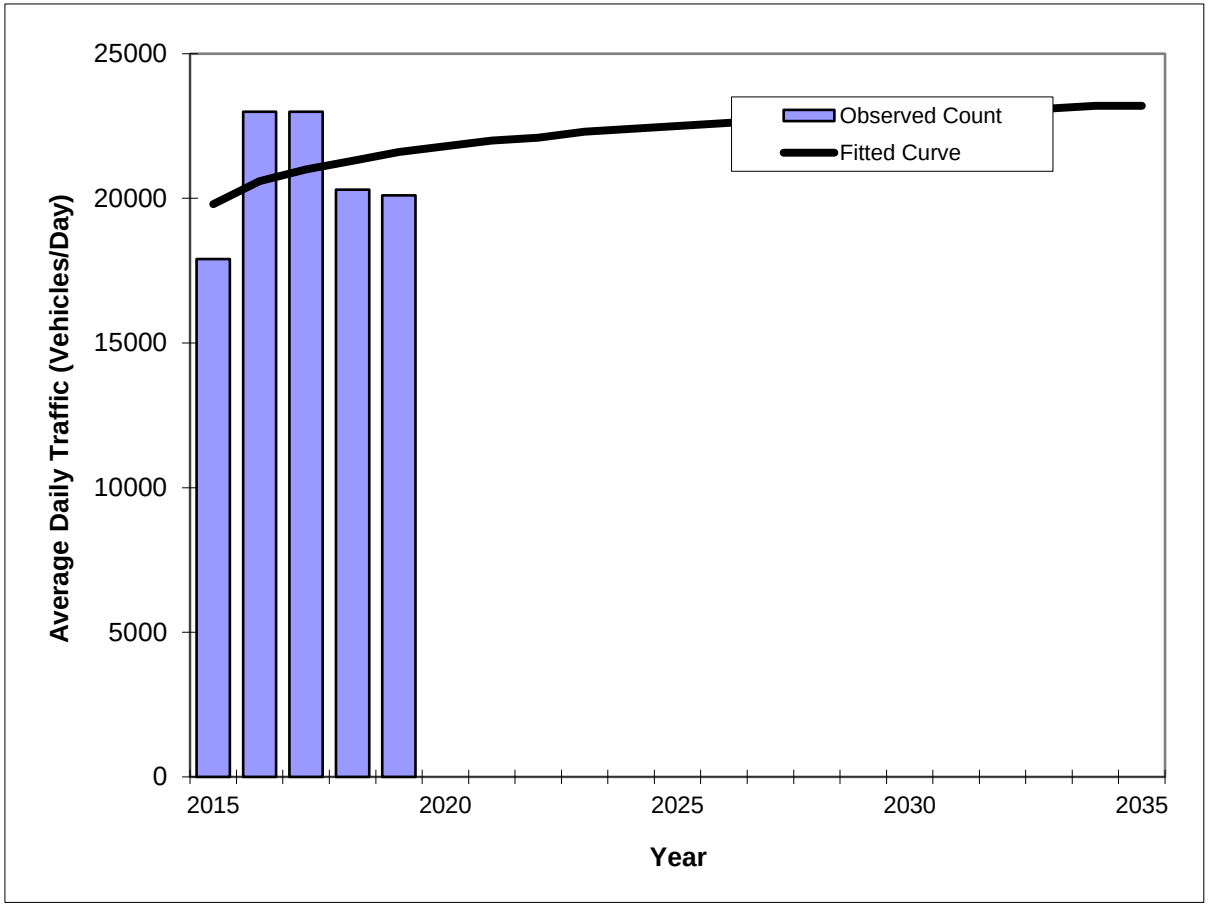
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

--

FIN#	**1234**
Location	**1**

County:	Miami-Dade (87)
Station #:	0
Highway:	0



Year	Traffic (ADT/AADT) Count*	Trend**
2015	17900	19800
2016	23000	20600
2017	23000	21000
2018	20300	21300
2019	20100	21600
2032 Opening Year Trend		
2032	N/A	23100
2033 Mid-Year Trend		
2033	N/A	23100
2034 Design Year Trend		
2034	N/A	23200
TRANPLAN Forecasts/Trends		

Trend R-squared:	11.08%
Compounded Annual Historic Growth Rate:	2.20%
Compounded Growth Rate (2019 to Design Year):	0.48%
Printed:	3-Feb-22

Decaying Exponential Growth Option

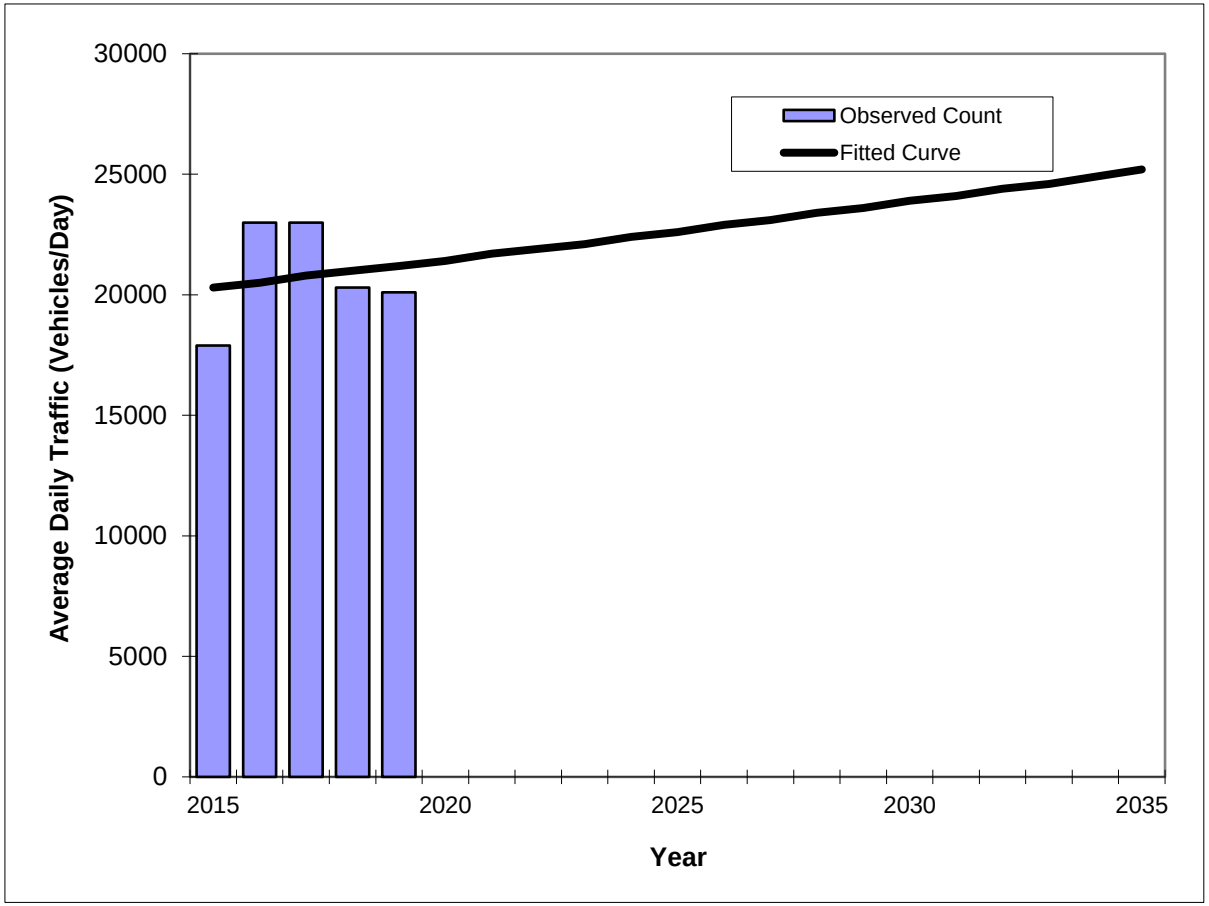
***Axle-Adjusted**

Traffic Trends - V03.a

--

FIN#	**1234**
Location	**1**

County:	Miami-Dade (87)
Station #:	0
Highway:	0



Year	Traffic (ADT/AADT) Count*	Trend**
2015	17900	20300
2016	23000	20500
2017	23000	20800
2018	20300	21000
2019	20100	21200
2032 Opening Year Trend		
2032	N/A	24400
2033 Mid-Year Trend		
2033	N/A	24600
2034 Design Year Trend		
2034	N/A	24900
TRANPLAN Forecasts/Trends		

Trend R-squared:	2.57%
Compounded Annual Historic Growth Rate:	1.09%
Compounded Growth Rate (2019 to Design Year):	1.08%
Printed:	3-Feb-22

Exponential Growth Option

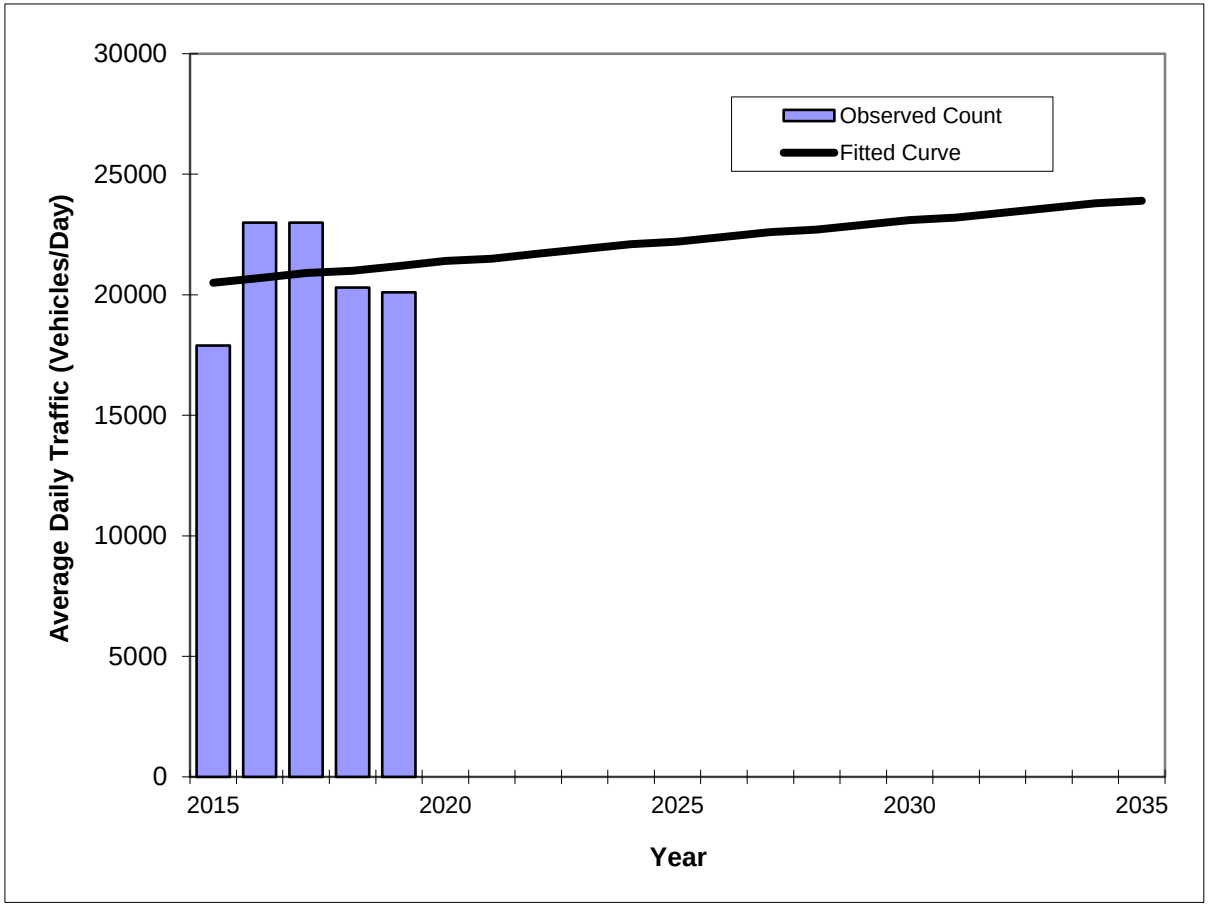
***Axle-Adjusted**

Traffic Trends - V03.a

--

FIN#	**1234**
Location	**1**

County:	Miami-Dade (87)
Station #:	0
Highway:	0



Year	Traffic (ADT/AADT) Count*	Trend**
2015	17900	20500
2016	23000	20700
2017	23000	20900
2018	20300	21000
2019	20100	21200
2032 Opening Year Trend		
2032	N/A	23400
2033 Mid-Year Trend		
2033	N/A	23600
2034 Design Year Trend		
2034	N/A	23800
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	170
Trend R-squared:	1.54%
Trend Annual Historic Growth Rate:	0.85%
Trend Growth Rate (2019 to Design Year):	0.82%
Printed:	3-Feb-22

Straight Line Growth Option

***Axle-Adjusted**

APPENDIX F

Vistro Reports

Signal Timing

TOD Schedule Report

for 5166: Rutland St&NW 22 Av

Print Date: 10/4/2021

Print Time: 7:52 PM

Asset	Intersection	TOD Schedule	Op Mode	Plan #	Cycle	Offset	TOD Setting	Active PhaseBank	Active Maximum
5166	Rutland St&NW 22 Av	DOW-2	TOD	[05] POST-AM PEAK	110	0	N/A	2	Max 2

Splits

PH 1	PH 2	PH 3	PH 4	PH 5	PH 6	PH 7	PH 8
-	SBT	-	WBT	-	NBT	-	EBT
0	62	0	34	0	62	0	34



Active Phase Bank: Phase Bank 2

Phase	Walk (Phase Bank 1 2 3)	Don't Walk (1 2 3)	Min Initial (1 2 3)	Veh Ext (1 2 3)	Max Limit (1 2 3)	Max 2 (1 2 3)	Yellow	Red
1 -	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0	0
2 SBT	0 - 7 - 7	0 - 18 - 18	18 - 7 - 7	1 - 1 - 1	32 - 26 - 26	0 - 48 - 48	4	3
3 -	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0	0
4 WBT	0 - 0 - 0	0 - 0 - 0	7 - 7 - 7	2.5 - 2.5 - 2.5	12 - 12 - 12	24 - 24 - 32	4	3
5 -	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0	0
6 NBT	0 - 7 - 7	0 - 18 - 18	18 - 7 - 7	1 - 1 - 1	32 - 26 - 26	0 - 48 - 48	4	3
7 -	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0	0
8 EBT	0 - 7 - 7	0 - 26 - 26	7 - 7 - 7	2.5 - 2.5 - 2.5	12 - 12 - 12	24 - 24 - 32	4	3

Last In Service Date: unknown

Permitted Phases

	12345678
Default	-234-6-8
External Permit 0	--------
External Permit 1	--------
External Permit 2	--------

TOD Schedule Report

for 5166: Rutland St&NW 22 Av

Print Date: 10/4/2021

Print Time: 7:52 PM

Current TOD Schedule	Plan	Cycle	Green Time 1 -	2 SBT	3 -	4 WBT	5 -	6 NBT	7 -	8 EBT	Ring Offset	Offset
	2	85	0	24	0	47	0	24	0	47	0	0
	3	140	0	88	0	38	0	88	0	38	0	42
	4	120	0	82	0	24	0	82	0	24	0	0
	5	110	0	62	0	34	0	62	0	34	0	0
	6	120	0	51	0	55	0	51	0	55	0	0
	7	160	0	75	0	71	0	75	0	71	0	0
	8	160	0	75	0	71	0	75	0	71	0	152
	9	145	0	91	0	40	0	91	0	40	0	12
	10	160	0	71	0	75	0	71	0	75	0	152
	13	130	0	92	0	24	0	92	0	24	0	0
	14	130	0	92	0	24	0	92	0	24	0	0
	16	120	0	72	0	34	0	72	0	34	0	28
	18	70	0	32	0	24	0	32	0	24	0	0
	19	70	0	63	0	0	0	63	0	0	0	0
	20	70	0	32	0	24	0	32	0	24	0	0
	21	70	0	63	0	0	0	63	0	0	0	0

Local TOD Schedule

Time	Plan	DOW
0000	Free	Su M T W Th F S
0600	16	M T W Th F
0700	9	Su S
0700	10	M T W Th F
0930	3	M T W Th F
1330	7	M T W Th F
1600	8	M T W Th F
1900	5	M T W Th F
2100	Free	Su M T W Th F S

Current Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	-7-----1	SuM T W ThF S
0700	TOD OUTPUTS	--------	M T W ThF
0930	TOD OUTPUTS	-7-----1	M T W ThF
1330	TOD OUTPUTS	--------	M T W ThF
1600	TOD OUTPUTS	-7-----1	M T W ThF

Local Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	-7-----1	SuM T W ThF S
0700	TOD OUTPUTS	--------	M T W ThF
0930	TOD OUTPUTS	-7-----1	M T W ThF
1330	TOD OUTPUTS	--------	M T W ThF
1600	TOD OUTPUTS	-7-----1	M T W ThF

* Settings

Blank - FREE - Phase Bank 1, Max 1
Blank - Plan - Phase Bank 1, Max 2
1 - Phase Bank 2, Max 1
2 - Phase Bank 2, Max 2
3 - Phase Bank 3, Max 1
4 - Phase Bank 3, Max 2
5 - EXTERNAL PERMIT 1
6 - EXTERNAL PERMIT 2
7 - X-PED OMIT
8 - TBA

No Calendar Defined/Enabled

TOD Schedule Report

for 2981: SR- 9&NW 22 Av

Print Date: 10/4/2021

Print Time: 3:55 PM

Asset	Intersection	TOD Schedule	Op Mode	Plan #	Cycle	Offset	TOD Setting	Active PhaseBank	Active Maximum
2981	SR- 9&NW 22 Av	DOW-2	TOD	N/A	0	0	N/A	0	Max 0

Splits

PH 1	PH 2	PH 3	PH 4	PH 5	PH 6	PH 7	PH 8
NBL	SBT	EBL	WBT	SBL	NBT	WBL	EBT
0	0	0	0	0	0	0	0



Active Phase Bank: Phase Bank 1

Phase	Walk (Phase Bank 1 2 3)	Don't Walk (1 2 3)	Min Initial (1 2 3)	Veh Ext (1 2 3)	Max Limit (1 2 3)	Max 2 (1 2 3)	Yellow	Red
1 NBL	0 - 0 - 0	0 - 0 - 0	5 - 5 - 5	2 - 2 - 2	16 - 20 - 20	30 - 30 - 30	4	2
2 SBT	7 - 7 - 7	36 - 36 - 36	7 - 7 - 7	1 - 1 - 1	40 - 40 - 40	0 - 50 - 50	4	2.2
3 EBL	0 - 0 - 0	0 - 0 - 0	5 - 5 - 5	2.5 - 2.5 - 2.5	16 - 15 - 15	22 - 22 - 22	4.8	2
4 WBT	7 - 7 - 7	32 - 32 - 32	18 - 18 - 18	2.5 - 2.5 - 2.5	38 - 35 - 35	50 - 50 - 50	4.8	2
5 SBL	0 - 0 - 0	0 - 0 - 0	5 - 5 - 5	3.5 - 2 - 2	16 - 20 - 20	30 - 30 - 30	4	2
6 NBT	7 - 7 - 7	36 - 36 - 36	7 - 7 - 7	1 - 1 - 1	40 - 40 - 40	0 - 50 - 50	4	2.2
7 WBL	0 - 0 - 0	0 - 0 - 0	5 - 5 - 5	2.5 - 2.5 - 2.5	16 - 15 - 15	22 - 22 - 22	4.8	2
8 EBT	7 - 7 - 7	32 - 32 - 32	18 - 18 - 18	2.5 - 2.5 - 2.5	38 - 35 - 35	50 - 50 - 50	4.8	2

Last In Service Date: unknown

Permitted Phases

	12345678
Default	12345678
External Permit 0	--------
External Permit 1	--------
External Permit 2	--------

Current TOD Schedule	Plan	Cycle	Green Time 1 NBL	2 SBT	3 EBL	4 WBT	5 SBL	6 NBT	7 WBL	8 EBT	Ring Offset	Offset
	2	145	29	42	15	33	29	42	15	33	0	0
	3	140	16	46	15	37	16	46	15	37	0	0
	4	150	25	51	15	33	25	51	15	33	0	0
	6	140	9	54	14	35	20	43	16	35	0	0
	7	140	16	46	16	36	16	46	16	36	0	0
	8	160	26	50	14	44	20	56	14	44	0	136
	9	145	29	42	15	33	29	42	15	33	0	0
	10	160	12	60	15	47	28	44	15	47	0	126
	11	140	8	54	14	36	23	39	17	35	0	0
	16	120	12	44	12	26	12	44	12	26	0	0

Local TOD Schedule

Time	Plan	DOW
0000	Free	Su M T W Th F S
0600	16	M T W Th F
0700	9	Su S
0700	10	M T W Th F
0930	3	M T W Th F
1330	7	M T W Th F
1500	8	M T W Th F
1900	Free	M T W Th F

TOD Schedule Report

for 2981: SR- 9&NW 22 Av

Print Date: 10/4/2021

Print Time: 3:55 PM

Current Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

Local Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

*** Settings**

Blank - FREE - Phase Bank 1, Max 1
Blank - Plan - Phase Bank 1, Max 2
1 - Phase Bank 2, Max 1
2 - Phase Bank 2, Max 2
3 - Phase Bank 3, Max 1
4 - Phase Bank 3, Max 2
5 - EXTERNAL PERMIT 1
6 - EXTERNAL PERMIT 2
7 - X-PED OMIT
8 - TBA

No Calendar Defined/Enabled

Scenario No.1

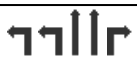
SR 9 & NW 22nd Avenue

AM

Intersection Level Of Service Report
Intersection 1: NW 22 Avenue and SR 9

Control Type:	Signalized	Delay (sec / veh):	61.1
Analysis Method:	HCM 7th Edition	Level Of Service:	E
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.731

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	2	0	0	2	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	80.00	100.00	100.00	415.00	100.00	100.00	400.00	100.00	275.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	1	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			45.00			45.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	Yes			Yes			Yes			Yes		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
Base Volume Input [veh/h]	2	488	354	384	661	44	42	687	6	357	668	123
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	2	488	354	384	661	44	42	687	6	357	668	123
Peak Hour Factor	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	126	91	99	170	11	11	177	2	92	172	32
Total Analysis Volume [veh/h]	2	503	365	396	681	45	43	708	6	368	689	127
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	Yes
Signal Coordination Group	-
Cycle Length [s]	160
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	126.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	ProtPer	Permiss	Permiss	ProtPer	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	6	1	0	5	2	0	3	8	0	7	4	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	7	0	5	7	0	5	18	0	5	18	0
Maximum Green [s]	30	50	0	30	50	0	22	50	0	22	50	0
Amber [s]	4.0	4.0	0.0	4.0	4.0	0.0	4.8	3.0	0.0	4.8	3.0	0.0
All red [s]	2.0	2.2	0.0	2.0	2.2	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Split [s]	18	49	0	34	66	0	22	54	0	22	54	0
Vehicle Extension [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	7	0	0	7	0	0	7	0	0	7	0
Pedestrian Clearance [s]	0	36	0	0	36	0	0	32	0	0	32	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
I2, Clearance Lost Time [s]	4.0	4.2	0.0	4.0	4.2	0.0	4.8	3.0	0.0	4.8	3.0	0.0
Minimum Recall	No	No		No	No		No	No		No	No	
Maximum Recall	No	No		No	No		No	No		No	No	
Pedestrian Recall	No	No		No	No		No	No		No	No	
Detector Location [ft]	3.0	0.0	0.0	3.0	0.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Detector Length [ft]	40.0	0.0	0.0	40.0	0.0	0.0	40.0	40.0	0.0	40.0	40.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	R	L	C	R	L	C	C	L	C	R
C, Cycle Length [s]	160	160	160	160	160	160	160	160	160	160	160	160
L, Total Lost Time per Cycle [s]	6.20	6.20	6.20	6.20	6.20	6.20	6.80	5.00	5.00	6.80	5.00	5.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	0.00	4.20	4.20	0.00	4.20	4.20	4.80	3.00	3.00	4.80	3.00	3.00
g_i, Effective Green Time [s]	90	58	58	90	83	83	4	37	37	15	48	48
g / C, Green / Cycle	0.56	0.36	0.36	0.56	0.52	0.52	0.03	0.23	0.23	0.10	0.30	0.30
(v / s)_i Volume / Saturation Flow Rate	0.00	0.16	0.26	0.50	0.21	0.03	0.01	0.21	0.21	0.12	0.22	0.09
s, saturation flow rate [veh/h]	703	3204	1431	788	3204	1431	3113	1683	1678	3113	3204	1431
c, Capacity [veh/h]	370	1158	517	459	1662	742	85	392	391	296	964	430
d1, Uniform Delay [s]	17.00	38.72	43.82	24.55	23.53	19.13	76.77	59.75	59.75	72.40	49.81	42.91
k, delay calibration	0.50	0.50	0.50	0.50	0.50	0.50	0.11	0.22	0.22	0.11	0.11	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	0.03	1.19	7.90	18.96	0.75	0.16	4.66	15.03	15.08	116.34	1.00	0.38
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.01	0.43	0.71	0.86	0.41	0.06	0.51	0.91	0.91	1.24	0.71	0.30
d, Delay for Lane Group [s/veh]	17.03	39.91	51.72	43.51	24.28	19.29	81.44	74.78	74.83	188.74	50.82	43.29
Lane Group LOS	B	D	D	D	C	B	F	E	E	F	D	D
Critical Lane Group	No	No	Yes	Yes	No	No	No	No	Yes	Yes	No	No
50th-Percentile Queue Length [veh/ln]	0.04	7.79	13.62	11.19	8.17	0.89	0.92	15.49	15.46	10.77	12.20	3.88
50th-Percentile Queue Length [ft/ln]	0.90	194.86	340.58	279.87	204.20	22.28	23.00	387.32	386.38	269.18	305.05	96.94
95th-Percentile Queue Length [veh/ln]	0.07	12.37	19.68	16.68	12.86	1.60	1.66	21.95	21.90	17.44	17.93	6.98
95th-Percentile Queue Length [ft/ln]	1.63	309.33	491.91	417.05	321.38	40.11	41.40	548.70	547.57	436.06	448.26	174.49

Movement, Approach, & Intersection Results

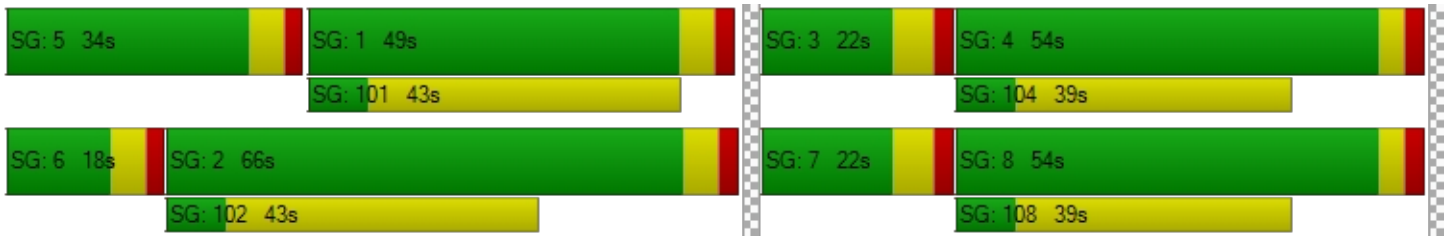
d_M, Delay for Movement [s/veh]	17.03	39.91	51.72	43.51	24.28	19.29	81.44	74.81	74.83	188.74	50.82	43.29
Movement LOS	B	D	D	D	C	B	F	E	E	F	D	D
d_A, Approach Delay [s/veh]	44.81			30.86			75.18			92.88		
Approach LOS	D			C			E			F		
d_I, Intersection Delay [s/veh]	61.15											
Intersection LOS	E											
Intersection V/C	0.731											

Other Modes

g_Walk,mi, Effective Walk Time [s]	11.0	11.0	11.0	11.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	69.38	69.38	69.38	69.38
l_p,int, Pedestrian LOS Score for Intersection	2.793	2.772	2.935	3.386
Crosswalk LOS	C	C	C	C
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	535	748	613	613
d_b, Bicycle Delay [s]	42.92	31.38	38.50	38.50
l_b,int, Bicycle LOS Score for Intersection	2.277	2.485	2.184	2.536
Bicycle LOS	B	B	B	B

Sequence

Ring 1	5	1	3	4	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	6	2	7	8	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

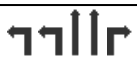


PM

Intersection Level Of Service Report
Intersection 1: NW 22 Avenue and SR 9

Control Type:	Signalized	Delay (sec / veh):	79.6
Analysis Method:	HCM 7th Edition	Level Of Service:	E
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.935

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	2	0	0	2	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	80.00	100.00	100.00	415.00	100.00	100.00	400.00	100.00	275.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	1	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			45.00			45.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	Yes			Yes			Yes			Yes		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
Base Volume Input [veh/h]	6	785	678	237	641	54	69	769	4	267	611	210
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	6	785	678	237	641	54	69	769	4	267	611	210
Peak Hour Factor	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	2	209	180	63	170	14	18	205	1	71	163	56
Total Analysis Volume [veh/h]	6	835	721	252	682	57	73	818	4	284	650	223
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	Yes
Signal Coordination Group	-
Cycle Length [s]	160
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	136.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	ProtPer	Permiss	Permiss	ProtPer	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	6	1	0	5	2	0	3	8	0	7	4	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	7	0	5	7	0	5	18	0	5	18	0
Maximum Green [s]	30	50	0	30	50	0	22	50	0	22	50	0
Amber [s]	4.0	4.0	0.0	4.0	4.0	0.0	4.8	4.8	0.0	4.8	4.8	0.0
All red [s]	2.0	2.2	0.0	2.0	2.2	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Split [s]	32	62	0	26	56	0	21	52	0	21	52	0
Vehicle Extension [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	7	0	0	7	0	0	7	0	0	7	0
Pedestrian Clearance [s]	0	36	0	0	36	0	0	32	0	0	32	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
I2, Clearance Lost Time [s]	4.0	4.2	0.0	4.0	4.2	0.0	4.8	4.8	0.0	4.8	4.8	0.0
Minimum Recall	No	No		No	No		No	No		No	No	
Maximum Recall	No	No		No	No		No	No		No	No	
Pedestrian Recall	No	No		No	No		No	No		No	No	
Detector Location [ft]	3.0	0.0	0.0	3.0	0.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Detector Length [ft]	40.0	0.0	0.0	40.0	0.0	0.0	40.0	40.0	0.0	40.0	40.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	R	L	C	R	L	C	C	L	C	R
C, Cycle Length [s]	161	161	161	161	161	161	161	161	161	161	161	161
L, Total Lost Time per Cycle [s]	6.20	6.20	6.20	6.20	6.20	6.20	6.80	6.80	6.80	6.80	6.80	6.80
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	0.00	4.20	4.20	0.00	4.20	4.20	4.80	4.80	4.80	4.80	4.80	4.80
g_i, Effective Green Time [s]	84	61	61	84	77	77	6	42	42	14	50	50
g / C, Green / Cycle	0.52	0.38	0.38	0.52	0.48	0.48	0.04	0.26	0.26	0.09	0.31	0.31
(v / s)_i Volume / Saturation Flow Rate	0.01	0.26	0.50	0.40	0.21	0.04	0.02	0.24	0.24	0.09	0.20	0.16
s, saturation flow rate [veh/h]	708	3204	1431	626	3204	1431	3113	1683	1680	3113	3204	1431
c, Capacity [veh/h]	339	1213	541	326	1527	682	110	438	438	275	1004	448
d1, Uniform Delay [s]	20.23	42.05	50.03	32.47	28.04	22.99	76.73	58.27	58.27	73.40	47.60	44.95
k, delay calibration	0.50	0.50	0.50	0.50	0.50	0.50	0.11	0.28	0.28	0.11	0.11	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	0.10	3.21	161.57	16.28	0.95	0.24	6.76	20.19	20.21	34.58	0.71	0.85
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.02	0.69	1.33	0.77	0.45	0.08	0.67	0.94	0.94	1.03	0.65	0.50
d, Delay for Lane Group [s/veh]	20.33	45.26	211.60	48.75	28.98	23.23	83.49	78.45	78.48	107.98	48.31	45.81
Lane Group LOS	C	D	F	D	C	C	F	E	E	F	D	D
Critical Lane Group	No	No	Yes	Yes	No	No	No	No	Yes	Yes	No	No
50th-Percentile Queue Length [veh/ln]	0.12	14.60	45.99	7.00	9.08	1.26	1.58	18.52	18.49	6.92	11.16	7.27
50th-Percentile Queue Length [ft/ln]	3.01	364.88	1149.63	175.01	227.10	31.57	39.57	463.08	462.37	173.02	279.00	181.85
95th-Percentile Queue Length [veh/ln]	0.22	20.86	68.04	11.34	14.03	2.27	2.85	25.58	25.55	11.37	16.64	11.70
95th-Percentile Queue Length [ft/ln]	5.42	521.52	1701.06	283.49	350.68	56.83	71.22	639.54	638.70	284.37	415.97	292.43

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	20.33	45.26	211.60	48.75	28.98	23.23	83.49	78.47	78.48	107.98	48.31	45.81
Movement LOS	C	D	F	D	C	C	F	E	E	F	D	D
d_A, Approach Delay [s/veh]	121.95			33.68			78.88			62.47		
Approach LOS	F			C			E			E		
d_I, Intersection Delay [s/veh]	79.64											
Intersection LOS	E											
Intersection V/C	0.935											

Other Modes

g_Walk,mi, Effective Walk Time [s]	11.0	11.0	11.0	11.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	69.88	69.88	69.88	69.88
l_p,int, Pedestrian LOS Score for Intersection	2.892	2.825	2.962	3.378
Crosswalk LOS	C	C	C	C
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	693	619	561	561
d_b, Bicycle Delay [s]	34.37	38.40	41.64	41.64
l_b,int, Bicycle LOS Score for Intersection	2.848	2.377	2.298	2.514
Bicycle LOS	C	B	B	B

Sequence

Ring 1	5	1	3	4	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	6	2	7	8	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Scenario No. 1

NW 22nd Avenue & Service Road

AM

Intersection Level Of Service Report
Intersection 3: NW 22 Avenue and Service Road

Control Type:	Two-way stop	Delay (sec / veh):	13.7
Analysis Method:	HCM 7th Edition	Level Of Service:	B
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.024

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue			Service Road			Service Road		
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	1	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	60.00	100.00	95.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name	NW 22 Avenue			NW 22 Avenue			Service Road			Service Road		
Base Volume Input [veh/h]	0	834	0	0	1024	0	0	0	10	0	0	10
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	834	0	0	1024	0	0	0	10	0	0	10
Peak Hour Factor	1.0000	0.9710	0.9710	1.0000	0.9710	0.9710	1.0000	1.0000	0.9710	1.0000	1.0000	0.9710
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	215	0	0	264	0	0	0	3	0	0	3
Total Analysis Volume [veh/h]	0	859	0	0	1055	0	0	0	10	0	0	10
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Priority Scheme	Free	Free	Stop	Stop
Flared Lane				
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance			No	No
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.01	0.00	0.00	0.01	0.00	0.00	0.00	0.02	0.00	0.00	0.02
d_M, Delay for Movement [s/veh]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.69	0.00	0.00	12.49
Movement LOS		A	A		A	A			B			B
95th-Percentile Queue Length [veh/ln]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.07	0.00	0.00	0.06
95th-Percentile Queue Length [ft/ln]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.81	0.00	0.00	1.56
d_A, Approach Delay [s/veh]	0.00			0.00			13.69			12.49		
Approach LOS	A			A			B			B		
d_I, Intersection Delay [s/veh]	0.14											
Intersection LOS	B											

PM

Intersection Level Of Service Report
Intersection 3: NW 22 Avenue and NW Service Road

Control Type:	Two-way stop	Delay (sec / veh):	17.9
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.038

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue			Service Road			Service Road		
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	1	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	60.00	100.00	95.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name	NW 22 Avenue			NW 22 Avenue			Service Road			Service Road		
Base Volume Input [veh/h]	0	1469	0	0	912	6	0	0	7	0	0	10
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	1469	0	0	912	6	0	0	7	0	0	10
Peak Hour Factor	1.0000	0.9400	0.9400	1.0000	0.9400	0.9400	1.0000	1.0000	0.9400	1.0000	1.0000	0.9400
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	391	0	0	243	2	0	0	2	0	0	3
Total Analysis Volume [veh/h]	0	1563	0	0	970	6	0	0	7	0	0	11
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Priority Scheme	Free	Free	Stop	Stop
Flared Lane				
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance			No	No
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.02	0.00	0.00	0.01	0.00	0.00	0.00	0.02	0.00	0.00	0.04
d_M, Delay for Movement [s/veh]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.13	0.00	0.00	17.93
Movement LOS		A	A		A	A			B			C
95th-Percentile Queue Length [veh/ln]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.05	0.00	0.00	0.12
95th-Percentile Queue Length [ft/ln]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.18	0.00	0.00	2.95
d_A, Approach Delay [s/veh]	0.00			0.00			13.13			17.93		
Approach LOS	A			A			B			C		
d_I, Intersection Delay [s/veh]	0.11											
Intersection LOS	C											

Scenario No. 1

NW 22nd Avenue & Rutland Street

AM

Intersection Level Of Service Report
Intersection 2: NW 22 Avenue & Rutland Street

Control Type:	Signalized	Delay (sec / veh):	5.8
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.334

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue				Rutland Avenue			Rutland Avenue		
Approach	Northbound			Southbound				Eastbound			Westbound		
Lane Configuration													
Turning Movement	Left	Thru	Right	U-tu	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	0	0	0	1	0	0	0
Entry Pocket Length [ft]	55.00	100.00	100.00	60.00	100.0	100.0	100.0	100.00	100.00	50.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00				30.00			30.00		
Grade [%]	0.00			0.00				0.00			0.00		
Curb Present	Yes			Yes				Yes			Yes		
Crosswalk	Yes			No				Yes			Yes		

Volumes

Name	NW 22 Avenue			NW 22 Avenue				Rutland Avenue			Rutland Avenue		
Base Volume Input [veh/h]	4	744	5	18	28	920	15	13	2	11	24	8	15
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00												
Growth Factor	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	4	744	5	18	28	920	15	13	2	11	24	8	15
Peak Hour Factor	0.9710	0.9710	0.9710	0.971	0.971	0.971	0.971	0.9710	0.9710	0.9710	0.9710	0.9710	0.9710
Other Adjustment Factor	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	192	1	5	7	237	4	3	1	3	6	2	4
Total Analysis Volume [veh/h]	4	766	5	19	29	947	15	13	2	11	25	8	15
Presence of On-Street Parking	No		No	No			No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0				0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0				0			0		
v_co, Outbound Pedestrian Volume crossing	0			0				0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0				0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0				0			0		
Bicycle Volume [bicycles/h]	0			0				0			0		

Intersection Settings

Located in CBD	Yes
Signal Coordination Group	-
Cycle Length [s]	160
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	152.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Permiss	Permiss	Permiss	Permi	Permi	Permi	Permi	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	0	6	0	0	0	2	0	0	8	0	0	4	0
Auxiliary Signal Groups													
Lead / Lag	-	-	-	-	-	-	-	-	-	-	-	-	-
Minimum Green [s]	0	18	0	0	0	18	0	0	7	0	0	7	0
Maximum Green [s]	0	48	0	0	0	48	0	0	24	0	0	24	0
Amber [s]	0.0	4.0	0.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0
All red [s]	0.0	3.0	0.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0
Split [s]	0	78	0	0	0	78	0	0	82	0	0	82	0
Vehicle Extension [s]	0.0	3.0	0.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0
Walk [s]	0	7	0	0	0	7	0	0	26	0	0	7	0
Pedestrian Clearance [s]	0	18	0	0	0	18	0	0	10	0	0	10	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No				No			No			No	
I1, Start-Up Lost Time [s]	0.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0
I2, Clearance Lost Time [s]	0.0	5.0	0.0	0.0	0.0	5.0	0.0	0.0	5.0	0.0	0.0	5.0	0.0
Minimum Recall		No				No			No			No	
Maximum Recall		No				No			No			No	
Pedestrian Recall		No				No			No			No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	0.0	0.0	40.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	C	L	C	C	C	R	C
C, Cycle Length [s]	160	160	160	160	160	160	160	160	160
L, Total Lost Time per Cycle [s]	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
l1_p, Permitted Start-Up Lost Time [s]	2.00	0.00	0.00	2.00	0.00	0.00	2.00	0.00	2.00
l2, Clearance Lost Time [s]	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
g_i, Effective Green Time [s]	137	137	137	137	137	137	9	9	9
g / C, Green / Cycle	0.86	0.86	0.86	0.86	0.86	0.86	0.06	0.06	0.06
(v / s)_i Volume / Saturation Flow Rate	0.01	0.23	0.23	0.08	0.29	0.29	0.01	0.01	0.05
s, saturation flow rate [veh/h]	525	1683	1679	628	1683	1674	1147	1431	1010
c, Capacity [veh/h]	460	1444	1441	551	1444	1436	105	78	89
d1, Uniform Delay [s]	3.55	2.10	2.10	3.30	2.26	2.26	72.34	72.06	75.62
k, delay calibration	0.50	0.50	0.50	0.50	0.50	0.50	0.11	0.11	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	0.03	0.45	0.46	0.31	0.62	0.63	0.62	0.81	4.93
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.01	0.27	0.27	0.09	0.33	0.33	0.14	0.14	0.54
d, Delay for Lane Group [s/veh]	3.58	2.55	2.55	3.61	2.89	2.89	72.96	72.87	80.55
Lane Group LOS	A	A	A	A	A	A	E	E	F
Critical Lane Group	No	No	No	No	No	Yes	No	No	Yes
50th-Percentile Queue Length [veh/ln]	0.03	1.91	1.91	0.35	2.58	2.57	0.61	0.45	2.10
50th-Percentile Queue Length [ft/ln]	0.76	47.78	47.69	8.75	64.62	64.30	15.30	11.28	52.49
95th-Percentile Queue Length [veh/ln]	0.05	3.44	3.43	0.63	4.65	4.63	1.10	0.81	3.78
95th-Percentile Queue Length [ft/ln]	1.37	86.00	85.84	15.74	116.31	115.74	27.54	20.31	94.49

Movement, Approach, & Intersection Results

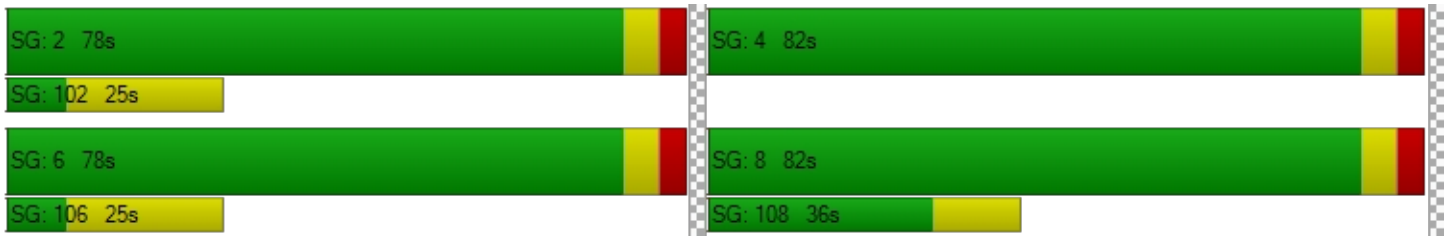
d_M, Delay for Movement [s/veh]	3.58	2.55	2.55	3.61	3.61	2.89	2.89	72.96	72.96	72.87	80.55	80.55	80.55
Movement LOS	A	A	A	A	A	A	A	E	E	E	F	F	F
d_A, Approach Delay [s/veh]	2.56			2.92				72.92			80.55		
Approach LOS	A			A				E			F		
d_I, Intersection Delay [s/veh]	5.75												
Intersection LOS	A												
Intersection V/C	0.334												

Other Modes

g_Walk,mi, Effective Walk Time [s]	30.0	0.0	11.0	11.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	52.81	0.00	69.38	69.38
l_p,int, Pedestrian LOS Score for Intersection	2.695	0.000	1.990	1.851
Crosswalk LOS	B	F	A	A
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	888	888	938	938
d_b, Bicycle Delay [s]	24.75	24.75	22.58	22.58
l_b,int, Bicycle LOS Score for Intersection	2.199	2.369	1.603	1.639
Bicycle LOS	B	B	A	A

Sequence

Ring 1	2	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	6	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



PM

Intersection Level Of Service Report
Intersection 2: NW 22 Avenue & Rutland Street

Control Type:	Signalized	Delay (sec / veh):	5.3
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.384

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue				Rutland Street			Rutland Street		
Approach	Northbound			Southbound				Eastbound			Westbound		
Lane Configuration													
Turning Movement	Left	Thru	Right	U-tu	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	0	0	0	1	0	0	0
Entry Pocket Length [ft]	55.00	100.00	100.00	60.00	100.0	100.0	100.0	100.00	100.00	50.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00				30.00			30.00		
Grade [%]	0.00			0.00				0.00			0.00		
Curb Present	Yes			Yes				Yes			Yes		
Crosswalk	Yes			No				Yes			Yes		

Volumes

Name	NW 22 Avenue			NW 22 Avenue				Rutland Street			Rutland Street		
Base Volume Input [veh/h]	7	1113	4	0	40	824	5	30	2	12	10	4	15
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00												
Growth Factor	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	7	1113	4	0	40	824	5	30	2	12	10	4	15
Peak Hour Factor	0.9800	0.9800	0.9800	0.980	0.980	0.980	0.980	0.9800	0.9800	0.9800	0.9800	0.9800	0.9800
Other Adjustment Factor	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	2	284	1	0	10	210	1	8	1	3	3	1	4
Total Analysis Volume [veh/h]	7	1136	4	0	41	841	5	31	2	12	10	4	15
Presence of On-Street Parking	No		No	No			No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0				0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0				0			0		
v_co, Outbound Pedestrian Volume crossing	0			0				0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0				0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0				0			0		
Bicycle Volume [bicycles/h]	0			0				0			0		

Intersection Settings

Located in CBD	Yes
Signal Coordination Group	-
Cycle Length [s]	160
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	152.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Permiss	Permiss	Permiss	Permi	Permi	Permi	Permi	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	0	6	0	0	0	2	0	0	8	0	0	4	0
Auxiliary Signal Groups													
Lead / Lag	-	-	-	-	-	-	-	-	-	-	-	-	-
Minimum Green [s]	0	18	0	0	0	18	0	0	7	0	0	7	0
Maximum Green [s]	0	48	0	0	0	48	0	0	24	0	0	24	0
Amber [s]	0.0	4.0	0.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0
All red [s]	0.0	3.0	0.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0
Split [s]	0	82	0	0	0	82	0	0	78	0	0	78	0
Vehicle Extension [s]	0.0	3.0	0.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0
Walk [s]	0	7	0	0	0	7	0	0	26	0	0	7	0
Pedestrian Clearance [s]	0	18	0	0	0	18	0	0	10	0	0	10	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No				No			No			No	
I1, Start-Up Lost Time [s]	0.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0
I2, Clearance Lost Time [s]	0.0	5.0	0.0	0.0	0.0	5.0	0.0	0.0	5.0	0.0	0.0	5.0	0.0
Minimum Recall		No				No			No			No	
Maximum Recall		No				No			No			No	
Pedestrian Recall		No				No			No			No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	0.0	0.0	40.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	C	L	C	C	C	R	C
C, Cycle Length [s]	160	160	160	160	160	160	160	160	160
L, Total Lost Time per Cycle [s]	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
l1_p, Permitted Start-Up Lost Time [s]	2.00	0.00	0.00	2.00	0.00	0.00	2.00	0.00	2.00
l2, Clearance Lost Time [s]	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
g_i, Effective Green Time [s]	140	140	140	140	140	140	6	6	6
g / C, Green / Cycle	0.87	0.87	0.87	0.87	0.87	0.87	0.04	0.04	0.04
(v / s)_i Volume / Saturation Flow Rate	0.01	0.34	0.34	0.09	0.25	0.25	0.03	0.01	0.05
s, saturation flow rate [veh/h]	586	1683	1681	444	1683	1679	1255	1431	638
c, Capacity [veh/h]	521	1471	1469	396	1471	1468	92	55	55
d1, Uniform Delay [s]	2.83	1.92	1.92	3.91	1.70	1.70	75.91	74.57	76.87
k, delay calibration	0.50	0.50	0.50	0.50	0.50	0.50	0.11	0.11	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	0.05	0.77	0.77	0.53	0.49	0.50	2.34	1.94	7.65
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.01	0.39	0.39	0.10	0.29	0.29	0.36	0.22	0.53
d, Delay for Lane Group [s/veh]	2.88	2.70	2.70	4.43	2.19	2.20	78.25	76.51	84.52
Lane Group LOS	A	A	A	A	A	A	E	E	F
Critical Lane Group	No	No	Yes	No	No	No	No	No	Yes
50th-Percentile Queue Length [veh/ln]	0.05	2.65	2.65	0.35	1.73	1.73	1.41	0.51	1.32
50th-Percentile Queue Length [ft/ln]	1.13	66.21	66.14	8.73	43.29	43.21	35.27	12.80	33.12
95th-Percentile Queue Length [veh/ln]	0.08	4.77	4.76	0.63	3.12	3.11	2.54	0.92	2.38
95th-Percentile Queue Length [ft/ln]	2.03	119.17	119.05	15.72	77.92	77.78	63.48	23.05	59.61

Movement, Approach, & Intersection Results

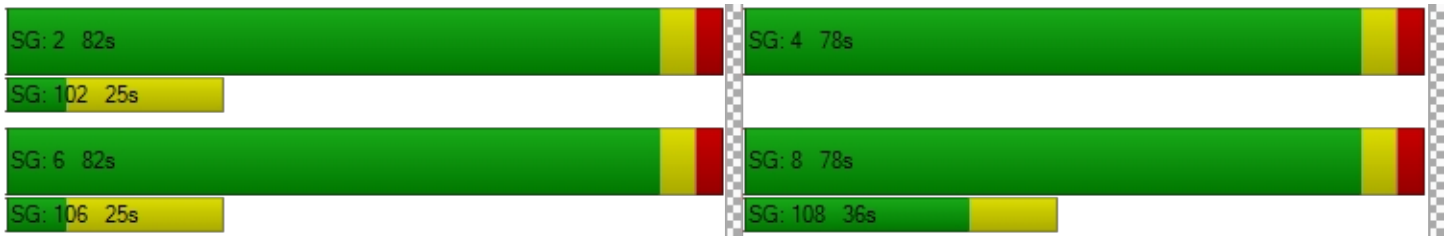
d_M, Delay for Movement [s/veh]	2.88	2.70	2.70	4.43	4.43	2.19	2.20	78.25	78.25	76.51	84.52	84.52	84.52
Movement LOS	A	A	A	A	A	A	A	E	E	E	F	F	F
d_A, Approach Delay [s/veh]	2.70			2.30				77.79			84.52		
Approach LOS	A			A				E			F		
d_I, Intersection Delay [s/veh]	5.26												
Intersection LOS	A												
Intersection V/C	0.384												

Other Modes

g_Walk,mi, Effective Walk Time [s]	30.0	0.0	11.0	11.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	52.81	0.00	69.38	69.38
l_p,int, Pedestrian LOS Score for Intersection	2.722	0.000	1.997	1.838
Crosswalk LOS	B	F	A	A
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	938	938	888	888
d_b, Bicycle Delay [s]	22.58	22.58	24.75	24.75
l_b,int, Bicycle LOS Score for Intersection	2.506	2.258	1.634	1.607
Bicycle LOS	B	B	A	A

Sequence

Ring 1	2	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	6	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Scenario No.2

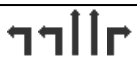
SR 9 & NW 22nd Avenue

AM

Intersection Level Of Service Report
Intersection 1: NW 22 Avenue and SR 9

Control Type:	Signalized	Delay (sec / veh):	64.8
Analysis Method:	HCM 7th Edition	Level Of Service:	E
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.764

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	2	0	0	2	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	80.00	100.00	100.00	415.00	100.00	100.00	400.00	100.00	275.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	1	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			45.00			45.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	Yes			Yes			Yes			Yes		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
Base Volume Input [veh/h]	2	488	354	384	661	44	42	687	6	357	668	123
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	2	508	368	399	687	46	44	714	6	371	695	128
Peak Hour Factor	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	131	95	103	177	12	11	184	2	96	179	33
Total Analysis Volume [veh/h]	2	524	379	411	708	47	45	736	6	382	716	132
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	Yes
Signal Coordination Group	-
Cycle Length [s]	160
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	126.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	ProtPer	Permiss	Permiss	ProtPer	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	6	1	0	5	2	0	3	8	0	7	4	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	7	0	5	7	0	5	18	0	5	18	0
Maximum Green [s]	30	50	0	30	50	0	22	50	0	22	50	0
Amber [s]	4.0	4.0	0.0	4.0	4.0	0.0	4.8	3.0	0.0	4.8	3.0	0.0
All red [s]	2.0	2.2	0.0	2.0	2.2	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Split [s]	18	49	0	34	66	0	22	54	0	22	54	0
Vehicle Extension [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	7	0	0	7	0	0	7	0	0	7	0
Pedestrian Clearance [s]	0	36	0	0	36	0	0	32	0	0	32	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
I2, Clearance Lost Time [s]	4.0	4.2	0.0	4.0	4.2	0.0	4.8	3.0	0.0	4.8	3.0	0.0
Minimum Recall	No	No		No	No		No	No		No	No	
Maximum Recall	No	No		No	No		No	No		No	No	
Pedestrian Recall	No	No		No	No		No	No		No	No	
Detector Location [ft]	3.0	0.0	0.0	3.0	0.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Detector Length [ft]	40.0	0.0	0.0	40.0	0.0	0.0	40.0	40.0	0.0	40.0	40.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	R	L	C	R	L	C	C	L	C	R
C, Cycle Length [s]	160	160	160	160	160	160	160	160	160	160	160	160
L, Total Lost Time per Cycle [s]	6.20	6.20	6.20	6.20	6.20	6.20	6.80	5.00	5.00	6.80	5.00	5.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	0.00	4.20	4.20	0.00	4.20	4.20	4.80	3.00	3.00	4.80	3.00	3.00
g_i, Effective Green Time [s]	88	55	55	88	82	82	4	39	39	15	49	49
g / C, Green / Cycle	0.55	0.34	0.34	0.55	0.51	0.51	0.03	0.24	0.24	0.10	0.31	0.31
(v / s)_i Volume / Saturation Flow Rate	0.00	0.16	0.26	0.52	0.22	0.03	0.01	0.22	0.22	0.12	0.22	0.09
s, saturation flow rate [veh/h]	687	3204	1431	791	3204	1431	3113	1683	1678	3113	3204	1431
c, Capacity [veh/h]	352	1104	493	455	1636	730	86	406	405	296	989	442
d1, Uniform Delay [s]	17.78	41.09	46.76	26.39	24.60	19.82	76.76	59.11	59.11	72.40	49.23	42.12
k, delay calibration	0.50	0.50	0.50	0.50	0.50	0.50	0.11	0.24	0.24	0.11	0.11	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	0.03	1.46	10.99	23.82	0.84	0.17	4.89	16.05	16.10	136.90	1.02	0.38
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.01	0.47	0.77	0.90	0.43	0.06	0.52	0.92	0.92	1.29	0.72	0.30
d, Delay for Lane Group [s/veh]	17.81	42.55	57.75	50.20	25.44	19.99	81.66	75.15	75.20	209.30	50.26	42.50
Lane Group LOS	B	D	E	D	C	B	F	E	E	F	D	D
Critical Lane Group	No	No	Yes	Yes	No	No	No	No	Yes	Yes	No	No
50th-Percentile Queue Length [veh/ln]	0.04	8.44	15.03	12.44	8.76	0.95	0.96	16.19	16.15	11.61	12.66	3.99
50th-Percentile Queue Length [ft/ln]	0.93	211.04	375.78	310.99	218.95	23.77	24.10	404.70	403.74	290.29	316.42	99.85
95th-Percentile Queue Length [veh/ln]	0.07	13.21	21.39	18.22	13.61	1.71	1.74	22.79	22.74	18.79	18.49	7.19
95th-Percentile Queue Length [ft/ln]	1.67	330.16	534.74	455.60	340.28	42.78	43.38	569.67	568.50	469.87	462.28	179.74

Movement, Approach, & Intersection Results

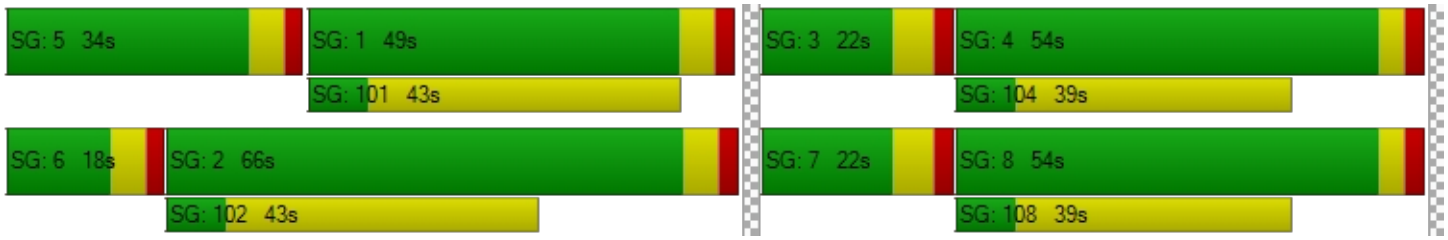
d_M, Delay for Movement [s/veh]	17.81	42.55	57.75	50.20	25.44	19.99	81.66	75.18	75.20	209.30	50.26	42.50
Movement LOS	B	D	E	D	C	B	F	E	E	F	D	D
d_A, Approach Delay [s/veh]	48.86			33.95			75.55			98.82		
Approach LOS	D			C			E			F		
d_I, Intersection Delay [s/veh]	64.78											
Intersection LOS	E											
Intersection V/C	0.764											

Other Modes

g_Walk,mi, Effective Walk Time [s]	11.0	11.0	11.0	11.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	69.38	69.38	69.38	69.38
l_p,int, Pedestrian LOS Score for Intersection	2.805	2.784	2.947	3.406
Crosswalk LOS	C	C	C	C
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	535	748	613	613
d_b, Bicycle Delay [s]	42.92	31.38	38.50	38.50
l_b,int, Bicycle LOS Score for Intersection	2.306	2.522	2.209	2.574
Bicycle LOS	B	B	B	B

Sequence

Ring 1	5	1	3	4	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	6	2	7	8	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

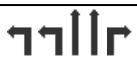


PM

Intersection Level Of Service Report
Intersection 1: NW 22 Avenue and SR 9

Control Type:	Signalized	Delay (sec / veh):	91.7
Analysis Method:	HCM 7th Edition	Level Of Service:	F
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.977

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	2	0	0	2	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	80.00	100.00	100.00	415.00	100.00	100.00	400.00	100.00	275.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	1	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			45.00			45.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	Yes			Yes			Yes			Yes		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
Base Volume Input [veh/h]	6	785	678	237	641	54	69	769	4	267	611	210
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	6	816	705	246	667	56	72	800	4	278	635	218
Peak Hour Factor	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	2	217	188	65	177	15	19	213	1	74	169	58
Total Analysis Volume [veh/h]	6	868	750	262	710	60	77	851	4	296	676	232
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	Yes
Signal Coordination Group	-
Cycle Length [s]	160
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	136.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	ProtPer	Permiss	Permiss	ProtPer	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	6	1	0	5	2	0	3	8	0	7	4	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	7	0	5	7	0	5	18	0	5	18	0
Maximum Green [s]	30	50	0	30	50	0	22	50	0	22	50	0
Amber [s]	4.0	4.0	0.0	4.0	4.0	0.0	4.8	4.8	0.0	4.8	4.8	0.0
All red [s]	2.0	2.2	0.0	2.0	2.2	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Split [s]	32	62	0	26	56	0	21	52	0	21	52	0
Vehicle Extension [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	7	0	0	7	0	0	7	0	0	7	0
Pedestrian Clearance [s]	0	36	0	0	36	0	0	32	0	0	32	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
I2, Clearance Lost Time [s]	4.0	4.2	0.0	4.0	4.2	0.0	4.8	4.8	0.0	4.8	4.8	0.0
Minimum Recall	No	No		No	No		No	No		No	No	
Maximum Recall	No	No		No	No		No	No		No	No	
Pedestrian Recall	No	No		No	No		No	No		No	No	
Detector Location [ft]	3.0	0.0	0.0	3.0	0.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Detector Length [ft]	40.0	0.0	0.0	40.0	0.0	0.0	40.0	40.0	0.0	40.0	40.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	R	L	C	R	L	C	C	L	C	R
C, Cycle Length [s]	161	161	161	161	161	161	161	161	161	161	161	161
L, Total Lost Time per Cycle [s]	6.20	6.20	6.20	6.20	6.20	6.20	6.80	6.80	6.80	6.80	6.80	6.80
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	0.00	4.20	4.20	0.00	4.20	4.20	4.80	4.80	4.80	4.80	4.80	4.80
g_i, Effective Green Time [s]	83	58	58	83	76	76	6	43	43	14	52	52
g / C, Green / Cycle	0.51	0.36	0.36	0.51	0.47	0.47	0.04	0.27	0.27	0.09	0.32	0.32
(v / s)_i Volume / Saturation Flow Rate	0.01	0.27	0.52	0.40	0.22	0.04	0.02	0.25	0.25	0.10	0.21	0.16
s, saturation flow rate [veh/h]	692	3204	1431	652	3204	1431	3113	1683	1680	3113	3204	1431
c, Capacity [veh/h]	321	1145	511	333	1501	670	114	452	451	275	1025	458
d1, Uniform Delay [s]	21.09	45.60	51.73	37.81	29.22	23.74	76.59	57.77	57.77	73.40	47.18	44.44
k, delay calibration	0.50	0.50	0.50	0.50	0.50	0.50	0.11	0.30	0.30	0.11	0.11	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	0.11	4.72	220.72	16.99	1.07	0.26	6.73	22.24	22.26	49.16	0.73	0.87
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.02	0.76	1.47	0.79	0.47	0.09	0.67	0.95	0.95	1.08	0.66	0.51
d, Delay for Lane Group [s/veh]	21.20	50.31	272.45	54.80	30.29	24.01	83.33	80.00	80.03	122.56	47.92	45.31
Lane Group LOS	C	D	F	D	C	C	F	F	F	F	D	D
Critical Lane Group	No	No	Yes	Yes	No	No	No	No	Yes	Yes	No	No
50th-Percentile Queue Length [veh/ln]	0.12	16.14	51.91	7.47	9.74	1.36	1.67	19.52	19.49	7.48	11.60	7.54
50th-Percentile Queue Length [ft/ln]	3.07	403.47	1297.72	186.79	243.44	33.89	41.68	487.88	487.16	186.92	290.05	188.58
95th-Percentile Queue Length [veh/ln]	0.22	22.73	78.89	11.95	14.86	2.44	3.00	26.76	26.73	12.29	17.19	12.05
95th-Percentile Queue Length [ft/ln]	5.53	568.18	1972.18	298.86	371.38	61.00	75.02	669.00	668.14	307.23	429.71	301.19

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	21.20	50.31	272.45	54.80	30.29	24.01	83.33	80.02	80.03	122.56	47.92	45.31
Movement LOS	C	D	F	D	C	C	F	F	F	F	D	D
d_A, Approach Delay [s/veh]	152.79			36.15			80.29			65.76		
Approach LOS	F			D			F			E		
d_I, Intersection Delay [s/veh]	91.71											
Intersection LOS	F											
Intersection V/C	0.977											

Other Modes

g_Walk,mi, Effective Walk Time [s]	11.0	11.0	11.0	11.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	69.88	69.88	69.88	69.88
l_p,int, Pedestrian LOS Score for Intersection	2.908	2.839	2.975	3.400
Crosswalk LOS	C	C	C	C
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	693	619	561	561
d_b, Bicycle Delay [s]	34.37	38.40	41.64	41.64
l_b,int, Bicycle LOS Score for Intersection	2.899	2.411	2.329	2.553
Bicycle LOS	C	B	B	B

Sequence

Ring 1	5	1	3	4	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	6	2	7	8	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Scenario No. 2

NW 22nd Avenue & Service Road

AM

Intersection Level Of Service Report
Intersection 3: NW 22 Avenue and Service Road

Control Type:	Two-way stop	Delay (sec / veh):	14.0
Analysis Method:	HCM 7th Edition	Level Of Service:	B
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.024

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue			Service Road			Service Road		
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	1	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	60.00	100.00	95.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name	NW 22 Avenue			NW 22 Avenue			Service Road			Service Road		
Base Volume Input [veh/h]	0	834	0	0	1024	0	0	0	10	0	0	10
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0400	1.0400	1.0000	1.0400	1.0400	1.0000	1.0000	1.0400	1.0000	1.0000	1.0400
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	867	0	0	1065	0	0	0	10	0	0	10
Peak Hour Factor	1.0000	0.9710	0.9710	1.0000	0.9710	0.9710	1.0000	1.0000	0.9710	1.0000	1.0000	0.9710
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	223	0	0	274	0	0	0	3	0	0	3
Total Analysis Volume [veh/h]	0	893	0	0	1097	0	0	0	10	0	0	10
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Priority Scheme	Free	Free	Stop	Stop
Flared Lane				
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance			No	No
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.01	0.00	0.00	0.01	0.00	0.00	0.00	0.02	0.00	0.00	0.02
d_M, Delay for Movement [s/veh]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.98	0.00	0.00	12.69
Movement LOS		A	A		A	A			B			B
95th-Percentile Queue Length [veh/ln]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.07	0.00	0.00	0.06
95th-Percentile Queue Length [ft/ln]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.87	0.00	0.00	1.60
d_A, Approach Delay [s/veh]	0.00			0.00			13.98			12.69		
Approach LOS	A			A			B			B		
d_I, Intersection Delay [s/veh]	0.13											
Intersection LOS	B											

PM

Intersection Level Of Service Report
Intersection 3: NW 22 Avenue and NW Service Road

Control Type:	Two-way stop	Delay (sec / veh):	18.6
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.040

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue			Service Road			Service Road		
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	1	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	60.00	100.00	95.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name	NW 22 Avenue			NW 22 Avenue			Service Road			Service Road		
Base Volume Input [veh/h]	0	1469	0	0	912	6	0	0	7	0	0	10
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0400	1.0400	1.0000	1.0400	1.0400	1.0000	1.0000	1.0400	1.0000	1.0000	1.0400
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	1528	0	0	948	6	0	0	7	0	0	10
Peak Hour Factor	1.0000	0.9400	0.9400	1.0000	0.9400	0.9400	1.0000	1.0000	0.9400	1.0000	1.0000	0.9400
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	406	0	0	252	2	0	0	2	0	0	3
Total Analysis Volume [veh/h]	0	1626	0	0	1009	6	0	0	7	0	0	11
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Priority Scheme	Free	Free	Stop	Stop
Flared Lane				
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance			No	No
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.02	0.00	0.00	0.01	0.00	0.00	0.00	0.02	0.00	0.00	0.04
d_M, Delay for Movement [s/veh]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.37	0.00	0.00	18.59
Movement LOS		A	A		A	A			B			C
95th-Percentile Queue Length [veh/ln]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.05	0.00	0.00	0.12
95th-Percentile Queue Length [ft/ln]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.22	0.00	0.00	3.10
d_A, Approach Delay [s/veh]	0.00			0.00			13.37			18.59		
Approach LOS	A			A			B			C		
d_I, Intersection Delay [s/veh]	0.11											
Intersection LOS	C											

Scenario No. 2

NW 22nd Avenue & Rutland Street

AM

Intersection Level Of Service Report
Intersection 2: NW 22 Avenue & Rutland Street

Control Type:	Signalized	Delay (sec / veh):	5.9
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.348

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue				Rutland Avenue			Rutland Avenue		
Approach	Northbound			Southbound				Eastbound			Westbound		
Lane Configuration													
Turning Movement	Left	Thru	Right	U-tu	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	0	0	0	1	0	0	0
Entry Pocket Length [ft]	55.00	100.00	100.00	60.00	100.0	100.0	100.0	100.00	100.00	50.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00				30.00			30.00		
Grade [%]	0.00			0.00				0.00			0.00		
Curb Present	Yes			Yes				Yes			Yes		
Crosswalk	Yes			No				Yes			Yes		

Volumes

Name	NW 22 Avenue			NW 22 Avenue				Rutland Avenue			Rutland Avenue		
Base Volume Input [veh/h]	4	744	5	18	28	920	15	13	2	11	24	8	15
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00												
Growth Factor	1.0400	1.0400	1.0400	1.040	1.040	1.040	1.040	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	4	774	5	19	29	957	16	14	2	11	25	8	16
Peak Hour Factor	0.9710	0.9710	0.9710	0.971	0.971	0.971	0.971	0.9710	0.9710	0.9710	0.9710	0.9710	0.9710
Other Adjustment Factor	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	199	1	5	7	246	4	4	1	3	6	2	4
Total Analysis Volume [veh/h]	4	797	5	20	30	986	16	14	2	11	26	8	16
Presence of On-Street Parking	No		No	No			No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0				0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0				0			0		
v_co, Outbound Pedestrian Volume crossing	0			0				0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0				0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0				0			0		
Bicycle Volume [bicycles/h]	0			0				0			0		

Intersection Settings

Located in CBD	Yes
Signal Coordination Group	-
Cycle Length [s]	160
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	152.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Permiss	Permiss	Permiss	Permi	Permi	Permi	Permi	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	0	6	0	0	0	2	0	0	8	0	0	4	0
Auxiliary Signal Groups													
Lead / Lag	-	-	-	-	-	-	-	-	-	-	-	-	-
Minimum Green [s]	0	18	0	0	0	18	0	0	7	0	0	7	0
Maximum Green [s]	0	48	0	0	0	48	0	0	24	0	0	24	0
Amber [s]	0.0	4.0	0.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0
All red [s]	0.0	3.0	0.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0
Split [s]	0	78	0	0	0	78	0	0	82	0	0	82	0
Vehicle Extension [s]	0.0	3.0	0.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0
Walk [s]	0	7	0	0	0	7	0	0	26	0	0	7	0
Pedestrian Clearance [s]	0	18	0	0	0	18	0	0	10	0	0	10	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No				No			No			No	
I1, Start-Up Lost Time [s]	0.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0
I2, Clearance Lost Time [s]	0.0	5.0	0.0	0.0	0.0	5.0	0.0	0.0	5.0	0.0	0.0	5.0	0.0
Minimum Recall		No				No			No			No	
Maximum Recall		No				No			No			No	
Pedestrian Recall		No				No			No			No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	0.0	0.0	40.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	C	L	C	C	C	R	C
C, Cycle Length [s]	160	160	160	160	160	160	160	160	160
L, Total Lost Time per Cycle [s]	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
l1_p, Permitted Start-Up Lost Time [s]	2.00	0.00	0.00	2.00	0.00	0.00	2.00	0.00	2.00
l2, Clearance Lost Time [s]	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
g_i, Effective Green Time [s]	137	137	137	137	137	137	9	9	9
g / C, Green / Cycle	0.85	0.85	0.85	0.85	0.85	0.85	0.06	0.06	0.06
(v / s)_i Volume / Saturation Flow Rate	0.01	0.24	0.24	0.08	0.30	0.30	0.01	0.01	0.05
s, saturation flow rate [veh/h]	506	1683	1679	610	1683	1674	1122	1431	1010
c, Capacity [veh/h]	441	1440	1436	533	1440	1431	106	82	92
d1, Uniform Delay [s]	3.78	2.20	2.20	3.50	2.39	2.39	72.04	71.67	75.39
k, delay calibration	0.50	0.50	0.50	0.50	0.50	0.50	0.11	0.11	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	0.04	0.48	0.48	0.35	0.67	0.67	0.65	0.74	4.93
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.01	0.28	0.28	0.09	0.35	0.35	0.15	0.13	0.54
d, Delay for Lane Group [s/veh]	3.82	2.68	2.68	3.85	3.05	3.06	72.68	72.41	80.32
Lane Group LOS	A	A	A	A	A	A	E	E	F
Critical Lane Group	No	No	No	No	No	Yes	No	No	Yes
50th-Percentile Queue Length [veh/ln]	0.03	2.07	2.07	0.38	2.82	2.81	0.65	0.45	2.18
50th-Percentile Queue Length [ft/ln]	0.80	51.82	51.72	9.53	70.53	70.18	16.29	11.23	54.61
95th-Percentile Queue Length [veh/ln]	0.06	3.73	3.72	0.69	5.08	5.05	1.17	0.81	3.93
95th-Percentile Queue Length [ft/ln]	1.43	93.28	93.10	17.16	126.96	126.32	29.32	20.21	98.29

Movement, Approach, & Intersection Results

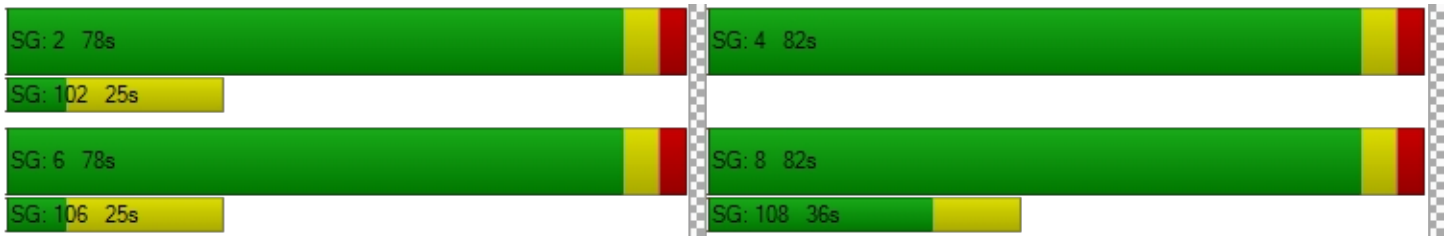
d_M, Delay for Movement [s/veh]	3.82	2.68	2.68	3.85	3.85	3.06	3.06	72.68	72.68	72.41	80.32	80.32	80.32
Movement LOS	A	A	A	A	A	A	A	E	E	E	F	F	F
d_A, Approach Delay [s/veh]	2.69			3.09				72.57			80.32		
Approach LOS	A			A				E			F		
d_I, Intersection Delay [s/veh]	5.89												
Intersection LOS	A												
Intersection V/C	0.348												

Other Modes

g_Walk,mi, Effective Walk Time [s]	30.0	0.0	11.0	11.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	52.81	0.00	69.38	69.38
l_p,int, Pedestrian LOS Score for Intersection	2.710	0.000	1.991	1.856
Crosswalk LOS	B	F	A	A
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	888	888	938	938
d_b, Bicycle Delay [s]	24.75	24.75	22.58	22.58
l_b,int, Bicycle LOS Score for Intersection	2.225	2.403	1.604	1.642
Bicycle LOS	B	B	A	A

Sequence

Ring 1	2	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	6	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



PM

Intersection Level Of Service Report
Intersection 2: NW 22 Avenue & Rutland Street

Control Type:	Signalized	Delay (sec / veh):	5.3
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.391

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue				Rutland Street			Rutland Street		
Approach	Northbound			Southbound				Eastbound			Westbound		
Lane Configuration													
Turning Movement	Left	Thru	Right	U-tu	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	0	0	0	1	0	0	0
Entry Pocket Length [ft]	55.00	100.00	100.00	60.00	100.0	100.0	100.0	100.00	100.00	50.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00				30.00			30.00		
Grade [%]	0.00			0.00				0.00			0.00		
Curb Present	Yes			Yes				Yes			Yes		
Crosswalk	Yes			No				Yes			Yes		

Volumes

Name	NW 22 Avenue			NW 22 Avenue				Rutland Street			Rutland Street		
Base Volume Input [veh/h]	7	1113	4	0	40	824	5	30	2	12	10	4	15
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00												
Growth Factor	1.0400	1.0400	1.0400	1.040	1.040	1.040	1.040	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	7	1158	4	0	42	857	5	31	2	12	10	4	16
Peak Hour Factor	0.9800	0.9800	0.9800	0.980	0.980	0.980	0.980	0.9800	0.9800	0.9800	0.9800	0.9800	0.9800
Other Adjustment Factor	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	2	295	1	0	11	219	1	8	1	3	3	1	4
Total Analysis Volume [veh/h]	7	1182	4	0	43	874	5	32	2	12	10	4	16
Presence of On-Street Parking	No		No	No			No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0				0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0				0			0		
v_co, Outbound Pedestrian Volume crossing	0			0				0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0				0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0				0			0		
Bicycle Volume [bicycles/h]	0			0				0			0		

Intersection Settings

Located in CBD	Yes
Signal Coordination Group	-
Cycle Length [s]	160
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	152.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Permiss	Permiss	Permiss	Permi	Permi	Permi	Permi	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	0	6	0	0	0	2	0	0	8	0	0	4	0
Auxiliary Signal Groups													
Lead / Lag	-	-	-	-	-	-	-	-	-	-	-	-	-
Minimum Green [s]	0	18	0	0	0	18	0	0	7	0	0	7	0
Maximum Green [s]	0	48	0	0	0	48	0	0	24	0	0	24	0
Amber [s]	0.0	4.0	0.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0
All red [s]	0.0	3.0	0.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0
Split [s]	0	82	0	0	0	82	0	0	78	0	0	78	0
Vehicle Extension [s]	0.0	3.0	0.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0
Walk [s]	0	7	0	0	0	7	0	0	26	0	0	7	0
Pedestrian Clearance [s]	0	18	0	0	0	18	0	0	10	0	0	10	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No				No			No			No	
I1, Start-Up Lost Time [s]	0.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0
I2, Clearance Lost Time [s]	0.0	5.0	0.0	0.0	0.0	5.0	0.0	0.0	5.0	0.0	0.0	5.0	0.0
Minimum Recall		No				No			No			No	
Maximum Recall		No				No			No			No	
Pedestrian Recall		No				No			No			No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	0.0	0.0	40.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	C	L	C	C	C	R	C
C, Cycle Length [s]	160	160	160	160	160	160	160	160	160
L, Total Lost Time per Cycle [s]	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
l1_p, Permitted Start-Up Lost Time [s]	2.00	0.00	0.00	2.00	0.00	0.00	2.00	0.00	2.00
l2, Clearance Lost Time [s]	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
g_i, Effective Green Time [s]	140	140	140	140	140	140	6	6	6
g / C, Green / Cycle	0.87	0.87	0.87	0.87	0.87	0.87	0.04	0.04	0.04
(v / s)_i Volume / Saturation Flow Rate	0.01	0.35	0.35	0.10	0.26	0.26	0.03	0.01	0.04
s, saturation flow rate [veh/h]	568	1683	1681	425	1683	1680	1299	1431	774
c, Capacity [veh/h]	502	1469	1467	376	1469	1466	95	57	61
d1, Uniform Delay [s]	3.10	2.00	2.00	4.39	1.75	1.75	75.73	74.40	76.53
k, delay calibration	0.50	0.50	0.50	0.50	0.50	0.50	0.11	0.11	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	0.05	0.83	0.83	0.62	0.52	0.52	2.25	1.83	6.10
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.01	0.40	0.40	0.11	0.30	0.30	0.36	0.21	0.49
d, Delay for Lane Group [s/veh]	3.15	2.83	2.83	5.01	2.27	2.28	77.98	76.23	82.63
Lane Group LOS	A	A	A	A	A	A	E	E	F
Critical Lane Group	No	No	Yes	No	No	No	No	No	Yes
50th-Percentile Queue Length [veh/ln]	0.05	2.85	2.85	0.40	1.85	1.85	1.45	0.51	1.35
50th-Percentile Queue Length [ft/ln]	1.20	71.34	71.27	9.95	46.22	46.13	36.24	12.77	33.69
95th-Percentile Queue Length [veh/ln]	0.09	5.14	5.13	0.72	3.33	3.32	2.61	0.92	2.43
95th-Percentile Queue Length [ft/ln]	2.16	128.41	128.29	17.90	83.19	83.04	65.23	22.98	60.65

Movement, Approach, & Intersection Results

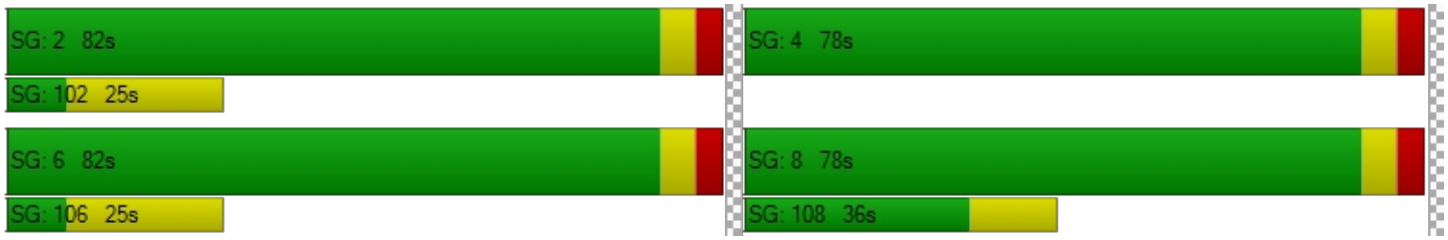
d_M, Delay for Movement [s/veh]	3.15	2.83	2.83	5.01	5.01	2.28	2.28	77.98	77.98	76.23	82.63	82.63	82.63
Movement LOS	A	A	A	A	A	A	A	E	E	E	F	F	F
d_A, Approach Delay [s/veh]	2.83			2.40				77.52			82.63		
Approach LOS	A			A				E			F		
d_I, Intersection Delay [s/veh]	5.31												
Intersection LOS	A												
Intersection V/C	0.391												

Other Modes

g_Walk,mi, Effective Walk Time [s]	30.0	0.0	11.0	11.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	52.81	0.00	69.38	69.38
l_p,int, Pedestrian LOS Score for Intersection	2.738	0.000	1.998	1.842
Crosswalk LOS	B	F	A	A
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	938	938	888	888
d_b, Bicycle Delay [s]	22.58	22.58	24.75	24.75
l_b,int, Bicycle LOS Score for Intersection	2.544	2.285	1.636	1.609
Bicycle LOS	B	B	A	A

Sequence

Ring 1	2	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	6	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Scenario No.3

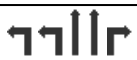
SR 9 & NW 22nd Avenue

AM

Intersection Level Of Service Report
Intersection 1: NW 22 Avenue and SR 9

Control Type:	Signalized	Delay (sec / veh):	65.8
Analysis Method:	HCM 7th Edition	Level Of Service:	E
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.770

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	2	0	0	2	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	80.00	100.00	100.00	415.00	100.00	100.00	400.00	100.00	275.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	1	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			45.00			45.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	Yes			Yes			Yes			Yes		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
Base Volume Input [veh/h]	2	488	354	384	661	44	42	687	6	357	668	123
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	3	7	4	0	7	0	0	0	3	4	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	5	515	372	399	694	46	44	714	9	375	695	128
Peak Hour Factor	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700	0.9700
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	133	96	103	179	12	11	184	2	97	179	33
Total Analysis Volume [veh/h]	5	531	384	411	715	47	45	736	9	387	716	132
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	Yes
Signal Coordination Group	-
Cycle Length [s]	160
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	126.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	ProtPer	Permiss	Permiss	ProtPer	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	6	1	0	5	2	0	3	8	0	7	4	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	7	0	5	7	0	5	18	0	5	18	0
Maximum Green [s]	30	50	0	30	50	0	22	50	0	22	50	0
Amber [s]	4.0	4.0	0.0	4.0	4.0	0.0	4.8	3.0	0.0	4.8	3.0	0.0
All red [s]	2.0	2.2	0.0	2.0	2.2	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Split [s]	18	49	0	34	66	0	22	54	0	22	54	0
Vehicle Extension [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	7	0	0	7	0	0	7	0	0	7	0
Pedestrian Clearance [s]	0	36	0	0	36	0	0	32	0	0	32	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
I2, Clearance Lost Time [s]	4.0	4.2	0.0	4.0	4.2	0.0	4.8	3.0	0.0	4.8	3.0	0.0
Minimum Recall	No	No		No	No		No	No		No	No	
Maximum Recall	No	No		No	No		No	No		No	No	
Pedestrian Recall	No	No		No	No		No	No		No	No	
Detector Location [ft]	3.0	0.0	0.0	3.0	0.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Detector Length [ft]	40.0	0.0	0.0	40.0	0.0	0.0	40.0	40.0	0.0	40.0	40.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	R	L	C	R	L	C	C	L	C	R
C, Cycle Length [s]	160	160	160	160	160	160	160	160	160	160	160	160
L, Total Lost Time per Cycle [s]	6.20	6.20	6.20	6.20	6.20	6.20	6.80	5.00	5.00	6.80	5.00	5.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	0.00	4.20	4.20	0.00	4.20	4.20	4.80	3.00	3.00	4.80	3.00	3.00
g_i, Effective Green Time [s]	88	55	55	88	81	81	4	39	39	15	50	50
g / C, Green / Cycle	0.55	0.34	0.34	0.55	0.51	0.51	0.03	0.24	0.24	0.10	0.31	0.31
(v / s)_i Volume / Saturation Flow Rate	0.01	0.17	0.27	0.52	0.22	0.03	0.01	0.22	0.22	0.12	0.22	0.09
s, saturation flow rate [veh/h]	690	3204	1431	788	3204	1431	3113	1683	1676	3113	3204	1431
c, Capacity [veh/h]	352	1100	491	453	1621	724	86	408	406	296	992	443
d1, Uniform Delay [s]	17.96	41.36	47.17	26.64	25.13	20.19	76.76	59.02	59.03	72.40	49.09	41.99
k, delay calibration	0.50	0.50	0.50	0.50	0.50	0.50	0.11	0.24	0.24	0.11	0.11	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	0.07	1.52	11.75	24.64	0.87	0.17	4.89	16.17	16.24	144.29	1.01	0.37
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.01	0.48	0.78	0.91	0.44	0.06	0.52	0.92	0.92	1.31	0.72	0.30
d, Delay for Lane Group [s/veh]	18.04	42.88	58.92	51.28	26.01	20.36	81.66	75.19	75.27	216.69	50.10	42.37
Lane Group LOS	B	D	E	D	C	C	F	E	E	F	D	D
Critical Lane Group	No	No	Yes	Yes	No	No	No	No	Yes	Yes	No	No
50th-Percentile Queue Length [veh/ln]	0.09	8.60	15.40	12.55	8.97	0.96	0.96	16.28	16.22	11.92	12.63	3.99
50th-Percentile Queue Length [ft/ln]	2.32	214.97	385.08	313.79	224.18	24.02	24.10	406.88	405.43	297.88	315.85	99.68
95th-Percentile Queue Length [veh/ln]	0.17	13.41	21.84	18.36	13.88	1.73	1.74	22.89	22.82	19.28	18.46	7.18
95th-Percentile Queue Length [ft/ln]	4.18	335.20	545.99	459.04	346.95	43.24	43.38	572.28	570.53	482.04	461.58	179.43

Movement, Approach, & Intersection Results

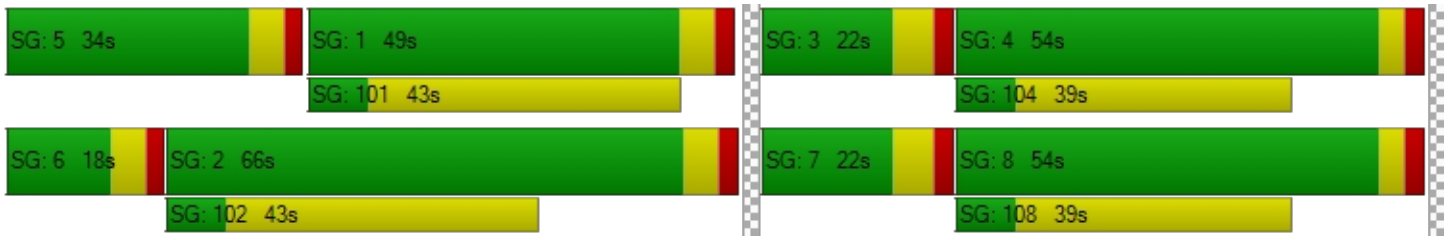
d_M, Delay for Movement [s/veh]	18.04	42.88	58.92	51.28	26.01	20.36	81.66	75.23	75.27	216.69	50.10	42.37
Movement LOS	B	D	E	D	C	C	F	E	E	F	D	D
d_A, Approach Delay [s/veh]	49.44			34.64			75.60			101.47		
Approach LOS	D			C			E			F		
d_I, Intersection Delay [s/veh]	65.85											
Intersection LOS	E											
Intersection V/C	0.770											

Other Modes

g_Walk,mi, Effective Walk Time [s]	11.0	11.0	11.0	11.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	69.38	69.38	69.38	69.38
l_p,int, Pedestrian LOS Score for Intersection	2.810	2.786	2.950	3.407
Crosswalk LOS	C	C	C	C
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	535	748	613	613
d_b, Bicycle Delay [s]	42.92	31.38	38.50	38.50
l_b,int, Bicycle LOS Score for Intersection	2.319	2.527	2.211	2.578
Bicycle LOS	B	B	B	B

Sequence

Ring 1	5	1	3	4	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	6	2	7	8	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



AM Mitigation

Unmitigated

Number	1											
Intersection	NW 22 Avenue and SR 9											
Control Type	Signalized											
Analysis Method	HCM 7th Edition											
Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Base Volume Input [veh/h]	6	785	678	237	641	54	69	769	4	267	611	210
Total Analysis Volume [veh/h]	10	878	755	262	719	60	77	851	7	302	676	232

Intersection Settings

Cycle Length [s]	160											
Coordination Type	Time of Day Pattern Coordinated											
Actuation Type	Semi-actuated											
Lost time [s]	0.00											
Control Type	ProtPer	Permiss	Permiss	ProtPer	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	6	1	0	5	2	0	3	8	0	7	4	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	7	0	5	7	0	5	18	0	5	18	0
Maximum Green [s]	30	50	0	30	50	0	22	50	0	22	50	0
Amber [s]	4.0	4.0	0.0	4.0	4.0	0.0	4.8	4.8	0.0	4.8	4.8	0.0
All red [s]	2.0	2.2	0.0	2.0	2.2	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Split [s]	32	62	0	26	56	0	21	52	0	21	52	0
Walk [s]	0	7	0	0	7	0	0	7	0	0	7	0
Pedestrian Clearance [s]	0	36	0	0	36	0	0	32	0	0	32	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
l1, Start-Up Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Minimum Recall	No	No		No	No		No	No		No	No	
Maximum Recall	No	No		No	No		No	No		No	No	
Pedestrian Recall	No	No		No	No		No	No		No	No	
Pedestrian Signal Group	0											
Pedestrian Walk [s]	0											
Pedestrian Clearance [s]	0											

Lane Group Calculations

g / C, Green / Cycle	0.51	0.36	0.36	0.51	0.46	0.46	0.04	0.27	0.27	0.09	0.32	0.32
(v / s)_i Volume / Saturation Flow Rate	0.01	0.27	0.53	0.40	0.22	0.04	0.02	0.26	0.26	0.10	0.21	0.16
so, Base Saturation Flow per Lane [pc/h/ln]	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Arrival type	3			3			3			3		
s, saturation flow rate [veh/h]	695	3204	1431	653	3204	1431	3113	1683	1678	3113	3204	1431
c, Capacity [veh/h]	320	1138	508	333	1486	663	114	453	452	275	1028	459
X, volume / capacity	0.03	0.77	1.49	0.79	0.48	0.09	0.67	0.95	0.95	1.10	0.66	0.51
d, Delay for Lane Group [s/veh]	21.50	51.17	280.76	55.64	30.97	24.43	83.33	80.20	80.24	130.66	47.80	45.19
Lane Group LOS	C	D	F	E	C	C	F	F	F	F	D	D
Critical Lane Group	No	No	Yes	Yes	No	No	No	No	Yes	Yes	No	No

50th-Percentile Queue Length [veh/ln]	0.21	16.49	52.76	7.49	10.00	1.37	1.67	19.63	19.58	7.79	11.59	7.53
50th-Percentile Queue Length [ft/ln]	5.15	412.34	1319.04	187.19	250.00	34.23	41.68	490.65	489.38	194.64	289.65	188.32
95th-Percentile Queue Length [veh/ln]	0.37	23.15	80.42	11.98	15.19	2.46	3.00	26.89	26.83	12.79	17.17	12.03
95th-Percentile Queue Length [ft/ln]	9.27	578.85	2010.41	299.38	379.65	61.62	75.02	672.28	670.78	319.74	429.20	300.84

Movement, Approach, & Intersection Results

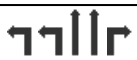
d_M, Delay for Movement [s/veh]	21.50	51.17	280.76	55.64	30.97	24.43	83.33	80.22	80.24	130.66	47.80	45.19
Movement LOS	C	D	F	E	C	C	F	F	F	F	D	D
Critical Movement	No	No	Yes	No	No	No	No	No	No	No	No	No
d_A, Approach Delay [s/veh]	156.49			36.80			80.48			67.98		
Approach LOS	F			D			F			E		
d_I, Intersection Delay [s/veh]	93.79											
Intersection LOS	F											
Intersection V/C	0.983											

PM

Intersection Level Of Service Report
Intersection 1: NW 22 Avenue and SR 9

Control Type:	Signalized	Delay (sec / veh):	93.8
Analysis Method:	HCM 7th Edition	Level Of Service:	F
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.983

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	2	0	0	2	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	80.00	100.00	100.00	415.00	100.00	100.00	400.00	100.00	275.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	1	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			45.00			45.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	Yes			Yes			Yes			Yes		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
Base Volume Input [veh/h]	6	785	678	237	641	54	69	769	4	267	611	210
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	3	9	5	0	9	0	0	0	3	6	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	9	825	710	246	676	56	72	800	7	284	635	218
Peak Hour Factor	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400	0.9400
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	2	219	189	65	180	15	19	213	2	76	169	58
Total Analysis Volume [veh/h]	10	878	755	262	719	60	77	851	7	302	676	232
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	Yes
Signal Coordination Group	-
Cycle Length [s]	160
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	136.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	ProtPer	Permiss	Permiss	ProtPer	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	6	1	0	5	2	0	3	8	0	7	4	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	7	0	5	7	0	5	18	0	5	18	0
Maximum Green [s]	30	50	0	30	50	0	22	50	0	22	50	0
Amber [s]	4.0	4.0	0.0	4.0	4.0	0.0	4.8	4.8	0.0	4.8	4.8	0.0
All red [s]	2.0	2.2	0.0	2.0	2.2	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Split [s]	32	62	0	26	56	0	21	52	0	21	52	0
Vehicle Extension [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	7	0	0	7	0	0	7	0	0	7	0
Pedestrian Clearance [s]	0	36	0	0	36	0	0	32	0	0	32	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
I2, Clearance Lost Time [s]	4.0	4.2	0.0	4.0	4.2	0.0	4.8	4.8	0.0	4.8	4.8	0.0
Minimum Recall	No	No		No	No		No	No		No	No	
Maximum Recall	No	No		No	No		No	No		No	No	
Pedestrian Recall	No	No		No	No		No	No		No	No	
Detector Location [ft]	3.0	0.0	0.0	3.0	0.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Detector Length [ft]	40.0	0.0	0.0	40.0	0.0	0.0	40.0	40.0	0.0	40.0	40.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	R	L	C	R	L	C	C	L	C	R
C, Cycle Length [s]	161	161	161	161	161	161	161	161	161	161	161	161
L, Total Lost Time per Cycle [s]	6.20	6.20	6.20	6.20	6.20	6.20	6.80	6.80	6.80	6.80	6.80	6.80
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	0.00	4.20	4.20	0.00	4.20	4.20	4.80	4.80	4.80	4.80	4.80	4.80
g_i, Effective Green Time [s]	83	57	57	83	75	75	6	43	43	14	52	52
g / C, Green / Cycle	0.51	0.36	0.36	0.51	0.46	0.46	0.04	0.27	0.27	0.09	0.32	0.32
(v / s)_i Volume / Saturation Flow Rate	0.01	0.27	0.53	0.40	0.22	0.04	0.02	0.26	0.26	0.10	0.21	0.16
s, saturation flow rate [veh/h]	695	3204	1431	653	3204	1431	3113	1683	1678	3113	3204	1431
c, Capacity [veh/h]	320	1138	508	333	1486	663	114	453	452	275	1028	459
d1, Uniform Delay [s]	21.32	46.09	51.90	38.59	29.84	24.16	76.59	57.72	57.72	73.40	47.07	44.33
k, delay calibration	0.50	0.50	0.50	0.50	0.50	0.50	0.11	0.30	0.30	0.11	0.11	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	0.18	5.08	228.85	17.05	1.13	0.27	6.73	22.48	22.52	57.26	0.72	0.86
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.03	0.77	1.49	0.79	0.48	0.09	0.67	0.95	0.95	1.10	0.66	0.51
d, Delay for Lane Group [s/veh]	21.50	51.17	280.76	55.64	30.97	24.43	83.33	80.20	80.24	130.66	47.80	45.19
Lane Group LOS	C	D	F	E	C	C	F	F	F	F	D	D
Critical Lane Group	No	No	Yes	Yes	No	No	No	No	Yes	Yes	No	No
50th-Percentile Queue Length [veh/ln]	0.21	16.49	52.76	7.49	10.00	1.37	1.67	19.63	19.58	7.79	11.59	7.53
50th-Percentile Queue Length [ft/ln]	5.15	412.34	1319.04	187.19	250.00	34.23	41.68	490.65	489.38	194.64	289.65	188.32
95th-Percentile Queue Length [veh/ln]	0.37	23.15	80.42	11.98	15.19	2.46	3.00	26.89	26.83	12.79	17.17	12.03
95th-Percentile Queue Length [ft/ln]	9.27	578.85	2010.41	299.38	379.65	61.62	75.02	672.28	670.78	319.74	429.20	300.84

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	21.50	51.17	280.76	55.64	30.97	24.43	83.33	80.22	80.24	130.66	47.80	45.19
Movement LOS	C	D	F	E	C	C	F	F	F	F	D	D
d_A, Approach Delay [s/veh]	156.49			36.80			80.48			67.98		
Approach LOS	F			D			F			E		
d_I, Intersection Delay [s/veh]	93.79											
Intersection LOS	F											
Intersection V/C	0.983											

Other Modes

g_Walk,mi, Effective Walk Time [s]	11.0	11.0	11.0	11.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	69.88	69.88	69.88	69.88
l_p,int, Pedestrian LOS Score for Intersection	2.915	2.843	2.980	3.402
Crosswalk LOS	C	C	C	C
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	693	619	561	561
d_b, Bicycle Delay [s]	34.37	38.40	41.64	41.64
l_b,int, Bicycle LOS Score for Intersection	2.915	2.418	2.331	2.558
Bicycle LOS	C	B	B	B

Sequence

Ring 1	5	1	3	4	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	6	2	7	8	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



PM Mitigation

Unmitigated

Number	1											
Intersection	NW 22 Avenue and SR 9											
Control Type	Signalized											
Analysis Method	HCM 7th Edition											
Name	NW 22 Avenue			NW 22 Avenue			SR 9			SR 9		
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Base Volume Input [veh/h]	6	785	678	237	641	54	69	769	4	267	611	210
Total Analysis Volume [veh/h]	10	878	755	262	719	60	77	851	7	302	676	232

Intersection Settings

Cycle Length [s]	160											
Coordination Type	Time of Day Pattern Coordinated											
Actuation Type	Semi-actuated											
Lost time [s]	0.00											
Control Type	ProtPer	Permiss	Permiss	ProtPer	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	6	1	0	5	2	0	3	8	0	7	4	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	7	0	5	7	0	5	18	0	5	18	0
Maximum Green [s]	30	50	0	30	50	0	22	50	0	22	50	0
Amber [s]	4.0	4.0	0.0	4.0	4.0	0.0	4.8	4.8	0.0	4.8	4.8	0.0
All red [s]	2.0	2.2	0.0	2.0	2.2	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Split [s]	32	62	0	26	56	0	21	52	0	21	52	0
Walk [s]	0	7	0	0	7	0	0	7	0	0	7	0
Pedestrian Clearance [s]	0	36	0	0	36	0	0	32	0	0	32	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
l1, Start-Up Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Minimum Recall	No	No		No	No		No	No		No	No	
Maximum Recall	No	No		No	No		No	No		No	No	
Pedestrian Recall	No	No		No	No		No	No		No	No	
Pedestrian Signal Group	0											
Pedestrian Walk [s]	0											
Pedestrian Clearance [s]	0											

Lane Group Calculations

g / C, Green / Cycle	0.51	0.36	0.36	0.51	0.46	0.46	0.04	0.27	0.27	0.09	0.32	0.32
(v / s)_i Volume / Saturation Flow Rate	0.01	0.27	0.53	0.40	0.22	0.04	0.02	0.26	0.26	0.10	0.21	0.16
so, Base Saturation Flow per Lane [pc/h/ln]	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Arrival type	3			3			3			3		
s, saturation flow rate [veh/h]	695	3204	1431	653	3204	1431	3113	1683	1678	3113	3204	1431
c, Capacity [veh/h]	320	1138	508	333	1486	663	114	453	452	275	1028	459
X, volume / capacity	0.03	0.77	1.49	0.79	0.48	0.09	0.67	0.95	0.95	1.10	0.66	0.51
d, Delay for Lane Group [s/veh]	21.50	51.17	280.76	55.64	30.97	24.43	83.33	80.20	80.24	130.66	47.80	45.19
Lane Group LOS	C	D	F	E	C	C	F	F	F	F	D	D
Critical Lane Group	No	No	Yes	Yes	No	No	No	No	Yes	Yes	No	No

50th-Percentile Queue Length [veh/ln]	0.21	16.49	52.76	7.49	10.00	1.37	1.67	19.63	19.58	7.79	11.59	7.53
50th-Percentile Queue Length [ft/ln]	5.15	412.34	1319.04	187.19	250.00	34.23	41.68	490.65	489.38	194.64	289.65	188.32
95th-Percentile Queue Length [veh/ln]	0.37	23.15	80.42	11.98	15.19	2.46	3.00	26.89	26.83	12.79	17.17	12.03
95th-Percentile Queue Length [ft/ln]	9.27	578.85	2010.41	299.38	379.65	61.62	75.02	672.28	670.78	319.74	429.20	300.84

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	21.50	51.17	280.76	55.64	30.97	24.43	83.33	80.22	80.24	130.66	47.80	45.19
Movement LOS	C	D	F	E	C	C	F	F	F	F	D	D
Critical Movement	No	No	Yes	No	No	No	No	No	No	No	No	No
d_A, Approach Delay [s/veh]	156.49			36.80			80.48			67.98		
Approach LOS	F			D			F			E		
d_I, Intersection Delay [s/veh]	93.79											
Intersection LOS	F											
Intersection V/C	0.983											

Scenario No. 3

NW 22nd Avenue & Service Road

AM

Intersection Level Of Service Report
Intersection 3: NW 22 Avenue and Service Road

Control Type:	Two-way stop	Delay (sec / veh):	14.1
Analysis Method:	HCM 7th Edition	Level Of Service:	B
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.025

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue			Service Road					
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	1	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	60.00	100.00	20.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name	NW 22 Avenue			NW 22 Avenue			Service Road					
Base Volume Input [veh/h]	0	844	0	0	1024	0	0	0	10	0	0	10
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0400	1.0400	1.0000	1.0400	1.0400	1.0000	1.0000	1.0400	1.0000	1.0000	1.0400
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	14	0	0	14	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	892	0	0	1079	0	0	0	10	0	0	10
Peak Hour Factor	1.0000	0.9710	0.9710	1.0000	0.9710	0.9710	1.0000	1.0000	0.9710	1.0000	1.0000	0.9710
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	230	0	0	278	0	0	0	3	0	0	3
Total Analysis Volume [veh/h]	0	919	0	0	1111	0	0	0	10	0	0	10
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Priority Scheme	Free	Free	Stop	Stop
Flared Lane				
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance			No	No
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.01	0.00	0.00	0.01	0.00	0.00	0.00	0.02	0.00	0.00	0.02
d_M, Delay for Movement [s/veh]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.07	0.00	0.00	12.84
Movement LOS		A	A		A	A			B			B
95th-Percentile Queue Length [veh/ln]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.08	0.00	0.00	0.07
95th-Percentile Queue Length [ft/ln]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.89	0.00	0.00	1.63
d_A, Approach Delay [s/veh]	0.00			0.00			14.07			12.84		
Approach LOS	A			A			B			B		
d_I, Intersection Delay [s/veh]	0.13											
Intersection LOS	B											

PM

Intersection Level Of Service Report
Intersection 3: NW 22 Avenue and Service Road

Control Type:	Two-way stop	Delay (sec / veh):	18.2
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.035

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue			Service Road					
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	1	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	60.00	100.00	20.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	No			No			No			No		

Volumes

Name	NW 22 Avenue			NW 22 Avenue			Service Road					
Base Volume Input [veh/h]	0	1469	0	0	912	6	0	0	10	0	0	10
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0400	1.0400	1.0000	1.0400	1.0400	1.0000	1.0000	1.0400	1.0000	1.0000	1.0400
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	17	0	0	18	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	1545	0	0	966	6	0	0	10	0	0	10
Peak Hour Factor	1.0000	0.9710	0.9710	1.0000	0.9710	0.9400	1.0000	1.0000	0.9710	1.0000	1.0000	0.9710
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	398	0	0	249	2	0	0	3	0	0	3
Total Analysis Volume [veh/h]	0	1591	0	0	995	6	0	0	10	0	0	10
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Priority Scheme	Free	Free	Stop	Stop
Flared Lane				
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance			No	No
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.02	0.00	0.00	0.01	0.00	0.00	0.00	0.02	0.00	0.00	0.04
d_M, Delay for Movement [s/veh]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.34	0.00	0.00	18.17
Movement LOS		A	A		A	A			B			C
95th-Percentile Queue Length [veh/ln]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.07	0.00	0.00	0.11
95th-Percentile Queue Length [ft/ln]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.74	0.00	0.00	2.73
d_A, Approach Delay [s/veh]	0.00			0.00			13.34			18.17		
Approach LOS	A			A			B			C		
d_I, Intersection Delay [s/veh]	0.12											
Intersection LOS	C											

Scenario No. 3

NW 22nd Avenue & Rutland Street

AM

Intersection Level Of Service Report
Intersection 2: NW 22 Avenue & Rutland Street

Control Type:	Signalized	Delay (sec / veh):	8.2
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.375

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue				Rutland Street			Rutland Street`		
Approach	Northbound			Southbound				Eastbound			Westbound		
Lane Configuration													
Turning Movement	Left	Thru	Right	U-tu	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	0	0	0	1	0	0	0
Entry Pocket Length [ft]	55.00	100.00	100.00	60.00	100.0	100.0	100.0	100.00	100.00	50.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00				30.00			30.00		
Grade [%]	0.00			0.00				0.00			0.00		
Curb Present	Yes			No				Yes			No		
Crosswalk	Yes			No				Yes			Yes		

Volumes

Name	NW 22 Avenue			NW 22 Avenue				Rutland Avenue			Rutland Avenue		
Base Volume Input [veh/h]	4	744	5	18	28	920	15	13	2	11	24	8	15
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00												
Growth Factor	1.0400	1.0400	1.0400	1.040	1.040	1.040	1.040	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	23	1	0	14	0	0	3	3	0	24	5	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	4	797	6	19	43	957	16	17	5	11	49	13	16
Peak Hour Factor	0.9710	0.9710	0.9710	0.971	0.971	0.971	0.971	0.9710	0.9710	0.9710	0.9710	0.9710	0.9710
Other Adjustment Factor	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	205	2	5	11	246	4	4	1	3	13	3	4
Total Analysis Volume [veh/h]	4	821	6	20	44	986	16	18	5	11	50	13	16
Presence of On-Street Parking	No		No	No			No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0				0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0				0			0		
v_co, Outbound Pedestrian Volume crossing	0			0				0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0				0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0				0			0		
Bicycle Volume [bicycles/h]	0			0				0			0		

Intersection Settings

Located in CBD	Yes
Signal Coordination Group	-
Cycle Length [s]	160
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	152.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Permiss	Permiss	Permiss	Permi	Permi	Permi	Permi	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	0	6	0	0	0	2	0	0	8	0	0	4	0
Auxiliary Signal Groups													
Lead / Lag	-	-	-	-	-	-	-	-	-	-	-	-	-
Minimum Green [s]	0	18	0	0	0	18	0	0	7	0	0	7	0
Maximum Green [s]	0	48	0	0	0	48	0	0	24	0	0	24	0
Amber [s]	0.0	4.0	0.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0
All red [s]	0.0	3.0	0.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0
Split [s]	0	78	0	0	0	78	0	0	82	0	0	82	0
Vehicle Extension [s]	0.0	3.0	0.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0
Walk [s]	0	7	0	0	0	7	0	0	26	0	0	7	0
Pedestrian Clearance [s]	0	18	0	0	0	18	0	0	10	0	0	10	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No				No			No			No	
I1, Start-Up Lost Time [s]	0.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0
I2, Clearance Lost Time [s]	0.0	5.0	0.0	0.0	0.0	5.0	0.0	0.0	5.0	0.0	0.0	5.0	0.0
Minimum Recall		No				No			No			No	
Maximum Recall		No				No			No			No	
Pedestrian Recall		No				No			No			No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	0.0	0.0	40.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	C	L	C	C	C	R	C
C, Cycle Length [s]	160	160	160	160	160	160	160	160	160
L, Total Lost Time per Cycle [s]	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
l1_p, Permitted Start-Up Lost Time [s]	2.00	0.00	0.00	2.00	0.00	0.00	2.00	0.00	2.00
l2, Clearance Lost Time [s]	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
g_i, Effective Green Time [s]	131	131	131	131	131	131	15	15	15
g / C, Green / Cycle	0.82	0.82	0.82	0.82	0.82	0.82	0.09	0.09	0.09
(v / s)_i Volume / Saturation Flow Rate	0.01	0.25	0.25	0.11	0.30	0.30	0.02	0.01	0.08
s, saturation flow rate [veh/h]	506	1683	1679	596	1683	1674	1197	1431	1028
c, Capacity [veh/h]	416	1381	1377	493	1381	1373	150	132	131
d1, Uniform Delay [s]	5.70	3.42	3.42	5.52	3.67	3.67	67.08	66.47	72.93
k, delay calibration	0.50	0.50	0.50	0.50	0.50	0.50	0.11	0.11	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	0.04	0.56	0.56	0.54	0.74	0.75	0.47	0.27	4.37
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.01	0.30	0.30	0.13	0.36	0.36	0.15	0.08	0.60
d, Delay for Lane Group [s/veh]	5.74	3.98	3.98	6.07	4.42	4.42	67.55	66.74	77.30
Lane Group LOS	A	A	A	A	A	A	E	E	E
Critical Lane Group	No	No	No	No	No	Yes	No	No	Yes
50th-Percentile Queue Length [veh/ln]	0.04	3.01	3.00	0.66	3.93	3.91	0.90	0.43	3.39
50th-Percentile Queue Length [ft/ln]	1.02	75.20	75.03	16.46	98.25	97.74	22.43	10.63	84.64
95th-Percentile Queue Length [veh/ln]	0.07	5.41	5.40	1.18	7.07	7.04	1.61	0.77	6.09
95th-Percentile Queue Length [ft/ln]	1.84	135.36	135.05	29.62	176.84	175.93	40.37	19.14	152.36

Movement, Approach, & Intersection Results

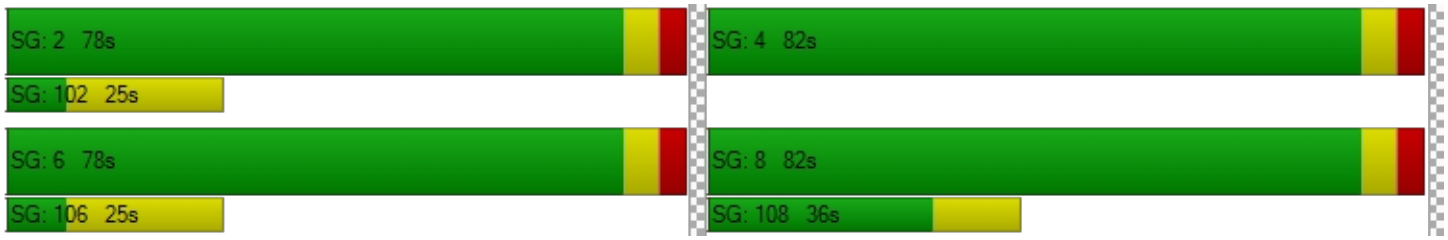
d_M, Delay for Movement [s/veh]	5.74	3.98	3.98	6.07	6.07	4.42	4.42	67.55	67.55	66.74	77.30	77.30	77.30
Movement LOS	A	A	A	A	A	A	A	E	E	E	E	E	E
d_A, Approach Delay [s/veh]	3.99			4.52				67.29			77.30		
Approach LOS	A			A				E			E		
d_I, Intersection Delay [s/veh]	8.22												
Intersection LOS	A												
Intersection V/C	0.375												

Other Modes

g_Walk,mi, Effective Walk Time [s]	30.0	0.0	11.0	11.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	52.81	0.00	69.38	69.38
l_p,int, Pedestrian LOS Score for Intersection	2.754	0.000	1.995	1.899
Crosswalk LOS	C	F	A	A
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	888	888	938	938
d_b, Bicycle Delay [s]	24.75	24.75	22.58	22.58
l_b,int, Bicycle LOS Score for Intersection	2.245	2.403	1.616	1.690
Bicycle LOS	B	B	A	A

Sequence

Ring 1	2	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	6	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



PM

Intersection Level Of Service Report
Intersection 2: NW 22 Avenue & Rutland Street

Control Type:	Signalized	Delay (sec / veh):	7.5
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.420

Intersection Setup

Name	NW 22 Avenue			NW 22 Avenue				Rutland Street			Rutland Street		
Approach	Northbound			Southbound				Eastbound			Westbound		
Lane Configuration													
Turning Movement	Left	Thru	Right	U-tu	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	0	0	0	1	0	0	0
Entry Pocket Length [ft]	55.00	100.00	100.00	60.00	100.0	100.0	100.0	100.00	100.00	50.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00				30.00			30.00		
Grade [%]	0.00			0.00				0.00			0.00		
Curb Present	Yes			No				Yes			No		
Crosswalk	Yes			No				Yes			Yes		

Volumes

Name	NW 22 Avenue			NW 22 Avenue				Rutland Street			Rutland Street		
Base Volume Input [veh/h]	7	1113	5	0	40	824	5	30	2	12	10	4	15
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00												
Growth Factor	1.0400	1.0400	1.0400	1.040	1.040	1.040	1.040	1.0400	1.0400	1.0400	1.0400	1.0400	1.0400
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	26	2	0	18	0	0	4	4	0	27	5	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	7	1184	7	0	60	857	5	35	6	12	37	9	16
Peak Hour Factor	0.9800	0.9710	0.9710	0.971	0.971	0.971	0.971	0.9710	0.9710	0.9800	0.9710	0.9710	0.9710
Other Adjustment Factor	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	2	305	2	0	15	221	1	9	2	3	10	2	4
Total Analysis Volume [veh/h]	7	1219	7	0	62	883	5	36	6	12	38	9	16
Presence of On-Street Parking	No		No	No			No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0				0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0				0			0		
v_co, Outbound Pedestrian Volume crossing	0			0				0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0				0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0				0			0		
Bicycle Volume [bicycles/h]	0			0				0			0		

Intersection Settings

Located in CBD	Yes
Signal Coordination Group	-
Cycle Length [s]	160
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	152.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Permiss	Permiss	Permiss	Permi	Permi	Permi	Permi	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	0	6	0	0	0	2	0	0	8	0	0	4	0
Auxiliary Signal Groups													
Lead / Lag	-	-	-	-	-	-	-	-	-	-	-	-	-
Minimum Green [s]	0	18	0	0	0	18	0	0	7	0	0	7	0
Maximum Green [s]	0	48	0	0	0	48	0	0	24	0	0	24	0
Amber [s]	0.0	4.0	0.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0	0.0	4.0	0.0
All red [s]	0.0	3.0	0.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0
Split [s]	0	82	0	0	0	82	0	0	78	0	0	78	0
Vehicle Extension [s]	0.0	3.0	0.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0
Walk [s]	0	7	0	0	0	7	0	0	26	0	0	7	0
Pedestrian Clearance [s]	0	18	0	0	0	18	0	0	10	0	0	10	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No				No			No			No	
I1, Start-Up Lost Time [s]	0.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0
I2, Clearance Lost Time [s]	0.0	5.0	0.0	0.0	0.0	5.0	0.0	0.0	5.0	0.0	0.0	5.0	0.0
Minimum Recall		No				No			No			No	
Maximum Recall		No				No			No			No	
Pedestrian Recall		No				No			No			No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	2.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	0.0	0.0	40.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	C	L	C	C	C	R	C
C, Cycle Length [s]	160	160	160	160	160	160	160	160	160
L, Total Lost Time per Cycle [s]	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
l1_p, Permitted Start-Up Lost Time [s]	2.00	0.00	0.00	2.00	0.00	0.00	2.00	0.00	2.00
l2, Clearance Lost Time [s]	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
g_i, Effective Green Time [s]	135	135	135	135	135	135	11	11	11
g / C, Green / Cycle	0.85	0.85	0.85	0.85	0.85	0.85	0.07	0.07	0.07
(v / s)_i Volume / Saturation Flow Rate	0.01	0.36	0.36	0.15	0.26	0.26	0.03	0.01	0.06
s, saturation flow rate [veh/h]	563	1683	1680	409	1683	1680	1385	1431	1138
c, Capacity [veh/h]	455	1425	1422	324	1425	1422	133	94	111
d1, Uniform Delay [s]	5.97	2.96	2.96	9.48	2.55	2.55	71.84	70.42	74.53
k, delay calibration	0.50	0.50	0.50	0.50	0.50	0.50	0.11	0.11	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	0.06	0.95	0.95	1.31	0.57	0.57	1.35	0.60	4.51
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.02	0.43	0.43	0.19	0.31	0.31	0.32	0.13	0.57
d, Delay for Lane Group [s/veh]	6.03	3.91	3.91	10.78	3.12	3.13	73.19	71.02	79.04
Lane Group LOS	A	A	A	B	A	A	E	E	E
Critical Lane Group	No	No	Yes	No	No	No	No	No	Yes
50th-Percentile Queue Length [veh/ln]	0.07	4.18	4.18	0.94	2.61	2.60	1.72	0.48	2.72
50th-Percentile Queue Length [ft/ln]	1.82	104.57	104.41	23.44	65.17	65.05	42.98	12.08	68.04
95th-Percentile Queue Length [veh/ln]	0.13	7.53	7.52	1.69	4.69	4.68	3.09	0.87	4.90
95th-Percentile Queue Length [ft/ln]	3.28	188.23	187.93	42.19	117.31	117.09	77.36	21.74	122.47

Movement, Approach, & Intersection Results

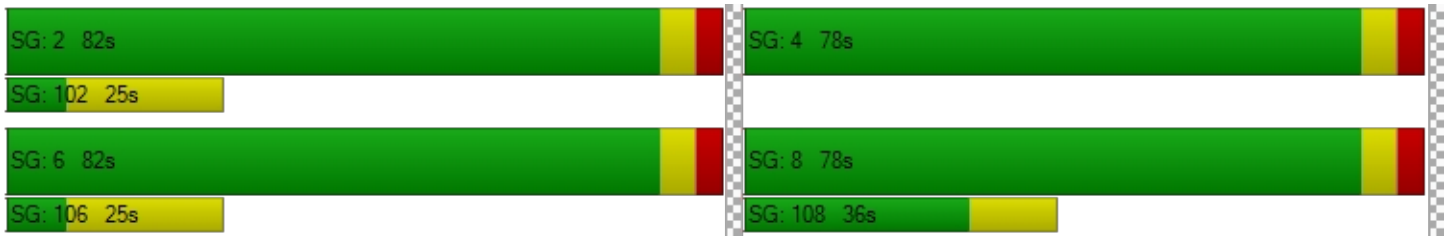
d_M, Delay for Movement [s/veh]	6.03	3.91	3.91	10.78	10.78	3.13	3.13	73.19	73.19	71.02	79.04	79.04	79.04
Movement LOS	A	A	A	B	B	A	A	E	E	E	E	E	E
d_A, Approach Delay [s/veh]	3.92			3.63				72.70			79.04		
Approach LOS	A			A				E			E		
d_I, Intersection Delay [s/veh]	7.47												
Intersection LOS	A												
Intersection V/C	0.420												

Other Modes

g_Walk,mi, Effective Walk Time [s]	30.0	0.0	11.0	11.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	52.81	0.00	69.38	69.38
l_p,int, Pedestrian LOS Score for Intersection	2.793	0.000	2.002	1.898
Crosswalk LOS	C	F	B	A
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	938	938	888	888
d_b, Bicycle Delay [s]	22.58	22.58	24.75	24.75
l_b,int, Bicycle LOS Score for Intersection	2.577	2.292	1.649	1.664
Bicycle LOS	B	B	A	A

Sequence

Ring 1	2	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	6	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Scenario No. 3

NW 22nd Avenue & Proposed Driveway

AM

Intersection Level Of Service Report
Intersection 8: Drivewa No1

Control Type:	Two-way stop	Delay (sec / veh):	11.3
Analysis Method:	HCM 6th Edition	Level Of Service:	B
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.024

Intersection Setup

Name	NW 22 Avenue		NW 22 Avenue		Driveway No1	
Approach	Northbound		Southbound		Westbound	
Lane Configuration						
Turning Movement	Thru	Right	Left	Thru	Left	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	1	0	0	0	0
Entry Pocket Length [ft]	100.00	20.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	1	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	100.00	0.00	0.00
Speed [mph]	30.00		30.00		30.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	No		No		Yes	

Volumes

Name	NW 22 Avenue		NW 22 Avenue		Driveway No1	
Base Volume Input [veh/h]	823	0	0	0	0	0
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	25	0	14	0	14
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	823	25	0	14	0	14
Peak Hour Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	206	6	0	4	0	4
Total Analysis Volume [veh/h]	823	25	0	14	0	14
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Free	Free	Stop
Flared Lane			
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance			No
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.01	0.00	0.00	0.00	0.00	0.02
d_M, Delay for Movement [s/veh]	0.00	0.00	0.00	0.00	0.00	11.26
Movement LOS	A	A		A		B
95th-Percentile Queue Length [veh/ln]	0.00	0.00	0.00	0.00	0.00	0.07
95th-Percentile Queue Length [ft/ln]	0.00	0.00	0.00	0.00	0.00	1.82
d_A, Approach Delay [s/veh]	0.00		0.00		11.26	
Approach LOS	A		A		B	
d_I, Intersection Delay [s/veh]	0.18					
Intersection LOS	B					

PM

Intersection Level Of Service Report
Intersection 8: Driveway No1

Control Type:	Two-way stop	Delay (sec / veh):	16.1
Analysis Method:	HCM 6th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.050

Intersection Setup

Name	NW 22 Avenue		NW 22 Avenue		Driveway No1	
Approach	Northbound		Southbound		Westbound	
Lane Configuration						
Turning Movement	Thru	Right	Left	Thru	Left	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	1	0	0	0	0
Entry Pocket Length [ft]	100.00	20.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	1	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	100.00	0.00	0.00
Speed [mph]	30.00		30.00		30.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	No		No		Yes	

Volumes

Name	NW 22 Avenue		NW 22 Avenue		Driveway No1	
Base Volume Input [veh/h]	1552	0	0	0	0	0
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	29	0	18	0	17
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	1552	29	0	18	0	17
Peak Hour Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	388	7	0	5	0	4
Total Analysis Volume [veh/h]	1552	29	0	18	0	17
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Free	Free	Stop
Flared Lane			
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance			No
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.02	0.00	0.00	0.00	0.00	0.05
d_M, Delay for Movement [s/veh]	0.00	0.00	0.00	0.00	0.00	16.14
Movement LOS	A	A		A		C
95th-Percentile Queue Length [veh/ln]	0.00	0.00	0.00	0.00	0.00	0.16
95th-Percentile Queue Length [ft/ln]	0.00	0.00	0.00	0.00	0.00	3.93
d_A, Approach Delay [s/veh]	0.00		0.00		16.14	
Approach LOS	A		A		C	
d_I, Intersection Delay [s/veh]	0.17					
Intersection LOS	C					

Scenario No. 3

Rutland Street & Proposed Driveway

AM

Intersection Level Of Service Report
Intersection 10: Driveway 2

Control Type:	Two-way stop
Analysis Method:	HCM 6th Edition
Analysis Period:	15 minutes

Delay (sec / veh):	9.5
Level Of Service:	A
Volume to Capacity (v/c):	0.012

Intersection Setup

Name	Driveway No.2		Rutland Avenue		Rutland Avenue	
Approach	Southbound		Eastbound		Westbound	
Lane Configuration						
Turning Movement	Left	Right	Left	Thru	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00		30.00		30.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	Yes		No		No	

Volumes

Name	Driveway No.2		Rutland Avenue		Rutland Avenue	
Base Volume Input [veh/h]	0	0	0	37	78	0
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	10	29	17	0	0	9
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	10	29	17	37	78	9
Peak Hour Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	3	7	4	9	20	2
Total Analysis Volume [veh/h]	10	29	17	37	78	9
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Stop	Free	Free
Flared Lane	No		
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance	No		
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.01	0.03	0.01	0.00	0.00	0.00
d_M, Delay for Movement [s/veh]	9.51	8.85	7.41	0.00	0.00	0.00
Movement LOS	A	A	A	A	A	A
95th-Percentile Queue Length [veh/ln]	0.13	0.13	0.03	0.03	0.00	0.00
95th-Percentile Queue Length [ft/ln]	3.26	3.26	0.85	0.85	0.00	0.00
d_A, Approach Delay [s/veh]	9.02		2.33		0.00	
Approach LOS	A		A		A	
d_I, Intersection Delay [s/veh]	2.65					
Intersection LOS	A					

PM

Intersection Level Of Service Report
Intersection 10: Driveway 2

Control Type:	Two-way stop
Analysis Method:	HCM 6th Edition
Analysis Period:	15 minutes

Delay (sec / veh):	9.4
Level Of Service:	A
Volume to Capacity (v/c):	0.013

Intersection Setup

Name	Driveway No. 2		Rutland Street		Rutland Avenue	
Approach	Southbound		Eastbound		Westbound	
Lane Configuration						
Turning Movement	Left	Right	Left	Thru	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00		30.00		30.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	Yes		No		No	

Volumes

Name	Driveway No. 2		Rutland Street		Rutland Avenue	
Base Volume Input [veh/h]	0	0	0	49	30	0
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	11	32	23	0	0	11
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	11	32	23	49	30	11
Peak Hour Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	3	8	6	12	8	3
Total Analysis Volume [veh/h]	11	32	23	49	30	11
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Stop	Free	Free
Flared Lane	No		
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance	No		
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.01	0.03	0.01	0.00	0.00	0.00
d_M, Delay for Movement [s/veh]	9.40	8.64	7.33	0.00	0.00	0.00
Movement LOS	A	A	A	A	A	A
95th-Percentile Queue Length [veh/ln]	0.14	0.14	0.04	0.04	0.00	0.00
95th-Percentile Queue Length [ft/ln]	3.43	3.43	1.12	1.12	0.00	0.00
d_A, Approach Delay [s/veh]	8.83		2.34		0.00	
Approach LOS	A		A		A	
d_I, Intersection Delay [s/veh]	3.52					
Intersection LOS	A					

APPENDIX G

Concurrency Analysis

TABLE 4

Generalized **Peak Hour Two-Way** Volumes for Florida's Urbanized Areas[1]

January 2020

INTERRUPTED FLOW FACILITIES

STATE SIGNALIZED ARTERIALS

Class I (40 mph or higher posted speed limit)

Lanes	Median	B	C	D	E
2	Undivided	*	1,510	1,600	**
4	Divided	*	3,420	3,580	**
6	Divided	*	5,250	5,390	**
8	Divided	*	7,090	7,210	**

Class II (35 mph or slower posted speed limit)

Lanes	Median	B	C	D	E
2	Undivided	*	660	1,330	1,410
4	Divided	*	1,310	2,920	3,040
6	Divided	*	2,090	4,500	4,590
8	Divided	*	2,880	6,060	6,130

Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

Median & Turn Lane Adjustments

Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors
2	Divided	Yes	No	+5%
2	Undivided	No	No	-20%
Multi	Undivided	Yes	No	-5%
Multi	Undivided	No	No	-25%
–	–	–	Yes	+ 5%

One-Way Facility Adjustment

Multiply the corresponding two-directional volumes in this table by 0.6

BICYCLE MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Paved Shoulder/Bicycle Lane Coverage	B	C	D	E
0-49%	*	260	680	1,770
50-84%	190	600	1,770	>1,770
85-100%	830	1,700	>1,770	**

PEDESTRIAN MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Sidewalk Coverage	B	C	D	E
0-49%	*	*	250	850
50-84%	*	150	780	1,420
85-100%	340	960	1,560	>1,770

BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

Sidewalk Coverage	B	C	D	E
0-84%	> 5	≥ 4	≥ 3	≥ 2
85-100%	> 4	≥ 3	≥ 2	≥ 1

UNINTERRUPTED FLOW FACILITIES

FREEWAYS

Core Urbanized

Lanes	B	C	D	E
4	4,050	5,640	6,800	7,420
6	5,960	8,310	10,220	11,150
8	7,840	10,960	13,620	14,850
10	9,800	13,510	17,040	18,580
12	11,600	16,350	20,930	23,200

Urbanized

Lanes	B	C	D	E
4	4,130	5,640	7,070	7,690
6	6,200	8,450	10,510	11,530
8	8,270	11,270	13,960	15,380
10	10,350	14,110	17,310	19,220

Freeway Adjustments

Auxiliary Lanes Present in Both Directions	Ramp Metering
+ 1,800	+ 5%

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Median	B	C	D	E
2	Undivided	1,050	1,620	2,180	2,930
4	Divided	3,270	4,730	5,960	6,780
6	Divided	4,910	7,090	8,950	10,180

Uninterrupted Flow Highway Adjustments

Lanes	Median	Exclusive left lanes	Adjustment factors
2	Divided	Yes	+5%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

[1] Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Implementation Office
https://www.fdot.gov/planning/systems/

TABLE 4
(continued)

Generalized **Peak Hour Two-Way** Volumes for Florida's Urbanized Areas

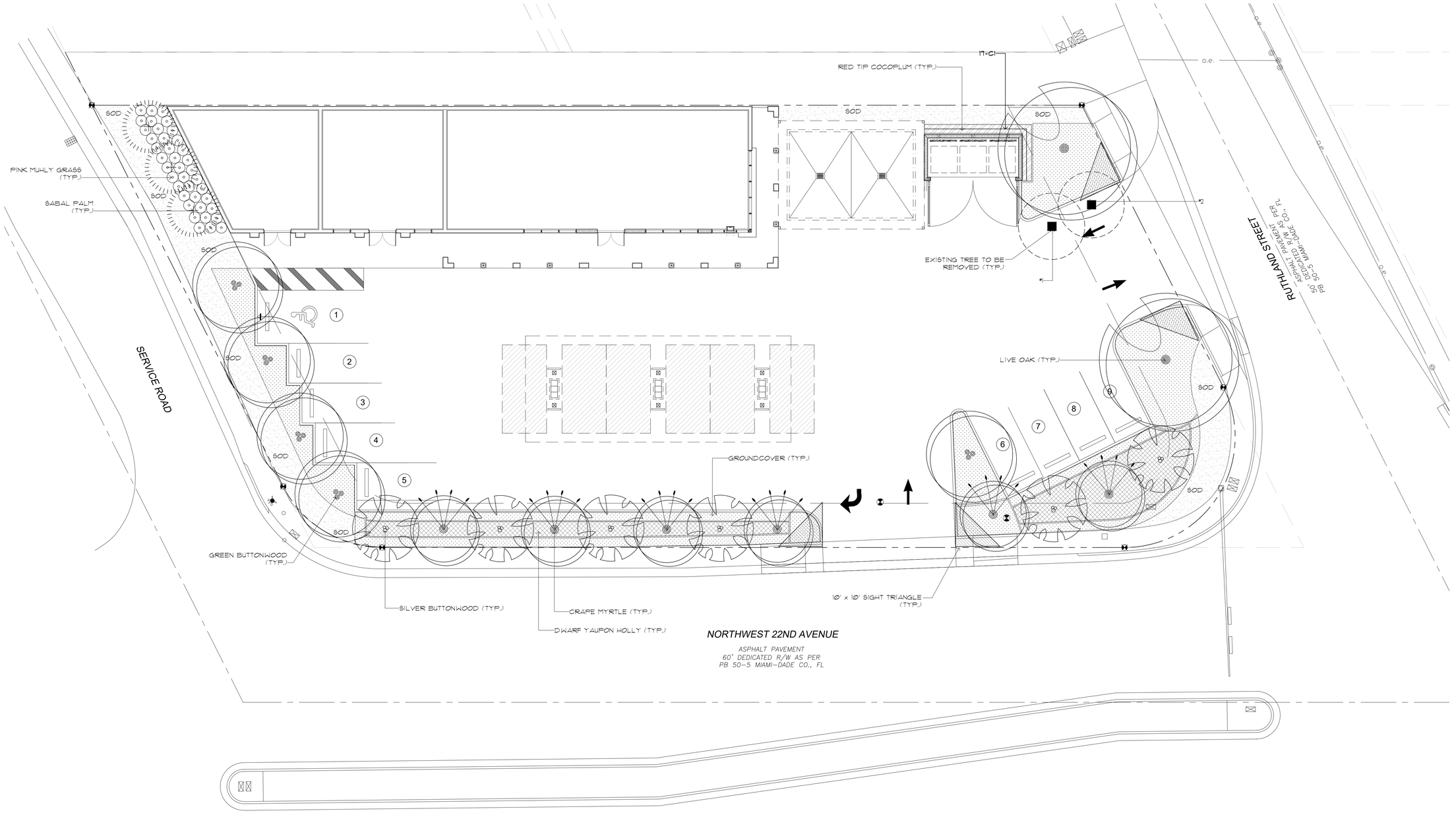
January 2020

INPUT VALUE ASSUMPTIONS	Uninterrupted Flow Facilities				Interrupted Flow Facilities					
					State Arterials				Class I	
	Freeways	Core Freeways	Highways		Class I		Class II		Bicycle	Pedestrian
ROADWAY CHARACTERISTICS										
Area type (urban, rural)	urban	urban								
Number of through lanes (both dir.)	4-10	4-12	2	4-6	2	4-8	2	4-8	4	4
Posted speed (mph)	70	65	50	50	45	50	30	30	45	45
Free flow speed (mph)	75	70	55	55	50	55	35	35	50	50
Auxiliary Lanes (n,y)	n	n								
Median (d, twlt, n, nr, r)				d	n	r	n	r	r	r
Terrain (l,r)	l	l	l	l	l	l	l	l	l	l
% no passing zone			80							
Exclusive left turn lane impact (n, y)			[n]	y	y	y	y	y	y	y
Exclusive right turn lanes (n, y)					n	n	n	n	n	n
Facility length (mi)	3	3	5	5	2	2	1.9	1.8	2	2
TRAFFIC CHARACTERISTICS										
Planning analysis hour factor (K)	0.090	0.085	0.090	0.090	0.090	0.090	0.090	0.090	0.090	0.090
Directional distribution factor (D)	0.55	0.55	0.55	0.55	0.550	0.560	0.565	0.560	0.565	0.565
Peak hour factor (PHF)	0.95	0.95	0.95	0.95	1.000	1.000	1.000	1.000	1.000	1.000
Base saturation flow rate (pcphpl)	2,400	2,400	1,700	2,200	1,950	1,950	1,950	1,950	1,950	1,950
Heavy vehicle percent	4.0	4.0	2.0	2.0	1.0	1.0	1.0	1.0	2.5	2.0
Speed Adjustment Factor (SAF)	0.975	0.975		0.975						
Capacity Adjustment Factor (CAF)	0.968	0.968		0.968						
% left turns					12	12	12	12	12	12
% right turns					12	12	12	12	12	12
CONTROL CHARACTERISTICS										
Number of signals					4	4	10	10	4	6
Arrival type (1-6)					3	3	4	4	4	4
Signal type (a, c, p)					c	c	c	c	c	c
Cycle length (C)					120	150	120	120	120	120
Effective green ratio (g/C)					0.44	0.45	0.44	0.44	0.44	0.44
MULTIMODAL CHARACTERISTICS										
Paved shoulder/bicycle lane (n, y)									n, 50%, y	n
Outside lane width (n, t, w)									t	t
Pavement condition (d, t, u)									t	
On-street parking (n, y)										
Sidewalk (n, y)										n, 50%, y
Sidewalk/roadway separation(a, t, w)										t
Sidewalk protective barrier (n, y)										n

LEVEL OF SERVICE THRESHOLDS

Level of Service	Freeways	Highways		Arterials		Bicycle	Ped	Bus
	Density	Two-Lane %ffs	Multilane Density	Class I ats	Class II ats	Score	Score	Buses/hr.
B	≤ 17	> 83.3	≤ 17	> 31 mph	> 22 mph	≤ 2.75	≤ 2.75	≤ 6
C	≤ 24	> 75.0	≤ 24	> 23 mph	> 17 mph	≤ 3.50	≤ 3.50	≤ 4
D	≤ 31	> 66.7	≤ 31	> 18 mph	> 13 mph	≤ 4.25	≤ 4.25	< 3
E	≤ 39	> 58.3	≤ 35	> 15 mph	> 10 mph	≤ 5.00	≤ 5.00	< 2

% ffs = Percent free flow speed ats = Average travel speed



PRELIMINARY LANDSCAPE PLAN

SCALE : 3/32" = 1'-0"

NORTH

FIALLO'S MEP DESIGN, INC

10010 SW 83rd ST.
Miami, Florida 33173
305.877.1845
Jfiallo@fiallomepdesign.com

CA# 28637

NEW C-STORE & GAS STATION
UNBRANDED
14548 NW 22 Avenue
OPA-LOCKA, Florida 33054

REGISTERED LANDSCAPE ARCHITECT LAURA M. LLERENA-HERNANDEZ 6667125 STATE OF FLORIDA

LAURA M. LLLERENA-HERNANDEZ
FLORIDA RLA #6667125
Drawings not valid unless Signed, Sealed and Dated by a Registered Professional

NO.	REVISIONS	DATE
1	SITE PLAN	04-01-22
2		
3		
4		
5		

JOB NUMBER: 20-200-00585

ISSUE DATE:	FEB. 2021
DRAWN BY:	
CHECKED BY:	LMLH
ISSUE:	-

L-1

SHEET NUMBER

DESIGNING BEAUTIFUL SPACES

LLA LAURA LLERENA & ASSOCIATES
LANDSCAPE ARCHITECTURE
13170 S.W. 128th Street, Suite 207, Miami, FL 33186
Tel: 305-256-1199 / Fax: 305-256-1155
www.lllerena-associates.com

Laura Llerena-Hernandez
Digitally signed by Laura Llerena-Hernandez
Date: 2022.04.01 13:14:45 -04'00'

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DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE LANDSCAPE ARCHITECT WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THEY ARE NOT TO BE USED BY OWNER ON OTHER PROJECTS EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE LANDSCAPE ARCHITECT.

PLANT LIST

QTY.	KEY	BOTANICAL NAME	COMMON NAME	D.T. SIZE & REMARKS
TREES:				
5	CE	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	△✻✻ MIN. 12' HT. x 2" DBH, F.G.,
6	CES	CONOCARPUS ERECTUS 'SERICEUS'	SILVER BUTTONWOOD	△✻✻ MIN. 12' HT. x 2" DBH, STD., F.G
6	LI	LAGESTROEMIA INDICA	CRAPE MYRTLE	✻✻ MIN. 8' HT., MULTI-TRUNK, RED FLOWERS., F.G
2	QV	QUERCUS VIRGINIANA	LIVE OAK	△✻✻ MIN. 14' HT. x 2.5" DBH, F.G.,
PALMS:				
3	SP	SABAL PALMETTO	SABAL PALM	△✻✻ MIN. 18'-22' O.A.HT., BOOTED, STAGERRED HTS., F.G.
SHRUBS:				
17	CI	CHYRSABALANUS ICACO	RED TIP COCOPLUM	△✻✻ 3 GAL., 24" O.C., S.R.
204	IV	ILEX VOMITORIA	DWARF YAUPON HOLLY	△✻✻ 3 GAL., 24" O.C., T.S.
39	MC	MUHLENBERGHIA CAPILLARIS	PINK MUHLY GRASS	△✻✻ 3 GAL., 30" O.C., T.S.
GROUNDCOVERS:				
		TO BE DETERMINED		
SOD:				
537#	SOD	STENOTAPHRUM SECUNDATUM	ST. AUGUSTINE FLORATAM	△ ✻ SOLID SOD
500#	SOD	PASPALUM NOTATUM	BAHIA SOD	△ ✻ SOLID SOD

ABBREVIATIONS:

O.A.HT.	OVERALL HEIGHT	MIN.	MINIMUM
STG.	STAGERRED	STD.	STANDARD
S.R.	SINGLE ROW	O.C.	ON CENTER
T.S.	TRIANGULAR SPACING	GAL.	GALLON
S.T.	SINGLE TRUNK	G.W.	GREY WOOD
D.T	DOUBLE TRUNK		

DROUGHT TOLERANCE & ORIGIN:

- ✻ MODERATE DROUGHT TOLERANCE
- ✻✻ VERY DROUGHT TOLERANT
- △ NATIVE

NEW TREE - 1 YEAR MAINTENANCE PLAN

WATER:

ALL NEW TREES TO BE ON A AUTOMATED IRRIGATION SYSTEM WITH RAIN SENSOR.
1ST MONTH WATER EVERYDAY
2ND. THROUGH 6TH MONTHS - EVERY OTHER DAY.
7TH THROUGH COMPLETE YEAR - 2 TIMES A WEEK.
NOTE: ADJUST IRRIGATION DURATION TIMES TO ENSURE THAT TREE'S ROOT BALL IS COMPLETELY SATURATED WITH WATER
IRRIGATION WATER FREQUENCY AND DURATIONS MAY VARY DUE TO TIME OF YEAR AND CLIMATE CONDITIONS.

FERTILIZER:

USE A PALM SPECIAL FERTILIZER, 8-2-12, FROM ATLANTIC FERTILIZER, 1 LBS. PER INCH CALIPER OF TREE EVERY 3 MONTHS.

MULCH:

INSPECT AND REPLACE MULCH AFTER 6 MONTHS WITH APPROVED FLORIMULCH, EUCALYPTUS OR MELALEUCA MULCH ONLY.
NO RED COLORED OR CYPRESS MULCH TO BE USED.

TRIMMING & PRUNING:

PRUNE ONLY CRITICAL BRANCHES (DEAD OR BROKEN)

STAKING AND BRACING:

INSPECT ALL TREE TIES AND STAKING AND ADJUST AS NEEDED. REMOVE ANY STAKING MATERIAL THAT IS IN CONTACT WITH TREE AFTER A PERIOD OF NO MORE THAN 6 MONTHS AFTER INITIAL PLANTING AS THE TREE SHOULD BE WELL ESTABLISHED BY THEN.

LANDSCAPE NOTES

1. ALL PLANT MATERIAL SHALL BE GRADED FLORIDA #1 OR BETTER, AS DEFINED IN THE GRADES AND STANDARDS FOR NURSERY PLANTS, PART I AND II BY THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
2. ALL LANDSCAPE MATERIAL SHALL COMPLY WITH COUNTY, CITY OR LOCAL ORDINANCES.
3. SYMBOLS REPRESENT PLANTS AT MATURE STAGE, NEVER AT TIME OF INSTALLATION.
4. VERIFY WITH OWNER'S REPRESENTATIVE OR SITE SUPERVISOR OF ANY EXISTING UNDERGROUND UTILITIES AND/OR EASEMENTS PRIOR TO THE INSTALLATION OF PLANT MATERIAL.
5. ALL TREES, SHRUBS AND GROUNDCOVERS SHALL RECEIVE 3" DEPTH OF SHREDDED FLORIMULCH.
6. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THEIR OWN QUANTITY TAKE OFF, IN CASE OF ANY DISCREPANCIES, PLAN SHALL TAKE PRECEDENCE OVER PLANT LIST.
7. SOLID SOD SHALL BE ST. AUGUSTINE FLORATAM.
8. THERE SHALL BE A 24" WIDE STRIP OF FLORIMULCH BETWEEN SOD AND SHRUBS/GROUNDCOVERS.
9. TERRA-SORB MOISTURE RETENTION GRANULES SHALL BE ADDED TO ALL TREE/PALM PITS AT THE RATE RECOMMENDED BY MANUFACTURER.
10. PLANTING SOIL SHALL CONSIST OF AN EVENLY BLENDED MIX OF 50% MUCK, 25% SAND, 15% SPHAGNUM PEAT MOSS & 10% SHEEP MANURE. TWO LBS. OF FERTILIZER SHALL BE ADDED TO EACH CUBIC YARD OF SOIL & THOROUGHLY MIXED. PLANTING SOIL SHALL HAVE A PH OF BETWEEN 6.0 & 7.0 AFTER MIXING & ADDITION OF FERTILIZER.
11. TOPSOIL MIX SHALL CONSIST OF 80% SAND & 20% MUCK THOROUGHLY MIXED WITH A COMMERCIAL SHREDDER. MIX SHALL BE FREE OF ROCKS, LIMBS, ROOTS & OTHER MATTER.
12. ALL EXISTING SOD OUTSIDE THE LIMIT OF WORK LINE DAMAGED DURING CONSTRUCTION SHALL BE REPLACED WITH SAME SPECIES AT NO COST TO OWNER.
13. ALL PLANTING BEDS MUST BE FREE OF SURFACE ROCK WITH A DIAMETER OF ½" PRIOR TO INSTALLATION OF WEED FABRIC.
14. ALL PLANT MATERIAL, EXCLUDING SOD, TO BE WARRANTED AS FOLLOWS: SHRUBS AND GROUNDCOVER FOR 90 DAYS, LARGE SHRUBS (OVER 10 GAL.) AND SMALL PALMS FOR 180 DAYS, aAND B&B MATERIAL FOR 360 DAYS PROVIDED THAT PLANT MATERIAL IS RECEIVING PROPER MAINTENANCE PRESCRIBED BY LANDSCAPE CONTRACTOR.
    Note: Acts of God (Hurricanes) and other causes beyond the control of the landscape contractor are not covered.
15. ALL WARRANTIES TO RUN CONCURRENTLY, BEGINNING UPON LANDSCAPE ARCHITECT'S FINAL ACCEPTANCE OF THE INSTALLATION, UNLESS OWNER OR GC REQUIRES CONSTRUCTION PHASING BEYOND CONTROL OF THE INSTALLER.
16. WATERING IS THE RESPONSIBILITY OF THE INSTALLER DURING THE INSTALLATION PHASE UNTIL FINAL ACCEPTANCE.
17. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THEIR WORK WITH THE IRRIGATION CONTRACTOR. TREES SHALL NOT BE PLANTED ON TOP OF IRRIGATION LINES.
18. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO ASSURE IRRIGATION INSTALLATION IS PROPERLY PROGRESSING AND IN THE END ADEQUATE FOR GOOD GROWTH. THE OWNER OR GC MUST BE NOTIFIED IN WRITING OF ANY PROBLEMS WITH IRRIGATION PHASING OR PERFORMANCE.
19. ANY EXISTING IRRIGATION TO BE RE-USED (IF APPLICABLE) IS TO BE BROUGHT TO A GOOD FUNCTIONING STANDARD TO ENSURE PROPER WATERING OF ALL PLANT MATERIAL.
20. AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED FOR ALL LANDSCAPE AREAS. THIS IS DESIGNED FOR "HEAD TO HEAD" COVERAGE.
21. DEEPROOT PANELS TO BE PLACE ALONG PERIMTER OF ALL LANDSCAPE ISLANDS THAT CONTAIN GUMBO LIMO TREES. MINIMUM 2' DEPTH PANELS TO BE USED.

EXISTING TREE LIST:

No. (#)	BOTANICAL NAME	COMMON NAME	DBH (")	HT. (')	SP. (')	Condition	Disposition	DBH Loss
1	Conocarpus Erectus	Green Buttonwood		10		Fair	Remove	0 - Under size requirements/does not qualify as a tree
2	Cocos Nucifera	Coconut Palm		10		Fair	Remove	0 - Under size requirements/does not qualify as a tree

PRELIMINARY PLANT LIST

SCALE : NTS

NORTH

Laura Llerena-Hernandez
Digitally signed by Laura Llerena-Hernandez
Date: 2022.04.01 13:17:18 -04'00'

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Tel: 305-256-1199 / Fax: 305-256-1155
www.llerena-associates.com

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FIALLO'S MEP
DESIGN, INC
10010 SW 83rd ST.
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305.877.1845
Jfiallo@fiallomepdesign.com
CA# 28637

NEW C-STORE & GAS STATION
UNBRANDED
14548 NW 22 Avenue
OPA-LOCKA, Florida 33054

REGISTERED LANDSCAPE ARCHITECT LAURA M. LLERENA-HERNANDEZ 6667125 STATE OF FLORIDA

LAURA M. LLLERENA-HERNANDEZ
FLORIDA RLA #6667125
Drawings not valid unless Signed, Sealed and Dated by a Registered Professional

NO.	REVISIONS	DATE
1	SITE PLAN	04-01-22
2		
3		
4		
5		

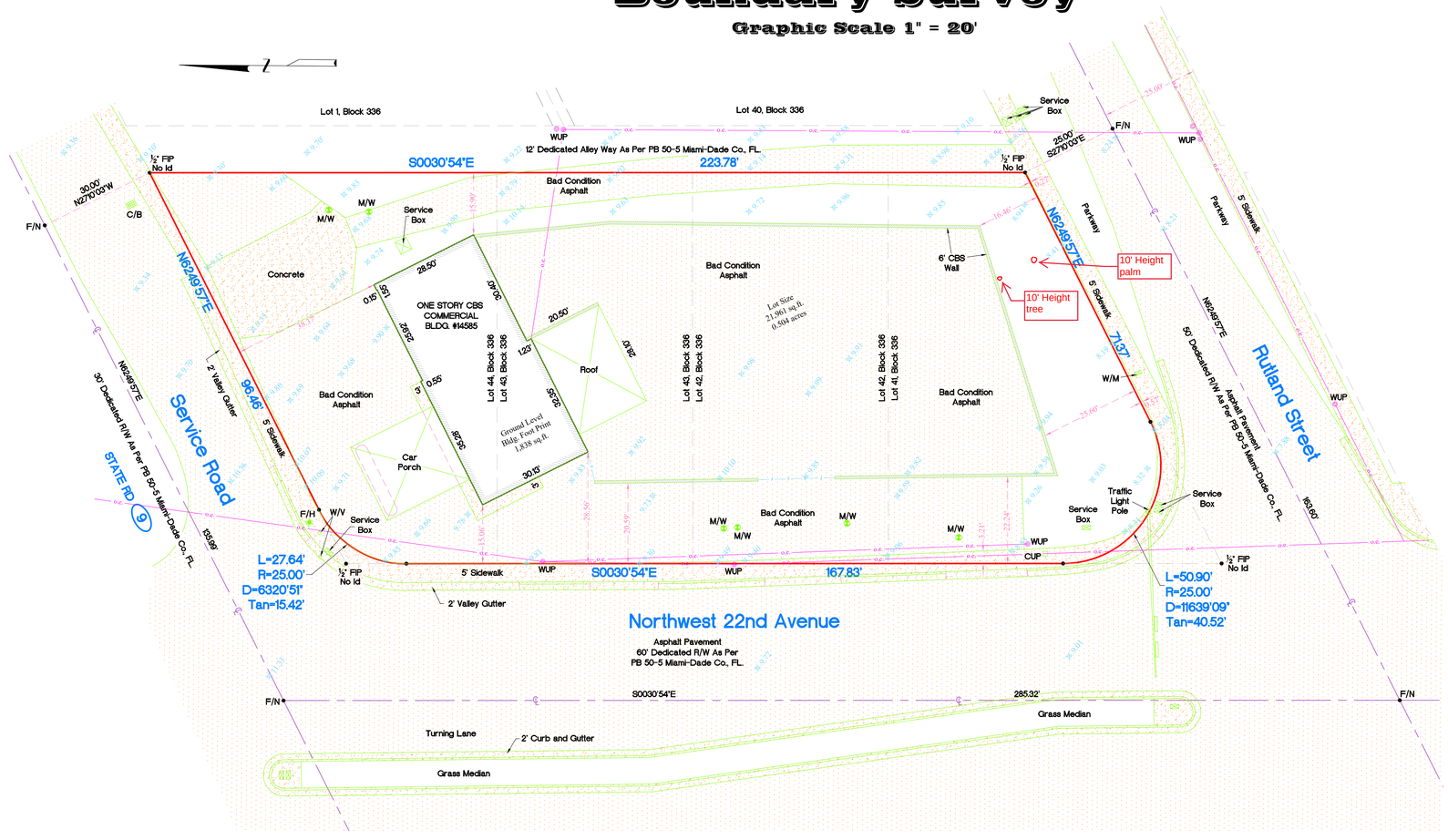
JOB NUMBER:
20-200-00585

ISSUE DATE:	FEB. 2021
DRAWN BY:	
CHECKED BY:	LMLH
ISSUE:	-

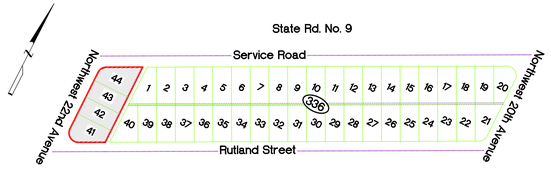
L-2
SHEET NUMBER

Boundary Survey

Graphic Scale 1" = 20'



Location Sketch N.T.S.



Abbreviations of Legend

AVE.	=AVENUE
ASPH	=ASPHALT
A/W	=ANCHORD WIRE
A/C	=AIR CONDITIONER
BLDG	=BUILDING
B. COR.	=BLOCK CORNER
CAL	= CALCULATED
C.B.	=CATCH BASIN
CLF	=CHAIN LINK FENCE
CONC.	=CONCRETE
COL.	=COLUMN
C.U.P.	=CONCRETE UTILITY POLE
C.L.P.	=CONCRETE LIGHT POLE
CBS	=CONCRETE BLOCK STRUCTURE
C.M.E.	=CANAL MAINTENANCE EASEMENT
D	=DELTA
D/W	=DRIVEWAY
D.M.E.	=DRAINAGE & MAINTENANCE EASEMENT
ENC.	=ENCROACHMENT
E.T.P.	=ELECTRIC TRANSFORMER PAD
F.P.L.	=FLORIDA POWER AND LIGHT
F.H.	=FIRE HYDRANT
F.I.P.	=FOUND IRON PIPE
F.F.	=FINISH FLOOR
DHF	=FOUND DRILL HOLE
F.R.	=FOUND REBAR
F/D	=FOUND DISC
F/N	=FOUND NAIL
I/F	=IRON FENCE
L	=LENGHT
L.M.E.	=LAKE MAINTENANCE EASEMENT
L.F.E.	=LOWEST FLOOR ELEVATION
L.P.	=LIGHT POLE
MEAS.	=MEASURED
M.H.	=MAN HOLE
M/L	=MONUMENT LINE
N.G.V.D.	=NATIONAL GEODETIC VERTICAL DATUM
N.T.S.	=NOT TO SCALE
O.E.	=OVERHEAD ELECTRIC LINE
O/L	=ON LINE
P.C.P.	=PERMANENT CONTROL POINT
P.M.	=PARKING METER
P.C.	=POINT OF CURVATURE
P/W	=PARKWAY
PL.	=PLANTER
P.O.C	=POINT OF COMMENCEMENT
P.O.B	=POINT OF BEGINNING
R	=RADIUS
RES	=RESIDENCE
R/W	=RIGHT OF WAY
S.D.H.	=SET DRILL HOLE
S/N	=SET NAIL
S.I.P.	=SET IRON PIPE
SDWLK	=SIDEWALK
ST	=STREET
T	=TANGENT
U.E.	=UTILITY EASEMENT
W/F	=WOOD FENCE
W.V.	=WATER VALVE
W.U.P.	=WOOD UTILITY POLE
	=WOOD FENCE
	=IRON FENCE
	=CBS WALL
	=CHAIN LINK FENCE
	=OVERHEAD ELEC.
	=CENTER LINE
	=EASEMENT
25.00'	=DENOTES ELEVATIONS
	=BUILDING
	=DISTANCE
	=CATCH BASIN
	=WATER METER
	=W.U.P.
	=STATE ROAD
	=US HIGHWAY
	=INTERSTATE
	=MONITORY WELL

Prepared By:
AFA & COMPANY, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION No. LB 7498
13050 SW 133RD COURT,
MIAMI, FLORIDA 33186
E-MAIL: AFACO@BELLSOUTH.NET
PH: 305-234-0588
FX: 206-495-0778

CERTIFIED ONLY TO:
Jose Unlimited Inc.

PROPERTY ADDRESS:
14585 Northwest 22nd Avenue
Opa-Locka, Florida 33054

LEGAL DESCRIPTION:
Lots 41, 42, 43 and 44, Block 336, of: "MAGNOLIA GARDENS, CONSOLIDATED", according to the Plat Thereof as Recorded in Plat Book 50, Page 5, of the Public Records of Miami-Dade County, Florida.

ELEVATION INFORMATION
National Flood Insurance Program
FEMA Elev. Reference to NGVD 1929

Comm Panel	120657
Panel #	0136
Firm Zone:	"X"
Date of Firm:	09-11-2009
Base Flood Elev.	N/A
F.Floor Elev.	10.30'
Garage Elev.	N/A
Suffix:	"L"
Elev. Reference to NGVD 1929	

JOB #	21-086
DATE	01-22-2021
PB	50-5

Surveyors Notes:

#1 Land Shown Hereon were not abstracted for Easement and /or Right of Way Records. The Easement / Right of Way Show on Survey are as per plat of record unless otherewise noted.
#2 Benchmark: Miami-Dade County Public Works Dep. BM Loc. 2133 SE; Name: N-391; Elev. = 12.17'
#3 Bearings as Shown hereon are Based upon Northwest 22nd Avenue, S00°30'54"E
#4 Please See Abbreviations
#5 Drawn By: A. Torres
#6 Date: 9-1-2020; 1-22-21
#7 Completed Survey Field Date: 8-28-2020; 1-22-21
#8 Disc No 2021, Station Surveying Scion
#9 Last Revised:
#10 Zoned Building setback line not determined

Surveyor's Notes:

#11 The herein captioned Property was surveyed and described based on the Legal Description Provided by Client.
#12 This Certification is Only for the lands as Described, it is not a certification of Title, Zoning, Easements, or Freedom of encumbrances. ABSTRACT NOT REVIEWED.
#13 There may be additional Restrictions not Shown on this survey that may be found in the Public Records of Said County Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
#14 Accuracy:
The expected use of land, as classified in the Standards of Practice (5J-17.052), is residential. The minimum relative distance accuracy for this type of boundary survey is 1.0 foot in 10,000.00' feet. the accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
#15 Foundation and / or footing that may cross beyond the boundary lines of the parcel herein described are not shown hereon.
#16 Not valid without the signature and original seal of a Florida Licensed Surveyor and Mapper. additions or deletions to survey maps or reports by other than the signing party or parties.
#17 Contact the appropriate authority prior to any design work on the herein described parcel for building and zoning information.
#18 Underground Utilities are not depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.
#19 Ownership subject to Opinion of Title.

AFA & Company, Inc. Land Surveyors

Professional
Surveyors & Mappers LB 7498
13050 S.W. 133rd Court
Miami Florida, 33186
E-mail: afaco@bellsouth.net
Ph: (305) 234-0588
Fax: (206) 495-0778

This certifies that the survey of the property described hereon was made under my supervision & that the survey meets the Standards of Practice set forth by the Florida Board of Professional Land Surveyors & Mappers in Chapter 5J-17.052 of Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
& That the Sketch hereon is a true and accurate representation thereof to the best of my knowledge and Belief, subject to notes and notations shown hereon.

Armando F. Alvarez
Professional Surveyor & Mapper #5526
State of Florida
Not Valid unless Signed & Stamped with Embossed Seal

AFA & COMPANY, INC.

Owner's List within 375-foot Radius Map

Folio # and Legal Description	**Owners**
1. Magnolia Gardens Consolidated Lots 41-44, Block 336, PB 50-5 08-2122-005-0690 P.A. 14585 NW 22 AVE	Maclam Investment LLC 10773 NW 58th ST, Ste. 140 Doral, FL 33178
2. Magnolia Gardens Consolidated Lot 1, Block 336, PB 50-5 08-2122-005-0270 P.A. 2180 SERVICE RD	Edward Alonza Frierson 2180 Service Rd. Opa Locka, FL 33054
3. Magnolia Gardens Consolidated Lot 2, Block 336, PB 50-5 08-2122-005-0280 P.A. 2170 SERVICE RD	Kimberly Jackson / Brandon Bailey 4291 NW 44th Ct Lauderdale Lakes, FL 33319
4. Magnolia Gardens Consolidated Lot 3, Block 336, PB 50-5 08-2122-005-0290 P.A. 2160 SERVICE RD	Porfirio M. Bonet 19201 S. St. Andrews Dr. Hialeah, FL 33015
5. Magnolia Gardens Consolidated Lot 4, Block 336, PB 50-5 08-2122-005-0300 P.A. 2150 SERVICE RD	John S. Bailey & w Tanya 2150 Service Rd. Opa Locka, FL 33054
6. Magnolia Gardens Consolidated Lot 5, Block 336, PB 50-5 08-2122-005-0310 P.A. 2140 SERVICE RD	McCoy Fam Legacy Prtnship LLLP 101 NW 3rd Ave. 1420 Ft. Lauderdale, FL 33301
7. Magnolia Gardens Consolidated Lot 6, Block 336, PB 50-5 08-2122-005-0320 P.A. 2130 SERVICE RD	Odalys Isabel Ramirez Reyes 2130 Service Rd. Opa Locka, FL 33054
8. Magnolia Gardens Consolidated Lot 7, Block 336, PB 50-5 08-2122-005-0330 P.A. 2120 SERVICE RD	Porfirio M. Bonet 19201 S. St. Andrews Dr. Hialeah, FL 33015
9. Magnolia Gardens Consolidated Lot 8, Block 336, PB 50-5 08-2122-005-0340 P.A. 2110 SERVICE RD	Debbie P. Nails 18040 NW 2nd PL. Miami, FL 33169

Folio # and Legal Description	Owners
10. Magnolia Gardens Consolidated Lot 40, Block 336, PB 50-5 08-2122-005-0660 P.A. 2181 RUTLAND ST	Edward Tynes & w Valerie 5275 NW 181st Ter. Opa Locka, FL 33055
11. Magnolia Gardens Consolidated Lot 39, Block 336, PB 50-5 08-2122-005-0650 P.A. 2171 RUTLAND ST	US Housing Equity Fund LLC 20295 NE 29th PL 100A Aventura, FL 33180
12. Magnolia Gardens Consolidated Lot 38, Block 336, PB 50-5 08-2122-005-0640 P.A. 2161 RUTLAND ST	Althea Jacobs 2161 Rutland St. Opa Locka, FL 33054
13. Magnolia Gardens Consolidated Lot 37, Block 336, PB 50-5 08-2122-005-0630 P.A. 2151 RUTLAND ST	Notsas Renaissance LLC 1189 NW 44th Ave. Lauderhill, FL 33313
14. Magnolia Gardens Consolidated Lot 36, Block 336, PB 50-5 08-2122-005-0660 P.A. 2141 RUTLAND ST	Marion Denson & w Catherine 4344 NW 202nd St. Carol City, FL 33055
15. Magnolia Gardens Consolidated Lot 35, Block 336, PB 50-5 08-2122-005-0610 P.A. 2131 RUTLAND ST	Savannah Allen / Shirley Wallace 2131 Rutland St. Opa Locka, FL 33054
16. Magnolia Gardens Consolidated Lot 34, Block 336, PB 50-5 08-2122-005-0600 P.A. 2121 RUTLAND ST	34 Ways Foundation Inc. PO Box 308 Metaire, LA 70004
17. Magnolia Gardens Consolidated Lot 33, Block 336, PB 50-5 08-2122-005-0590 P.A. 2111 RUTLAND ST	Randall Neal Thomas LE 2111 Rutland St. Opa Locka, FL 33054
18. Magnolia Gardens Consolidated Lot 32, Block 336, PB 50-5 08-2122-005-0580 P.A. 2101 RUTLAND ST	Stacy Lewis Thomas 2101 Rutland St. Opa Locka, FL 33054

Folio # and Legal Description	Owners
19. Magnolia Gardens Consolidated Lots 41-44, Block 339, PB 50-5 08-2122-005-1120 P.A. 14495 NW 22 AVE	NW22LLC 20281 E. Country Club Dr. Ste. 1805 Aventura, FL 33180
20. Magnolia Gardens Consolidated Lot 1, Block 339, PB 50-5 08-2122-005-0700 P.A. 2190 RUTLAND ST	Sharon Ann Brown 2190 Rutland St. Opa Locka, FL 33054
21. Magnolia Gardens Consolidated Lot 2, Block 339, PB 50-5 08-2122-005-0710 P.A. 2180 RUTLAND ST	Elituob 2016 LLC 1301 Miami Gardens Dr. Unit 806W Miami, FL 33179
22. Magnolia Gardens Consolidated Lot 3, Block 339, PB 50-5 08-2122-005-0720 P.A. 2170 RUTLAND ST	Yunior Rodriguez / Marianela Perez 2170 Rutland St. Opa Locka, FL 33054
23. Magnolia Gardens Consolidated Lot 4, Block 339, PB 50-5 08-2122-005-0730 P.A. 2160 RUTLAND ST	Tercena Raffelita Lawrence 2160 Rutland St. Opa Locka, FL 33054
24. Magnolia Gardens Consolidated Lot 5, Block 339, PB 50-5 08-2122-005-0740 P.A. 2150 RUTLAND ST	Jorge Rojas De Leon 2150 Rutland St. Opa Locka, FL 33054
25. Magnolia Gardens Consolidated Lot 6, Block 339, PB 50-5 08-2122-005-0750 P.A. 2140 RUTLAND ST	Romisa 2140 LLC 3450 SW 32nd St. Opa Locka, FL 33055
26. Magnolia Gardens Consolidated Lot 7, Block 339, PB 50-5 08-2122-005-0760 P.A. 2130 RUTLAND ST	Marta Argelia Alvarado 2130 Rutland St. Opa Locka, FL 33054
27. Magnolia Gardens Consolidated Lot 8, Block 339, PB 50-5 08-2122-005-0770 P.A. 2120 RUTLAND ST	Marion Sims 2120 Rutland St. Opa Locka, FL 33054

Folio # and Legal Description	Owners
28. Magnolia Gardens Consolidated Lot 9, Block 339, PB 50-5 08-2122-005-0780 P.A. 2110 RUTLAND ST	Bene Homes LLC 9030 SW 48th Ter. Miami, FL 33165
29. Magnolia Gardens Consolidated Lot 40, Block 339, PB 50-5 08-2122-005-1090 P.A. 2181 WILMINGTON ST	Mitchell Allen Jackson & Icilda 2181 Wilmington St. Opa Locka, FL 33054
30. Magnolia Gardens Consolidated Lot 39, Block 339, PB 50-5 08-2122-005-1080 P.A. 2171 WILMINGTON ST	Lucky O. Connor 291 N. Biscayne River Dr. Miami, FL 33169
31. Magnolia Gardens Consolidated Lot 38, Block 339, PB 50-5 08-2122-005-1070 P.A. 2161 WILMINGTON ST	Herman Fluitt & Eloise Fluitt 2606 Raven Lake Ct. Pearland, TX 77584
32. Magnolia Gardens Consolidated Lot 37, Block 339, PB 50-5 08-2122-005-1060 P.A. 2151 WILMINGTON ST	Luciferous Holdings LLC 2151 Wilmington St. Opa Locka, FL 33054
33. Magnolia Gardens Consolidated Lot 36, Block 339, PB 50-5 08-2122-005-1050 P.A. 2141 WILMINGTON ST	Camelle Joseph 2141 Wilmington St. Opa Locka, FL 33054
34. Magnolia Gardens Consolidated Lot 35, Block 339, PB 50-5 08-2122-005-1040 P.A. 2131 WILMINGTON ST	Linda B. Jackson 2131 Wilmington St. Opa Locka, FL 33054
35. Magnolia Gardens Consolidated Lot 34, Block 339, PB 50-5 08-2122-005-1030 P.A. 2121 WILMINGTON ST	Johnnie Mae Mosley & Charrise 2121 Wilmington St. Opa Locka, FL 33054
36. Magnolia Gardens Consolidated Lot 33, Block 339, PB 50-5 08-2122-005-1020 P.A. 2111 WILMINGTON ST	Tracy White & Kirby White 2111 Wilmington St. Opa Locka, FL 33054

Folio # and Legal Description	Owners
37. Magnolia Gardens Consolidated Lot 32, Block 339, PB 50-5 08-2122-005-1010 P.A. 2101 WILMINGTON ST	Shirley B. Daniels 2101 Wilmington St. Opa Locka, FL 33054
38. Magnolia Gardens Consolidated 2nd Add. Lot 32, Block 343, PB 49-70 08-2122-009-0050 P.A. N/A	Abbas Ugur 46 NW 95th St. Miami, FL 33150
39. Magnolia Gardens Consolidated Lot 1, Block 343, PB 50-5 08-2122-005-1570 P.A. 14430 NW 21 CT	Maua Investments LLC 4699 N. Federal Hwy, Ste. 109E Pompano Beach, FL 33064
40. Magnolia Gardens Consolidated Lot 2, Block 343, PB 50-5 08-2122-005-1580 P.A. 14420 NW 21 CT	Jose Esquivel 3282 NW 50th St. Miami, FL 33142
41. Magnolia Gardens Consolidated Lot 32, Block 344, PB 50-5 08-2122-005-2160 P.A. 14445 NW 21 CT	Alicia L. Donald 3422 NW 5th Ave. Miami, FL 33127
42. Magnolia Gardens Consolidated Lot 31, Block 344, PB 50-5 08-2122-005-2150 P.A. 14435 NW 21 CT	Laura Adams Roberts 14435 NW 21st Ct. Opa Locka, FL 33054
43. Magnolia Gardens Consolidated Lot 1, Block 344, PB 50-5 08-2122-005-1850 P.A. 2130 WILMINGTON ST	Lorenzo Akin 15421 NW 27th PL. Miami Gardens, FL 33054
44. Magnolia Gardens Consolidated Lot 2, Block 344, PB 50-5 08-2122-005-1860 P.A. 2120 WILMINGTON ST	Marie E. Falaise 268 SW Grove Ave. Port St. Lucie, FL 34983
45. Magnolia Gardens Consolidated Lots 12, 13 & N21.5' Lot 14, Block 335, PB 50-5 08-2122-005-0120 P.A. 14566 NW 22 AVE	M&N Property Investment Inc. 14566 NW 22nd Ave. Opa Locka, FL 33054

Owner's List within 375-foot Radius Map

Folio # and Legal Description	Owners
46. Magnolia Gardens Consolidated S28.5' Lot 14, Block 335, PB 50-5 08-2122-005-0140 P.A. N/A	M&N Property Investment Inc. 14566 NW 22nd Ave. Opa Locka, FL 33054
47. Magnolia Gardens Consolidated Lot 15, Block 335, PB 50-5 08-2122-005-0150 P.A. N/A	M&N Property Investment Inc. 14566 NW 22nd Ave. Opa Locka, FL 33054
48. Magnolia Gardens Consolidated Lot 11, Block 335, PB 50-5 08-2122-005-0110 P.A. 2210 SERVICE RD	Geraldine Jones 1610 NW 154th St. Opa Locka, FL 33054
49. Magnolia Gardens Consolidated Lot 10, Block 335, PB 50-5 08-2122-005-0100 P.A. 2220 SERVICE RD	Constance Green Syder LE 2601 NW 162nd Ter. Miami Gardens, FL 33054
50. Magnolia Gardens Consolidated Lot 9, Block 335, PB 50-5 08-2122-005-0090 P.A. 2230 SERVICE RD	De Jesus 2 Realty LLC 5445 Collins Ave. CU28 Miami Beach, FL 33140
51. Magnolia Gardens Consolidated Lot 8, Block 335, PB 50-5 08-2122-005-0080 P.A. 2240 SERVICE RD	Cruz M. Matos LE 2240 Service Rd. Opa Locka, FL 33054
52. Magnolia Gardens Consolidated Lot 16, Block 335, PB 50-5 08-2122-005-0160 P.A. 2211 RUTLAND ST	William Boyd III 2211 Rutland St. Opa Locka, FL 33054
53. Magnolia Gardens Consolidated Lot 17, Block 335, PB 50-5 08-2122-005-0170 P.A. 2221 RUTLAND ST	Sofia Garcia & Sofia Cruz 2221 Rutland St. Opa Locka, FL 33054
54. Magnolia Gardens Consolidated Lot 18, Block 335, PB 50-5 08-2122-005-0180 P.A. 2231 RUTLAND ST	Terell Killings 2161 NW 60th St. Miami, FL 33142

Folio # and Legal Description	Owners
55. Magnolia Gardens Consolidated Lot 12, Block 340, PB 50-5 08-2122-005-1240 P.A. N/A	M&N Property Investment Inc. 14566 NW 22nd Ave. Opa Locka, FL 33054
56. Magnolia Gardens Consolidated Lot 13, Block 340, PB 50-5 08-2122-005-1250 P.A. N/A	M&N Property Investment Inc. 14566 NW 22nd Ave. Opa Locka, FL 33054
57. Magnolia Gardens Consolidated Lot 14, Blk 340 & Lot 1, Blk 356, PB 50-5 08-2122-005-1260 P.A. 14460 NW 22 AVE	FT SB Ingram LLLP 703 Waterford Way 780 Miami, FL 33126
58. Magnolia Gardens Consolidated Lot 11, Block 340, PB 50-5 08-2122-005-1230 P.A. 2210 RUTLAND ST	Melanie Cozart 2210 Rutland St. Opa Locka, FL 33054
59. Magnolia Gardens Consolidated Lot 10, Block 340, PB 50-5 08-2122-005-1220 P.A. 2220 RUTLAND ST	Kathryn L. Williams LE 2220 Rutland St. Opa Locka, FL 33054
60. Magnolia Subdivision 2nd Add. Lot 6, Block 1, PB 46-89 08-2122-004-0050 P.A. 2236 ALI BABA AVE	Roy De La Pena 841 NE 3rd PL. Hialeah, FL 33010
61. Magnolia Subdivision 2nd Add. Portion of Block 1, PB 46-89 08-2122-004-0040 P.A. 2222 ALI BABA AVE	Arturo Raboso 2222 Ali Baba Ave. Opa Locka, FL 33054
62. Magnolia Subdivision 2nd Add. Portion of Block 1, PB 46-89 08-2122-000-0420 P.A. 2218 ALI BABA AVE	Arturo Raboso & Onasis Morris 671 E. 34th St. Hialeah, FL 33013
63. Magnolia Subdivision 2nd Add. Lots 1 & 2, Block 1, PB 46-89 08-2122-004-0020 P.A. 2216 ALI BABA AVE	Nestor J. Lopez & Diana M. Suarez 19284 SW 66th St. Weston, FL 33332

Owner's List within 375-foot Radius Map

Folio # and Legal Description	**Owners**
64. Magnolia Subdivision Lots 1-3, Block 12, PB 40-80 08-2122-003-1960 P.A. 2196 ALI BABA AVE	Amara Construction Group LLC 14201 SW 41st St. Miramar, FL 33027
65. Magnolia Gardens Consolidated Lot 19, Block 335, PB 50-5 08-2122-005-0190 P.A. 2241 RUTLAND ST	Michael Perrier & Shemika Carter 2241 Rutland St. Opa Locka, FL 33054

List prepared by:
AFA & Company, Inc.
Professional Land Surveyors & Mappers
13050 SW 133rd Court, Miami, FL 33186
O. 305.234.0588
Email: afaco@bellsouth.net

The List hereon is true and accurate representation thereof to the best of my knowledge and belief.

_____

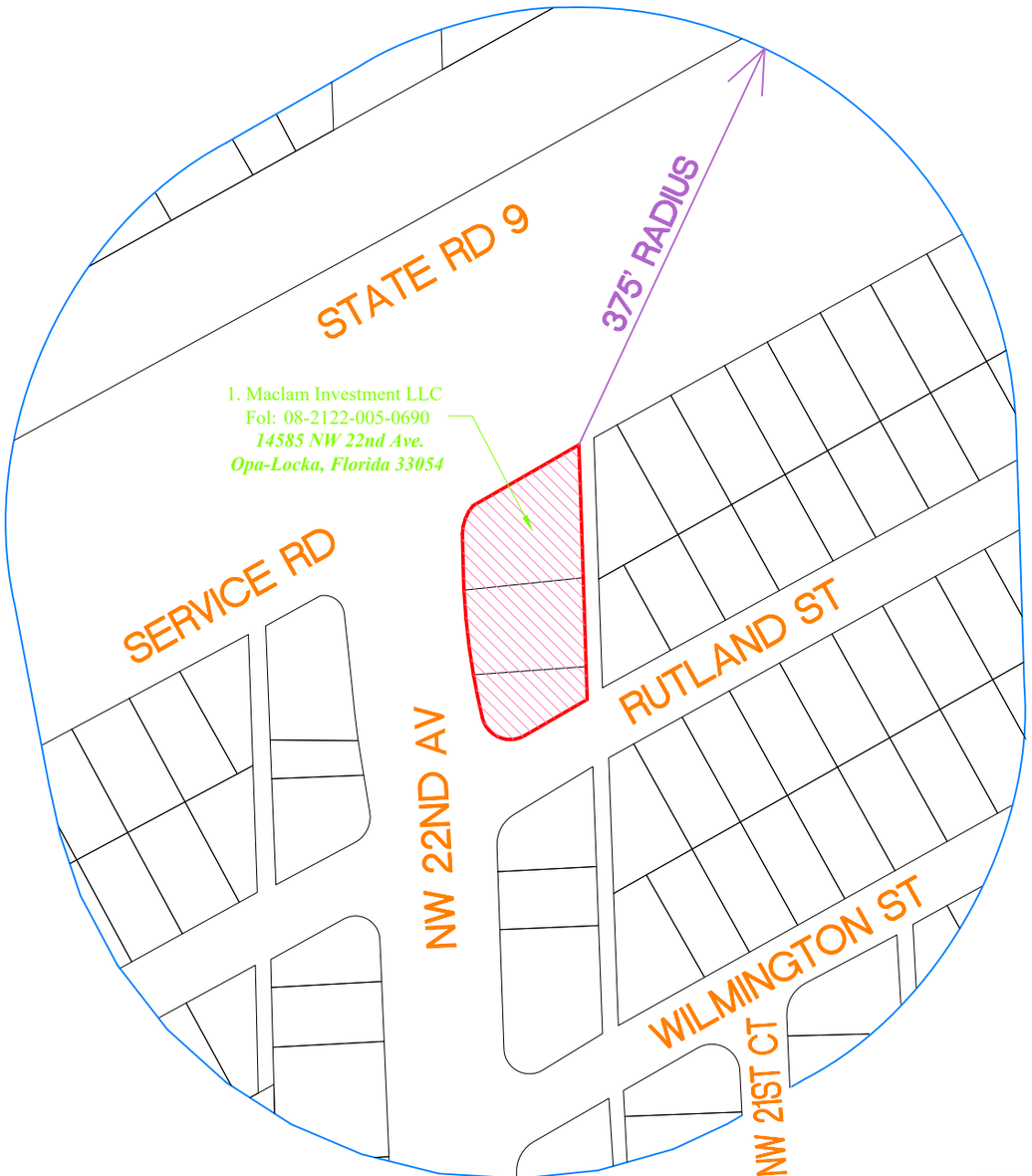
Armando F. Alvarez
Professional Surveyors & Mappers #5526
State of Florida

AFA & Company, Inc. Land Surveyors

375' Radius Map

Sheet 1 of 1

Scale 1"=150'



JOB #	21-695
DATE	05-28-2021
PB	50-5

AFA & Company, Inc. Land Surveyors

Professional
Surveyors & Mappers LB 7498
13050 S.W. 133rd Court
Miami Florida, 33186
E-mail: afaco@bellsouth.net
Ph. # (305) 234-0588
Fax # (206) 495-0778

The sketch hereon is a true and Accurate representation thereof to the best of my knowledge and belief, Subject to notes and Notations shown hereon.

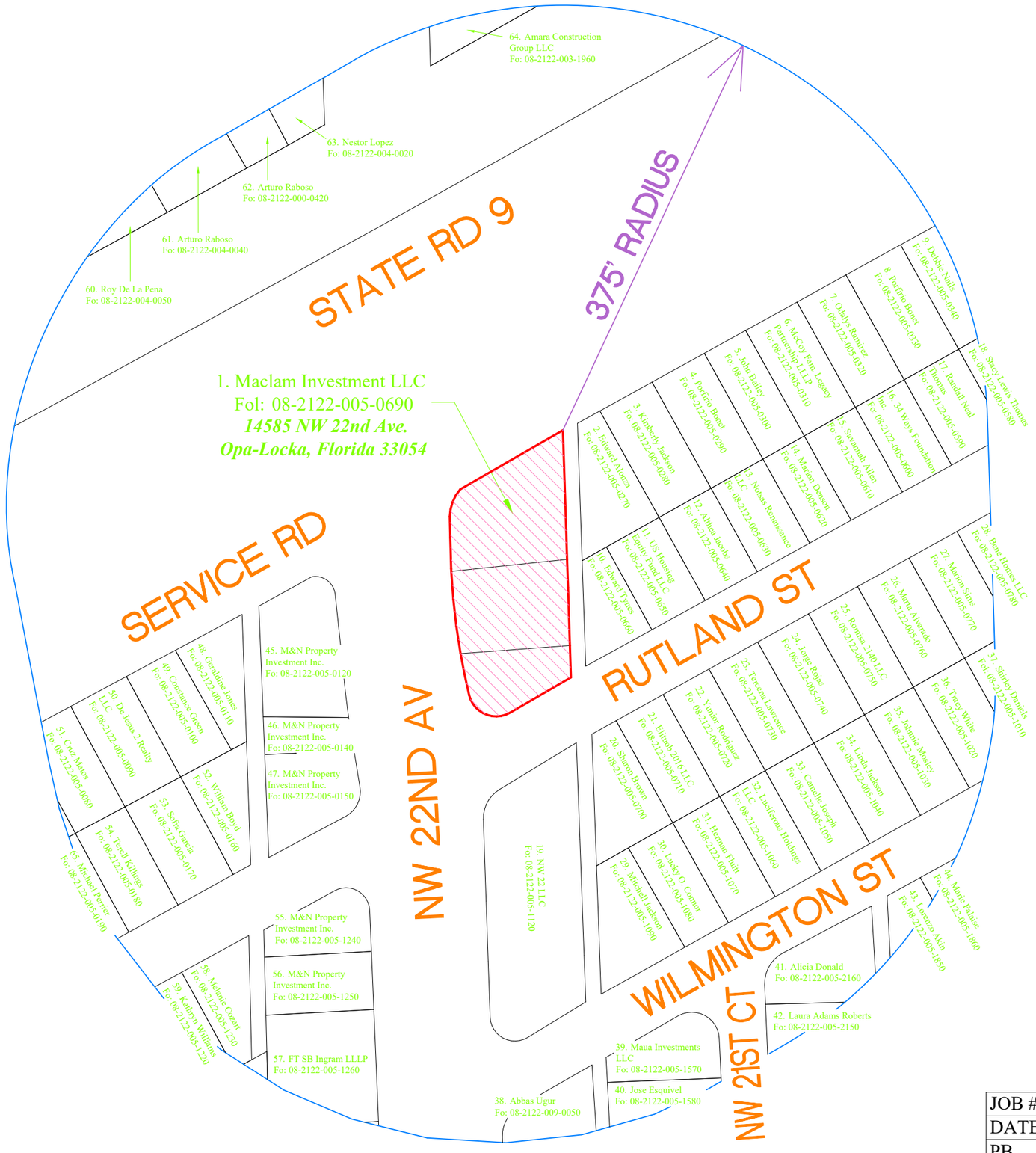
Armando F. Alvarez
Professional Surveyor & Mapper #5526
State of Florida
Not Valid unless Signed & Stamped with Embossed Seal

AFA & Company, Inc. Land Surveyors

375' Radius Map

Sheet 1 of 1

Scale 1"=100'



JOB #	21-695
DATE	05-28-2021
PB	50-5

AFA & Company, Inc. Land Surveyors

Professional
Surveyors & Mappers LB 7498
13050 S.W. 133rd Court
Miami Florida, 33186
E-mail: afaco@bellsouth.net
Ph. # (305) 234-0588
Fax # (206) 495-0778

The sketch hereon is a true and Accurate representation thereof to the best of my knowledge and belief, Subject to notes and Notations shown hereon.

Armando F. Alvarez
Professional Surveyor & Mapper #5526
State of Florida
Not Valid unless Signed & Stamped with Embossed Seal

PLANNING & ZONING BOARD

September 13,

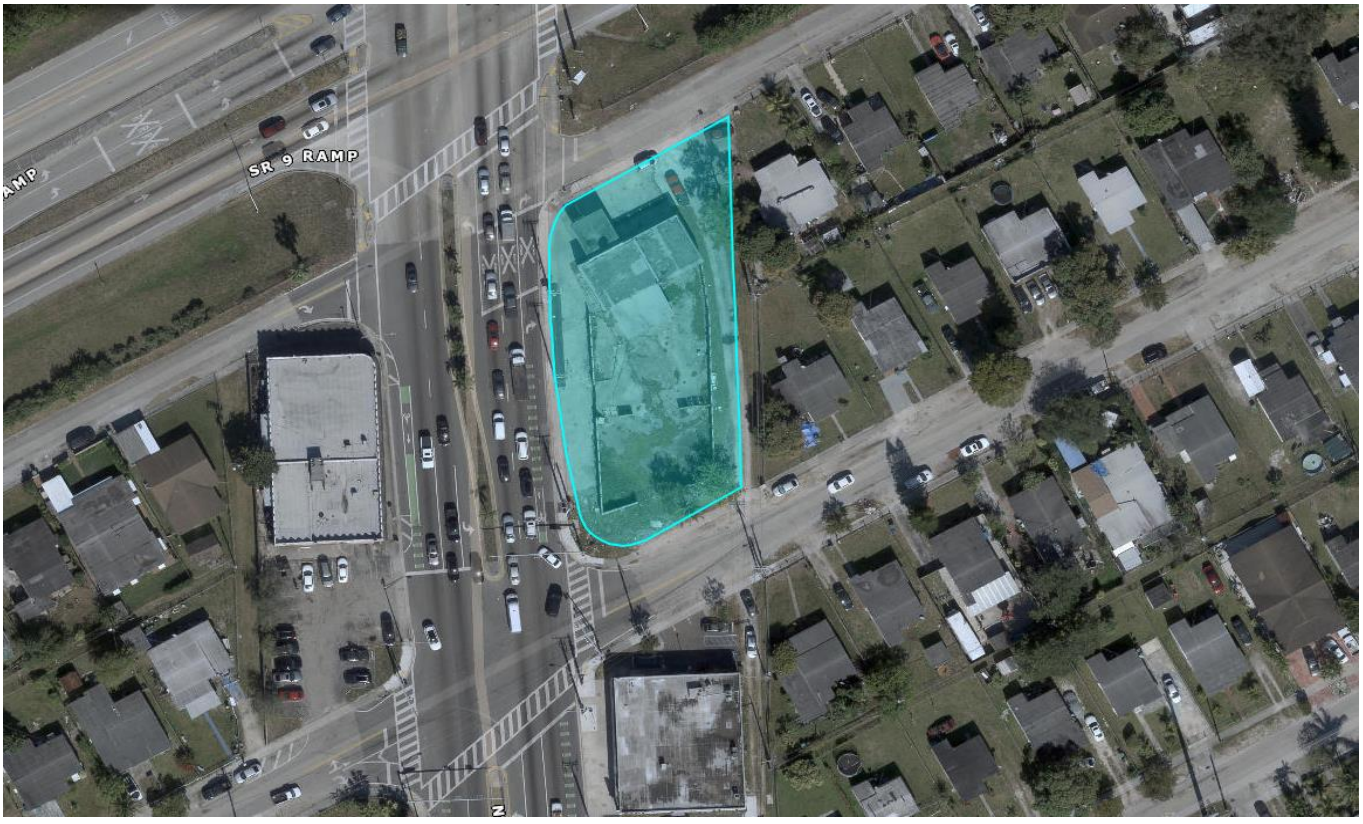
2022

MACLAM INVESTMENT LLC C/O MAURICIO FALLA SERVICE STATION-CONVENIENCE STORE-RETAIL SPACES-HAND CAR WASH: Site Plan

Staff Report

APPLICANT'S REQUEST:

A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA RECOMMENDING APPROVAL OF THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF CONVENIENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH AT 14585 NW 22 AVENUE AND IDENTIFIED BY FOLIO 08-2122-005-0690 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.



I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:

  MAGNOLIA GARDENS CONSOLIDATED; PB 50-5
  LOTS 41 THRU 44 BLK 336 LESS BEG NW COR OF
  S25FT OF LOT 43 TH SELY AD 119.46FT SELY AD
  49.29FT SWLY AD 4.23FT NWLY AD 50.90FT NLY
  119.67FT TO POB FOR R/W LOT SIZE 20,886 SQ FT

- The subject property is currently owned by Maclam Investment LLC according to Miami-Dade County Property appraiser's website. The subject Property is currently vacant pending the review and approval of this request for the construction of a convenience store, service station, two proposed retail spaces and a hand car wash. The applicant, Mauricio Falla, has submitted a site plan review application, a development agreement application and the supporting documentation for the City to consider approval of their request for the redevelopment of this site. This parcel is located at 14585 NW 22nd Avenue and is identified by Folio #08-2122-005-0690 and the zoning designation of this property is B-2 Liberal Commercial, and it is within the Corridor Mixed Use Overlay.

- Currently the site conditions are as follow: This property is vacant and is not being used by any business. *(see Existing Condition Section).* The site is located in the southeast section of the City at the intersection of Service Road and NW 22nd Avenue.



← NORTH **NW 22nd Ave** **SOUTH →**

Figure 1: Google Street View, dated: October 2021

II. Project Details

- **Applicant's intent**

The applicant wishes to redevelop and construct a service station (fueling station) and a 3,579 square foot building with 1,975 square feet allocated for the Convenience Store and two 802 square foot sections for new retail spaces. This development will also include an 808 square foot section for a hand car wash. The new development will include 9 car parking spaces, 22 new assorted trees 359 shrub plants and appropriate landscaped open space.

The City of Opa-locka's Comprehensive Plan, Future Land Use map provides that the property has a future land use designation of "Commercial" and the zoning map provides that the property is zoned Commercial Liberal and is within the "Corridor Mixed Use Overlay". This use, Auto Service Station is permitted in the B-2 zoning district after Special Exception review approval and the Retail Sales and Services uses are permitted in the B-2 zoning district. The outside hand car wash is permitted as an accessory use for any Auto Service Station. This proposed operation is adjacent to Single-Family homes on the eastside of this parcel. According to the site plan a 6-foot concrete wall will be built on the eastside of this property to buffer the use from the single-family residential properties. For additionally buffering there is a 12-foot dedicated alley between the service station and the single-family residential properties.

Site Computations & Land Development Regulation / Zoning Code | Table 1

Applicant	Maclam Investment LLC		
Folio Number (s)	Opa-locka: 08-2121-005-0690		
Address Location	14585 NW 22nd Avenue		
Building (s) Footprint	**Total Site Area –** 20,886 SF **Convenience Store Bldg. Area –** 1,975 SF **(2) Retail Spaces –** 802 SF each **Hand Car Wash Area –** 808 SF **Fueling Area –** 1,440 SF		
Floor Area	Total 3,579 SF		
Zoning	**B-2 – Liberal Commercial / CMU – Corridor Mixed Use Overlay**		
Zoning Code Consistency	The proposed use for an Auto Service Station is consistent with the B-2 Zoning after Special Exception review approval.		
Existing Land Use	Commercial Use		
Future Land Use Designation	Commercial Use		
Comprehensive Plan Consistency	- The proposed use for an Auto Service Station and retail sales and service use are consistent with the Comprehensive Plan.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec; 22-55; Article IV Sec. 22-80, Sec. 22-90; Article V 22-112, Article VII, VIII and X		
SET BACKS/ YARD	**REQUIRED**	**PROPOSED**	**COMPLIANCE**
Front (West)	**10 Feet**	**83 Feet**	**YES**
Rear (East) Alley way	**0 Feet**	**N/A**	**YES**
Side (North) Corner	**15 Feet**	**15 Feet**	**YES**
Side (South) Corner	**15 Feet**	**15 Feet**	**YES**
Corner Lots/ Other	**N/A**	**N/A**	**N/A**
Lot Coverage	**80%**	**80%**	**YES**

Lot Density	**N/A**	**N/A**	**N/A**
Lot Size	**10,000 SF (0.23 Acres)**	**20,886 SF (.479 Acres)**	**YES**
Lot Width	**N/A**	**N/A**	**N/A**
Building Height	**3 Stories or 45 Feet whichever less**	**Convenience Store & 2 Retail Spaces: (16' 8") Less than 45 Feet / 3 Stories**	**YES**
Structure Length	**N/A**	**N/A**	**N/A**
Open Space	**4,177.2 SF**	**4,177.2 sq. ft.**	**YES**
(Landscaping) Trees	**22**	**22**	**YES**
Parking Details	**Auto Service Station (Gas Stations and Mini Marts):** pursuant to the Land development Regulation Ordinance 15-31: Article VI, one (1) Parking per 500 square feet of floor area. - 3.92 spaces required	Auto Service Station.	**YES**
Parking Details (Cont'd)		Total Parking Spaces Provided: 5 Total Spaces	**YES**
	Retail Sales & Service (General Commercial): pursuant to the Land Development Regulation, Ordinance 15-31: Article VI, one (1) Parking per 500 square feet of floor area. 1,604 sq. ft. floor area – 3.2 spaces required	3 Total Spaces	**YES**
	Total Required Parking Spaces: 7 parking spaces	1 Handicapped Spaces Provided	
Landscape/ Pervious Lot Coverage	**20% minimum required pervious**	**20% provided**	**YES**
Notification Requirement	This request will be properly noticed pursuant to state law and city charter by the city clerk's office. - A copy of notice for advertisement titles were given to the Clerk's Office on Tuesday, August 31st, 2022. To be advertises at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, September 13th, 2022. - City Commission Meeting: TBD		
Local Government Action Required	The City Commission must review this site plan and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable boards or agency(s).		

III. Overall Analysis

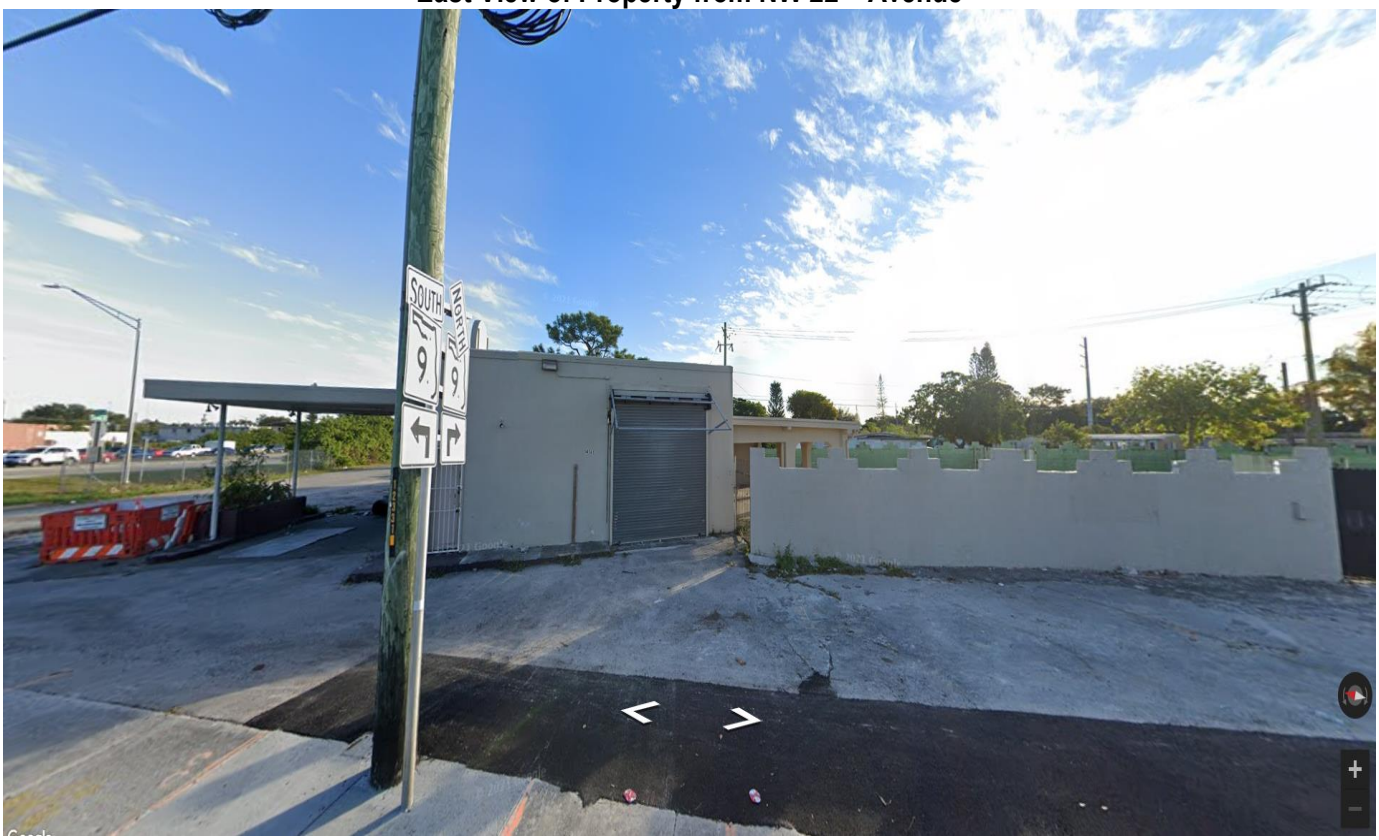
Existing Conditions:

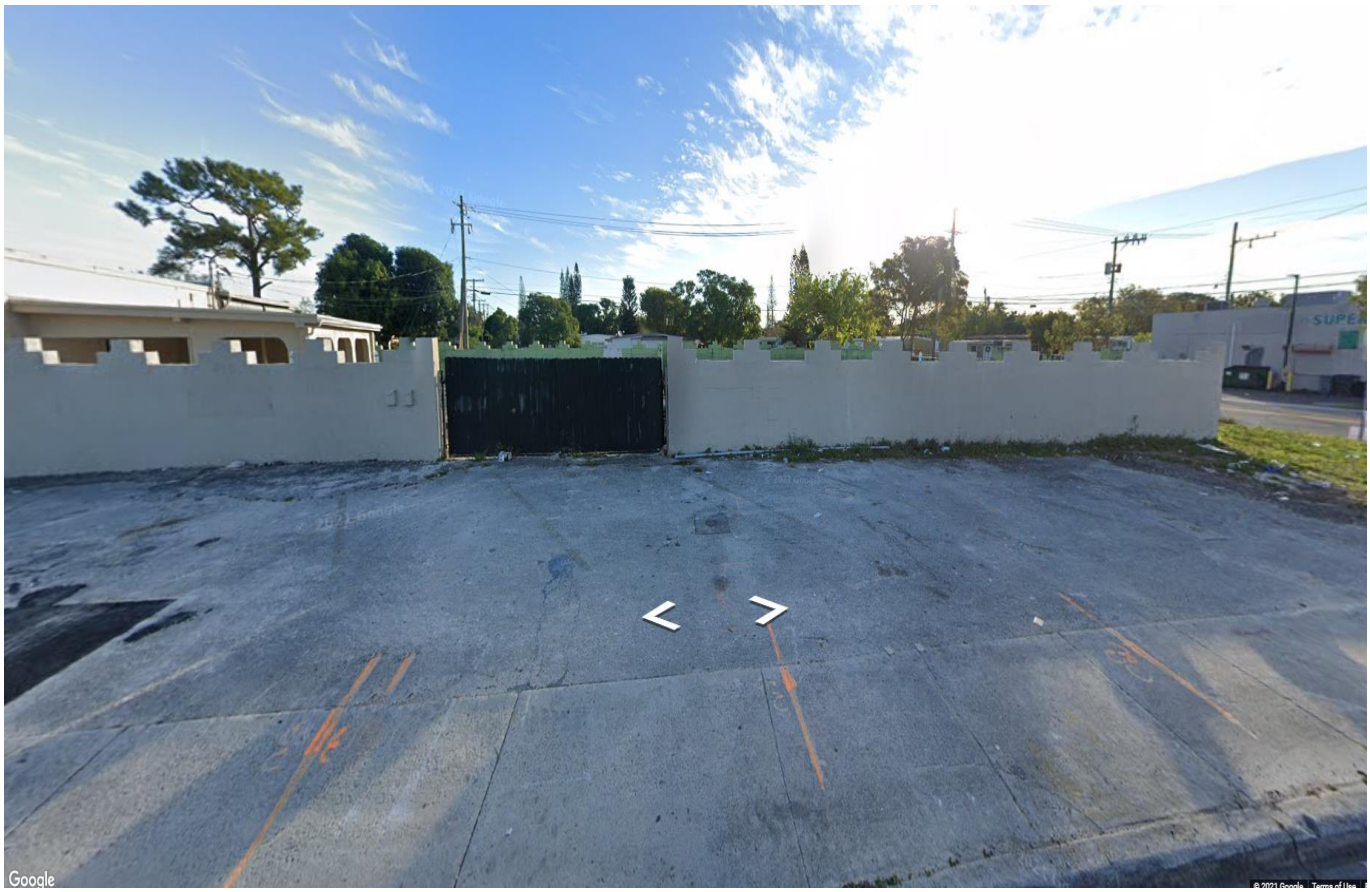
- The Subject Property is generally surrounded by Residential properties to the east and commercial and residential properties to the west and south of this site and State Road #9 to the north of this site.
- Sidewalk alongside the west edge of the Property.
- The property is currently vacant and no licensed business operates at this site.
- The last approved commercial use of this site was for a Car Wash.

South-East View of property from NW 22nd Avenue



East View of Property from NW 22nd Avenue

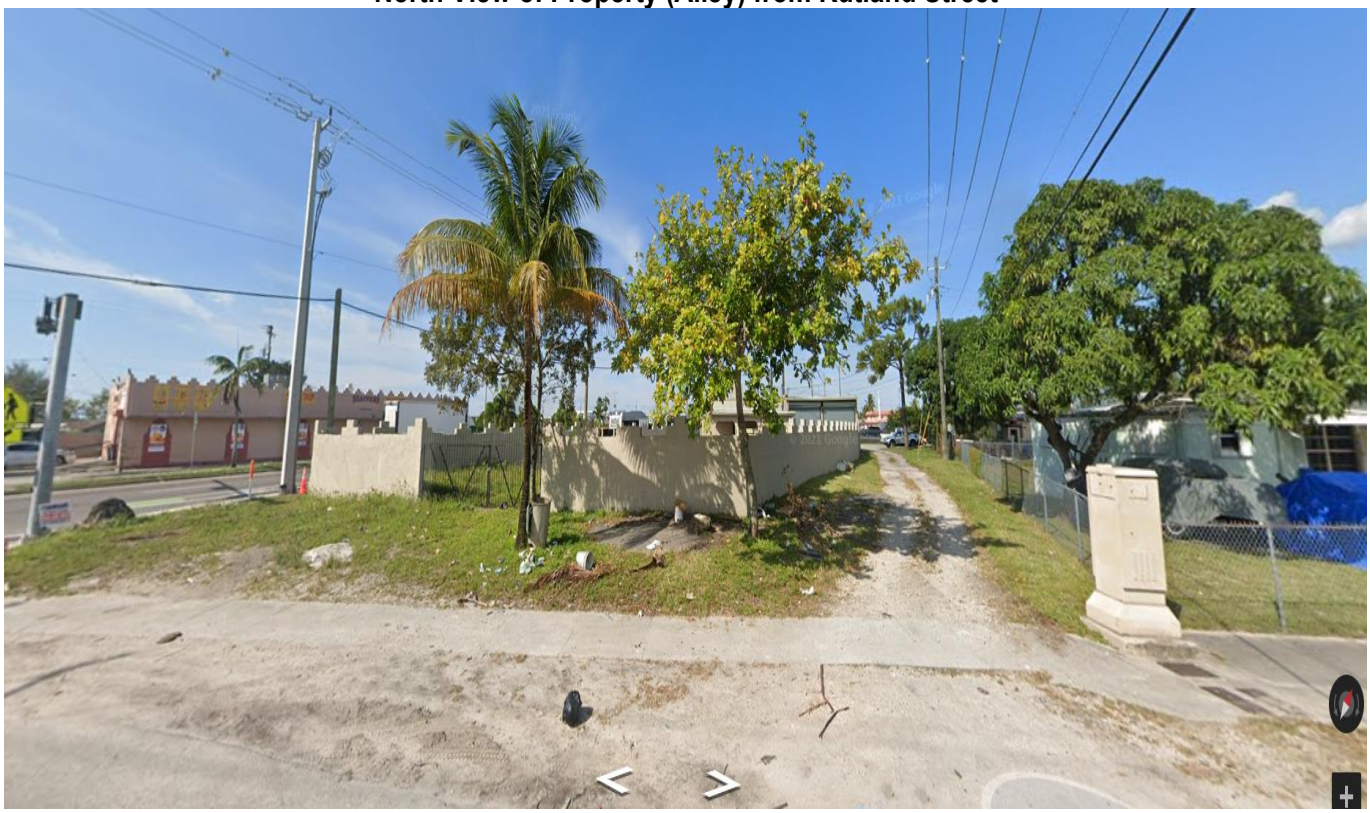




North View of Property from Rutland Street



North View of Property (Alley) from Rutland Street

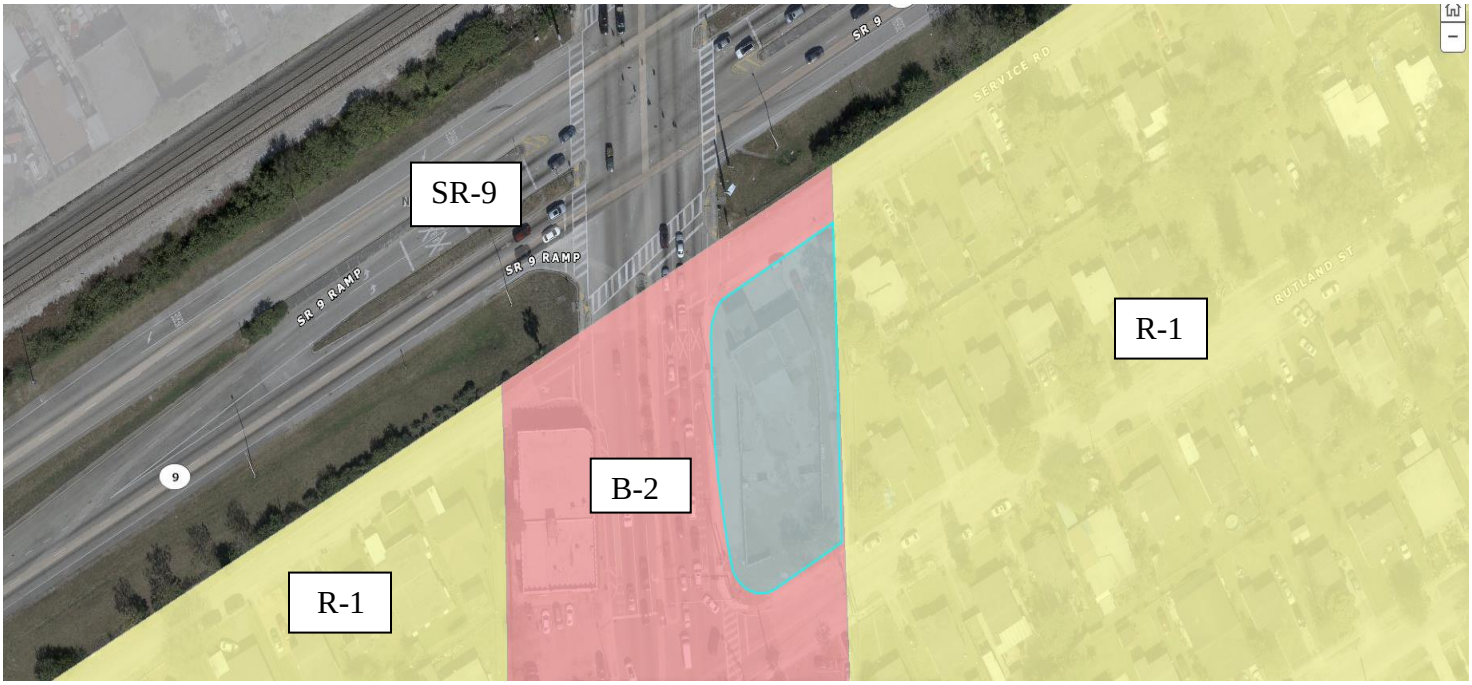


Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	ROW	ROW (State Road 9)	N/A
South	Low Density Residential/Commercial	Low Density Residential/Commercial	R-1 /B-2
East	Low Density Residential	Low Density Residential	R-1
West	ROW	ROW (NW 22nd Avenue)	N/A

Surrounding Zoning Designation Map

The Site is Highlighted in image



- **General Character / Neighborhood Compatibility:** The proposed development use is permitted if approved after special exception review. This site is adjacent to a single-family residential area in need of services beyond fueling, however the most recent licensed use of this site was a hand car wash. This development proposed to buffer the site from the adjacent east-side residential properties through a 6 ft tall concrete wall and because of the alley between the site and the residential properties. Will this proposed use be in Harmony with the general character of the surrounding neighborhood considering population density, design, scale, and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions?

  COMPLIES

  - **Findings:**
    - The proposed development use 'Auto Service Station with 2 retail spaces and a hand car wash" is permitted by the LDR and an opportunity to provide retail services as well as auto services which may be in harmony with the general characteristic of the surrounding neighborhood: Commercial/Residential Uses

- **Tree Preservation:** Compliance with Tree Preservation Ordinance required pursuant to City ORDINANCE NO.10-03

  COMPLIES

  - **Findings:**

    The Applicant is proposing to include 22 new assorted trees, 359 shrub plants and appropriate landscaped open space.
    - *(Please see attached Landscape Plan for Trees detailed information*).

- **Fence:** All walls fences and hedges placed within required yard areas shall conform to the following regulations, except where special requirements are set for5th for specific buffering or screening purpose elsewhere in this Code. Fences shall be constructed in a way so as not to obstruct or impair the view of any vehicle driver's ability to see other vehicles or pedestrians within two hundred (200) feet of any intersection within the district. In commercial or mixed use districts, the maximum height for walls, fences and hedges shall not exceed 6 feet in height, measured from the final grade in front yards and 10 feet in height in side and rear yards.
  - **Findings:**
    - The Applicant is not required to have fencing as the property is on a commercial corridor pursuant to the City Land development Regulation/Zoning Code 15-31, B-2 Commercial Liberal District (Section 22-90).

COMPLIES

- **Future Land Use:** Commercial
  - **Findings:**
    - According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Commercial land use designation category location.

COMPLIES

- **B-2 (Commercial Liberal) Permitted Uses:** Project Specific: *Auto Service Station, Two Retail Spaces, and Hand-Car Wash*
  - **Findings:**
    - According to the City's Land Development Regulation/ Zoning Code B-2 (Commercial Liberal) allows for Auto Service Station, Two Retail Spaces, and Hand-Car Wash within this zoning district.

COMPLIES

- **Community Comments/Petitions:** The Applicant provided a mailing list to the Planning and Community development Department that will inform the surrounding businesses for signatures, comments or possible opposition.
  - **Findings:** The Planning and community Development Department has not received any public opinions concerning this development in support or in opposition. Residents will have opportunity to support or oppose this action at the public hearings.

COMPLIES

IV. Project Need Assessment / other Required Approvals

1. Site Plan
   - Application submitted for Planning & Zoning Board Meeting (last meeting) Tuesday, September 13th, 2022
2. Development Agreement
   - Application submitted for Planning & Zoning Board Meeting (last meeting) Tuesday, September 13th, 2022

V. Development Review Committee (DRC): *Meeting Review Comments*

1. **Capital Improvement Project (CIP):**
   - No issues reported for the proposed Site Plan
2. **Building:**
   - N/A
3. **Police:**

- N/A

4. **Community Redevelopment Agency (CRA):**
   - N/A
5. **City Manager's Office (CMO):**
   - N/A
6. **Code Enforcement:**
   - N/A
7. **City Attorney's Office:**
   - Development Agreement under review
8. **Public works:**
   - N/A
9. **Inter-jurisdictional Review:**
   - N/A

VI. Staff Recommendation:

- Staff recommend approval of this Site Plan. Approval of this site plan should include the following other approvals:
  - A Development Agreement must be submitted along with this Auto Service Station, with two Retail Spaces, and a Hand Car Wash Site Plan pursuant to the city Land Development Regulation/ Zoning Code Ordinance no. 15-31: Article V Section 22-112 and F.S. Section 163.3220-163.3243;
  - Traffic Statement was provided and the site plan was modified in accordance.
  - All signage shall comply with the City's Sign Code Ordinance no. 15-31 Article X;
  - All landscaping and parking areas must be provided and maintained as shown in the Site Plan;
  - Trees to be planted in accordance with the City LDR
  - Adequate landscape buffer around parking area;
  - Extend employment and educational opportunities to City residents through local employment centers, and collaboration with The Meek Group, Miami-Dade Chamber of Commerce and local higher learning centers. M-D College, Florida Memorial University, & St. Thomas University ;
  - Maintain 100% the use, function, or any recommendation the Planning and Zoning Board deem necessary for this Auto Service Station site plan and or not limited to the provision of satisfying all other city's land development code pertaining to the site, landscape and structures;
  - All trash & garbage containers shall comply with the City dumpster enclosure requirements;
  - The Development Agreement (D.A.) shall specifically address the site plan, the daily operation, business, behaviors and any other requirements set forth by the City's Land Development Code, Planning and Zoning Board and the City Commission for this proposed development site plan;
  - Address all Miami-Dade County's input/recommendations as appropriate

VII. **Attachments:**

- Site Plan
- Development Agreement

Planning and Community Development Department

	Name and Title	Initials
Project Planner	Corion J. DeLaine, Interim CRA Manager, City Planner	
Zoning	Gerald J. Lee, Zoning Official	
Approved by	Gregory D. Gay, Director Planning and Community Development	

VIII. Staff Report Will be Updated After the Planning and Zoning Board Meeting on September 13, 2022. *Reflected Actions:*

I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No. 2022-09-13-02,
RESOLUTION OF THE PLANNING AND ZONING BOARD, OF THE CITY OF OPA-LOCKA, RELATING TO THE APPLICATION OF: MACLAM INVESTMENT LLC C/O MAURICIO FALLA, FOR: SITE PLAN APPROVAL REQUEST TO CONSTRUCT AND OPERATE THE FOLLOWING:
A CONVENINENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH WITH 9 CAR PARKING SPACES.

WHEREAS, applicant has appeared before this Board for the request in the application, and all evidence, documents and exhibits have been received and marked pursuant to the Code of Ordinance of the City of Opa-locka.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

1) That the request in the application by the applicant be and the same is hereby

a. APPROVED ☐ DATE: 09-13-2022

b. DENIED ☐

c. NOT DETERMINE ☐ until additional consideration at the regular meeting to be held on__ / __ / ___

2) That the following special condition be and they are hereby imposed, conditioning the determination aforementioned:

a.

b.

*** The Planning and Zoning Board Approval of this request was approved by a - vote***

I HEREBY CERTIFY that the resolution containing the determination of this Board is a true and correct copy as is reflected upon the public records of the City of Opa-locka this day of

_____
Chairperson or Designee

The Following changes/recommendations will reflect recommendations from the Planning and Zoning Board discussions in regard to the proposed Service Station, Retail uses and Car Wash.

Sponsored by: Interim City Manager

RESOLUTION NO. 22-XXXXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE DEVELOPMENT AGREEMENT REQUEST FOR THE CONSTRUCTION AND OPERATION OF A CONVENIENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH AT 14585 NW 22 AVENUE AND IDENTIFIED BY FOLIO 08-2122-005-0690 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Mauricio Falla, on behalf of property owner, Maclam Investment, LLC, has submitted an application for site plan approval for a Project located at 14585 NW 22nd Avenue, Opa-Locka, Florida and identified by folio 08-2122-005-0690 in the B-2 Zoning District; and

WHERAS, the applicant intends to re-develop the site into a new convenience store, with two retail spaces and a service station with a hand car-wash in the east section of the City of Opa-Locka ("City"); and

WHEREAS, the Project will consist of the demolition of the current building and the new construction and operation of an convenience store, retail spaces and a service station with a hand car-wash; and

WHEREAS, the redevelopment of this site is intended to provide two new retail spaces, a new convenience store and a service station with a hand car-wash at this location; and

WHEREAS, the development will also include 9 car parking spaces, 19 new assorted trees, 359 shrub plants and landscaped open space; and

WHEREAS, the Planning & Zoning Board reviewed this request on September 13, 2022, for development agreement approval and recommended approval by a 4-0 vote; and

WHEREAS, after the applicant, Mauricio Falla presented this request to the Planning & Zoning Board he obtained a traffic study that conveyed the site plan must be modified and this site plan reflects those changes; and

WHEREAS, the request for site plan approval meets the review criteria set forth in the Land Development Regulations, Section 22-55 H; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to approve the development agreement of Applicant within the City, as provided herein and attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. **Recitals.**

The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. ApprovaJ/Denial.

Approval/Denial of Development Agreement. The City Commission of the City of Opa-Locka has reviewed the recommendation of the Planning & Zoning Board and hereby approves / denies the Development Agreement request for the demolition of the current building and the new construction and operation of a convenience store, with two retail spaces and a service station with a hand car- wash located at 14585 NW 22nd Avenue, Opa-Locka, Florida and identified by folio 08-2122-005-0690 in the B-2 Zoning District. A copy of the Development Agreement with a copy of the approved Site Plan is attached hereto and incorporated herein as composite Exhibit" A".

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE.

This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED and ADOPTED this _____ day of _____, 2022.

_____

John Taylor, Mayor

ATTEST:

_____

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____

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City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**	DocuSigned by:			
City Manager:	Darvin Williams			**CM Signature**	Darvin Williams C46C07C1E8DE492...			
Commission Meeting Date:	December 14, 2022		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
				X				
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**	
					X			
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
					X			X
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
					X			
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X							
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE DEVELOPMENT AGREEMENT REQUEST FOR THE CONSTRUCTION AND OPERATION OF CONVENIENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH AT 14585 NW 22 AVENUE AND IDENTIFIED BY FOLIO 08-2122-005-0690 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The applicant, Mauricio Falla has submitted an application for site plan approval to demolish the current building at 14585 NW 22nd Avenue, Opa-locka, Florida and identified by folio 08-2122-005-0690 in the B-2 Zoning District and within the Corridor Mixed Use Overlay. The applicant intends to develop this site into a new convenience store and service station with two separate retail spaces with a hand car-wash. The development will also include nine parking spaces and 19 assorted trees and 359 shrub plants and landscaped open space.

DocuSign Envelope ID: 6FBF0E7B-1B4C-497C-A75B-13BF91AAA552

Background

This property is located in the southeast section of the City at the intersection of Service Road and NW 22nd Avenue. The property owner, Maclam Investment, LLC, according to Maimi-Dade County Property Appraiser's website obtained this vacant, unused (and no licensed business occupies this space) 20,886 square foot parcel and has submitted a formal request for site plan review approval and development agreement approval to construct a service station/fueling facility and convenience store and include two retail spaces and a hand car-wash. According to the applicant's site plan the redevelopment of this site will provide a 3,579 square foot building with 1,975 square feet allocated for the Convenience Store and two 802 square foot sections for new retail spaces. This use, Auto Service Station is permitted in the B-2 zoning district. The outside had car wash is permitted as an accessory use for any Auto Service Station. The City of Opa-locka 's Comprehensive Plan, Future Land Use map provides that the property has a future land use designation of "Commercial" and the zoning map provides that the property is zoned Commercial Liberal (B-2) and is within the "Corridor Mixed Use Overlay".

This proposed operation is adjacent to Single-Family homes on the eastside of this parcel. According to the site plan a 6-foot concrete wall will be built on the eastside of this property to buffer the use from the single-family residential properties. For additional buffering there is a 12-foot dedicated alley between the service station/convenience store and the single-family residential properties.

The subject property is generally surrounded by residential properties to the east and commercial and residential properties to the west and south of this site and State Road #9 to the north of this site. The proposed use of Auto Service with two retail spaces and a hand car wash will provide an opportunity for retail services as well as auto services to this community, which are in harmony with the general characteristics of the surrounding neighborhood for commercial and residential uses.

Financial Impact

Approval of this site plan and development agreement will not provide any negative financial impact.

Proposed Action:

Staff recommended approval of this Resolution

Attachment:

DRAFT Resolution
P&Z Application Package
P&Z Board Meeting Minutes 9-13-22

Received:
By:
Date:

DEV.

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS
FY 2020-2021

TOTAL FEES: $ 500 **New Fees as of October 1, 2015** #1089

FY 2020-2021 Meeting Dates (1st Tuesday of Each Month)	**Date Application Found Sufficient**
October 5, 2021	August 20, 2021
November 2, 2021	September 17, 2021
December 7, 2021	October 15, 2021
January 4, 2022	November 19, 2021
February 1, 2022	December 17, 2021
March 1, 2022	January 14, 2022
April 5, 2022	February 18, 2022
May 3, 2022	March 18, 2022
June 7, 2022	April 15, 2022
July 5, 2022	May 20, 2022
August 2, 2022	June 17, 2022
September 6, 2022	July 22, 2022

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.

2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.

3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*

4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.

5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

City of Opa-locka
Planning & Community Development Department
780 Fishermen Street 4th floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1503
Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: Maclam Investment LLC

PROPERTY OWNER'S ADDRESS: 10773 NW 58th ST #140 DOral, FL 33178
Number/Street City State/Zip Code

APPLICANT'S NAME: Mauricio Falla

APPLICANT'S ADDRESS: 10773 NW 58th ST #140 Doral, FL 33178
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE 786-797-6086 CELL HOME _____ OTHER _____

SUBJECT PROPERTY ADDRESS: 14585 NW 22 Ave
Number/Street

TAX FOLIO NUMBER: 08-2122-005-0690 PRESENT ZONING: _____

LEGAL DESCRIPTION: Magnolia Gardens Consolidated

PB 50-5 lots 41 thru 44 BLK 336 LESS BEG NW COR of 525 FT of lot 43 TH SELY AD 119.46 FT SELY AD 49.29 FT SWLY

Please check specific request:

___Tentative Plat
___Final Plat
___Comprehensive Plan Amendment: ___Small Scale; ___Large Scale *(please specify type of amendment below)*
___Rezoning
___Drainage Plan
___Fill Permit Request
___Preliminary Site Plan Review
___Final Site Plan Review
___Conditional Use Permit – No Plans
___Conditional Use Permit – With Plans
___Special Exception – No Plans
___Special Exception – With Plans
X Development Agreement
___Restrictive Covenant
___Other – Please specify: _____

Add any additional information that may be of importance to this request:
Development Agreement Modification

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
(Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

_____Completed application form

_____Application fee payable to the City of Opa-locka by check or money order

_____Copy of property owner's and/or applicant's driver license/photo I.D. & Incorporation Documents (Inc., LLC, …)

_____Affidavit (**see below**), and power of attorney of the property owner (**page 3**) (**Both must be Notarized**)

_____ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).

_____All preliminary and final site plans, along with property survey, signed and notarized application(s) must be submitted on flash drive in PDF format.

_____Fifteen (15) certified boundary and topographic surveys of the property (size 36 x 24 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)

_____Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (size 36 x 24 & at least 7 Sealed Copies

_____Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100" scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)

_____Narrative concept must be submitted with application

AFFIDAVIT

I, Mauricio Falla, being first duly sworn, depose and say that I am the **OWNER** of the property ,and I understand that this application must be complete and accurate before a public hearing can be advertised.

_____
Signature

May 18, 2022
_____
Date

Sworn to and subscribed before me:

This 18th day of May, 2022

_____
Notary Public

My commission expires _____

SONIA GONZALEZ
MY COMMISSION # HH 235323
EXPIRES: March 2, 2026

Attach copy of identification

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From: Mauricio Falla, Maclam Investment LLC

1) Jorge Fiallo
Fiallo's MEP Design Inc.
10010 SW 83rd ST
Miami, FL 33173
305-877-1845
jfiallo@fiallomepdesign.com

2) Sonia Gonzalez
The Permit Shop
4100 N. 58th Ave #109
Hollywood, FL 33021
305-796-0141
thepermitshop@gmail.com

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I Mauricio Falla, being first duly sworn, depose and say that I am the owner of the property legally described as:

Magnolia Gardens Consolidated

PB 50-5 lots 41 thru 44 BLK 336 LESS BEG NW COR of 525 FT of lot 43 TH SELY AD 119.46 FT SELY AD 49.29 FT SWLY

I do give to Jorge Fiallo / Sonia Gonzalez the power of Attorney and authority to speak in my behalf in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Jorge Fiallo / Sonia Gonzalez to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Signature

05/17/2022
Date

NOTARY PUBLIC STATE OF FLORIDA

GABRIELA PEREZ
Commission # HH 230207
Expires February 17, 2026

Sworn to and subscribed before me:

This 17th day of May, 2022

Notary Public

My commission expires: Feb 17-2026

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 14585 NW 22 Ave

LEGAL DESCRIPTION: Magnolia Gardens Consolidated PB 50-5 lots 41 thru 44 BLK 336 LESS BEG NW COR of 525 FT of lot 43 TH SELY AD 119.46 FT SELY AD 49.29 FT SWLY

I SUPPORT THIS DEVELOPMENT REQUEST _____

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: Mauricio Falla PHONE: 786-797-6086

ADDRESS (If different): 10773 NW 58th ST #140 Doral, FL 33178

Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-02-2020

Employer Identification Number:
85-3726617

Form: SS-4

Number of this notice: CP 575 B

MACLAM INVESTMENT LLC
MAURICIO FALLA MBR
10773 NW 58TH ST APT 140
DORAL, FL 33178

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-3726617. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065	03/15/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

(IRS USE ONLY) 575B 11-02-2020 MACL B 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is MACL. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 11-02-2020
EMPLOYER IDENTIFICATION NUMBER: 85-3726617
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

MACLAM INVESTMENT LLC
MAURICIO FALLA MBR
10773 NW 58TH ST APT 140
DORAL, FL 33178

The Opa-locka Planning & Zoning Meeting

P&Z Clerk's Summary Minutes

P&Z Meeting

Tuesday, September 13, 2022

7:00 P.M.

- **CALL TO ORDER:**

Chairman Elio Guerrero called the Planning & Zoning Meeting to order at 7:05 p.m. on Tuesday, September 13, 2022.

An opportunity was given to the public to email the Planning & Zoning Clerk prior to the Planning & Zoning Meeting with any questions/comments/concerns on items we will hear on this evening's P&Z agenda.

I ROLL CALL:

The Planning & Zoning Board of the City of Opa-locka, Miami-Dade County, met in a session on Tuesday, September 13, 2022, at 7:05 p.m. The following members of the Planning & Zoning Meeting were present: Chairman Elio Guerrero, Board Member Germane Barnes, Board Member Dorothy Johnson, and Board Member Claudienne Hibbert-Smith.

Absent Board Member: Board Member Dawn Mangham

Also, in Attendance were Planning & Zoning Director, Gregory Gay, Zoning Official Gerald Lee, Planning & Zoning Board Clerk, Kinshannta Hall, and Attorney Pam Booker.

II INVOCATION AND PLEDGE:

Prayer was led by Board Member Johnson and the Pledge of Allegiance was stated after the Prayer.

III APPROVAL OF MINUTES: Discussion of Minutes from May 10, 2022, Meeting

Chairman Elio Guerrero asked if a motion could be made to have the minutes approved from May 10, 2022, meeting.

Board Member Dorothy Johnson made a motion to approve the minutes. Board Member Claudienne Hibbert Smith second the motion. *Board Member Germane Barnes abstained from voting on the reading minutes due to his temporary absent/leave from the board.

There being no discussion, the motion passed by a 3-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Dorothy Johnson	Yes

IV. PUBLIC HEARING:

A) A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA RECOMMENDING APPROVAL OF THE SPECIAL EXCEPTION SITE PLAN REVIEW REQUEST FOR THE OPERATION OF A PLACE OF RELIGIOUS WORSHIP AT 2560 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-000-0130 IN THE B-2 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

On the record, Mr. Gay stated that the applicant decided to withdraw their application. The applicant was under a time constraint of getting certain things approved and will not be moving forward. The item was withdrawn from this Planning & Zoning Board meeting.

Board Member Johnson: I noticed that it has been withdrawn. This application was not in our May package. We were not here June or July. In addition to that I really have reservation when I see a registered agent application dated September 10, 1996. Staff get it together if I recall it is an annual renewal, so before any applications are presented before the board it needs to be current. I want this on the record.

B.) A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA RECOMMENDING APPROVAL OF THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF CONVENINENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH AT 14585 NW 22 AVENUE AND IDENTIFIED BY FOLIO 08-2122-005-0690 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

My name is Mauricio Falla and I'm the project manager for this project. This application was previously approved with one item pending the traffic impact study. Based on the result of the study we modified the proposed the site plan.

Staff Presentation (For Item B & Item C on the agenda)

Mr. Lee: The subject property is currently owned by Maclam Investment, LLC C/O Mauricio Falla according to Miami-Dade County Property Appraiser's website. The property site is currently vacant pending the review and approval of this site plan review request which would allow the demolition and construction of the convenience store, service station, two retail spaces and a hand car wash in this B-2 zoning district. The applicant proposes to construct a 3,579 sq ft building with 1,975 sq ft allocated for the Convenience Store and two 802 sq ft section for new retail spaces and provide 9 vehicle parking spaces. Provide 22 new trees, 359 shrub plants, and appropriate landscaped open space. Use is permitted after special exception review in this zoning district. Use will not adversely affect the general character of the neighborhood. Use will not generate or create unfavorable vehicular traffic or circulation problems. Staff recommend approval of this revised Site Plan with any conditions that may be imposed by the Planning & Zoning Board.

Chairman Guerrero: What was the change?

Mr. Lee: Orientation of property change.

Board Member Johnson: Did we reach out to the neighbors? I'm concerned of the entry and drainage that area holds a lot of water.

Mr. Lee: Regarding drainage it's a part of the application.

Mr. Gay: It will be reflected in the Development Agreement.

Board Member Dorothy Johnson made a motion to approve Item B on the agenda and Board Member Germane Barnes second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

C.) A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA RECOMMENDING APPROVAL OF THE DEVELOPMENT AGREEMENT REQUEST FOR THE CONSTRUCTION AND OPERATION OF CONVENINENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH AT 14585 NW 22 AVENUE AND IDENTIFIED BY FOLIO 08-2122-005-0690 IN THE B-2 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Staff recommend approval of the revised Development Agreement with any conditions that may be imposed by the Planning & Zoning Board.

Board Member Germane Barnes made a motion to approve Item C with modifications applied on the agenda and Board Member Johnson second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

D.) A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000-0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Public Comments:

Brian Dennis-2140 York Street

Let's get some equality in this City. We need to give the residents a voice before you go before this project. We need to have where residents are being hired by these companies moving in our city.

Board Member Barnes: I would like to thank the resident. We will do the best we can and make sure this happens.

Brian Dennis: Use your attorney an ordinance is already in place.

Board Member Johnson: I'm very familiar with ordinance 95-6 and it can be integrated. There is a lack of knowledge, research needs to be done. We must make sure the commission is informed. The ordinance has more weight. How can we do this in good faith. We need the resources.

Chairman Guerrero: We must enforce this and make it happen.

Alex Van Mechl: Two warehouses expertise paying attribute to our community. I would like for our community to look like "Opa-locka" not "Doral." I inspire everyone to look like Opa-locka.

**** Public Comments Closed***

Attorney Robert Holland spoke on behalf of the applicants and made a presentation as well.

Attorney Robert Holland: I plan to give you, my commitment. Retail is on the decline. This project is considered light industrial. Cities like Miramar and Doral are built on light industrial. A video presentation was presented. There will be entry level positions clean logistic jobs that will be created for residents. No other city can compete with Opa-locka. You would be creating a lane that eliminates the competition. There will be 1,000 jobs and 765 permanent jobs. I spoke with Mr. Beasley with Florida Memorial. There will be retail space and a show room. I

want to know if there is a PR firm in place. I want to follow up before the next City Commission.

Goldstein: There are six buildings and opportunity for more logistics. There is commercial uses movement and proposed commercial logistics.

Staff Presentation (For Item D & Item E on the agenda)

Mr. Lee: The subject properties are currently owned by GPT NW 42nd Avenue Owner II & III LLC c/o Gramercy Property Trust according to Miami-Dade County Property Appraiser website. The property site is currently the location of the Opa-locka Flea Market, assorted retail uses and truck parking operations; Assorted Special Events-The review and approval of this site plan review request would allow the demolition and construction of six new commercial mixed-use buildings for retail, warehouse, and distribution facilities to operate from the property at 12691 NW 42nd Avenue and 12705 NW 42nd Avenue in this B-3 zoning district. The Land Use for 12691 NW 42nd Avenue is Commercial and the Land Use for 12705 NW 42nd Avenue is Industrial. The Applicant proposes to construct six buildings that total 741,837 square feet to accommodate both retail and industrial warehouse & distribution uses and provide 74,182 square feet of office space. The site plan provides that it complies with the required landscaping and parking for this 43.76 +/- acre combined site. The uses proposed are permitted through property zoning and incorporation of uses permitted by the Corridor Mixed Use Overlay.
As a mixed-use development there must be clear indications of retail, sales and service uses and distinct indicators of where those uses will be located.
The MXUOD District permits Retail and Service Uses as well as Hotels, Movie Theaters, Health Spas, and Medical and Business Offices. The commercial mixed use also includes Recreational Facilities that include recreation buildings for indoor sports, i.e., indoor soccer, swimming pools, parks, (which could include a water park) open space and recreational area for tennis courts, basketball courts, etc. The site plan provides for the location of smaller businesses with office / showroom / retail spaces for commercial business uses.
For horizontal Mixed-Use with multiple buildings, each building may be a separate use, however there must be clear indicators as to the area designated for retail/commercial uses and those for industrial uses. The site plan provides for shallower depths on bldgs. Facing LJD/LJ

Staff recommends an Economic and Fiscal Impact Analysis, and a Market Feasibility Study are provided, and the Final Site Plan is modified accordingly and with the conditions listed in the staff report and conditions that may be imposed by the Planning & Zoning Board.

Chairman Guerrero: There is two lot covered under the overlay?

Mr. Lee: Yes

Board Member Johnson: It allows future growth?

Mr. Lee: Yes. Based on the requirement code they are complying. We are in support.

Board Member Dorothy Johnson made a motion to approve Item D on the agenda and Board Member Germane Barnes second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

E.) A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT REVIEW APPROVAL FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000-0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Staff recommend approval of the Development Agreement with any modifications of the site plan as a result of an Economic and Fiscal Impact Analysis and a Market Feasibility Study and any conditions that may be imposed by the Planning & Zoning Board.

Board Member Dorothy Johnson made a motion to approve Item E on the agenda and Board Member Claudienne Hibbert Smith second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

F.) **AN ORDINANCE OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, TO RECOMMEND THE ADOPTION OF A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, TO PERMIT TRACTOR TRAILER TRUCK AND / OR MAJOR VEHICLE (10,000 LBS OR GREATER) PARKING IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Public Comments:

Attorney Hope Calhoun: This ordinance is beneficial to the city. I'm in support of this Ordinance.

Public Comments Closed.

Board Member Johnson: In compliance very much needed take it to the next step.

****Staff Presentation (For Item F on the agenda)***

Mr. Lee: This use is permitted two industrial zoning districts which includes I-2 Industrial Planned District and I-3 Liberal Industrial District. The I-4 Liberal Industrial District for junkyard, salvage/scrap metal and storage. There is great need for this use in South Florida. This use is less intensive than the current permitted uses of the I-4 district. Staff recommend approval of the amendment to Ordinance 15-31, land development regulations with any conditions that may be imposed by the Planning & Zoning board.

Board Member Dorothy Johnson made a motion to approve Item F with modification applied on the agenda and Board Member Claudienne Hibbert Smith second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

STAFF UPDATE

VI ADJOURNMENT

The meeting was adjourned.

Submitted by

Kinshannta Hall
Planning & Zoning Clerk

ATTEST:

Elio Guerrero
Chairman

AFA & COMPANY, INC.

Owner's List within 375-foot Radius Map

Folio # and Legal Description	**Owners**
1. Magnolia Gardens Consolidated Lots 41-44, Block 336, PB 50-5 08-2122-005-0690 P.A. 14585 NW 22 AVE	Maclam Investment LLC 10773 NW 58th ST, Ste. 140 Doral, FL 33178
2. Magnolia Gardens Consolidated Lot 1, Block 336, PB 50-5 08-2122-005-0270 P.A. 2180 SERVICE RD	Edward Alonza Frierson 2180 Service Rd. Opa Locka, FL 33054
3. Magnolia Gardens Consolidated Lot 2, Block 336, PB 50-5 08-2122-005-0280 P.A. 2170 SERVICE RD	Kimberly Jackson / Brandon Bailey 4291 NW 44th Ct Lauderdale Lakes, FL 33319
4. Magnolia Gardens Consolidated Lot 3, Block 336, PB 50-5 08-2122-005-0290 P.A. 2160 SERVICE RD	Porfirio M. Bonet 19201 S. St. Andrews Dr. Hialeah, FL 33015
5. Magnolia Gardens Consolidated Lot 4, Block 336, PB 50-5 08-2122-005-0300 P.A. 2150 SERVICE RD	John S. Bailey & w Tanya 2150 Service Rd. Opa Locka, FL 33054
6. Magnolia Gardens Consolidated Lot 5, Block 336, PB 50-5 08-2122-005-0310 P.A. 2140 SERVICE RD	McCoy Fam Legacy Prtnship LLLP 101 NW 3rd Ave. 1420 Ft. Lauderdale, FL 33301
7. Magnolia Gardens Consolidated Lot 6, Block 336, PB 50-5 08-2122-005-0320 P.A. 2130 SERVICE RD	Odalys Isabel Ramirez Reyes 2130 Service Rd. Opa Locka, FL 33054
8. Magnolia Gardens Consolidated Lot 7, Block 336, PB 50-5 08-2122-005-0330 P.A. 2120 SERVICE RD	Porfirio M. Bonet 19201 S. St. Andrews Dr. Hialeah, FL 33015
9. Magnolia Gardens Consolidated Lot 8, Block 336, PB 50-5 08-2122-005-0340 P.A. 2110 SERVICE RD	Debbie P. Nails 18040 NW 2nd PL. Miami, FL 33169

Folio # and Legal Description	Owners
10. Magnolia Gardens Consolidated Lot 40, Block 336, PB 50-5 08-2122-005-0660 P.A. 2181 RUTLAND ST	Edward Tynes & w Valerie 5275 NW 181st Ter. Opa Locka, FL 33055
11. Magnolia Gardens Consolidated Lot 39, Block 336, PB 50-5 08-2122-005-0650 P.A. 2171 RUTLAND ST	US Housing Equity Fund LLC 20295 NE 29th PL 100A Aventura, FL 33180
12. Magnolia Gardens Consolidated Lot 38, Block 336, PB 50-5 08-2122-005-0640 P.A. 2161 RUTLAND ST	Althea Jacobs 2161 Rutland St. Opa Locka, FL 33054
13. Magnolia Gardens Consolidated Lot 37, Block 336, PB 50-5 08-2122-005-0630 P.A. 2151 RUTLAND ST	Notsas Renaissance LLC 1189 NW 44th Ave. Lauderhill, FL 33313
14. Magnolia Gardens Consolidated Lot 36, Block 336, PB 50-5 08-2122-005-0660 P.A. 2141 RUTLAND ST	Marion Denson & w Catherine 4344 NW 202nd St. Carol City, FL 33055
15. Magnolia Gardens Consolidated Lot 35, Block 336, PB 50-5 08-2122-005-0610 P.A. 2131 RUTLAND ST	Savannah Allen / Shirley Wallace 2131 Rutland St. Opa Locka, FL 33054
16. Magnolia Gardens Consolidated Lot 34, Block 336, PB 50-5 08-2122-005-0600 P.A. 2121 RUTLAND ST	34 Ways Foundation Inc. PO Box 308 Metaire, LA 70004
17. Magnolia Gardens Consolidated Lot 33, Block 336, PB 50-5 08-2122-005-0590 P.A. 2111 RUTLAND ST	Randall Neal Thomas LE 2111 Rutland St. Opa Locka, FL 33054
18. Magnolia Gardens Consolidated Lot 32, Block 336, PB 50-5 08-2122-005-0580 P.A. 2101 RUTLAND ST	Stacy Lewis Thomas 2101 Rutland St. Opa Locka, FL 33054

Folio # and Legal Description	Owners
19. Magnolia Gardens Consolidated Lots 41-44, Block 339, PB 50-5 08-2122-005-1120 P.A. 14495 NW 22 AVE	NW22LLC 20281 E. Country Club Dr. Ste. 1805 Aventura, FL 33180
20. Magnolia Gardens Consolidated Lot 1, Block 339, PB 50-5 08-2122-005-0700 P.A. 2190 RUTLAND ST	Sharon Ann Brown 2190 Rutland St. Opa Locka, FL 33054
21. Magnolia Gardens Consolidated Lot 2, Block 339, PB 50-5 08-2122-005-0710 P.A. 2180 RUTLAND ST	Elituob 2016 LLC 1301 Miami Gardens Dr. Unit 806W Miami, FL 33179
22. Magnolia Gardens Consolidated Lot 3, Block 339, PB 50-5 08-2122-005-0720 P.A. 2170 RUTLAND ST	Yunior Rodriguez / Marianela Perez 2170 Rutland St. Opa Locka, FL 33054
23. Magnolia Gardens Consolidated Lot 4, Block 339, PB 50-5 08-2122-005-0730 P.A. 2160 RUTLAND ST	Tercena Raffelita Lawrence 2160 Rutland St. Opa Locka, FL 33054
24. Magnolia Gardens Consolidated Lot 5, Block 339, PB 50-5 08-2122-005-0740 P.A. 2150 RUTLAND ST	Jorge Rojas De Leon 2150 Rutland St. Opa Locka, FL 33054
25. Magnolia Gardens Consolidated Lot 6, Block 339, PB 50-5 08-2122-005-0750 P.A. 2140 RUTLAND ST	Romisa 2140 LLC 3450 SW 32nd St. Opa Locka, FL 33055
26. Magnolia Gardens Consolidated Lot 7, Block 339, PB 50-5 08-2122-005-0760 P.A. 2130 RUTLAND ST	Marta Argelia Alvarado 2130 Rutland St. Opa Locka, FL 33054
27. Magnolia Gardens Consolidated Lot 8, Block 339, PB 50-5 08-2122-005-0770 P.A. 2120 RUTLAND ST	Marion Sims 2120 Rutland St. Opa Locka, FL 33054

Folio # and Legal Description	Owners
28. Magnolia Gardens Consolidated Lot 9, Block 339, PB 50-5 08-2122-005-0780 P.A. 2110 RUTLAND ST	Bene Homes LLC 9030 SW 48th Ter. Miami, FL 33165
29. Magnolia Gardens Consolidated Lot 40, Block 339, PB 50-5 08-2122-005-1090 P.A. 2181 WILMINGTON ST	Mitchell Allen Jackson & Icilda 2181 Wilmington St. Opa Locka, FL 33054
30. Magnolia Gardens Consolidated Lot 39, Block 339, PB 50-5 08-2122-005-1080 P.A. 2171 WILMINGTON ST	Lucky O. Connor 291 N. Biscayne River Dr. Miami, FL 33169
31. Magnolia Gardens Consolidated Lot 38, Block 339, PB 50-5 08-2122-005-1070 P.A. 2161 WILMINGTON ST	Herman Fluitt & Eloise Fluitt 2606 Raven Lake Ct. Pearland, TX 77584
32. Magnolia Gardens Consolidated Lot 37, Block 339, PB 50-5 08-2122-005-1060 P.A. 2151 WILMINGTON ST	Luciferous Holdings LLC 2151 Wilmington St. Opa Locka, FL 33054
33. Magnolia Gardens Consolidated Lot 36, Block 339, PB 50-5 08-2122-005-1050 P.A. 2141 WILMINGTON ST	Camelle Joseph 2141 Wilmington St. Opa Locka, FL 33054
34. Magnolia Gardens Consolidated Lot 35, Block 339, PB 50-5 08-2122-005-1040 P.A. 2131 WILMINGTON ST	Linda B. Jackson 2131 Wilmington St. Opa Locka, FL 33054
35. Magnolia Gardens Consolidated Lot 34, Block 339, PB 50-5 08-2122-005-1030 P.A. 2121 WILMINGTON ST	Johnnie Mae Mosley & Charrise 2121 Wilmington St. Opa Locka, FL 33054
36. Magnolia Gardens Consolidated Lot 33, Block 339, PB 50-5 08-2122-005-1020 P.A. 2111 WILMINGTON ST	Tracy White & Kirby White 2111 Wilmington St. Opa Locka, FL 33054

Owner's List within 375-foot Radius Map

Folio # and Legal Description	Owners
37. Magnolia Gardens Consolidated Lot 32, Block 339, PB 50-5 08-2122-005-1010 P.A. 2101 WILMINGTON ST	Shirley B. Daniels 2101 Wilmington St. Opa Locka, FL 33054
38. Magnolia Gardens Consolidated 2nd Add. Lot 32, Block 343, PB 49-70 08-2122-009-0050 P.A. N/A	Abbas Ugur 46 NW 95th St. Miami, FL 33150
39. Magnolia Gardens Consolidated Lot 1, Block 343, PB 50-5 08-2122-005-1570 P.A. 14430 NW 21 CT	Maua Investments LLC 4699 N. Federal Hwy, Ste. 109E Pompano Beach, FL 33064
40. Magnolia Gardens Consolidated Lot 2, Block 343, PB 50-5 08-2122-005-1580 P.A. 14420 NW 21 CT	Jose Esquivel 3282 NW 50th St. Miami, FL 33142
41. Magnolia Gardens Consolidated Lot 32, Block 344, PB 50-5 08-2122-005-2160 P.A. 14445 NW 21 CT	Alicia L. Donald 3422 NW 5th Ave. Miami, FL 33127
42. Magnolia Gardens Consolidated Lot 31, Block 344, PB 50-5 08-2122-005-2150 P.A. 14435 NW 21 CT	Laura Adams Roberts 14435 NW 21st Ct. Opa Locka, FL 33054
43. Magnolia Gardens Consolidated Lot 1, Block 344, PB 50-5 08-2122-005-1850 P.A. 2130 WILMINGTON ST	Lorenzo Akin 15421 NW 27th PL. Miami Gardens, FL 33054
44. Magnolia Gardens Consolidated Lot 2, Block 344, PB 50-5 08-2122-005-1860 P.A. 2120 WILMINGTON ST	Marie E. Falaise 268 SW Grove Ave. Port St. Lucie, FL 34983
45. Magnolia Gardens Consolidated Lots 12, 13 & N21.5' Lot 14, Block 335, PB 50-5 08-2122-005-0120 P.A. 14566 NW 22 AVE	M&N Property Investment Inc. 14566 NW 22nd Ave. Opa Locka, FL 33054

Folio # and Legal Description	Owners
46. Magnolia Gardens Consolidated S28.5' Lot 14, Block 335, PB 50-5 08-2122-005-0140 P.A. N/A	M&N Property Investment Inc. 14566 NW 22nd Ave. Opa Locka, FL 33054
47. Magnolia Gardens Consolidated Lot 15, Block 335, PB 50-5 08-2122-005-0150 P.A. N/A	M&N Property Investment Inc. 14566 NW 22nd Ave. Opa Locka, FL 33054
48. Magnolia Gardens Consolidated Lot 11, Block 335, PB 50-5 08-2122-005-0110 P.A. 2210 SERVICE RD	Geraldine Jones 1610 NW 154th St. Opa Locka, FL 33054
49. Magnolia Gardens Consolidated Lot 10, Block 335, PB 50-5 08-2122-005-0100 P.A. 2220 SERVICE RD	Constance Green Syder LE 2601 NW 162nd Ter. Miami Gardens, FL 33054
50. Magnolia Gardens Consolidated Lot 9, Block 335, PB 50-5 08-2122-005-0090 P.A. 2230 SERVICE RD	De Jesus 2 Realty LLC 5445 Collins Ave. CU28 Miami Beach, FL 33140
51. Magnolia Gardens Consolidated Lot 8, Block 335, PB 50-5 08-2122-005-0080 P.A. 2240 SERVICE RD	Cruz M. Matos LE 2240 Service Rd. Opa Locka, FL 33054
52. Magnolia Gardens Consolidated Lot 16, Block 335, PB 50-5 08-2122-005-0160 P.A. 2211 RUTLAND ST	William Boyd III 2211 Rutland St. Opa Locka, FL 33054
53. Magnolia Gardens Consolidated Lot 17, Block 335, PB 50-5 08-2122-005-0170 P.A. 2221 RUTLAND ST	Sofia Garcia & Sofia Cruz 2221 Rutland St. Opa Locka, FL 33054
54. Magnolia Gardens Consolidated Lot 18, Block 335, PB 50-5 08-2122-005-0180 P.A. 2231 RUTLAND ST	Terell Killings 2161 NW 60th St. Miami, FL 33142

Folio # and Legal Description	Owners
55. Magnolia Gardens Consolidated Lot 12, Block 340, PB 50-5 08-2122-005-1240 P.A. N/A	M&N Property Investment Inc. 14566 NW 22nd Ave. Opa Locka, FL 33054
56. Magnolia Gardens Consolidated Lot 13, Block 340, PB 50-5 08-2122-005-1250 P.A. N/A	M&N Property Investment Inc. 14566 NW 22nd Ave. Opa Locka, FL 33054
57. Magnolia Gardens Consolidated Lot 14, Blk 340 & Lot 1, Blk 356, PB 50-5 08-2122-005-1260 P.A. 14460 NW 22 AVE	FT SB Ingram LLLP 703 Waterford Way 780 Miami, FL 33126
58. Magnolia Gardens Consolidated Lot 11, Block 340, PB 50-5 08-2122-005-1230 P.A. 2210 RUTLAND ST	Melanie Cozart 2210 Rutland St. Opa Locka, FL 33054
59. Magnolia Gardens Consolidated Lot 10, Block 340, PB 50-5 08-2122-005-1220 P.A. 2220 RUTLAND ST	Kathryn L. Williams LE 2220 Rutland St. Opa Locka, FL 33054
60. Magnolia Subdivision 2nd Add. Lot 6, Block 1, PB 46-89 08-2122-004-0050 P.A. 2236 ALI BABA AVE	Roy De La Pena 841 NE 3rd PL. Hialeah, FL 33010
61. Magnolia Subdivision 2nd Add. Portion of Block 1, PB 46-89 08-2122-004-0040 P.A. 2222 ALI BABA AVE	Arturo Raboso 2222 Ali Baba Ave. Opa Locka, FL 33054
62. Magnolia Subdivision 2nd Add. Portion of Block 1, PB 46-89 08-2122-000-0420 P.A. 2218 ALI BABA AVE	Arturo Raboso & Onasis Morris 671 E. 34th St. Hialeah, FL 33013
63. Magnolia Subdivision 2nd Add. Lots 1 & 2, Block 1, PB 46-89 08-2122-004-0020 P.A. 2216 ALI BABA AVE	Nestor J. Lopez & Diana M. Suarez 19284 SW 66th St. Weston, FL 33332

Owner's List within 375-foot Radius Map

Folio # and Legal Description	**Owners**
64. Magnolia Subdivision Lots 1-3, Block 12, PB 40-80 08-2122-003-1960 P.A. 2196 ALI BABA AVE	Amara Construction Group LLC 14201 SW 41st St. Miramar, FL 33027
65. Magnolia Gardens Consolidated Lot 19, Block 335, PB 50-5 08-2122-005-0190 P.A. 2241 RUTLAND ST	Michael Perrier & Shemika Carter 2241 Rutland St. Opa Locka, FL 33054

List prepared by:
AFA & Company, Inc.
Professional Land Surveyors & Mappers
13050 SW 133rd Court, Miami, FL 33186
O. 305.234.0588
Email: afaco@bellsouth.net

The List hereon is true and accurate representation thereof to the best of my knowledge and belief.

_____

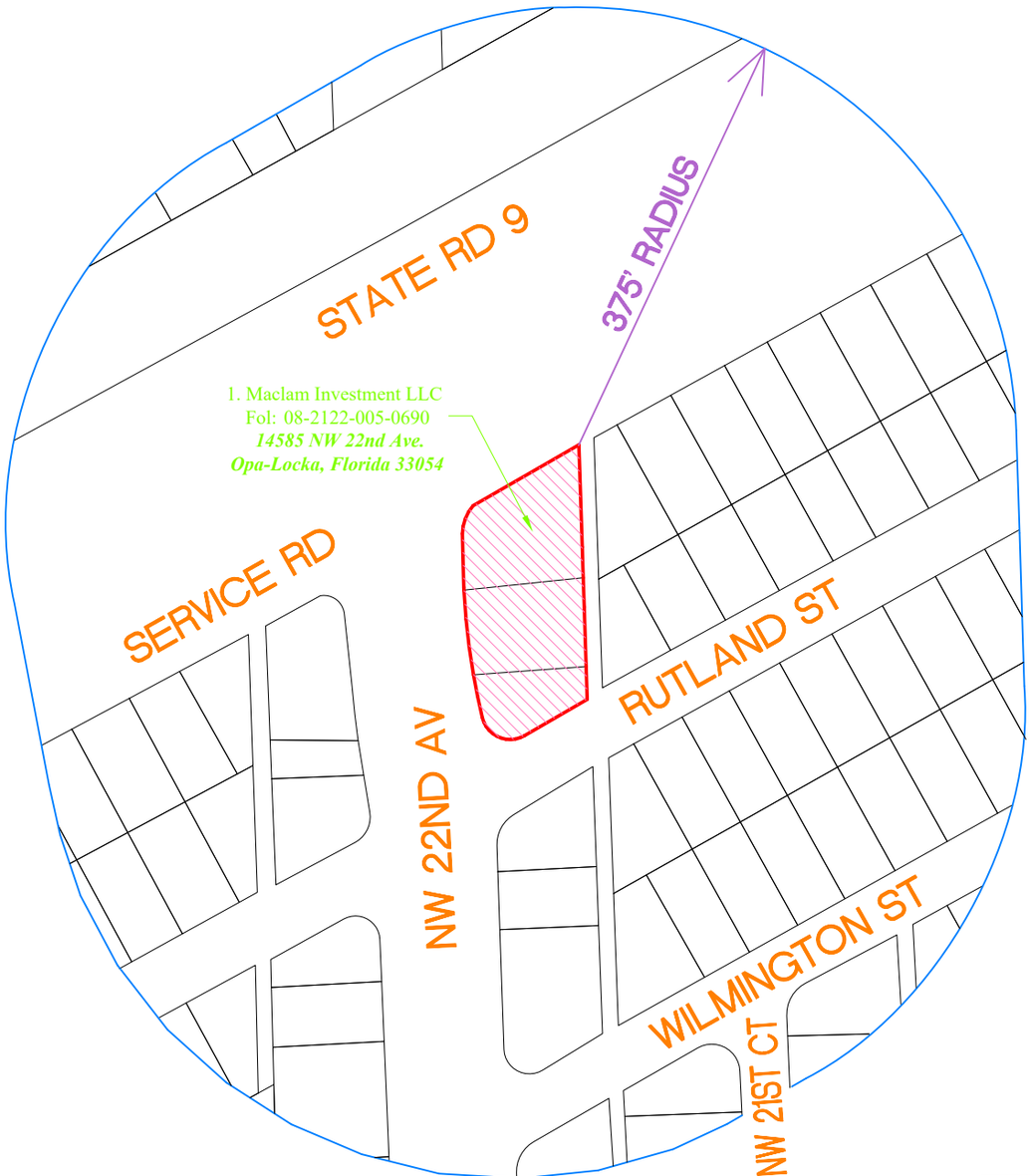
Armando F. Alvarez
Professional Surveyors & Mappers #5526
State of Florida

AFA & Company, Inc. Land Surveyors

375' Radius Map

Sheet 1 of 1

Scale 1"=150'



JOB #	21-695
DATE	05-28-2021
PB	50-5

AFA & Company, Inc. Land Surveyors

Professional
Surveyors & Mappers LB 7498
13050 S.W. 133rd Court
Miami Florida, 33186
E-mail: afaco@bellsouth.net
Ph. # (305) 234-0588
Fax # (206) 495-0778

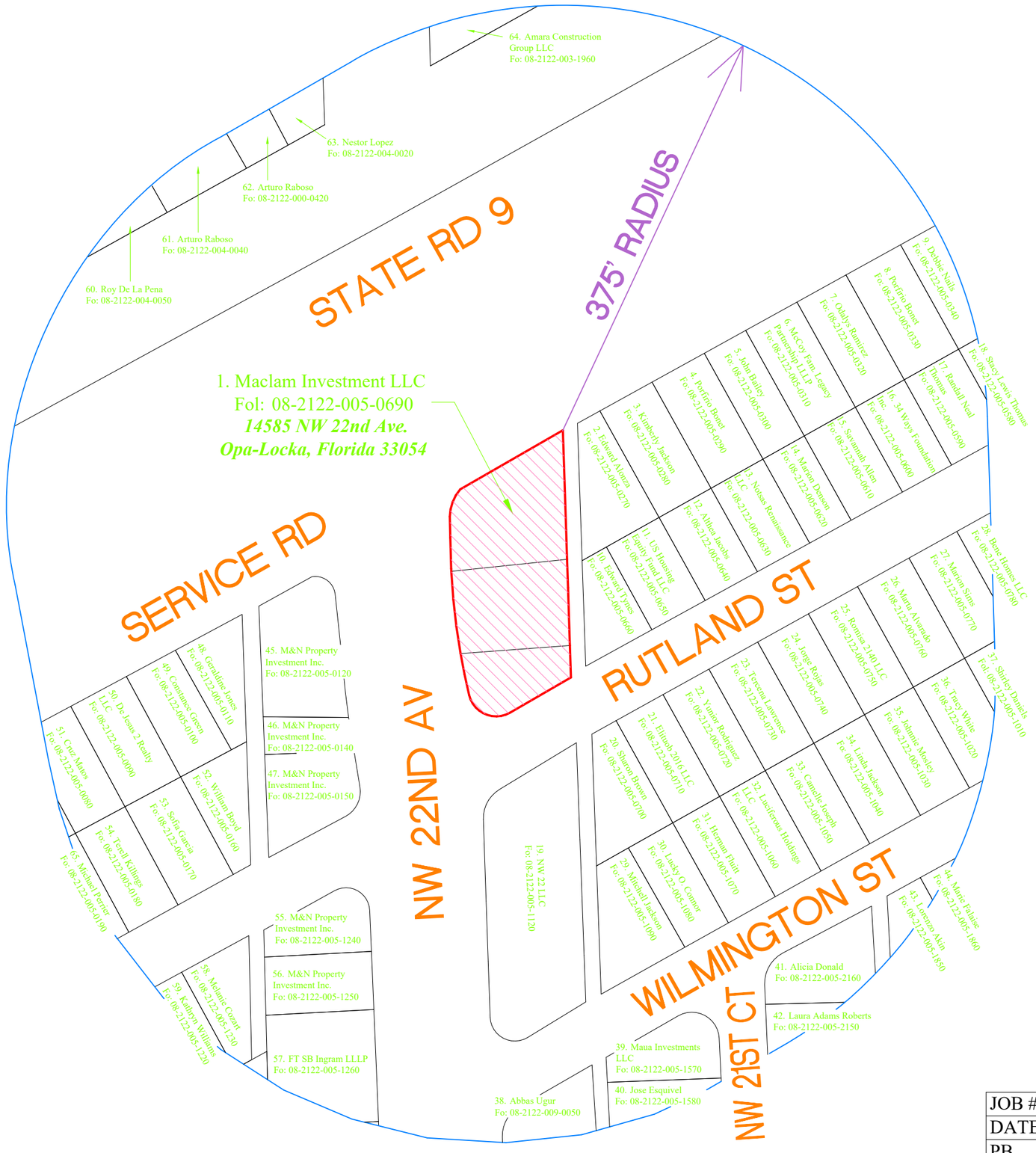
The sketch hereon is a true and Accurate representation thereof to the best of my knowledge and belief, Subject to notes and Notations shown hereon.

Armando F. Alvarez
Professional Surveyor & Mapper #5526
State of Florida
Not Valid unless Signed & Stamped with Embossed Seal

375' Radius Map

Sheet 1 of 1

Scale 1"=100'



JOB #	21-695
DATE	05-28-2021
PB	50-5

Professional
Surveyors & Mappers LB 7498
13050 S.W. 133rd Court
Miami Florida, 33186
E-mail: afaco@bellsouth.net
Ph. # (305) 234-0588
Fax # (206) 495-0778

The sketch hereon is a true and Accurate representation thereof to the best of my knowledge and belief, Subject to notes and Notations shown hereon.

Armando F. Alvarez
Professional Surveyor & Mapper #5526
State of Florida
Not Valid unless Signed & Stamped with Embossed Seal

Electronic Articles of Organization
For
Florida Limited Liability Company

L20000335744
FILED 8:00 AM
October 22, 2020
Sec. Of State
jafason

Article I

The name of the Limited Liability Company is:

MACLAM INVESTMENT LLC

Article II

The street address of the principal office of the Limited Liability Company is:

10773 NW 58TH STREET
140
DORAL, FL. UN 33178

The mailing address of the Limited Liability Company is:

10773 NW 58TH STREET
140
DORAL, FL. UN 33178

Article III

The name and Florida street address of the registered agent is:

BIZCPAS
1300 NW 84TH AVE
DORAL, FL. 33126

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: OBDULIA LEMUS

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Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
MAURICIO FALLA
10773 NW 58TH STREET APT 140
DORAL, FL. 33178 UN

Title: MGR
CLARA I DUENAS
9995 NW 75 STREET
DORAL, FL. 33178 UN

Title: MGR
AMILKAR J CONTRERAS
10710 NW 66 STREET APT 512
MIAMI, FL. 33178 UN

Article V

The effective date for this Limited Liability Company shall be:

10/22/2020

Signature of member or an authorized representative

Electronic Signature: MAURICIO FALLA

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Record and Return to:
(enclose self-addressed stamped envelope)

Developers Attorney
(NEEDED)

This Instrument Prepared by:
Law Offices of Burnadette Norris-Weeks, P.A.
CITY ATTORNEY
City of Opa-locka
780 Fisherman Street
Opa-locka, Florida 33054

SPACE ABOVE THIS LINE FOR RECORDING DATA

DEVELOPMENT AGREEMENT BETWEEN THE GREAT CITY OF OPA-LOCKA, FLORIDA; AND MACLAM INVESTMENT, LLC

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2021 ("Execution Date") by and between **the Owner, Maclam Investment, LLC**, a Florida Corporation, with the mailing address of 10773 NW 58th Street No. 140, Doral, Florida 33178 and the City of Opa-Locka, Florida, a municipal corporation and a political subdivision of the State of Florida ("City"), with a mailing address of 780 Fishermen Street, 4th Floor, Opa-locka Florida 33054.

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of approximately **20,886** acres of land located at **_14585 NW 22nd Avenue,** Opa-Locka, FL 33054, within the municipal boundaries of the City and identified by Miami-Dade County Tax Folio No.**08-2122-005-0690** (the "Property"), the legal description of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the City's Commission adopted Resolution Number _____ approving a Master Site Plan for the **Convenience Store, Service Station with Metal Canopy for fuel pumps, two separate retail sales units and a hand carwash** accommodated within approximately **5,827** square feet; and

WHEREAS, according to Sections 163.3220 through 163.3243, F.S., known as the Florida Local Government Development Agreement Act, the Florida Legislature has determined that the lack of certainty in the development process can result in a waste of economic and land development resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

WHEREAS, the Florida Legislature has declared that assurances to an Owner that it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

WHEREAS, the Owner and the City desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish identifiable parameters for future development; and

WHEREAS, the City Commission pursuant to Resolution No. _____ , adopted on _____ , 2021, authorizes the City Manager to execute this Agreement upon the terms and conditions set forth by the City Commission and listed below, and the Owner have authorized the Owner/Manager to execute this Agreement upon the terms and conditions set forth by the City Commission and as listed below; and

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein set forth, the Owner and City agrees to as follows:

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

2. **Consideration**. The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.

3. **Definitions**.

   (a) "Additional Term" means anyone or more additional term(s) approved by mutual consent of the parties pursuant to a public hearing pursuant to Section 163.3225, F.S.

   (b) "Agreement" means this Chapter 163, F.S., Development Agreement between the City and Owners/Owners.

   (c) "City" means the City of Opa-Locka, a municipal corporation and a political subdivision of the State of Florida, and all departments, agencies and instrumentalities subject to the jurisdiction thereof.

   (d) "Comprehensive Plan" means the plan adopted by the City pursuant to Chapter 163, F.S.

   (e) "Owner" means the persons or entities undertaking the development of the Property, defined in the preamble to this Agreement, **Maclam Investment, LLC.**, with the address of 14585 NW 22nd Avenue, Opa-locka, Florida, 33054 and/or any of its respective successors, assigns, or heirs thereof.

   (f) "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.

   (g) "Development Permit" includes any building permit, zoning or subdivision approval, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

   (h) "Effective Date" is the date this Agreement is recorded with the clerk of the Circuit Court in and for Miami-Dade County,

   (i) "Entire Term" is the total term of this Agreement, combining the Initial Term (thirty (30) years) and the Additional Term, as defined herein.

(j) "Execution Date" is the date that all parties have affixed their signatures to this Agreement.

(k) "Existing Zoning" means (a) all entitlements associated with the City's approval of the Maclam Investment, LLC., Site Plan, and (b) the provisions of the Charter, Comprehensive Plan and Laws of the City of Opa-Locka, including the City of Opa-Locka's Unified Land Development Regulation Code and the Ordinance, as amended through the Effective Date.

(l) "Final Site Plan "means the Site Plan approved by the City Commission via Resolution No. _____ for a **Convenience Store & Service Station with two additional retail units and a carwash at 14585 NW 22nd Avenue, Opa-locka, FL 33054.**

(m) "Governing Body" means the City of Opa-Locka's City Commission.

(n) "Initial Term" is thirty (30) years commencing on the Effective Date.

(o) "Land" means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land, except as provided herein.

(p) "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of or construction upon land in effect as of the Effective Date.

(q) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, and rules adopted by the City of Opa-Locka affecting the development of land in effect as of the Effective Date, including Opa-Locka's Unified Land Development Regulation Code, the Ordinance and the Resolution Number 15-31.

(r) "Parties" means the City and the Owner

(s) "Project" is the **Maclam Investment, LLC's Convenience Store and Service Station at 14585 NW 22nd Avenue, Opa-locka, FL 33054** as described in the plans prepared by **Flallo's MEP Design, Inc.**, and dated February 2, 2021, which proposed the development of approximately a 1,976 square foot building and 9 parking spaces with related employee and customer parking

(t) "Property" means the approximately 0.5 acre of land located at 14585 NW 22nd Avenue, Opa-Locka, FL. 33054 and identified by Miami-Dade County Tax Folio No.08-2122-005-0690, the legal description of which is attached hereto and made a part hereof as Exhibit "A."

(u) "Public Facilities" means major capital improvements, including, but not limited to transportation, transit, sanitary sewer, solid waste, drainage, potable water, educational facilities, parks and recreational, and health systems and facilities for which the City's Comprehensive Plan sets forth required levels of service.

(v) "Resolution" means the resolution defined in the preamble to this Agreement, City of Opa-Locka Resolution Number _____approving Maclam Investment, LLC's Site Plan for a Convenience Store and Service Station at 14585 NW 22nd Avenue, Opa-locka, FL 33054 and Resolution Number _____ approving the Maclam Investment, LLC project Development Agreement.

4. **Intent**. It is the intent of the Owner and the City that this Agreement shall be construed and implemented as a development agreement among the parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3220 through 163,3243, F.S., ("Act"), in compliance with Article V, Section 22-112 of the City of Opa-locka's Land Development Regulation, the Code of Ordinance and the Resolution.

5. **Effective Date**. Immediately upon approval by the City and execution by all parties, the City shall record, with recording fees paid by the Owner, the Agreement with the clerk of the Circuit Court for Miami-Dade County. This Agreement shall become binding on the Effective Date. Notwithstanding the Effective Date provided herein and required by Section 163.3239, P.S., the City and the Owner shall act in good faith to carry out the intent of the Agreement upon the Execution Date.

6. **Term of Agreement and Binding Effect**. This Agreement shall run with the land, remain in full force and effect, and be binding on all Parties (including the Owner) and all persons claiming under it for an Initial Term of thirty (30) years from the Effective Date, and may be extended for one or more Additional Term(s) thereafter by mutual consent of the parties subject to two public hearings pursuant to Section 163.3225, F.S. Consent to any extension of this Agreement requires approval of both parties to this Agreement. No notice of termination shall be required by either party upon the expiration of this Agreement and thereafter the parties hereto shall have no further obligations under this Agreement. The obligations imposed pursuant to this Agreement upon the parties and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and/or assigns.

7. **Termination**. No notice of termination shall be required by either Party upon the expiration of this agreement and thereafter the Parties hereto shall have no further obligations under this agreement.

8. **Expiration / Termination / Default.** Upon the expiration of the agreement, the city shall have ability and the rights under its police power to adopt Zoning Regulations not inconsistent with the rights granted hereunder. In the event of termination or default, no further rights under this agreement shall exist, whether brought under a claim of vested right, equitable estoppel or otherwise.

9. **Development Conditions.** In accordance with Section 163.3227(c), F.S., the Owner agrees as follows:

(a) All impacted Public Facilities shall be adequate to serve the Property at an acceptable level of service prior to the issuance of a Certificate of Occupancy for the Project, and shall be served by water and sanitary sewer main extensions as required by the city in accordance with Miami-Dade County permitting requirements

(b) All Public Facility improvements required by the City, by Miami-Dade County, Florida, or voluntarily proposed by the Owner to be installed by Owner shall be constructed in accordance with applicable governmental regulations prior to the issuance of a Certificate of Occupancy of the Project.

(c) All signage shall comply with all city sign code ordinance requirements.

(d) Owner will abide by and not deviate from the terms of its graphic and verbal representation submitted to the City Commission in order to receive approval of the approving Maclam Investment, LLC's Site Plan for a Convenience Store and Service Station at 14585 NW 22nd Avenue, Opa-locka, FL 33054. Such items include, but are not specifically limited to:

1. Design of all physical structures, water bodies, private and public improvements; and

2. The color and dimensional characteristics of all building materials.

3. All landscaping, bay, loading and parking spaces must be provided and maintained as shown on the site plan.

(e) Owners guarantees to preserve and maintain all buildings and structures consistent with the Maclam Investment, LLC's Site Plan for a Convenience Store and Service Station at 14585 NW 22nd Avenue, Opa-locka, FL 33054, free of all liens and encumbrances, for the entire period in which the Owners own the land or control 51% ownership of the Property, or control 5% of any entity to which his agreement has been assigned, sold or otherwise transferred. Any new owner must abide by the terms of this agreement until the expiration of the Term of this Agreement as provided in paragraph 6 above. In the event of a force majeure or in the event of a casualty, the then owner has the option but is not obligated to rebuild, provided that the Property is cleared and maintained in accordance with City Code requirements. It is expressly understood by the Owner that the development of a project that is not substantially in accordance with the Final Site Plan shall require new approvals in accordance with City Code requirements. In addition, Owner shall maintain the Property in a manner consistent with Section 14-2 of the City Code. The landscaping and common areas of the Property shall be maintained by the Owner, its successors or assigns, or by a property owners' association pursuant to reciprocal easement agreement(s) ("REAs"), and /or a combination thereof. The entity or entities responsible for such maintenance shall be determined by the Owner at its discretion. Owner shall provide the City with contact information of the entities or persons responsible for maintenance of the Property pursuant to this Paragraph. Any new owner must abide by the terms of this agreement until July 2052.

(f) At the request of the City, Owner shall submit or cause the submittal of an annual report and shall provide additional documentation to the City as required by the Resolution to verify

continuing compliance with the Resolution and this Agreement. A copy of the City's form of annual report is attached as Exhibit "B".

(g) The Owner will not physically alter or substitute the design of structures, materials and colors included in the Maclam Investment, LLC's Site Plan for a Convenience Store and Service Station at 14585 NW 22nd Avenue, Opa-locka, FL 33054 except as approved by the City in the City's sole discretion. In the event that building materials or colors are no longer available, the burden shall be on Owners to prove that said materials or colors are in fact unavailable.

(h) Owner agrees that the City may enter onto the Property to confirm compliance with the terms of this Agreement.

(i) Owner agrees to use commercially reasonable efforts to encourage its tenants to:

1. Cooperate with the City on any City-initiated efforts with area economic development and educational organizations, including the Beacon Council, The Meek Foundation, Miami-Dade County Public Schools, and Miami-Dade College or other organizations acceptable to the parties, to expand vocational and technical training programs for residents within the City through December 31, 2024; and

2. Recruit and employ qualified applicants who are City residents through the assistance of the Career Source South Florida office in coordination with the City of Opa-locka, and encourage all contractors retained to develop the Project to do the same, as follows:

a) Prepare and provide the City with an outreach plan that outlines the Owner's anticipated commercially reasonable efforts to provide construction-related and permanent jobs to Opa-locka residents, prior to the issuance of the first building permit for vertical construction within the Property ("Outreach Plan"). Said Outreach Plan, at a minimum, shall require that local job fair(s) ("local" shall mean within the municipal boundaries of the City of Opa- locka; hereinafter "Local Job Fair") be held as described herein and shall outline job training opportunities within the Project.

b) Host or require its general contactor(s) to host a Local Job Fair and provide a list of construction job openings to the City to post on the City's website, prior to

the issuance of the first building permit for vertical construction. The general contractor shall advise the City of any local new hires following its Local Job Fair(s).

(j) All trash and garbage containers shall comply with all city dumpster enclosure requirements.

(k) The following timelines shall be complied with by Owner, Maclam Investment, LLC's Site Plan for a Convenience Store and Service Station at 14585 NW 22nd Avenue, Opa-locka, FL 33054, which applies immediately upon approval of this Development Agreement: Violation of this timeline may result in; the revocation of any approved Development Permit and/or any actions deemed necessary by the City of Opa-locka:

1. Apply for building permits: within 6 months from the execution of the Development Agreement. The City Manager may grant a single 6 month extension for good cause shown.

2. Must start construction: within 18 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause shown.

3. Must complete project: within 24 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause.

10. **Development Permits**. In accordance with Section 163.3227(f), F.S., the City need to approve the following additional development permits upon proper submission of all requirements, and City review or inspections, in order for the Owner to develop the Project:

(a) Site plan approvals;

(b) Modifications to existing approvals and permits, including the Maclam Investment, LLC's Site Plan for a Convenience Store and Service Station at 14585 NW 22nd Avenue, Opa-locka, FL 33054

(c) Water, sewer, paving and drainage permits;

(d) Building permits;

(e) Sign permits;

(f) Certificate of occupancy;

(g) Business License and Certificates of use;

(h) Any other official action of the City and/or Miami-Dade County, Florida or other applicable regulatory agencies having the effect of permitting the development of land or providing permits required for the development of Property.

(i) Any liens, fees, code violations or unpaid assessments shall be satisfied prior to the execution of this agreement for this property or any other property in the City of Opa-locka owned by Maclam Investment, LLC.

(j) All currently non-compliant building, physical structures or vehicles at 14585 NW 22nd Avenue, Opa-locka, FL 33054 shall be removed prior to the execution of this agreement.

11. **Public Services and Facilities; Concurrence**. In accordance with Section 163.3227(d), F.S., the City and the Owners/Owners anticipate that the Property and the Project will be served by those public services and facilities currently in existence as provided by the State of Florida, Miami-Dade County, the City, and/or as contemplated in the Maclam Investment, LLC's Site Plan for a Convenience Store and Service Station at 14585 NW 22nd Avenue, Opa-locka, FL 33054. The Property and the Project will also be served by any and all public facilities provided in the City's Comprehensive Plan, specifically including but not limited to, those public facilities described in the Comprehensive Plan's Capital Improvements Element. For the purposes of concurrency, the City hereby agrees to provide, reserve, and allocate sufficient public facility capacity, including but not limited to water, sanitary sewer, solid waste, drainage, fire and police to serve the development of the Project on the Property. All development orders or permits sought to be issued for the Project pursuant to this Agreement must be able to meet concurrency standards set forth in the Comprehensive Plan (concurrency regulations) and to be consistent with Land Development Regulations, so long as the Owners/Owners constructs the Property in compliance with the City's Laws, Comprehensive Plan and Land Development Regulations in existence as of the Effective Date. Owners/Owner shall be bound by the City impact fees and assessments in existence as of the Effective Date of this Agreement. Nothing in this paragraph shall relieve the Owners/Owner of the requirement to pay impact fees and assessments.

12. **Consistency with Comprehensive Plan**. In accordance with Section 163.3227(g), F.S., the City hereby finds and declares that the Owners development of the Project on the Property complies with the Laws, ordinances, regulations and policies of the City of Opa-Locka, and is consistent with the City's Laws, Comprehensive Plan and Land Development Regulations.

13. **Reservation of Development Rights**. Except as otherwise provided in the Act for the Entire Term of this Agreement, the City hereby agrees that it shall permit the development of the Project in accordance with the Laws of the City of Opa-Locka, including the City's Comprehensive Plan and Land Development Regulations, as of the Effective Date of this Agreement, subject to the conditions of this Agreement. Except as otherwise provided in the Act, the City's Laws and policies governing the development of the Property as of the Effective Date of this Agreement shall govern the development of the Property for the Entire Term of this Agreement unless terminated. Development of the Property as outlined herein shall not be subject to any future changes to the Laws of the City, including the City's Land Development Regulations and Comprehensive Plan designation after the Effective Date and during the Entire Term of this Agreement, except to the extent that Owners consent to such changes and except as otherwise provided in the Act. The City may apply subsequently adopted laws or policies to the Property only as permitted or required by the Act or as provided above or upon this agreement being terminated or having expired

14. **Zoning and Other Approvals**. The Parties hereto recognize and agree that certain provisions of this Agreement require the City and its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement shall be construed to prohibit the City from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Property.

15. **Necessity of Complying, with Local Regulations Relative to Development Permits**. In accordance with Section 163.3227(i), F.S., this Agreement is not and shall not be construed as a development permit or authorization to commence Development. The Owners/Owner and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve Owners/Owner of the necessity of complying with any and all regulations governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements do not require the Owners/Owner to develop the Property in a manner that is inconsistent with the Laws of the City of Opa-Locka in existence as of the Effective Date.

16. **Good Faith; Further Assurances**. The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement. In that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement, provided that the foregoing shall in no way be deemed to inhibit, restrict, or require the exercise of the City's police power or actions of the City when acting in a quasi-judicial capacity.

17. **Notices**. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by a recognized courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope and addressed as follows:

If to the City at:

City Manager
City of Opa.-Locka
780 Fishermen Street, 4th Floor
Opa-Locka, Florida 33054

With a copy to:

Law Offices of Burnadette Norris-Weeks, P.A.
City Attorney
City of Opa-locka
780 Fisherman Street

Opa-locka, Florida 33054
And
401 North Avenue of the Arts
Ft. Lauderdale, FL 33311

If to the Owners/Owners at: Maclam Investment, LLC C/O
Mauricio Fallo
10773 NW 58th Street, No. 140
Doral, Florida 33178

18. **Governing Laws, Construction and Litigation**. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owners/Owners and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and accordingly, this Agreement shall not be more strictly construed against any of the parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded. All of the exhibits referenced in this Agreement are incorporated in, and made a part of, this Agreement. In the event of any litigation between the parties under this Agreement for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

Pursuant to Section 163.3241, F.S., if state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, such Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws

19. **Severability**. In the event that any term or provision of this Agreement is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

20. **Entire Agreement**. This Agreement sets forth the entire Agreement and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between the Owners/Owners and the City. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement and this Agreement may not be amended or modified except by written instrument signed by both parties hereto and in accordance with Section 163.3225, F.S.

21. **Indemnification**. The Owners/Owners shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and assigns from and against any claims or litigation arising from this Agreement instituted by third parties.

22. **Periodic Review of Agreement.** Pursuant to Section 163.3235, F.S., the City shall review the Property subject to this Agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this

Agreement, this Agreement may be revoked or modified by the City.

DRAFT

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

CITY

CITY OF OPA-LOCKA FLORIDA

ATTEST:_____ By:_____
City Clerk City Manager

Dated:_____ day of _____, 20___

Approved for form and legal sufficiency:

City Attorney:_____

DRAFT

OWNERS/OWNERS

Maclam Investment, LLC.

WITNESS:

_____
Signature

_____
Print Name

By:_____
Name:
Title: Manager

_____
Signature

_____
Print Name

STATE OF FLORIDA)
:
COUNTY OF MIAMI-DADE)

The foregoing instrument acknowledged before me this _____ day of _____, 20___ by Mauricio Falla of Maclam Investment, LLC, who is personally known to me or has produced _____ as identification, and acknowledged that she/he did execute this instrument freely and voluntarily for the purposes stated herein.

_____
Notary Public, State of Florida at Large

_____
Print Name

My Commission Expires:

DRAFT

EXHIBIT A- PROPERTY LEGAL DESCRIPTION/SURVEY/SITE PLAN
(CONFIRM LEGAL DESCRIPTION BY PROPERTY SURVEY)

MAGNOLIA GARDENS CONSOLIDATED PB- 50-5, LOTS 41 THRU 44 BLK 336 LESS BEG NW COR OF S25FT OF LOT 43 TH SELY AD 119.46FT SELY AD 49.29FT SWLY AD 4.23FT NWLY AD 50.90FT NLY 119.67FT TI OIB FIR R/W LOT SIZE 20886 SQ FT
FOLIO NO: 08-2122-005-0690

DRAFT

Sponsored by: Interim City Manager

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL, AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000- 0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, GPT NW 42ND AVENUE OWNER II, LLC C/O GRAMERCY PROPERTY TRUST & GPT NW 42ND AVENUE OWNER III, LLC C/O GRAMERCY PROPERTY TRUST seeks to redevelop this two-parcel site with the construction and operation of an industrial and commercial mixed-use retail and warehouse distribution facility in accordance with the Commercial B-3 zoning district and the Corridor Mixed Use Overlay requirements. The applicant has prepared a site plan to illustrate the proposed retail and warehouse distribution facility; and

WHEREAS, according to the City of Opa-Locka's official Zoning Map, the Property is designated B-3 (Commercial Intensive Business District) and is subject to a Corridor Mixed-Use Overlay, which allows for an industrial/ commercial mixed use, including retail and warehouse/ distribution facilities; and

WHEREAS, as indicated on the accompanying plans, the proposed development would consist of six buildings containing approximately 741,837 square feet which combines both commercial and warehouse uses and 74,182 square feet of office use; and

WHEREAS, the Plans also incorporate traditional Moorish architecture to complement the surrounding community and the general design goals of the City; and

WHEREAS, the Planning & Zoning Board reviewed this request on September 13, 2022, for development agreement approval and recommended approval by a 4-0 vote; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to approve the development agreement of Applicant within the City, as provided herein and attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. **Recitals.**
The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. Approva1/Denial.
Approval/Denial of Development Agreement. The City Commission of the City of Opa-Locka has reviewed the recommendation of the Planning & Zoning Board and hereby approves / denies the Development Agreement request for the construction and operation of an industrial and commercial mixed-use retail, and warehouse distribution facility on the property located at 12691 NW 42nd Avenue and identified by folio 08-2129-000-0050 and 12705 NW 42nd Avenue and identified by folio 08-2129-000-0064 and both properties are in the B-3 Zoning District. A copy of the Development Agreement with a copy of the approved Site Plan is attached hereto and incorporated herein as composite Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE.

This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED and ADOPTED this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Williams	(Yes)	(No) _____
Commissioner Kelley	(Yes)	(No) _____
Commissioner Bass	(Yes)	(No) _____
Vice Mayor Ervin	(Yes)	(No) _____
Mayor Taylor	(Yes)	(No) _____

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**	DocuSigned by:		
City Manager:	Darvin Williams			**CM Signature**	Darvin Williams C46C07C1E8DE492...		
Commission Meeting Date:	December 14, 2022		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
					X		
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
					X			X
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
					X			
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X							
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL, AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000-0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Applicant, GPT NW 42nd Avenue Owner II, LLC & GPT NW 42nd Avenue Owner III, LLC seeks to redevelop this two-parcel site and has submitted formal requests for site plan and development agreement approvals for the construction and operation of an industrial and commercial mixed-use retail and warehouse distribution

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facility in accordance with the Commercial B-3 zoning district and the Corridor Mixed use Overlay requirements.

Background

This property is located in the southwest section of the City of Opa-locka on the east-side of NW 42nd Avenue, across from the City's Public Works Department. The property is owned by GPT NW 42nd Avenue Owner II LLC and GPT NW 42nd Avenue Owner III LLC according to Miami-Dade County Property appraiser's website. As indicated on the site plan the proposed development would consist of six buildings containing approximately 741,837 square feet which combines both commercial and warehouse uses and would provide 74,182 square feet of office use.

The applicant intends to develop the property with a commercial logistics uses in accordance with the Commercial B-3 zoning district regulations and the corridor mixed use overlay requirements for the inclusion of industrial warehouse and distribution uses. The proposed development would consist of six buildings containing over 740,000 square feet and incorporates traditional Moorish architecture to complement the surrounding community and general design goals of the City. This development provides for both commercial and warehouse uses with a commercial visual appeal. This planned development is anticipated to generated approximately 1,000 construction jobs, 765 permanent jobs, and an excess of $90 million in new investment inclusive of $6 million of permits and impact fees.

The City of Opa-locka's Comprehensive Plan, Future Land Use Plan map provides that the property has a land use designation of "Commercial" with a "Corridor Mixed Use Overlay", for "Parcel 1" and a land use designation of "industrial" with a "Corridor Mixed Use Overlay", for "Parcel 2" which allows for an industrial/commercial mixed-use, which would include warehouse / distribution facilities and showrooms. Because the buildings are expected to be built on a speculative basis for many tenants and are not a build-to-suit for a specific tenant in mind, measurable commercial-retail at this time is not possible in order to preserve flexibility needed to best respond to leasing demand once the buildings are constructed. The site plan does provide a means for separate uses within each building to permit commercial retail, showroom and flex office space.

The proposed development use "Retail Center" and 'Warehouse Distribution Center" is in harmony with the general characteristic of the surrounding neighborhood for Commercial/Industrial Uses. For Horizontal Mixed Use the Development where the different types of uses, industrial and commercial are horizontally integrated, the site plan has multiple buildings, and each building may be a separate use. There must be clear indicators as to the area designated for retail and for commercial uses. Retail uses must be specific to the products produced on site and any accessory uses. The applicant is proposing a speculative, multi-tenant commercial logistics project that has been designed to attract small- and medium-sized users that are anticipated to require approximately 10% in aggregate of square footage as retail/showroom and flex office space buildout inside the buildings. The buildings facing LeJeune and Douglas/LeJeune will feature shallower depths at 145 feet, more glass and storefronts, high auto parking counts, enhanced lighting and concealed truck courts, which are visually appealing to the neighborhood and will attract smaller businesses with office/showroom/retail spaces along the storefronts.

According to the City's Land Development Regulation/ Zoning Code B-3 (Commercial Industrial) allows Warehouse facilities for light industrial and light manufacturing uses; The B-3 Zoning District also permits B-1 & B-2 Uses and the district permits Flea Markets & Bazaars. As a mixed-use development there must be clear indications of retail, sales and service uses and distinct indicators of where those uses will be located. The MXUOD District permits Retail and Service Uses as well as Hotels, Movie Theaters, Health Spas, and Medical and Business Offices. The commercial mixed use also includes Recreational Facilities that include recreation buildings for indoor sports, i.e. indoor soccer, swimming pools, parks, (which could include a water park) open space and recreational area for tennis courts, basketball courts, etc.

Financial Impact

Approval of this site plan and development agreement will not provide any negative financial impact.

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Proposed Action:

Staff recommended approval of this Resolution

Attachment:

DRAFT Resolution
P&Z Application Package
P&Z Board Meeting Minutes 9-13-22

Holland & Knight
701 Brickell Avenue, Suite 3300 | Miami, FL 33131 | T 305.789.7782 | F 305.789.7799
Holland & Knight LLP | www.hklaw.com

Joseph G. Goldstein, Esq.
(305) 789-7782
joseph.goldstein@hklaw.com

April 19, 2022

VIA HAND DELIVERY

Mr. Gregory Gay
Director, Planning and Community Development Department
3400 NW 135 Street, Building B
Opa-Locka, Florida 33054

Re: GPT NW 42 Avenue Owner II LLC and GPT NW 42 Avenue Owner III LLC - Letter of Intent for Site Plan Review

Dear Mr. Gay:

This letter constitutes the letter of intent on behalf of GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC (the "Applicants") in support of their request for site plan approval for a proposed commercial logistics project in connection with that certain ± 43.76 acres of land located at 12691 NW LeJeune Road in Opa-Locka, Florida and identified by folio number 08-2129-000-0050 ("Parcel 1") and that certain ± 9.98 acres of land located at 12705 NW LeJeune Road in Opa-Locka, Florida and identified by folio number 08-2129-000-0064 ("Parcel 2") (collectively, the "Property"; legally described in Exhibit "A").

Parcel 1 is located in the southeast corner of NW 42 Avenue/LeJeune Road and State Road 924/Gratigny Parkway, south of the Miami-Dade County canal while Parcel 2 is located west of the Douglas Road/LeJeune Road connector and north of the Miami-Dade County canal. Parcel 1 has served as the location for the Opa-Locka Flea Market and Parcel 2 is currently used for truck parking. Both parcels are surrounded by industrial uses to the north and to the west, while Parcel 1 is directly east of a recently approved logistics/warehouse and commercial development. The City of Opa-Locka's Comprehensive Plan, Future Land Use Plan (LUP) map provides that Parcel 1 has a land use designation of "Commercial" with a "Corridor Mixed Use Overlay" while Parcel 2 has a land use designation of "Industrial." Additionally, according to the City of Opa-Locka's official Zoning Map, the Property is designated B-3 (Commercial Intensive Business District) and Parcel 1 is subject to a Corridor Mixed-Use Overlay, which allows for an industrial/commercial mixed-use, including warehouse/distribution facilities. An aerial of the Property is included below.



The Applicants seek to develop the Property with a commercial logistics project in accordance with the Commercial and Corridor Mixed Use Overlay requirements. South Florida (Miami-Dade, Broward, and Palm Beach Counties) is home to over 416 million square feet of warehouse space – the largest concentration of warehouse space in Florida. According to CBRE Group, Inc., with 3,100 acres of developable land remaining, South Florida can only accommodate an additional 48 million square feet of logistics space before it is built out, which is approximately 7.5 years using historical delivery trends. In November 2021, the South Florida Business Journal similarly highlighted the growing need for warehouse and distribution space, which is undergoing a "boom" in Miami-Dade County. At 3% vacancy and declining, Miami-Dade County desperately needs more commercial warehouse space. Given the growth of traditional logistics and transshipment use along with the rise of e-commerce in today's economy and existing projects in the immediate vicinity catering to this market, a commercial logistics facility as proposed would be an ideal location and unique opportunity for the City of Opa-Locka.

The Applicants have prepared a site plan ("Plan") to illustrate the proposed facility. The Plan provides information relating to the general layout, building aesthetics, landscaping guidelines, and parking areas. As indicated in the accompanying plans, the proposed development would consist of six buildings containing over 740,000 square feet. The proposed commercial logistics project combines both commercial and warehouse uses with an emphasis on a commercial visual appeal by utilizing the following design features:

- Shallower buildings, which create more opportunities for smaller businesses, tenants in a variety of industries, and retail/showroom/office spaces facing LeJeune and Douglas/LeJeune Connector

- Concealed truck courts, which shield/screen truck loading and unloading from main thoroughfares

- Incorporating use of more glass and storefronts within the architectural design increases the commercial appeal visible to the main thoroughfares and allows for more retail/showroom/office spaces

- Enhanced lighting features

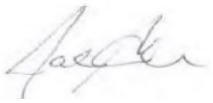
The proposed project is anticipated to generate approximately 1,000 construction jobs, 765 permanent jobs, and an excess of $90 million in new investment inclusive of $6 million of permits and impact fees. The Plans also incorporate traditional Moorish architecture to complement the surrounding community and general design goals of the City. The Applicants have included in Exhibit "B" responses to site plan review and approval requirements as outlined in Article III, Section 22-55 of the City of Opa-Locka Code. Overall, the proposed project creates an emphasis on the booming commercial logistics industry in order to foster the existing warehouse sector within Opa-Locka while generating well-paying jobs for residents.

Additionally, the City of Opa-Locka Zoning Code Section 22-99(F)(6)(c) regulating off-street parking within the Corridor Mixed Use Overlay District states that applicants may request a minimum parking stall area of 8 ½' by 18', instead of 10' by 20' for 90 degree angled parking as mandated by Article 8 of the Code. The Applicants are hereby requesting a parking stall area of 9' by 19' including a two foot overhang.

Based on the above and attached, we submit that the proposed development is consistent with the City of Opa-Locka Comprehensive Plan and its Zoning Code requirements. The Applicants respectfully request your favorable consideration of the application. If you have any questions or require any additional information, please do not hesitate to call at 305-789-7782.

Sincerely,

HOLLAND & KNIGHT, LLP



Joseph G. Goldstein

Enclosures

Cc: Mr. Gerald Lee
Mr. Clifton Coffey
Mr. Anthony Nelson
Mr. Camilo Rios
Mr. Jorge Rios
Robert Holland, Esq.
Alessandria San Roman, Esq.

Exhibit "A"

Legal Description

LEGAL DESCRIPTION:

PARCEL 1:

THE NW 1/4 OF THE SE 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, LESS THE NORTH 35 FEET AND LESS THE SOUTH 300 FEET OF THE WEST 413 FEET THEREOF, AND LESS THE WEST 50 FEET FOR ROAD RIGHT OF WAY FOR N.W. 42ND AVENUE AND LESS THE EAST 15.00 FEET OF THE SOUTH 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, AND LESS A 15 FOOT STRIP OF LAND CONVEYED TO THE CITY OF OPA LOCKA, FLORIDA, IN WARRANTY DEED RECORDED DECEMBER 18, 1991 IN OFFICIAL RECORDS BOOK 15313, PAGE 3753, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 3:

PARCEL I:

A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 86°47'03 EAST ALONG THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29 FOR A DISTANCE OF 1132.58 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE RUN NORTH 03°01'12" WEST FOR A DISTANCE OF 1210.00 FEET TO A POINT OF INTERSECTION WITH A LINE THAT IS PARALLEL TO THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 86°47'03" EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 531.43 FEET TO THE POINT OF INTERSECTION WITH THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5363.84 FEET, SAID CURVE BEING THE NORTHWESTERLY RIGHT-OF-WAY BOUNDARY OF THE LE JEUNE-DOUGLAS EXPRESSWAY AND N.W. 119TH STREET EXPRESSWAY, ACCORDING TO THE RIGHT-OF-WAY MAP RECORDED IN PLAT BOOK 77, AT PAGE 96, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT BEARING NORTH 71°17'02.6" WEST FROM THE CENTER OF SAID CURVE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°25'31 .4" FOR A DISTANCE OF 1256.84 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29, SAID POINT BEARING NORTH 84°42'34" WEST FROM THE CENTER OF THE AFORESAID CURVE; THENCE RUN SOUTH 86°47'03" WEST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 206.39 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE WEST 10 FEET THEREOF.

PARCEL II:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS RUNNING OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

LOT 7, IN BLOCK 1, OF "LE JEUNE INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOCK 100, AT PAGE 51, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AS SET OUT IN INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 11076, AT PAGE 601, AS AMENDED BY INSTRUMENT FILED IN OFFICIAL RECORDS BOCK 14441, PAGE 1400.

Exhibit "B"

Application Questions

See: Section 22-55, Opa Locka Code

1. **The development permitted by the application, if granted, conforms to the Comprehensive Plan; is consistent with applicable area or neighborhood studies or plans, and would serve a public benefit warranting the granting of the application at the time it is considered**

   The City of Opa-Locka's Comprehensive Plan, Future Land Use Plan (LUP) map provides that the Property has a land use designation of "Commercial" with a "Corridor Mixed Use Overlay." Within the commercial district, the development specifically advances Comprehensive Plan Policy LU-7.5 by developing six buildings containing over 740,000 square feet of commercial logistics space that will help improve the local economy and promote job creation and economic development in an area centrally located off of a half section line road and a major highway, State Road 924/Gratigny Parkway. Additionally, the proposed development aligns with Comprehensive Policy LU-3.2 by designing and building the building fronting NW LeJeune Road with (1) shallower buildings, which create more opportunities for smaller businesses, tenants in a variety of industries, and retail/showroom/office spaces facing NW LeJeune Road and the Douglas/LeJeune Connector, (2) concealed truck courts, which shield/screen truck loading and unloading from main thoroughfares, (3) incorporating use of more glass and storefronts, and (4) enhanced lighting features.

   Furthermore, the City of Opa-Locka recognizes in its Comprehensive Plan the need to "maximiz[e] economic opportunities for current and future residents through job creation, fostering existing and attracting new businesses and industries, and maintaining an ample supply of economically-generating land uses within the City's boundaries." This project will provide economic opportunities for Opa-Locka residents by creating higher paying jobs and attracting new businesses and industries. The Bureau of Labor Statistics provides that non-supervisory warehouse employees earn 25-30% higher hourly wages than non-supervisory employees in retail. The average pay for non-supervisory warehousing and storage employees is approximately $17-$19 per hour compared to $12-$15 per hour in non-supervisory retail positions. In addition, the Owner is committed to investing in workforce training capabilities and resident employment.

2. **The development permitted by the application, if granted, will have a favorable or unfavorable impact on the economy of the City.**

   The development permitted by the application will result in a favorable impact on the economy of the City. As previously stated, the proposed project is anticipated to generate approximately 1,000 construction jobs, 765 permanent jobs, and an excess of $90 million in new investment inclusive of $6 million of permits and impact fees. Additionally, the development is expected to create substantial high quality job opportunities for the residents of Opa-Locka.

3. **The development permitted by the application, if granted, will efficiently use or not unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction.**

   The proposed development will utilize current best management practices and design standards and will not unduly burden water, sewer and solid waste disposal utilities. Since the project is primarily a commercial logistics use, there will be no meaningful impact to the recreation or education facilities in the area.

4. **The development permitted by the application, if granted, will efficiently use or not unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.**

   The property is located on three major arterials, NW 42nd Avenue, the Gratigny Parkway and the Douglas/LeJeune Connector. The net trips are expected to be reduced by approximately 6,626 daily trips due to the change of use form retail area to warehouse. Due to this net reduction in the anticipated trips, there will be no projected increased demand on public transportation facilities, roads, streets and highways.

5. **<u>Plan Submission and Review</u>. Any application for site plan approval shall include the following information:**

   a. **The location and size of the site, including its legal description and a current certified survey (less than six months old).**

      The subject property consists of approximately ± 43.76 acres of land located at 12691 NW LeJeune Road in Opa-Locka, Florida and identified by folio number 08-2129-000-0050 ("Parcel 1") and that certain ± 9.98 acres of land located at 12705 NW LeJeune Road in Opa-Locka, Florida and identified by folio number 08-2129-000-0064 ("Parcel 2") (collectively, the "Property" legally described in Exhibit "A" of the letter of intent). A current certified survey is included as part of this application package.

   b. **The recorded ownership interests including liens and encumbrances and the nature of the developer's interest if the developer is not the owner.**

      A title report is included as part of this application package. The developer is the owner and there are no liens and encumbrances listed on the Property.

   c. **The relationship of the site to existing development in the area including streets, utilities, residential and commercial development, and physical features of the land including pertinent ecological structures within 100 feet.**

The above aerial shows existing conditions within 100 feet of the development. The existing conditions within 100 feet generally include roadways, drainage canals and other industrial/commercial properties.

d. The density or intensity of land use to be allocated, all parts of the site to be developed, together with tabulations by acreage and percentage thereof.

Please see the letter of intent for a breakdown of the density and land use. The project will consist of approximately 732,993 square feet of commercial logistics space and the associated parking and loading areas. The project will have a maximum of 80% impermeable area as required by code taking into consideration the use of permeable paver areas and pervious areas.

e. The location, size, and character of any common open space and the form of organization proposed to own and maintain any common open space.

The Property is organized to avoid conflict between the truck traffic and pedestrian/vehicular traffic. It organizes the main entrances into the buildings together to form spaces for beautifying through landscaping and modern Moorish façades, which front the main roads.

f. The use and the number of stories, height, bulk, and location of all buildings and other structures.

The buildings will be commercial logistics space and range, with a maximum height of 65 feet, measured from adjacent grade at building fronts to top of parapets. This is to articulate the facades and to aide in the screening of roof top mechanical equipment. All buildings incorporate shallower buildings and more glass and storefronts to appeal to retail, showroom, and office users. The truck courts have been placed strategically in the middle of the buildings, which shield/screen truck loading and unloading from main thoroughfares.

g. The requirements as set forth in this Chapter and other Chapters, including the necessary documentation for providing required improvements such as streets, water supply, storm drainage, parking, landscaping, and sewage collection as well as the provisions for all other appropriate public and private services such as police or security protection, fire protection, and refuse collection.

The proposed project will not require any off-site roadway improvements. The project will require potable water main extensions and sanitary sewer main extensions as shown on plans to serve the project. The Property will have adequate access for fire protection and refuse collection vehicles.

h. The substance of covenants, grants of easements, or other restrictions proposed to be imposed upon the use of the land, buildings, and structures including proposed easements or grants for public utilities.

The proposed development will require easements for potable water system, electric utilities, and communication utilities. These easements will require an easement recorded by instrument based on the as-builts for each utility. The project will be provided water by City of Opa-Locka, sanitary sewer collection by the Miami-Dade Water and Sewer Department and electrical service by FPL. All easements for each utility will be based on their standard utility easement instruments.

i. In the case of plans which call for development over a period of years, a phasing schedule showing the approximate times within which applications for building permits are intended to be filed.

The project schedule anticipates construction of the six proposed buildings in a single phase with development commencing as follows:

Item No.	Action	Date
1	Site Plan Approval	9/19/2022
2	Plat Approval	8/1/2022
3	Building 1 Permit Issuance	12-19-2022
4	Building 2 Permit Issuance	12-19-2022
5	Building 3 Permit Issuance	12-19-2022
6	Building 4 Permit Issuance	12-19-2022
7	Building 5 Permit Issuance	12-19-2022
8	Building 6 Permit Issuance	12-19-2022
9	Completion of Construction	*pending building permit issuance and subject to market conditions.

Projected phasing and construction is an estimate based on experience. Ultimate phasing is subject to market and availability of resources.

j. Any additional data, plans, specifications which the applicant believes is pertinent and will assist in clarifying his application.

Please see complete application for all development plans and specifications.

k. A demonstration that the proposed development does not degrade adopted levels of service in the City.

The City requires that the project not degrade the adopted level of services for potable water, sanitary sewer, solid waste, drainage, and traffic. The following items have been requested and will be provided to the City.

- Potable Water – There is a net increase of 14,124 gallons per day (GPD) for the proposed development compared to the existing development, which consists an enclosed building area of 5,360 square feet of retail space. A letter of availability has been requested from the City of Opa-Locka to confirm the additional water demand availability.

- Fire Flow – While not a concurrency requirement, fire flow tests have been requested to confirm that the existing Opa-Locka water main can provide the minimum required 3,000 gallons permit for an industrial site. The fire flow test will be provided upon receipt.

- Sanitary Sewer – There is a net increase of 14,124 gallons per day (GPD) for the proposed development compared to the existing development, which consists an enclosed building area of 5,360 square feet of retail space. A letter of availability has been requested from the City of Opa-Locka to confirm the additional sewer demand availability.

- Solid Waste – A letter of availability from Miami Dade County has been requested and will be provided upon receipt.

- Drainage - The stormwater management system for the project will consist of a network of exfiltration trench and retention areas to provide water quality treatment and water quantity attenuation in accordance with the storm water management standards for Miami-Dade County for both flood protection and water quality treatment.

- Traffic Circulation – The main access and egress points to the site will be from NW 42nd Avenue and the site will have internal circulation to all the buildings throughout the property.

l. Architectural elevations for buildings in the development; exact number of dwelling units, sizes and types and total number of bedrooms, if residential. For nonresidential development, the Floor Area Ratio and Gross Square Footage shall be required.

Elevations were designed as a contemporary interpretation of traditional Moorish architecture. The layering and screening which is typical of Moorish architecture is present while maintaining the use of the colors approved by the City of Opa-Locka and in line with the City's Comprehensive Plan. Additionally, the buildings will also include a pattern formed on the concrete which is similar to the geometric patterns typically seen on Moorish architecture. By maintaining the aesthetic of Moorish architecture typically seen in Opa-Locka and combining it with a modern

approach common of the Miami area, the City's fabric is respectfully considered in the building elevations.

m. Plans for signs, if any.

The Applicants will work with the City on its signage plan. Any signage used will generally comply with the City's Code. Visibility from the surrounding streets and highways will be of primary importance.

n. Traffic Study stating current average daily and peak hour traffic volume counts, a description of existing traffic conditions, programmed and planned roadway improvements, and future traffic conditions. All roadway improvements and associated costs shall be provided.

The property is located on three major arterials, NW 42nd Avenue, the Gratigny Parkway and the Douglas/LeJeune Connector. The proposed warehouse will generate approximately 1,196 daily trips compared to the existing retail area that is estimate to generate approximately 7,822 daily trips (to be confirmed with a driveway count). Due to this net reduction in the anticipated trips, there will be no projected increased demand on public transportation facilities, roads, streets and highways.

o. Landscaping plan, including types, sizes and locations of vegetation and decorative shrubbery, and showing provisions for irrigation and maintenance. Certification of Compliance with City Landscape and Miami-Dade County Chapter 18A requirements.

A landscaping plan is provided that includes a variety of types of native, flowering, and decorative tree species and shrubbery that comply and meet the landscaping requirements of the City and Miami-Dade County Chapter 18A.

p. Color renderings and elevations.

Elevations for the proposed buildings are provided. They show a modern-Moorish approach to warehouse design, while maintaining a pedestrian scale through the articulation of the entrances and providing ample glazing and glass to soften the predominantly concrete facades.

q. Photometrics

The site lighting has been designed to comply with Miami-Dade Code, Chapter 8C-3 and all other local codes and ordinances. The site lighting has been designed using LED pole mounted fixtures and wall packs with full cut-off.

r. Flood criteria data and finished floor elevations

The proposed buildings will have a minimum finished floor elevation of 11.2 feet NGVD. The minimum finish floor shall be set above the highest of the following three criteria.

One foot above the FEMA flood elevation base flood elevation of 8 feet NGVD = elevation 9 feet NGVD,

Highest adjacent road crown plus 6 inches = 8 feet NGVD

County Flood Criteria = 6 feet NGVD

s. Additional data, maps, plans, surveys, or statements as may be required for the particular use or activity involved.

Plans and survey are being provided under separate cover.

Received:
By:
Date:

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2019-2020

TOTAL FEES: $_____ New Fees as of October 1, 2015

FY 2018-2019 Meeting Dates (1st Tuesday of Each Month)	**Date Application Found Sufficient**
October 1, 2019	August 16, 2019
November 5, 2019	September 20, 2019
December 3, 2019	October 18, 2019
January 7, 2020	November 22, 2019
February 4, 2020	December 20, 2019
March 3, 2020	January 17, 2020
April 7, 2020	February 21, 2020
May 5, 2020	March 20, 2020
June 2, 2020	April 18, 2020
July 7, 2020	May 22, 2020
August 4, 2020	June 19, 2020
September 8, 2020	July 24, 2020

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.

2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.

3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*

4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.

5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

City of Opa-locka
Planning & Community Development Department
780 Fishermen Street 4th floor
Opa-locka, FL 33054
Telephone: 305-953-2868, Ext. 1503
Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC

PROPERTY OWNER'S ADDRESS: 90 Park Avenue 32 Floor NY NY 10016
Number/Street City State/Zip Code

APPLICANT'S NAME: Same as Property Owner

APPLICANT'S ADDRESS: Same as Property Owner
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE (212) 297-1007 HOME _____ OTHER _____

SUBJECT PROPERTY ADDRESS: 12691 NW LeJeune Road and 12705 NW LeJeune Road
Number/Street

TAX FOLIO NUMBER: 08-2129-000-0050 & 08-2129-000-0064 PRESENT ZONING: B-3

LEGAL DESCRIPTION: See attached Exhibit "A"

Please check specific request:

___Tentative Plat
___Final Plat
___Comprehensive Plan Amendment: ___Small Scale; ___Large Scale *(please specify type of amendment below)*
___ Rezoning
___Drainage Plan
___Fill Permit Request
___Preliminary Site Plan Review
_X_Final Site Plan Review
___Conditional Use Permit – No Plans
___Conditional Use Permit – With Plans
___Special Exception – No Plans
___Special Exception – With Plans
___Development Agreement
___Restrictive Covenant
___Other – Please specify: _____

Add any additional information that may be of importance to this request:

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
(Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

X Completed application form

_____ Application fee payable to the City of Opa-locka by check or money order

X Copy of property owner's and/or applicant's driver license/photo I.D.

X Affidavit (**see below**), and power of attorney of the property owner (**page 3**) (**Both must be Notarized**)

_____ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).

X All preliminary and final site plans, along with property survey, must be submitted on CD-Rom disc in Cad and PDF format.

X Fifteen (15) certified boundary and topographic surveys of the property (size 36 x 24 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)

X Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (size 36 x 24 & at least 7 Sealed Copies

X Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100" scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)

X Narrative concept must be submitted with application

AFFIDAVIT

I, GPT NW 42nd Avenue Owner II LLC and GPT NW 42nd Avenue Owner III LLC, being first duly sworn, depose and say that I am the **OWNER** of the property ,and I understand that this application must be complete and accurate before a public hearing can be advertised.

_____
Signature

3.22.22
_____
Date

Sworn to and subscribed before me:

This 22nd day of March, 2022.

Banica DeFrank
_____
Notary Public

My commission expires 06/03/2025.

Attach copy of identification

BANICA DEFRANK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6283659
Qualified in Queens County
Commission Expires June 03, 2025

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From: GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I GPT NW 42nd Avenue Owner II LLC & GPT NW 42ns Avenue Owner III LLC, being first duly sworn, depose and say that I am the owner of the property legally described as:
See Exhibit "A"

I do give to Holland & Knight LLP (Joseph G. Goldstein, et al.) the power of Attorney and authority to speak on my behalf and process the enclosed application for site plan approval in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Holland & Knight LLP (Joseph G. Goldstein, et al.) to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Signature

3.22.22
Date

Sworn to and subscribed before me:

This 22nd day of March, 2022.

Banica Defrank
Notary Public

My commission expires: 06/03/2025.

BANICA DEFRANK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6283659
Qualified in Queens County
Commission Expires June 03, 2025

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 12691 NW LeJeune Road and 12705 NW LeJeune Road

LEGAL DESCRIPTION: See Exhibit "A"

I SUPPORT THIS DEVELOPMENT REQUEST _____

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: _____ PHONE: _____

ADDRESS (If different): _____

_____
Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Exhibit "A"
Legal Description

LEGAL DESCRIPTION:

PARCEL 1:
THE NW 1/4 OF THE SE 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, LESS THE NORTH 35 FEET AND LESS THE SOUTH 300 FEET OF THE WEST 413 FEET THEREOF, AND LESS THE WEST 50 FEET FOR ROAD RIGHT OF WAY FOR N.W. 42ND AVENUE AND LESS THE EAST 15.00 FEET OF THE SOUTH 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, AND LESS A 15 FOOT STRIP OF LAND CONVEYED TO THE CITY OF OPA LOCKA, FLORIDA, IN WARRANTY DEED RECORDED DECEMBER 18, 1991 IN OFFICIAL RECORDS BOOK 15313, PAGE 3753, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 3:

PARCEL I:

A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 86°47'03 EAST ALONG THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29 FOR A DISTANCE OF 1132.58 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE RUN NORTH 03°01'12" WEST FOR A DISTANCE OF 1210.00 FEET TO A POINT OF INTERSECTION WITH A LINE THAT IS PARALLEL TO THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 86°47'03" EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 531.43 FEET TO THE POINT OF INTERSECTION WITH THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5363.84 FEET, SAID CURVE BEING THE NORTHWESTERLY RIGHT-OF-WAY BOUNDARY OF THE LE JEUNE-DOUGLAS EXPRESSWAY AND N.W. 119TH STREET EXPRESSWAY, ACCORDING TO THE RIGHT-OF-WAY MAP RECORDED IN PLAT BOOK 77, AT PAGE 96, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT BEARING NORTH 71°17'02.6" WEST FROM THE CENTER OF SAID CURVE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°25'31 .4" FOR A DISTANCE OF 1256.84 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29, SAID POINT BEARING NORTH 84°42'34" WEST FROM THE CENTER OF THE AFORESAID CURVE; THENCE RUN SOUTH 86°47'03" WEST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 206.39 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE WEST 10 FEET THEREOF.

PARCEL II:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS RUNNING OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

LOT 7, IN BLOCK 1, OF "LE JEUNE INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOCK 100, AT PAGE 51, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AS SET OUT IN INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 11076, AT PAGE 601, AS AMENDED BY INSTRUMENT FILED IN OFFICIAL RECORDS BOCK 14441, PAGE 1400.

375-FOOT RADIUS MAP OF:

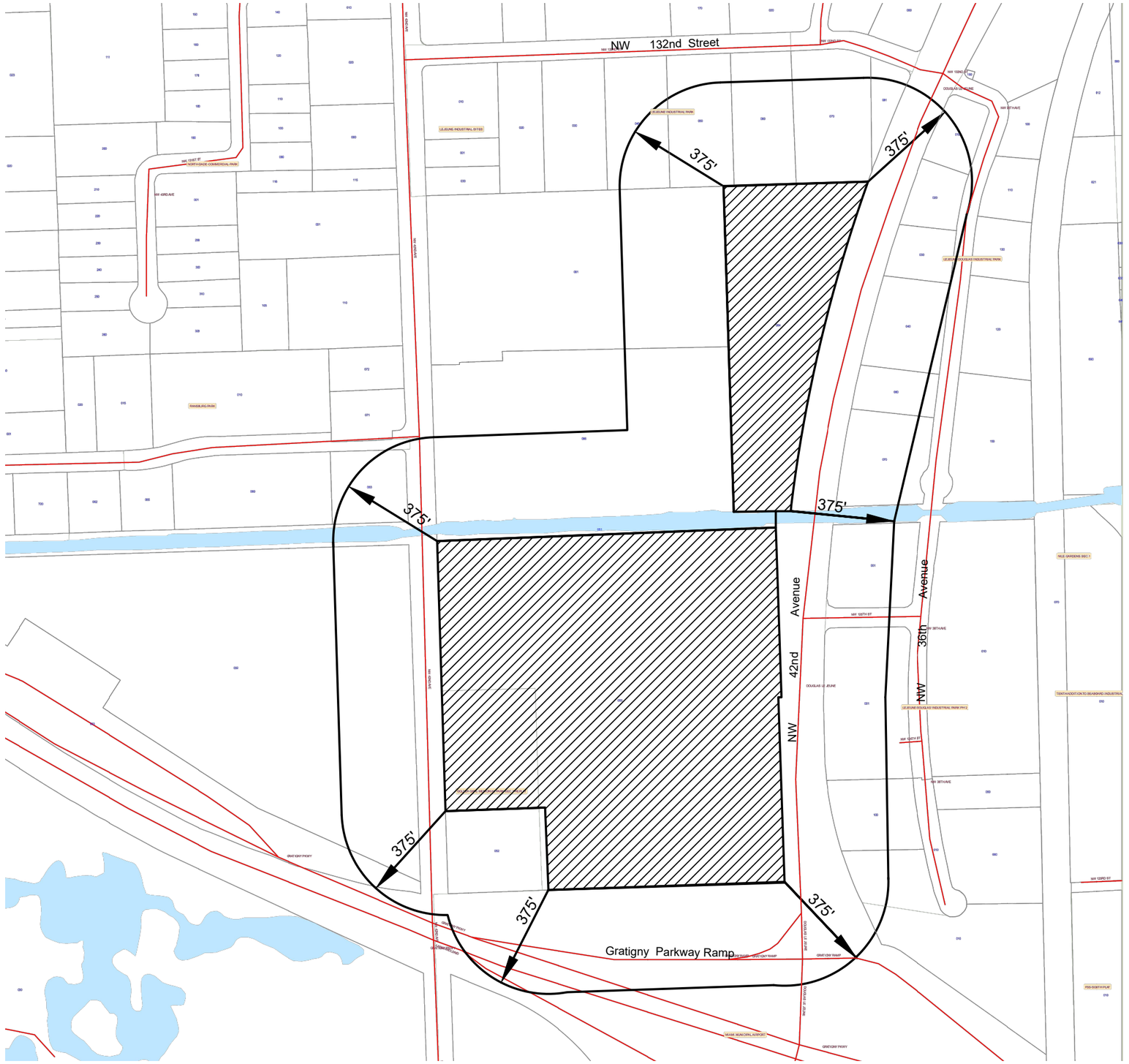
LOCATION: 12691 and 12705 NW Le Jeune Road,
Opa-Locka FL 33054
FOLIO: 08-2129-000-0050 and -0064

PREPARED FOR: HOLLAND & KNIGHT, LLP
ORDER: 220308

DATE: March 11, 2022



SCALE: 1"= 400'



The Zoning Specialists Group, Inc.
7729 NW 146th Street
Miami Lakes FL 33016
Ph: (305)828-1210
www.thezoningspecialistsgroup.com

Gpt Nw 42Nd Avenue Owner LLC C/O
Gramercy Property Tr
90 Park Ave Fl 32
New York, NY 10016-1316

State Of Fla Dot
401 NW 2nd Ave Rm 510
Miami, FL 33128-1740

Gpt Nw 42Nd Avenue Owner II LLC
C/O Gramercy Property Trust
90 Park Ave Fl 32
New York, NY 10016-1316

Miami Dade County Derm
Water Control Dept
33 SW 2nd Ave Fl 2nd
Miami, FL 33130-1588

Tiitf/ Dept Hwy Safety
Drivers License Facility
3900 Commonwealth Blvd
Tallahassee, FL 32399-6575

Prologis Logistics Services
C/O Prologis Inc Incorporated
1800 Wazee St Ste 500
Denver, CO 80202-2526

Bsls Opa Locka LLC
C/O Paul Silberfarb
290 Devon Rd
Tenafly, NJ 07670-3137

Gpt Nw 42Nd Avenue Owner III LLC
C/O Gramercy Property Trust
90 Park Ave Fl 32
New York, NY 10016-1316

American Land Holdings
Of Opa Locka LLC
12707 NW 42nd Ave
Opa Locka, FL 33054-5117

Lejeune Douglas Industrial Pk LLC
13105 NW 42nd Ave
Opa Locka, FL 33054-4435

Meridian Realty Prop Rllp
13105 NW Lejeune Rd
Opa Locka, FL 33054

Rrr Z Developer LLC
777 Sharazad Blvd
Opa Locka, FL 33054-3521

El Regalo Universal LLC
3800 NW 132nd St
Opa Locka, FL 33054-4552

Inversiones Universal Dos LLC
13100 NW 38th Ave
Opa Locka, FL 33054-4529

Republic Metals Warehouse LLC
12900 NW 38th Ave
Opa Locka, FL 33054-4527

Richard Rubin Tr & W Rose Tr
451 Ocean Blvd
North Miami Beach, FL 33160-2213

Asahi Refining Florida Inc
12800 NW 38th Ave
Opa Locka, FL 33054-4525

Rlif East 2 LLC C/O North
American Terminals Mgmt
201 West St Ste 200
Annapolis, MD 21401-4656

Amaro LLC
486 E 57th St
Hialeah, FL 33013-1352

Nini Seafood Corp
3851 NW 125th St
Opa Locka, FL 33054-4515

Lazaro Travel LLC
3863 NW 125th St
Opa Locka, FL 33054-4515

Lejeune Douglas Commerce
Center I LLC
13449 NW 42nd Ave
Opa Locka, FL 33054-4513

Jorge & Jordan LLC
3881 NW 125th St
Opa Locka, FL 33054-4515

Jorge And Jordan LLC
3881 NW 125th St
Opa Locka, FL 33054-4515

Heiko Stuven
3845 NW 125th St
Opa Locka, FL 33054-4515

Essen Facilites LLC
3829 NE 125 St
Opa Locka, FL 33054

Caball Sales Inc
3827 NW 125th St
Opa Locka, FL 33054-4515

H Mooney Investments Ltd
3821 NW 125th St # 5
Opa Locka, FL 33054-4515

Dream Starts Investment III LLC
16301 NW 2nd Ave Ste 1
Miami, FL 33169-6530

Nl Holdings Inc
3809 NW 125th St # 7
Opa Locka, FL 33054-4515

Ln Holdings Inc
3809 NW 125th St
Opa Locka, FL 33054-4515

Jaw Property Holdings LLC
13449 NW 42nd Ave
Opa Locka, FL 33054-4513

Baileys Doctor Properties LLC
13449 NW 42nd Ave
Opa Locka, FL 33054-4513

Porfirio & Jose Camacho
12442 NW 38th Ave
Opa Locka, FL 33054-4528

Baldassare Balistreri
& W Vincenza Balistreri
9349 NW 23rd St
Pembroke Pines, FL 33024-3117

Giuseppe Raneri Trs
Raneri Revocable Trust
19033 NW 12th Ct
Pembroke Pines, FL 33029-2957

Malu Properties Inc
13155 Ixora Ct Apt 206
Miami, FL 33181-2323

Fast Trans Inc
12482 NW 38th Ave
Opa Locka, FL 33054-4528

Jaw Prop Holdings LLC
13449 NW 42nd Ave
Opa Locka, FL 33054-4513

595 W 10 104 LLC
2645 NE 207th St
Miami, FL 33180-1149

Js Investments Of Florida LLC
12486 NW 38th Ave
Opa Locka, FL 33054-4528

Javier Sosa & Isabel Sosa
12482 NW 38th Ave
Opa Locka, FL 33054-4528

Domiciano Proven & W Sandra
5451 W 6th Ave
Hialeah, FL 33012-2541

Js Investments Of Florida LLC
12482 NW 38th Ave
Opa Locka, FL 33054-4528

Alessandro Enterprises LLC
4297 SW 183rd Ave
Hollywood, FL 33029-6332

Domiciano Porven & W Sandra
5451 W 6th Ave
Hialeah, FL 33012-2541

Ez Properties Partners
5011 E 2nd Ave
Hialeah, FL 33013-1411

Capital Price LLC
7852 NW 198th St
Hialeah, FL 33015-6410

Alex & Son Invest Inc
7831 NW 170th St
Hialeah, FL 33015-3860

Cosmos Research LLC
PO Box 143131
Coral Gables, FL 33114-3131

Shine 1997 LLC
3876 NW 125th St # C3876
Opa Locka, FL 33054-4541

Carlos Roberto Maldonado
Miriam Elizabeth Sobrado
3880 NW 125th St # C388
Opa Locka, FL 33054-4541

Carlos Roberto Maldonado
Miriam Elizabeth Sobrado
3051 NE 183rd Ln
Aventura, FL 33160-4903

R & R Prop Enterp LLC
3888 NW 125th St
Opa Locka, FL 33054-4541

Pedro S Guzman
& W Rosie A Gonzalez
343 NW 96th St
Miami, FL 33150-1939

Fabys Screen Printing
And Embroidery Corp
3896 NW 125th St
Opa Locka, FL 33054-4541

Xdv Properties LLC
3800 NW 125th St
Opa Locka, FL 33054-4541

Asap Holdings Group LLC
3751 SW 185th Ave
Hollywood, FL 33029-2701

H & H Investment Enterprises LLC
2627 W 10th Ave
Hialeah, FL 33010-1229

Cryonics LLC
99 NW 183rd St Ste 138
Miami, FL 33169-4531

Khc Holdings Inc
2574 NW 107th Ave
Fort Lauderdale, FL 33322-2531

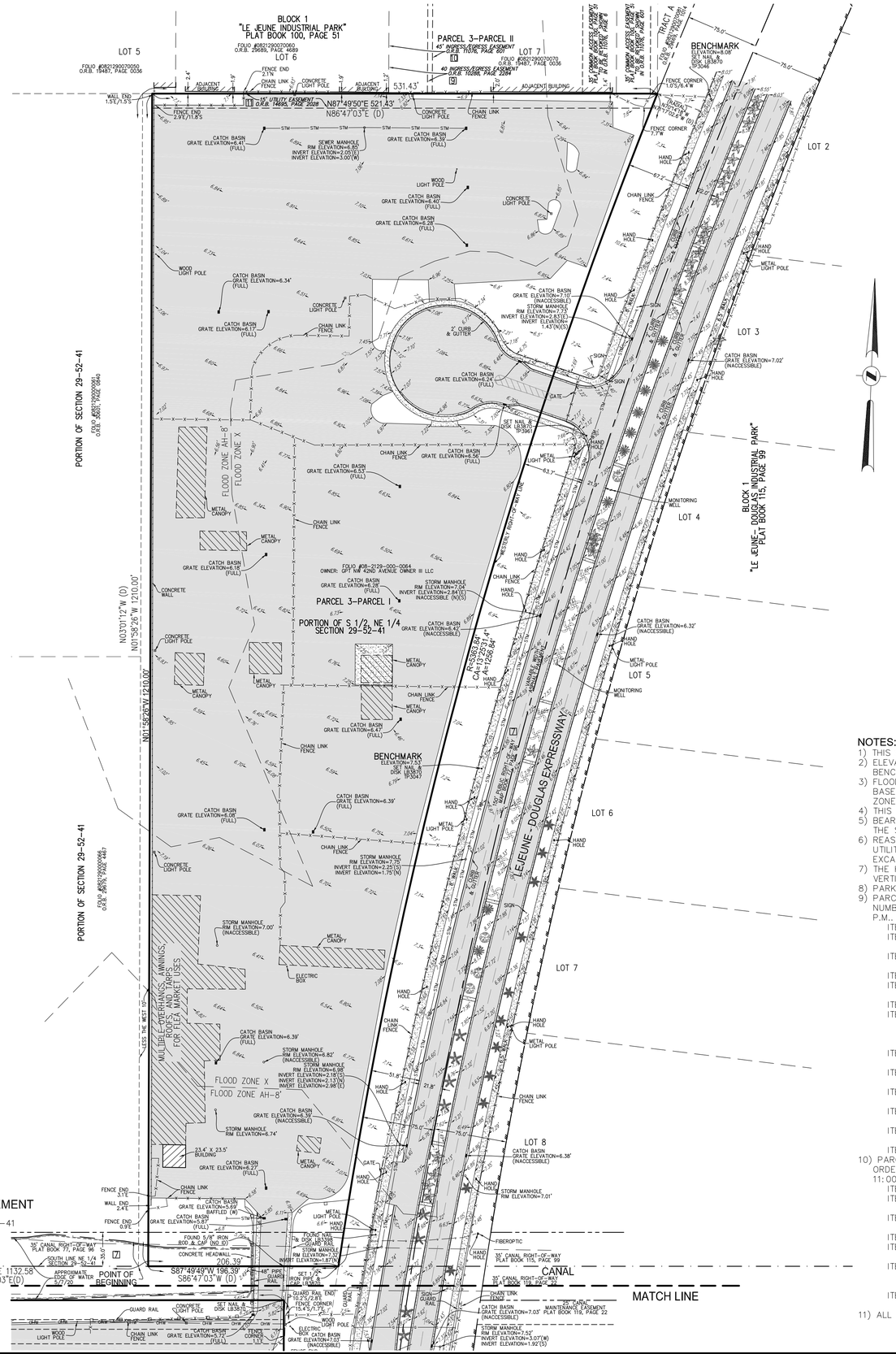
Knights Of Nii LLC
13449 NW 42nd Ave
Opa Locka, FL 33054-4513

Decorators Plumbing Inc
3612 NE 2nd Ave
Miami, FL 33137-3616

Abba Marine LLC
3828 NW 125th St # D3828
Opa Locka, FL 33054-4541

Dp 555 LLC
8345 NW 157th Ter
Hialeah, FL 33016-6602

Order number: 220308
Total non-repetitive labels: 65





VICINITY MAP
NOT TO SCALE

LEGEND

	CONCRETE
	ASPHALT PAVEMENT
6.66'	ELEVATION
OHW	OVERHEAD WIRES
STM	UNDERGROUND STORM SEWER LINE
SAN	UNDERGROUND SANITARY SEWER LINE
W	LIMITED ACCESS LINE
G	UNDERGROUND GAS LINE
E	UNDERGROUND ELECTRIC LINE
U	UNKNOWN UNDERGROUND LINES
℄	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK
TP	TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
R	RADIUS
CA	CENTRAL ANGLE
A	ARC LENGTH
FPL	FLORIDA POWER & LIGHT COMPANY
LB	LICENSED BUSINESS
	GUMBO LIMBO
	UNIDENTIFIED TREE
	MAHOGANY
	BLACK OLIVE
	CABBAGE PALM
	ROYAL PALM
	COCONUT PALM
	UNIDENTIFIED PALM
(D)	INFORMATION PER DEED
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
7 7	TITLE COMMITMENT IDENTIFICATION

LEGAL DESCRIPTION:

PARCEL 1:
THE NW 1/4 OF THE SE 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, LESS THE NORTH 35 FEET AND LESS THE SOUTH 300 FEET OF THE WEST 413 FEET THEREOF, AND LESS THE WEST 50 FEET FOR ROAD RIGHT OF WAY FOR N.W. 42ND AVENUE AND LESS THE EAST 15.00 FEET OF THE SOUTH 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, AND LESS A 15 FOOT STRIP OF LAND CONVEYED TO THE CITY OF OPA LOCKA, FLORIDA, IN WARRANTY DEED RECORDED DECEMBER 18, 1991 IN OFFICIAL RECORDS BOOK 15313, PAGE 3753, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 3:

PARCEL I:

A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 86°47'03 EAST ALONG THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29 FOR A DISTANCE OF 1132.58 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE RUN NORTH 03°01'12" WEST FOR A DISTANCE OF 1210.00 FEET TO A POINT OF INTERSECTION WITH A LINE THAT IS PARALLEL TO THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 86°47'03" EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 531.43 FEET TO THE POINT OF INTERSECTION WITH THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5363.84 FEET, SAID CURVE BEING THE NORTHWESTERLY RIGHT-OF-WAY BOUNDARY OF THE LE JEUNE-DOUGLAS EXPRESSWAY AND N.W. 119TH STREET EXPRESSWAY, ACCORDING TO THE RIGHT-OF-WAY MAP RECORDED IN PLAT BOOK 77, AT PAGE 96, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT BEARING NORTH 71°17'02.6" WEST FROM THE CENTER OF SAID CURVE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°25'31 .4" FOR A DISTANCE OF 1256.84 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29, SAID POINT BEARING NORTH 84°42'34" WEST FROM THE CENTER OF THE AFORESAID CURVE; THENCE RUN SOUTH 86°47'03" WEST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 206.39 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE WEST 10 FEET THEREOF.

PARCEL II:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS RUNNING OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

LOT 7, IN BLOCK 1, OF "LE JEUNE INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 100, AT PAGE 51, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AS SET OUT IN INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 11076, AT PAGE 601, AS AMENDED BY INSTRUMENT FILED IN OFFICIAL RECORDS BOCK 14441, PAGE 1400.

NOTES:

1) THIS SITE CONTAINS A TOTAL OF 1,873,924 SQUARE FEET (43.0194 ACRES) MORE OR LESS.
2) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. MIAMI-DADE COUNTY BENCHMARKS: N-462; ELEVATION: 7.84 FEET & N-600; ELEVATION: 7.48 FEET.
3) FLOOD ZONE: AH, BASE FLOOD ELEVATION: 7 FEET & 8 FEET; AE, BASE FLOOD ELEVATION: 7 FEET; X, BASE FLOOD ELEVATION: NONE; PANEL #12036C0119L; COMMUNITY #120657; MAP DATE: 9/11/09. FLOOD ZONE LINES ARE DEPICTED APPROXIMATELY.
4) THIS SITE LIES IN SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA.
5) BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT. FL-E ZONE WITH THE SOUTH LINE OF THE NE 1/4 OF SECTION 29-52-41 BEING S87°49'49"W.
6) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
7) THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.07'.
8) PARKING IS DEPICTED APPROXIMATELY. PAINT WAS VERY FADED.
9) PARCEL 1 OF THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, ORDER NUMBER 7045258, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED MAY 31, 2018 AT 11:00 P.M.. THE FOLLOWING ITEMS ARE EXCEPTIONS IN SCHEDULE B SECTION II OF SAID COMMITMENT:
   - ITEMS 1, 2, 3 & 4: STANDARD EXCEPTIONS, NOT ADDRESSED.
   - ITEM 5: FLORIDA POWER & LIGHT COMPANY EASEMENT IN O.R.B. 12922, PAGE 855 APPLIES TO THIS SITE AS DEPICTED HEREON.
   - ITEM 6: FLORIDA POWER & LIGHT COMPANY EASEMENT IN O.R.B. 14426, PAGE 2196 APPLIES TO THIS SITE AS DEPICTED HEREON.
   - ITEM 7: GRANT OF EASEMENT IN O.R.B. 16481, PAGE 2212 APPLIES TO THIS SITE AS DEPICTED HEREON.
   - ITEM 8: FLORIDA POWER & LIGHT COMPANY EASEMENT IN O.R.B. 17196, PAGE 1509 APPLIES TO THIS SITE AS DEPICTED HEREON.
   - ITEM 9: NOT ADDRESSED.
   - ITEM 10: MINERAL RESERVATIONS IN DEED NO. 1770 IN DEED BOOK 2457, PAGE 29, CANAL AND EASEMENT RESERVATIONS RELEASED IN DEED BOOK 4224, PAGE 299, AND RELEASE IN O.R.B. 6284, PAGE 101, AS AFFECTED BY NON-USE COMMITMENT IN O.R.B. 14415, PAGE 1568 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
   - ITEM 11: GRANT OF AVIGATION EASEMENT IN O.R.B. 3498, PAGE 209 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
   - ITEM 12: EASEMENT FOR SEWAGE FACILITY AND CANAL MAINTENANCE IN O.R.B. 6167, PAGE 310 APPLIES TO THIS SITE AS DEPICTED HEREON.
   - ITEM 13: COVENANT RUNNING WITH THE LAND IN O.R.B. 12178, PAGE 3044 LIES ADJACENT TO THIS SITE AS DEPICTED HEREON.
   - ITEM 14: MEMORANDUM OF PROFIT SHARING AGREEMENT IN O.R.B. 14876, PAGE 707 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
   - ITEM 15: MEMORANDUM OF PROFIT SHARING AGREEMENT IN O.R.B. 14876, PAGE 711 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
   - ITEM 16: SURVEY MATTERS DEPICTED HEREON.
10) PARCEL 3 OF THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, ORDER NUMBER 7045259, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED JULY 7, 2018 AT 11:00 PM. THE FOLLOWING ITEMS ARE EXCEPTIONS IN SCHEDULE B SECTION II OF SAID COMMITMENT:
   - ITEMS 1, 2, 3, 4 & 5: STANDARD EXCEPTIONS, NOT ADDRESSED.
   - ITEM 6: GRANT OF AVIGATION EASEMENT IN O.R.B. 3498, PAGE 209 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
   - ITEM 7: CANAL MAINTENANCE AGREEMENT AND RIGHT OF WAY ON RIGHT-OF-WAY MAP IN PLAT BOOK 77, PAGE 96 APPLIES TO THIS SITE AS DEPICTED HEREON.
   - ITEM 8: RESERVATIONS IN DEED BOOK 176, PAGE 339 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
   - ITEM 9: COVENANTS, CONDITIONS, AND RESTRICTIONS IN EASEMENT DEED IN O.R.B. 10288, PAGE 2284 APPLIES TO THIS SITE AS DEPICTED HEREON.
   - ITEM 10: TERMS AND CONDITIONS IN NON-EXCLUSIVE PRIVATE EASEMENT IN O.R.B. 11076, PAGE 601, AMENDED BY AMENDMENT TO NON-EXCLUSIVE PRIVATE EASEMENT IN O.R.B. 14441, PAGE 1400 APPLIES TO THIS SITE AS DEPICTED HEREON
   - ITEM 11: PRIVATE EASEMENT AGREEMENT IN O.R.B. 14695, PAGE 2028 APPLIES TO THIS SITE AS DEPICTED HEREON.
11) ALL RECORDED DOCUMENTS ARE PER DADE COUNTY RECORDS.

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0' 60' 120' 180'
GRAPHIC SCALE
1"=60'

CERTIFICATION:

TO FOUNDRY COMMERCIAL:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8 & 11 OF TABLE A THEREOF.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

John F Pulice
Digitally signed by John F Pulice
Date: 2020.06.17 11:41:00 -04'00'

☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
STATE OF FLORIDA

SHEET 1 OF 2
THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

NO.	REVISIONS	BY
5		
4		
3		
2		
1		

OPA LOCKA HIALEAH FLEA MARKET
12691 & 12705 NW 42nd AVENUE
OPA LOCKA, MIAMI-DADE COUNTY,
FLORIDA 33054

BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY

PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: L.S.	SCALE: 1" = 60'	FILE: FOUNDRY COMMERCIAL
CHECKED BY: J.F.P.	SURVEY DATE: 6/1/20	ORDER NO.: 67156

PDF processed with CutePDF evaluation edition www.CutePDF.com

CANAL

FLOOD ZONE AH-8'

FLOOD ZONE AE-7'

FLOOD ZONE AH-7'

FLOOD ZONE X

POINT OF BEGINNING

S87°49'49"W 196.39'

S86°47'03"W (D)

206.39'

N87°49'49"E 1242.74'

CANAL MATCH LINE

NW 125th STREET

LE JEUNE - DOUGLAS EXPRESSWAY

NW 42ND AVENUE (LEJEUNE ROAD)

GRATIGNY PARKWAY (STATE ROAD NO. 924)

PARCEL 1
PORTION OF SECTION 29-52-41

FOLIO #3821290000052
OWNER: GPT NW 42ND AVENUE OWNER II LLC

PORTION OF TRACT "A"
"GOLDEN GATE MEMORIAL PARK"
PLAT BOOK 65, PAGE 80

FOLIO #3821290000052
TUTT, DEPT. HWY SAFETY, DRIVERS LICENSE FACILITY
SITE ZONE: 9

MULTIPLE OVERHANGS, AWNINGS, ROOFS, AND TARPS FOR FLEA MARKET USES

LOT 1

LOT 2

LOT 3

LOT 4

BLOCK 5
DOUGLAS INDUSTRIAL PARK PHASE II
"LE JEUNE - DOUGLAS INDUSTRIAL PARK PHASE II"
PLAT BOOK 119, PAGE 22

BENCHMARK
ELEVATION = 7.91'
SET NAIL & DISK LB3870
IP10190

BENCHMARK
ELEVATION = 7.52'
SET NAIL & DISK LB3870
IP10418

BENCHMARK
ELEVATION = 7.43'
SET NAIL & DISK LB3870
IP10050

S01°58'31"E 627.14'

S01°58'31"E 662.12'

S87°52'54"W 363.00'

S87°52'54"W 856.42'

S87°51'22"W 15.00'

N01°54'01"W 30.00'

N87°49'49"E 15.00'

N01°54'01"W 626.16'

N01°54'01"W 300.00'

413.0'

300.0'

LEGEND

- CONCRETE
- ASPHALT PAVEMENT
- ELEVATION
- OHW — OVERHEAD WIRES
- STM — UNDERGROUND STORM SEWER LINE
- SAN — UNDERGROUND SANITARY SEWER LINE
- NON-VEHICULAR ACCESS LINE
- G — UNDERGROUND GAS LINE
- E — UNDERGROUND ELECTRIC LINE
- U — UNKNOWN UNDERGROUND LINES
- CENTERLINE
- O.R.B. OFFICIAL RECORDS BOOK
- TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
- R RADIUS
- CA CENTRAL ANGLE
- A ARC LENGTH
- FPL FLORIDA POWER & LIGHT COMPANY
- LB LICENSED BUSINESS
- GUMBO LIMBO
- UNIDENTIFIED TREE
- MAHOGANY
- BLACK OLIVE
- CABBAGE PALM
- ROYAL PALM
- COCONUT PALM
- UNIDENTIFIED PALM

0' 60' 120' 180'

GRAPHIC SCALE
1"=60'

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SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

OPA LOCKA HIALEAH FLEA MARKET
12691 & 12705 NW 42nd AVENUE
OPA LOCKA, MIAMI-DADE COUNTY,
FLORIDA 33054

BOUNDARY AND TOPOGRAPHIC SURVEY
ALTA/NSPS LAND TITLE SURVEY

PULICE LAND SURVEYORS, INC.
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WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: L.S.	SCALE: 1" = 60'	FILE: FOUNDRY COMMERCIAL
CHECKED BY: J.F.P.	SURVEY DATE: 6/1/20	ORDER NO.: 67156

Chicago Title Insurance Company

TITLE INFORMATION BRINGDOWN

File No.: 9829483
Customer Reference: 164183.1

March 18, 2022

Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, FL 33131

Re: Miami-Dade County, Florida
Buyer: Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below
Seller: GPT NW 42nd Avenue Owner II LLC, a Delaware limited liability company

Pursuant to your request, the Company has caused a search to be made of the Public Records of Miami-Dade County, Florida, solely as revealed by its title plant indices, from October 04, 2021, at 11:00 PM through February 24, 2022, at 11:00 PM and said search reveals that the following documents have been recorded during said period:

NOTHING NEW FOUND OF RECORD.

CAUTION: A determination of the validity and effect of any instrument listed above must be made before any commitment, policy, or endorsement is issued in reliance thereon.

Yolanda E. Rodriguez
By: _____
Authorized Officer or Agent

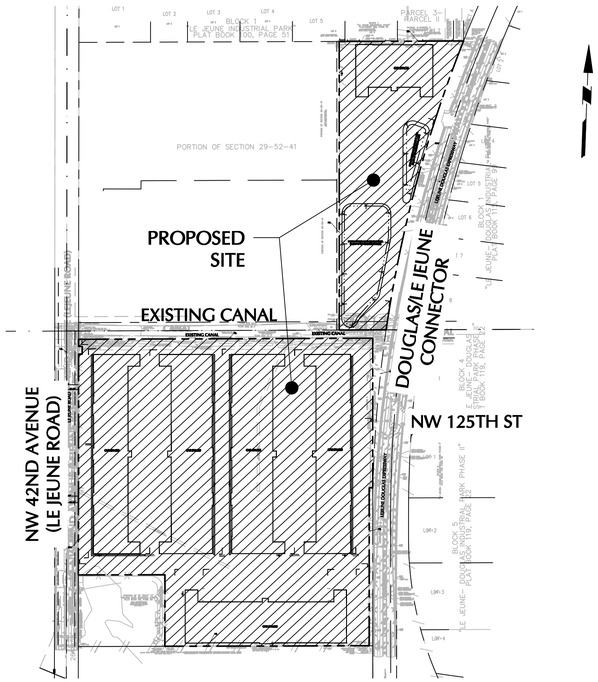
IRONWOOD COMMERCE CENTER - PHASE 2

12691 NW LE JEUNE RD & 12705 NW LE JEUNE RD
OPA-LOCKA, MIAMI-DADE COUNTY, FLORIDA

SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST
FOLIOS: 08-2129-000-0050 & 08-2129-000-0064

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
C-100	COVER SHEET
C-200	GENERAL NOTES & SPECIFICATIONS
C-300	PARTIAL SITE PLAN
C-301	PARTIAL SITE PLAN
C-500	PARTIAL UTILITY PLAN
C-501	PARTIAL UTILITY PLAN



LOCATION SKETCH
SCALE: 1" = 300'

LEGAL DESCRIPTION:

A PORTION OF THE SW 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

THE NW 1/4 OF THE SE 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, LESS THE NORTH 35 FEET AND LESS THE SOUTH 300 FEET OF THE WEST 413 FEET THEREOF, AND LESS THE WEST 50 FEET FOR ROAD RIGHT OF WAY FOR N.W. 42ND AVENUE AND LESS THE EAST 15.00 FEET OF THE SOUTH 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, AND LESS A 15 FOOT STRIP OF LAND CONVEYED TO THE CITY OF OPA LOCKA, FLORIDA, IN WARRANTY DEED RECORDED DECEMBER 18, 1991 IN OFFICIAL RECORDS BOOK 15313, PAGE 3753, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 3:
PARCEL I:

A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 86°47'03 EAST ALONG THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29 FOR A DISTANCE OF 1132.58 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND. HEREINAFTER TO BE DESCRIBED; THENCE RUN NORTH 03°01'12" WEST FOR A DISTANCE OF 1210.00 FEET TO A POINT OF INTERSECTION WITH A LINE THAT IS PARALLEL TO THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 86747'03" EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 531.43 FEET TO THE POINT OF INTERSECTION WITH THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5363.84 FEET, SAID CURVE BEING THE NORTHWESTERLY RIGHT-OF-WAY BOUNDARY OF THE LE JEUNE-DOUGLAS EXPRESSWAY AND N.W. 119TH STREET EXPRESSWAY, ACCORDING TO THE RIGHT-OF-WAY MAP RECORDED IN PLAT BOOK 77, AT PAGE 96, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT BEARING NORTH 71°17'02.6" WEST FROM THE CENTER OF SAID CURVE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°25'31 .4"FOR A DISTANCE OF 1256.84 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29, SAID_POINT BEARING NORTH 84°42'34" WEST FROM THE CENTER OF THE AFORESAID CURVE; THENCE RUN SOUTH 86°47'03" WEST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 206.39 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE WEST 10 FEET THEREOF.

PARCEL II:

NON-EXECLUSIVE EASEMENT FOR INGRESS AND EGRESS RUNNING OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

LOT 7, IN BLOCK 1, OF "LE JEUNE INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 100, PAGE 51, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AS SET OUT IN INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 11076, AT PAGE 601, AS AMENDED BY INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 14441, PAGE 1400.

Date	Description	No.
Revisions		

This item has been digitally signed and sealed by Michael Carr, PE, on the date adjacent to the seal
Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

MICHAEL P CARR LICENSE No. 72424 STATE OF FLORIDA PROFESSIONAL ENGINEER

SIGNATURE DATE SIGNED
MICHAEL CARR
PROFESSIONAL ENGINEER FL Lic. No. 72424

LANGAN
Langan Engineering and Environmental Services, Inc.
110 East Broward Boulvard, Suite 1500
Fort Lauderdale, FL 33301
T: 954.320.2100 F: 954.320.2101 www.langan.com
FL CERTIFICATE OF AUTHORIZATION NO. 00006601/LB8172/LB8198

Project
ICC - PHASE 2
OPA LOCKA
MIAMI-DADE COUNTY FLORIDA

Drawing Title
COVER SHEET

Project No.	Drawing No.
330059104	C-100
Date: 03/29/2022	
Drawn By: CRV	
Checked By: MPC	Sheet 0 of 1

Project No. 330059104

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M-DWASD WATER & SEWER NOTES

WATER DISTRIBUTION SYSTEM:

1. ANY EXISTING PUBLIC WATER UTILITY WITHIN THE PROPERTY IN CONFLICT WITH THE PROPOSED DEVELOPMENT MUST BE REMOVED AFTER ANY ASSOCIATED EASEMENT IS CLOSED AND RELEASED AS APPLICABLE.
2. ALL PROP WATER MAINS AND FITTINGS TO BE RESTRAINED PER GS 2.0.

SANITARY SEWER COLLECTION SYSTEM:

1. ANY EXISTING PUBLIC SEWER UTILITY WITHIN THE PROPERTY IN CONFLICT WITH THE PROPOSED DEVELOPMENT MUST BE REMOVED AFTER ANY ASSOCIATED EASEMENT IS CLOSED AND RELEASED AS APPLICABLE.
2. ALL PROP FORCE MAINS AND FITTINGS TO BE RESTRAINED PER GS 2.0.
3. ALL SEWER LATERALS MUST COMPLY WITH SS1.0 AND GS 1.5
4. ALL CONNECTIONS TO VCP, THE CONTRACTOR WILL HAVE TO TELEVISE THE VCP PIPE BEFORE AND AFTER INSTALLATION.

FOR ALL PROJECTS WHERE REMOVAL OF UTILITY LINES IS PROPOSED

1. ALL EXISTING UTILITIES BEING REMOVED AND/OR RELOCATED MUST REMAIN ACTIVE AND IN SERVICE, UNTIL SUCH TIME WHEN NEW REPLACING UTILITIES HAVE BEEN INSTALLED, IN SERVICE, ACCEPTED BY THE DEPARTMENT AND ALL RELATED SERVICES FROM THE EXISTING MAINS HAVE BEEN TRANSFERRED TO THE NEW ONES, BY M-DWASD FORCES AT OWNER'S EXPENSE AS APPLICABLE.
2. ALL WATER AND/OR SEWER FACILITIES LOCATED IN PRIVATE PROPERTY SHALL BE REMOVED AFTER ALL INSTALLED SERVICES FROM THEM HAVE BEEN TRANSFERRED TO THE ALREADY INSTALLED AND IN SERVICE NEW MAINS. ANY ASSOCIATED EXCLUSIVE EASEMENTS SHALL BE CLOSED AND RELEASED AFTER THE REMOVAL OF THE EXISTING WATER AND/OR SEWER FACILITIES.

CONTAMINATION NOTES

1. NO PORTION OF THE PROPOSED WATER MAIN WILL TRAVERSE THROUGH AN AREA KNOWN TO BE CONTAMINATED.
2. THE PROPOSED WATER MAIN WILL BE LOCATED SUCH THAT A MINIMUM OF 1'–FOOT SEPARATION BETWEEN THE WATER MAIN AND THE BOTTOM OF THE PIPE WILL BE PROVIDED.
3. IF CONTAMINATION OR SOLID WASTE IS ENCOUNTERED DURING THE INSTALLATION OF THE WATER MAIN, THE WORK WITHIN THESE AREAS SHALL CEASE AND THE RER DEPARTMENT SHALL BE NOTIFIED.
4. IF CONTAMINATION IS ENCOUNTERED ADEQUATE MEASURES SHALL BE IMPLEMENTED, INCLUDING AS APPLICABLE BUT NOT LIMITED TO:
   A. ALL D.I.P. PIPES TO BE POLYWRAPPED.
   B. ALL JOINTS SHALL BE EQUIPED WITH VITON "O" GASKESTS.
   C. LINE THE TRENCH WITH IMPERMEABLE MEMBRANE.
   D. ONLY CLEAN UNCONTAMINATED SOIL SHALL BE USED FOR BACKFILL. ANY CONTAMINATED SOIL SHALL BE PROPERLY DISPOSED OF.

NOTE
ALL EXISTING MAINS BEING IMPACTED BY THIS PROJECT AND ALL PROP WATER & FORCE MAINS AND FITTINGS TO BE RESTRAINED PER GS 2.0

1. ALL MATERIALS AND LABOR UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT. SUBMIT SHOP DRAWINGS FOR ALL MATERIALS.
2. COVER OVER WATER OR SEWER FORCE MAINS SHALL BE 4'–0" MIN.
3. ALL MAIN LINE VALVES SHALL BE INSTALLED COMPLETE WITH 10" BUGGY PIPES AND NO. 3 OR 53 VALVE BOXES. FIRE HYDRANT AND SERVICE VALVES SHALL BE INSTALLED WITH 6" BUGGY PIPES AND NO. 3 VALVE BOXES.
4. ALL FORCE MAIN SERVICE CONNECTIONS INTO PRESSURE TRANSMISSION MAINS SHALL HAVE A SHUT OFF VALVE AND CHECK VALVE AT THE POINT OF ENTRY.
5. ALL GRAVITY SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DEPARTMENT STANDARDS.
6. ALL WATER METERS WILL BE INSTALLED BY THE MIAMI-DADE WATER AND SEWER DEPARTMENT, PROVIDING THE APPROPRIATE CHARGES HAVE BEEN PREPAID.
7. FIRE HYDRANT REQUIREMENTS (NUMBER AND LOCATION) SHALL BE AS REQUIRED BY MIAMI-DADE COUNTY FIRE DEPARTMENT OR THE APPROPRIATE FIRE JURISDICTIONAL AGENCY WITH REGULATION IN ACCORDANCE WITH DEPARTMENT STANDARDS.
8. CONTRACTOR MUST CALL MDWASD INSPECTION DIVISION TO ARRANGE FOR A PRECONSTRUCTION MEETING 2 FULL BUSINESS DAYS PRIOR TO PROPOSED START OF CONSTRUCTION. CONTACT ONE CALL CENTER 48 HRS PRIOR TO EXCAVATION.
9. CONTRACT INSPECTOR WILL INSPECT ANY FACILITIES APPROVED BY THE DEPARTMENT. ALL OTHER REQUIREMENTS OF THE PERMITTING AGENCY SHALL BE IN ACCORDANCE WITH THEIR STANDARDS AND BE INCORPORATED.
10. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE SYSTEM BY THE DEPARTMENT AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY THE DEPARTMENT:
   a. EASEMENTS, IF REQUIRED.
   b. CONTRACTOR'S AFFIDAVIT AND RELEASE OF LIEN
   c. ABSOLUTE BILL OF SALE
   d. 1 - CONTRACTOR'S LETTER OF WARRANTY (I.E., LETTER AGREEMENT)
      1 DEVELOPER'S CONTRACT BOND (I.E., CONTRACT AGREEMENT).
   e. "RECORD DRAWINGS" PRINTS (24"x 36") SHOWING SPECIFIC LOCATIONS, DEPTH, ETC. OF ALL WATER AND SEWER FACILITIES AS LOCATED BY A LICENSED SURVEYOR & MAPPER, ALONG WITH PRINTS OF "RECORD DRAWINGS" WHICH HAVE BEEN SIGNED AND SEALED BY A REGISTERED SURVEYOR & MAPPER. (No. OF PRINTS: 3-FOR WATER, 4-FOR GRAVITY SEWER AND 5-FOR FORCE MAIN OR PUMP STATION PROJECTS). Submittal of final CAD Files required.
   f. H.R.S. LETTER OF RELEASE REQUIRED FOR ALL WATER PROJECTS.
   g. BILL OF SALE SKETCH (8½" x 11") FOR WATER AND SEWER, SEPARATELY
11. ALL NEW CONNECTIONS FROM EXISTING DEPARTMENT MAINS TO BE MADE BY DEPARTMENT FORCES ONLY. THE CONTRACTOR TO EXCAVATE AT REQUIRED LOCATIONS, PROVIDE AND INSTALL MATERIAL WITH FITTINGS, PRIOR TO TAP.
12. AN APPROVED PAVING AND DRAINAGE PLAN MUST BE SUBMITTED TO MDWCD FOR ALL NEW SUBDIVISIONS PRIOR TO APPROVAL OF WATER AND SEWER PERMIT PLANS, UPON REQUEST.
13. UNLESS OTHERWISE SPECIFIED, ALL TAPS 20 INCHES AND SMALLER FOR CONNECTIONS TO EXISTING MAINS WILL BE DONE BY DEPARTMENT FORCES. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE PERMITTED TO TAP EXISTING MAINS IN THE SIZE RANGE SPECIFIED ABOVE. THE TAPPING SLEEVE AND TAPPING VALVE ARE FURNISHED AND INSTALLED BY THE CONTRACTOR UNDER THE SUPERVISION OF THE INSPECTOR.

ITEM	CROSS REF.	SPEC. REF.
STANDARD DETAIL: STANDARD REQUIREMENTS WATER AND SEWER CONSTRUCTION		GS 0.5

ISSUE DATE	APPROVED BY
03/01/2010	V.F.C.
07/20/2016	D.V.

MIAMI-DADE COUNTY WATER & SEWER DEPARTMENT

SHEET 1 of 2

1. AT THE COMPLETION OF ANY WATER AND SEWER JOB EITHER DONATION OR CONTRACT, THE CONTRACTOR SHALL SUBMIT:
   a. RECORD DRAWING PRINTS WHICH HAVE BEEN SIGNED AND SEALED BY A FLORIDA LICENCED PROFESSIONAL SURVEYOR AND MAPPER (QTY. OF PRINTS AS REQUIRED BY THE DEPARTMENT).
2. "RECORD DRAWING" FORMAT:
   a. 24"x 36" PRINTS
   b. PDF FILE
   c. CADD FILE (DWG OR DXF) ROTATED AND TRANSLATED TO STATE PLANE COORDINATES NAD 83 FLORIDA EAST ZONE
   d. THE WORDS "RECORD DRAWING" IN LARGE LETTERS
   e. TITLE BLOCK WITH DEPARTMENT ID, EW OR ER NUMBER AND PERTINENT INFORMATION
   f. PREFERRED SCALE TO BE 1"= 40' HORIZONTALLY AND 1"= 4' VERTICALLY"
   g. STREET NOMENCLATURE
   h. SEPARATE RECORD DRAWINGS FOR WATER AND SEWER
   i. SEPARATE WATER AND SEWER PROFILE
   j. STATIONING STARTING WITH 0+00 AT PERMANENT REFERENCE POINT (I.E. ¼, ¾, ETC.) OR AS SHOWN ON DESIGN PERMIT PLANS, AND TO RUN CONTINUOUSLY TO END OF MAIN
   k. EASEMENTS, IF ANY, TIED TO PERMANENT REFERENCE POINT
   l. IDENTIFY ALL CONTROL LINES (I.E. BLDG. LINE, PROPERTY LINE, R/W, ETC.)
   m. ALL "PROPOSED" INFORMATION TO BE REMOVED FROM PRINTS, LEAVING ONLY RECORD DRAWING INFORMATION REFLECTED IN DRAWINGS
3. WATER "RECORD DRAWINGS" MUST INCLUDE:
   a. PLANS SHOWING PIPE SIZE, MATERIAL AND OFFSET OF MAIN, DEFLECTIONS (IF ANY), STATION OF SERVICES, HYDRANTS, VALVES, FITTINGS, IF ANY, ALL IN STATE PLANE COORDINATES. UTILITY CROSSINGS SHALL BE CLEARLY IDENTIFIED AND LOCATED.
   b. PROFILE SHOWING TOP OF GROUND AND TOP OF PIPE ELEVATIONS AT EVERY 100' STATION AND AT ANY CHANGE IN GRADE (WITH CORRESPONDING STATION), PIPE SIZE AND PIPE MATERIALS REFERENCED TO PLAN.
4. SEWER "RECORD DRAWINGS" MUST INCLUDE:
   a. PLAN SHOWING MANHOLE NUMBER, PIPE SIZE AND PIPE MATERIAL OF PIPE, DEFLECTION, SLOPE OF GRAVITY SEWER, LOCATION OF LATERALS WITH REFERENCE TO MANHOLE AND CLEANOUTS.
   b. THE NORTHERLY AND EASTERLY COORDINATES ON ALL FIELD OBTAINED MEASUREMENTS AND PROVIDED ON ALL RECORD DRAWING SUBMITTALS
   c. PROFILE SHOWING MANHOLE NUMBER (AS PER PLANS), RIM AND INVERT ELEVATIONS (IF MORE THAN ONE INVERT, LABEL NORTH, SOUTH, ETC.), AND STATION STARTING AT 0+00 AT DOWNSTREAM MANHOLE.
5. FORCE MAIN "RECORD DRAWING" SAME AS WATER MAIN.
6. EACH RECORD DRAWING SHALL SHOW THE FLORIDA STATE PLANE COORDINATES (CURRENT READJUSTMENT) OF ALL THE MANHOLES AND VALVES AND OF AT LEAST TWO HORIZONTAL CONTROL POINTS PROPERLY IDENTIFIED AND LOCATED WITHIN THE PROJECT.

* OTHER SCALE MAY BE PERMITTED, BUT MUST BE APPROVED BY THE DEPARTMENT PRIOR TO PREPARATION OF DRAWINGS.

ITEM	CROSS REF.	SPEC. REF.
STANDARD DETAIL: "RECORD DRAWING" REQUIREMENTS		GS 0.5

ISSUE DATE	APPROVED BY
03/11/2009	V.F.C.
07/20/2016	D.V.

MIAMI-DADE COUNTY WATER & SEWER DEPARTMENT

SHEET 2 of 2

GENERAL NOTES AND SPECIFICATIONS

(NOT PART OF M-DWASD NOTES NOR APPROVAL)

I. APPLICABLE CODES:

A. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF MIAMI–DADE COUNTY PUBLIC WORKS DEPARTMENT, MIAMI–DADE WATER AND SEWER DEPARTMENT, AND ALL OTHER APPLICABLE LOCAL, STATE AND NATIONAL CODES.

B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 OR LATEST EDITION, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.

C. ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, (N.G.V.D.), UNLESS OTHERWISE NOTED.

D. EXISTING TOPOGRAPHIC AND BOUNDARY INFORMATION SHOWN ON THESE DRAWINGS IS REFERENCED FROM BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED BY PULICE LAND SURVEYORS, INC. LAST REVISED JUNE 01, 2020.

II. PRECONSTRUCTION RESPONSIBILITIES:

A. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED AND UPON WHICH THEIR BIDS WILL BE BASED.

B. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER AND THE ENGINEER OF RECORD.

C. THE CONTRACTOR SHALL CONTACT "SUNSHINE ONE–CALL OF FLORIDA" BY CALLING 1–800–432–4770 AT LEAST 48 HOURS PRIOR TO COMMENCING ANY EXCAVATION OR CONSTRUCTION IN ORDER TO PROVIDE FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES ON–SITE AND OFF–SITE.

D. THE CONTRACTORS SHALL COORDINATE WITH UTILITIES TO ARRANGE FOR RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC. AS NECESSARY TO COMPLETE THE WORK, IF APPLICABLE.

E. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ANY AND ALL EXISTING UTILITIES ON THIS PROJECT.

F. THE CONTRACTOR SHALL SECURE ALL UTILITY EASEMENTS (IF REQUIRED) TO BE SECURED PRIOR TO CONSTRUCTION.

G. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AS SHOWN ON THE DRAWINGS WERE OBTAINED FROM THE BEST INFORMATION AVAILABLE AT THE TIME PLANS WERE PREPARED BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER IMPROVEMENTS, UTILITIES, ETC., WITHIN THE PROJECT AREA WHICH WERE INSTALLED AND CONSTRUCTED AFTER THE PREPARATION OF THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE FACILITIES SHOWN OR FOR ANY FACILITIES NOT SHOWN. THE CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING FACILITIES, STRUCTURES AND OTHER FEATURES (WHETHER SHOWN ON THE PLANS OR NOT) AFFECTING THE WORK.

H. IF, UPON EXCAVATION, EXISTING CONDITIONS ARE FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD SO THAT APPROPRIATE MEASURES CAN BE TAKEN TO RESOLVE THE PROBLEM.

I. ALL ROAD CROSSINGS ARE OPEN CUT UNLESS OTHERWISE NOTED ON THE DRAWINGS.

III. INSPECTION AND TESTING:

A. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AS WELL AS ANY OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

B. THE CONTRACTOR SHALL GIVE THE ENGINEER OF RECORD AT LEAST 48 HOURS ADVANCE NOTICE OF, AND THE ENGINEER OF RECORD MUST BE PRESENT TO WITNESS, THE FOLLOWING:

1. PRESSURE TESTING OF THE WATER DISTRIBUTION SYSTEM.
2. EXFILTRATION TEST OF THE SANITARY SEWAGE SYSTEM.
3. FINAL INSPECTION OF THE WATER, SEWER, PAVING, GRADING AND DRAINAGE.

C. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL APPLICABLE REGULATORY AGENCIES FOR INSPECTION REQUIREMENTS.

IV. SHOP DRAWINGS:

A. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD FOR THE FOLLOWING ITEMS: WATER MAIN FITTINGS, VALVES, PIPES, CATCH BASIN, STORM MANHOLE AND ALL OTHER DRAINAGE STRUCTURES, DRAINAGE PIPE, BALLAST ROCK, EXFILTRATION TRENCH FILTER FABRIC, AND TRAFFIC PAINT. IN ADDITION, SOME CITIES, COUNTIES, STATE AND/OR NATIONAL REGULATORY AGENCIES REQUIRE THEIR OWN INDIVIDUAL REVIEW AND APPROVAL. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY SHOP DRAWING APPROVALS IF REQUIRED.

V. TEMPORARY FACILITIES:

A. TEMPORARY FACILITIES:

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES, AND ELECTRICITY, DURING CONSTRUCTION.
2. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS ENTRANCE TO COMMERCIAL PROPERTIES AT ALL TIMES, IF APPLICABLE.
3. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION, IF APPLICABLE.

B. TRAFFIC REGULATION:

1. THE CONTRACTOR SHALL PROVIDE ALL WARNING SIGNALS, SIGNS, LIGHTS AND FLAGPERSONS AS NECESSARY FOR THE MAINTENANCE OF TRAFFIC WITHIN PUBLIC RIGHT–OF–WAYS IN ACCORDANCE WITH THE M.U.T.C.D. AND MIAMI–DADE COUNTY PUBLIC WORKS DEPARTMENT.
2. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
3. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION FROM MIAMI–DADE COUNTY PUBLIC WORKS DEPARTMENT.

VI. PROJECT CLOSE–OUT:

CLEANING UP:

1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEAN–UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.
2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT AND/OR EMPLOYEES TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.
3. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, FENCES, MAILBOXES, SIGNS AND ANY OTHER IMPROVEMENTS REMOVED DURING CONSTRUCTION WITH THE SAME TYPE OF MATERIAL AND TO THE CONDITION WHICH EXISTED PRIOR TO THE BEGINNING OF OPERATIONS.
4. WHERE MATERIAL OR DEBRIS HAVE WASHED OR FLOWED INTO, OR HAVE BEEN PLACED IN WATER COURSES, DRAINAGE CANALS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION AT ALL TIMES.

B. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.

C. PROJECT RECORD DOCUMENTS:

1. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.
2. UPON COMPLETION OF DRAINAGE IMPROVEMENTS AND LIMEROCK BASE CONSTRUCTION (AND BEFORE PLACING ASPHALT PAVEMENT OR CONCRETE PAVEMENT) THE CONTRACTOR SHALL FURNISH THE ENGINEER OF RECORD "AS–BUILT" PLANS FOR THESE IMPROVEMENTS, SHOWING THE LOCATIONS AND PERTINENT GRADES OF ALL DRAINAGE INSTALLATIONS AND THE FINISHED ROCK GRADES OF THE ROAD CROWN AND EDGES OF PAVEMENT AT 25 FEET INTERVALS.
3. UPON COMPLETION OF CONSTRUCTION, AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD ONE COMPLETE SET OF ALL "AS–BUILT" CONTRACT DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS–BUILT" CONSTRUCTION CHANGES AND DIMENSIONS, LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS.
4. "AS–BUILT" INFORMATION ON WATER MAINS AND GRAVITY SEWERS MUST BE PROVIDED IN ACCORDANCE WITH THE MIAMI–DADE WATER AND SEWER DEPARTMENT STANDARD AS–BUILT REQUIREMENTS.
5. ALL "AS–BUILT" INFORMATION SHALL BE CERTIFIED BY A FLORIDA REGISTERED LAND SURVEYOR.

VII. EARTHWORK AND COMPACTION:

A. EARTHWORK AND COMPACTION SHALL BE PERFORMED IN ACCORDANCE WITH SECTION C3, "REQUIREMENTS FOR FILLING LAND IN UNINCORPORATED DADE COUNTY", OF THE MIAMI–DADE COUNTY PUBLIC WORKS MANUAL.

VII. STORM DRAINAGE:

A. GENERAL:

1. CATCH BASIN GRATES AND RIM ELEVATIONS AS SHOWN ON PLANS SHALL BE ADJUSTED TO CONFORM TO NEW OR EXISTING GRADES.
2. DISTANCES AND LENGTHS SHOWN ON PLANS AND PROFILE DRAWINGS ARE REFERENCED TO THE CENTER OF STRUCTURES.
3. ALL STORM DRAINAGE MATERIALS AND INSTALLATION SHALL CONFORM TO THE APPLICABLE MIAMI–DADE COUNTY PUBLIC WORKS DEPARTMENT AND CITY OF OPA–LOCKA SPECIFICATIONS INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

SECTION	TITLE
310	EXCAVATION, TRENCHING AND BACKFILLING FOR PIPE STRUCTURES
320	DRAINAGE PIPE
340	STORM SEWER MANHOLES
350	CATCH BASINS
360	SEEPAGE DRAIN (FRENCH DRAIN)

B. ALL EXFILTRATION TRENCH SHALL BE AS PER STANDARD DETAIL SD 1.1 OF THE MIAMI–DADE COUNTY PUBLIC WORKS MANUAL, AND INSTALLED AT THE WIDTH, DEPTH AND ELEVATION SHOWN ON THE APPROVED CROSS SECTION DEPICTED ON THE PLANS. ANY CONFLICT WITH EXISTING OR PROPOSED UTILITIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER. ANY IMPERMEABLE MATERIAL ENCOUNTERED IN THE EXCAVATION FOR THE EXFILTRATION TRENCH SHALL BE REMOVED AS DIRECTED BY THE ENGINEER.

C. ALL DRAINAGE CATCH BASINS AND STRUCTURES SHALL BE PRECAST CONCRETE AS MANUFACTURED BY U.S. PRECAST CORPORATION OR APPROVED EQUAL.

D. THE TRENCH FILTER FABRIC SHALL BE SELECTED FROM THE LIST OF MANUFACTURERS AND FABRIC TYPES APPROVED BY THE MIAMI DADE COUNTY PUBLIC WORKS DEPARTMENT AND CITY OF OPA–LOCKA PUBLIC WORKS. IT SHALL BE USED TO WRAP ALL SIDES AND TOP OF THE EXFILTRATION TRENCH. THE TOP SECTION OF THE MATERIAL SHALL BE LAPPED A MINIMUM OF 12 INCHES AND THE CONTRACTOR SHALL TAKE EXTREME CARE IN BACKFILLING TO AVOID BUNCHING OF THE FABRIC.

E. PERFORATED PIPE SHALL TERMINATE 4'–0" FROM THE DRAINAGE STRUCTURE. THE REMAINING 4'–0" SHALL BE NON–PERFORATED PIPE.

F. PROVIDE A MINIMUM PROTECTIVE COVER OF 24 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.

G. THE CONTRACTOR SHALL PROTECT EXISTING AND COMPLETED DRAINAGE STRUCTURES AND EXFILTRATION SYSTEM FROM CONTAMINATION OF SILT AND CONSTRUCTION DEBRIS. PLACE PLYWOOD OR FILTER FABRIC BETWEEN THE FRAME AND INLET GRATE UNTIL CONSTRUCTION OPERATIONS ARE FINISHED. (SEE STORMWATER POLLUTION PREVENTION PLAN)

IX. PAVING:

A. GENERAL:

1. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF LIMEROCK BASE.
2. IF EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
3. ALL ROAD CROSSINGS ARE OPEN CUT UNLESS OTHERWISE NOTED ON THE DRAWINGS.
4. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT.
5. PAVEMENT REPAIRS SHALL BE AS PER STANDARD DETAIL R 21.1 OF THE MIAMI– DADE COUNTY PUBLIC WORKS MANUAL.

B. MATERIALS AND INSTALLATION:

1. ALL WORKS CONFORM TO THE APPLICABLE MIAMI–DADE COUNTY AND CITY OF OPA–LOCKA PUBLIC WORKS DEPARTMENT SPECIFICATIONS INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

SECTION	TITLE
24	CLEARING AND GRUBBING
30	EXCAVATION AND EMBANKMENT
33	STABILIZING
40	RESTORATION OF TRENCHES
51	LIMEROCK BASE
100	PRIME AND TACK COATS
133	TYPE S–1 ASPHALTIC CONCRETE SURFACE COURSE
145	SIDEWALK CURB AND GUTTER CONSTRUCTION

2. STREET NAME SIGNS SHALL BE ERECTED PER CITY OF OPA–LOCKA PUBLIC WORKS DEPARTMENT SPECIFICATIONS.
3. SUBGRADE FOR ROADWAY SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DENSITY (AASHTO T–180–74), LBR 40.
4. BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM THICKNESS OF 8" PLACED ON A SINGLE LAYER FOR STREETS.
5. BASE COURSE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T–180–74, LBR 100.

X. TESTING:

1. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY, CERTIFIED BY THE STATE OF FLORIDA. RESULTS OF DENSITY TESTS SHALL BE SIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA AND PROVIDED TO THE ENGINEER OF RECORD FOR REVIEW.

XI. WATER DISTRIBUTION SYSTEM:

A. GENERAL:

1. ALL MATERIALS, INSTALLATION AND TESTING UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF OPA–LOCKA PUBLIC WORKS DEPARTMENT AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT.
2. ANY EXISTING PUBLIC WATER SERVICE WITHIN THE PROPERTY IN CONFLICT WITH THE PROPOSED DEVELOPMENT MUST BE REMOVED AFTER ANY ASSOCIATED EASEMENT IS CLOSED AND RELEASED AS APPLICABLE.
3. ALL PROP WATER & FORCE MAINS AND FITTINGS TO BE RESTRAINED PER GS 2.0.

B. MATERIALS INSTALLATION AND TESTING:

1. FOLLOW MDWASD SPECIFICATIONS FOR WATER MAINS
2. IN ADDITION SEE MDWASD NOTES ON THIS SHEET.

XII. SANITARY SEWER COLLECTION SYSTEM:

A. GENERAL:

1. ALL MATERIALS AND LABOR UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI–DADE WATER AND SEWER AUTHORITY DEPARTMENT AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT.
2. MANHOLE RIM ELEVATIONS AS SHOWN ON PLANS SHALL BE ADJUSTED TO CONFORM TO NEW OR EXISTING GRADES.
3. DISTANCES AND LENGTHS SHOWN ON PLANS AND PROFILE DRAWINGS ARE REFERENCED TO THE CENTER OF STRUCTURES.
4. ANY EXISTING PUBLIC SEWER SERVICE WITHIN THE PROPERTY IN CONFLICT WITH THE PROPOSED DEVELOPMENT MUST BE REMOVED AFTER ANY ASSOCIATED EASEMENT IS CLOSED AND RELEASED AS APPLICABLE.
5. ALL PROP WATER & FORCE MAINS AND FITTINGS TO BE RESTRAINED PER GS 2.0.

B. MATERIALS, INSTALLATION AND TESTING:

1. FOLLOW MDWASD SPECIFICATIONS FOR GRAVITY SANITARY SEWER SYSTEMS.
2. IN ADDITION, SEE MDWASD NOTES ON THIS SHEET.

XII. PAVEMENT MARKINGS:

1. ALL PAVEMENT MARKINGS ON–SITE AND AND OFF–SITE SHALL BE THERMOPLASTIC PAVEMENT MARKINGS FOR WET NIGHT VISIBILITY.

HEALTH DEPARTMENT NOTES

(NOT PART OF M-DWASD NOTES FOR APPROVAL)

WATER MAIN HORIZONTAL SEPARATIONS

SEPARATIONS SHALL BE MEASURED OUTSIDE EDGE TO OUTSIDE EDGE BETWEEN WATER MAINS AND, STORM SEWERS, STORMWATER, FORCE MAINS, OR RECLAIMED WATER LINES, SHALL BE 3 FT MINIMUM.

BETWEEN WATER MAINS AND VACUUM TYPE SEWER PREFERABLY 10 FT AND AT LEAST 3 FT MINIMUM.

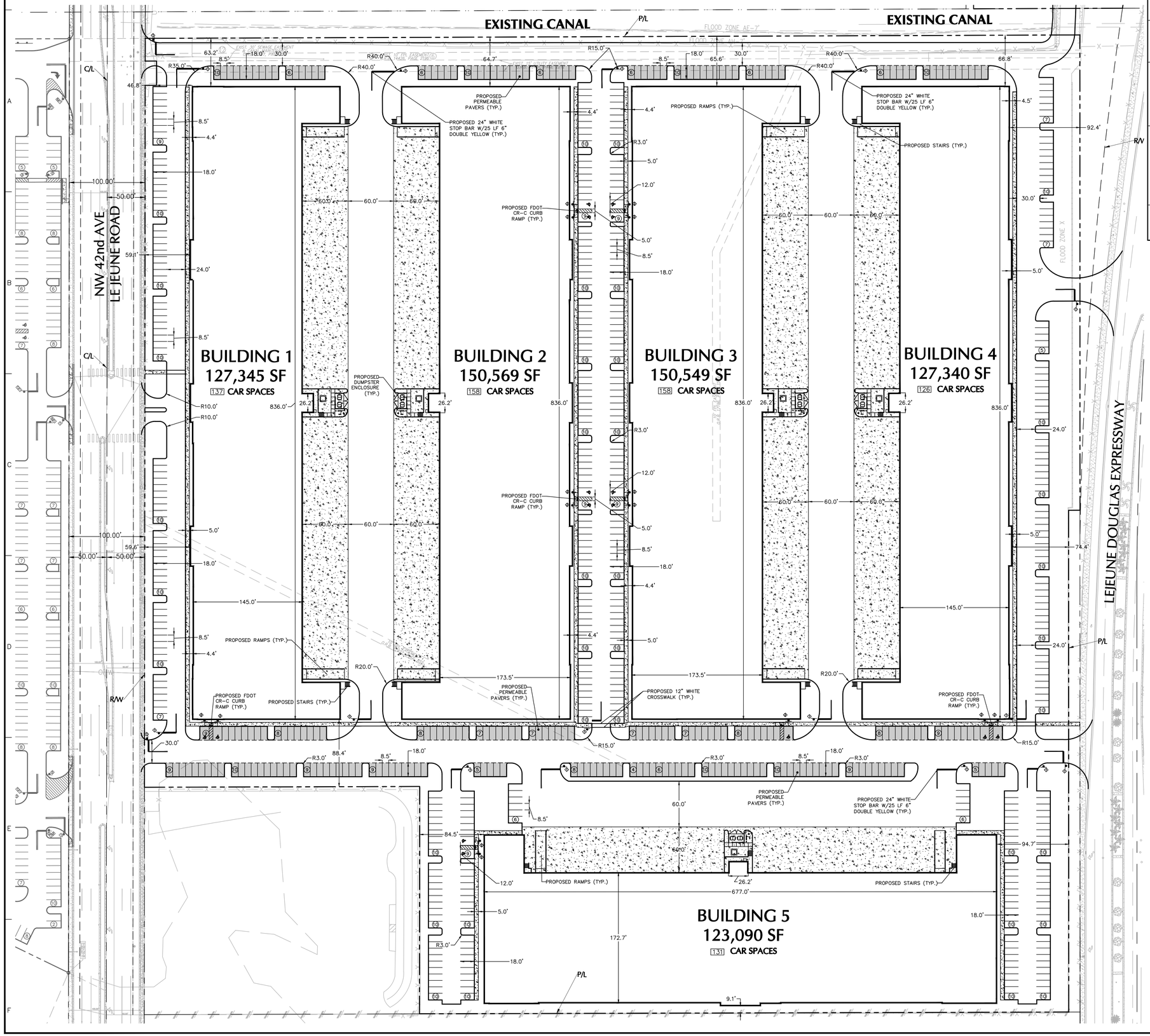
GRAVITY OR PRESSURE SANITARY SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER PREFERABLY 10 FT AND AT LEAST 6 FT. MAY BE REDUCED TO 3 FT WHERE BOTTOM OF WATER MAINS IS AT LEAST 6 INCHES ABOVE TOP OF SEWER.

10 FT TO ANY PART OF ON–SITE SEWER TREATMENT OR DISPOSAL SYSTEM.

WATER MAIN VERTICAL SEPARATIONS

SEPARATIONS BETWEEN WATER MAINS AND GRAVITY SEWER, VACUUM TYPE SEWER, OR STORM SEWERS TO BE PREFERABLY 12 INCHES, OR AT LEAST 6 INCHES IF ABOVE OR AT LEAST 12 INCHES IF BELOW.*

PRESSURE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR RECLAIMED WATER, AT LEAST



CITY OF OPA-LOCKA ZONING TABLE ZONING DISTRICT: COMMERCIAL INTENSIVE BUSINESS DISTRICT (B-3) (1)			
	ITEM	PERMITTED/REQUIRED	PROPOSED LOT
SITE	Land Use:	Warehousing Facilities	Warehousing Facilities
	Lot Area: Min. Lot Area	10,000 SF (0.23 Acres)	43.02 Acres +/-
	Min. Lot Frontage	N/A	
BUILDING	Building Setbacks:		
	Min. Front	15 FT	46.8 FT
	Min. Side	0 FT	9.1 FT
	Min. Rear	15 FT	68.3 FT
	Building Height/Stories:	65 FT / 6 Stories	<45 FT / 3 Stories
	Maximum Building Coverage	N/A	39.59%
	Maximum Impervious Coverage	80%	79.68% (3)
	Minimum Yards: Min. Front yard	15 FT	46.8FT
PARKING AND ACCESS	Car Parking Space Size: Standard Space Size	10 FT x 20 FT	9 FT x 17 FT AND 9 FT X 19 FT AND 8.5 FT x 18 FT (2)
	Car Parking Spaces: Min. Number of Spaces per Gross Floor Area	SEE PARKING TABLE	SEE PARKING TABLE
	Min. Number of Spaces	SEE PARKING TABLE	SEE PARKING TABLE
	Min. Aisle Width	22 FT	24 FT
	Storage of Vehicles Screen Fence Height	6 FT	N/A
	Lot Accesses: Min. Driveway Separation	30 FT	453 FT
	Interior Landscape Area:	10 SF / Parking Space = 7,860 SF	8,858 SF
	Min. Interior Landscape Island Area	50 SF	115 SF
NOTES	(1) All data referenced from Land Use Ordinance from City of Opa-Locka. (2) Variance required (3) Permeable pavers and pervous areas considered		

PARKING TABLE			
USE (RATIO)	SQUARE FOOTAGE	PERMITTED/REQUIRED	PROPOSED LOT
Office (10%)* (1/400)	74,182	186 SPACES	
Warehouse 1 each 2,500 SF	667,635	267 SPACES	786 SPACES
TOTAL		453 SPACES	786 SPACES
* Assumed each building has 10 % office			

LEGEND

- STOP SIGN (R1-1)
- ACCESSIBLE PARKING SIGN
- BUILDING
- PARCEL BOUNDARY
- PROPOSED CURB TYPE "D"
- PERMEABLE PAVERS

60 0 20 40 60
SCALE: 1" = 60'

Date	Description	No.
Revisions		

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SIGNATURE DATE SIGNED

MICHAEL CARR
PROFESSIONAL ENGINEER FL Lic. No. 72424

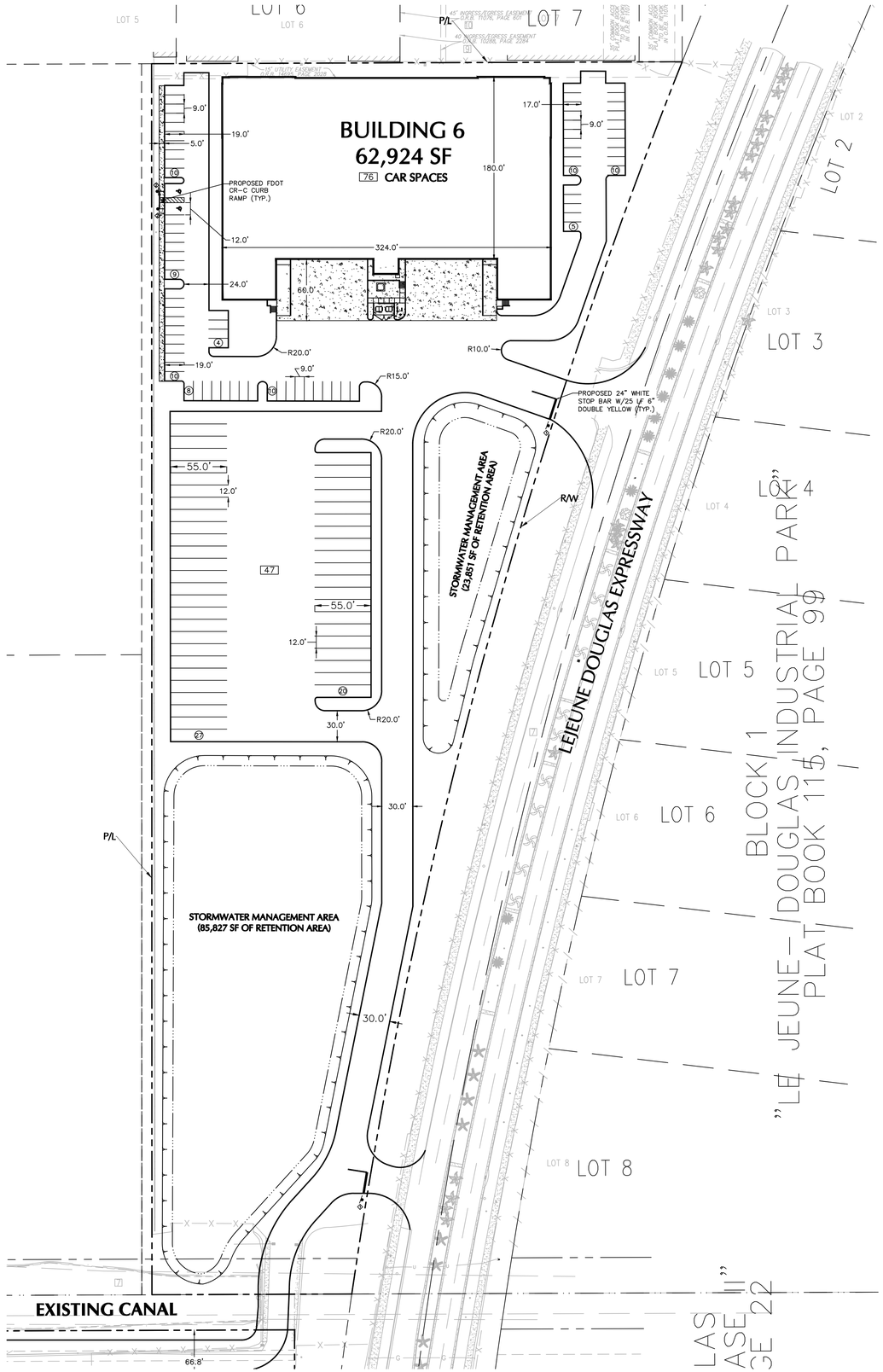
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FL CERTIFICATE OF AUTHORIZATION NO. 00006601/LB8172/LB8198

Project
ICC - PHASE 2
OPA LOCKA
MIAMI-DADE COUNTY FLORIDA

Drawing Title
PARTIAL SITE PLAN

Project No.	Drawing No.
330059104	C-300
Date: 03/29/2022	
Drawn By: CRV	
Checked By: MPC	Sheet 0 of 1

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Project No. 330059104
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CITY OF OPA-LOCKA ZONING TABLE ZONING DISTRICT: COMMERCIAL INTENSIVE BUSINESS DISTRICT (B-3) (1)			
	ITEM	PERMITTED/REQUIRED	PROPOSED LOT
SITE	Land Use:	Warehousing Facilities	Warehousing Facilities
	Lot Area: Min. Lot Area Min. Lot Frontage	10,000 SF (0.23 Acres) N/A	43.02 Acres +/-
BUILDING	Building Setbacks: Min. Front Min. Side Min. Rear Building Height/Stories: Maximum Building Coverage Maximum Impervious Coverage	15 FT 0 FT 15 FT 65 FT / 6 Stories N/A 80%	46.8 FT 9.1 FT 68.3 FT <45 FT / 3 Stories 39.59% 79.68% (3)
	Minimum Yards: Min. Front yard	15 FT	46.8FT
PARKING AND ACCESS	Car Parking Space Size: Standard Space Size Car Parking Spaces: Min. Number of Spaces per Gross Floor Area Min. Number of Spaces Min. Aisle Width Storage of Vehicles Screen Fence Height Lot Accesses: Min. Driveway Separation Interior Landscape Area: Min. Interior Landscape Island Area	10 FT x 20 FT SEE PARKING TABLE SEE PARKING TABLE 22 FT 6 FT 30 FT 10 SF / Parking Space = 7,860 SF 50 SF	9 FT x 17 FT AND 9 FT X 19 FT AND 8.5 FT x 18 FT (2) SEE PARKING TABLE SEE PARKING TABLE 24 FT N/A 453 FT 8,858 SF 115 SF
NOTES	(1) All data referenced from Land Use Ordinance from City of Opa-Locka. (2) Variance required (3) Permeable pavers and pervous areas considered		

PARKING TABLE

USE (RATIO)	SQUARE FOOTAGE	PERMITTED/REQUIRED	PROPOSED LOT
Office (10%)* (1/400)	74,182	186 SPACES	
Warehouse 1 each 2,500 SF	667,635	267 SPACES	786 SPACES
TOTAL		453 SPACES	786 SPACES

* Assumed each building has 10 % office

LEGEND

- STOP SIGN (R1-1)
- ACCESSIBLE PARKING SIGN
- BUILDING
- PARCEL BOUNDARY
- PROPOSED CURB TYPE "D"
- PERMEABLE PAVERS

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SIGNATURE DATE SIGNED

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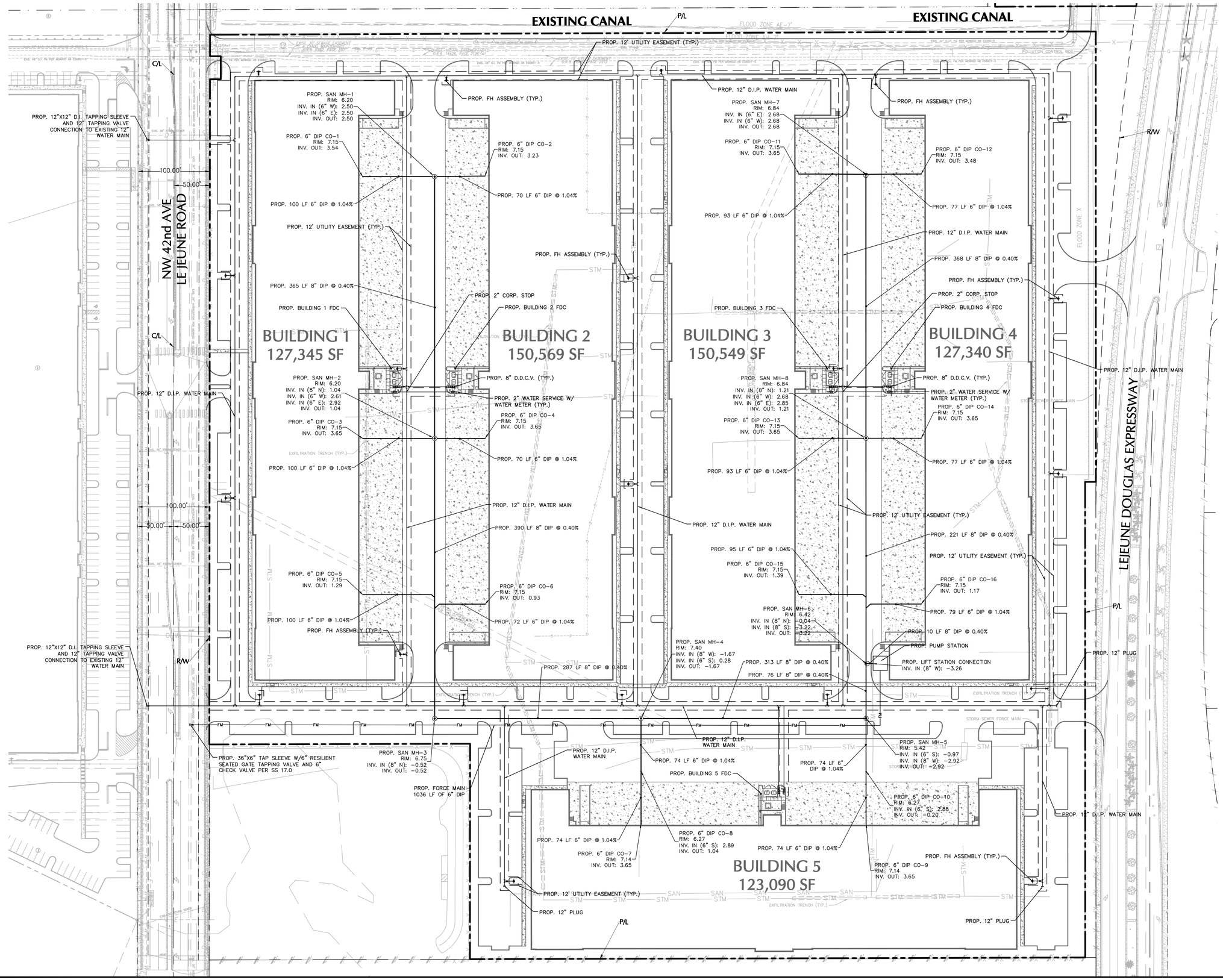
Project
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OPA LOCKA
MIAMI-DADE COUNTY FLORIDA

Drawing Title
PARTIAL SITE PLAN

Project No.	Drawing No.
330059104	C-301
Date: 03/29/2022	
Drawn By: CRV	
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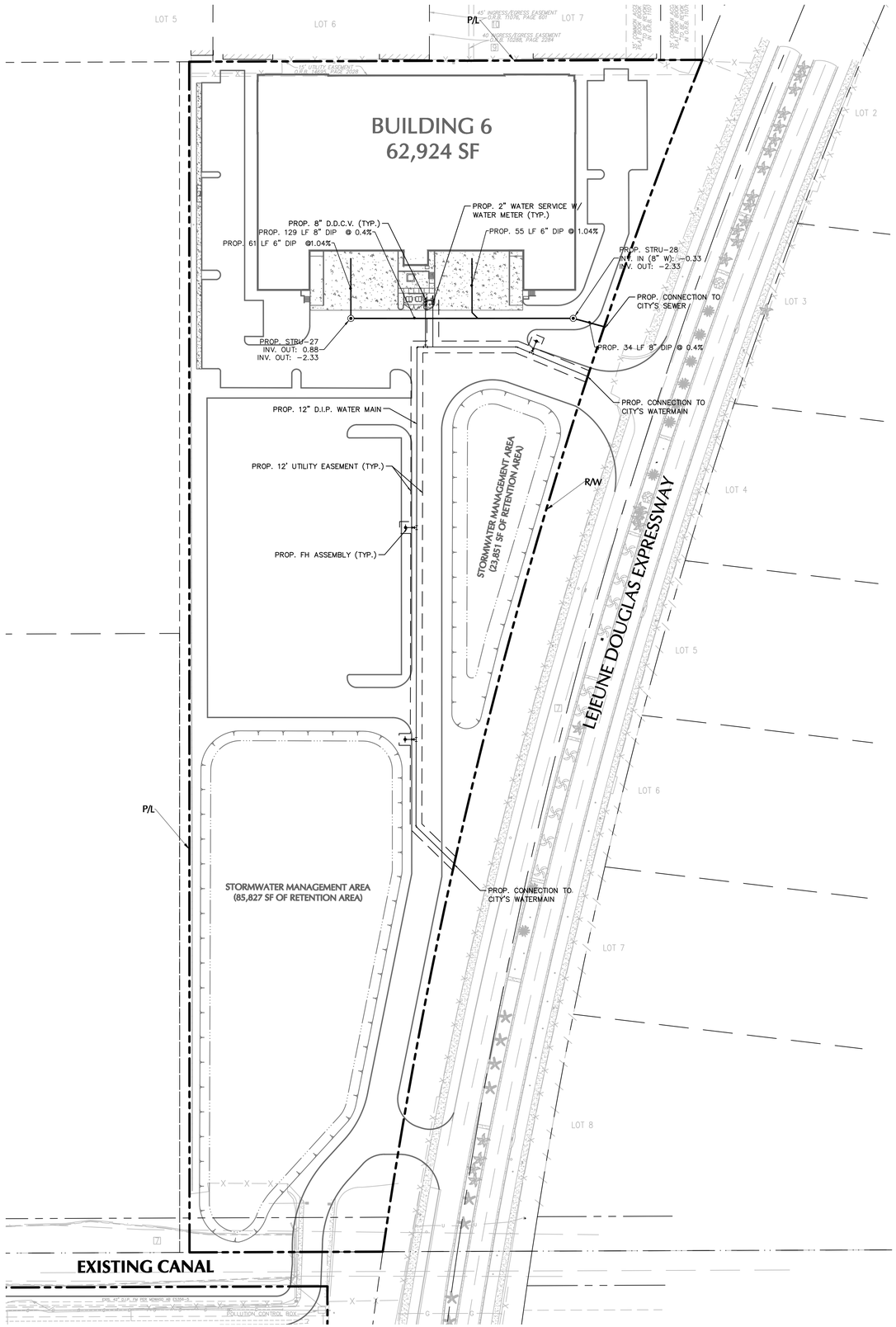
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MIAMI-DADE COUNTY FLORIDA

Drawing Title
PARTIAL UTILITY PLAN

Project No.	Drawing No.
330059104	C-500
Date: 03/29/2022	
Drawn By: CRV	
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Project No. 330059104

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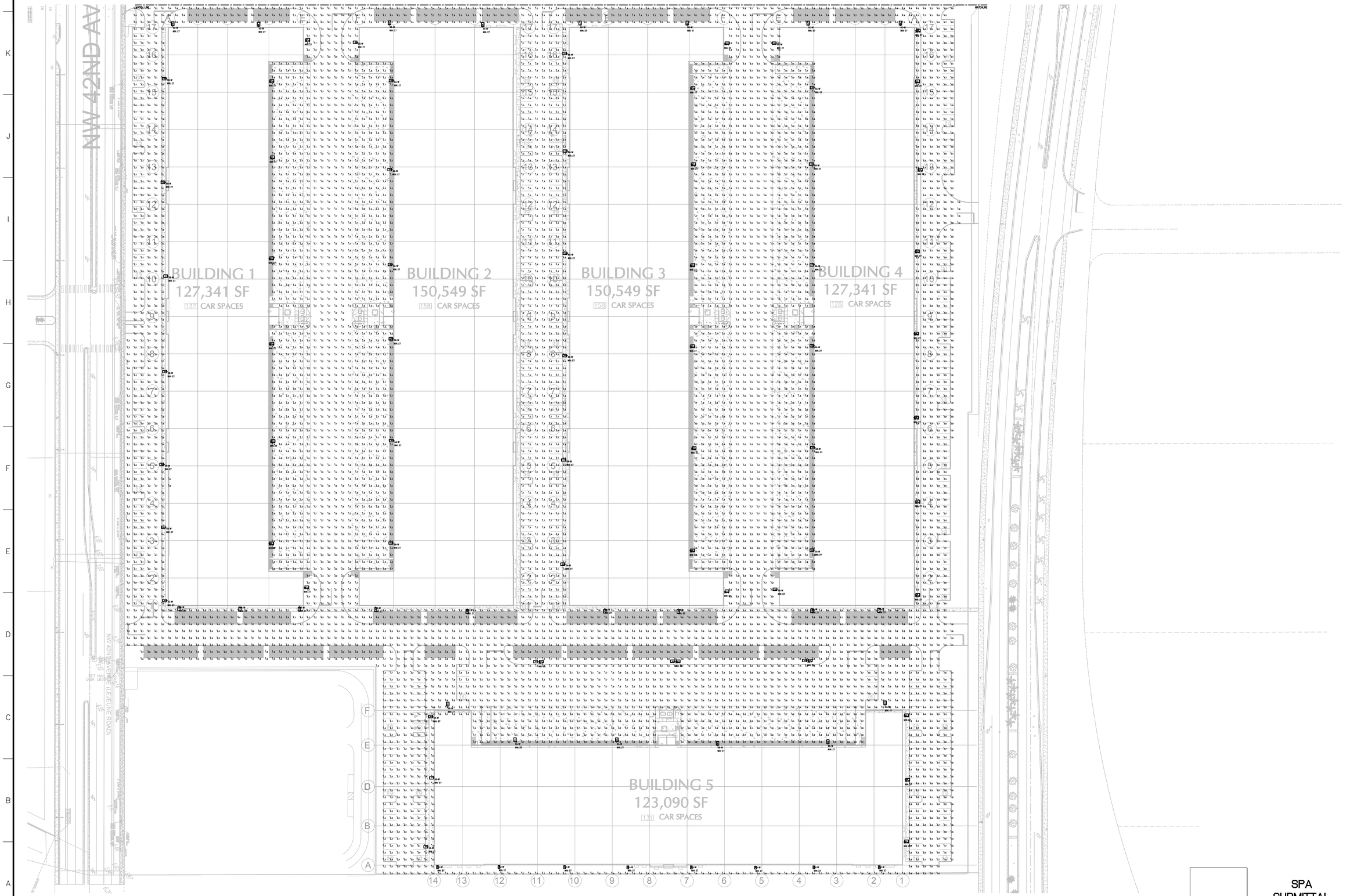
Project
ICC - PHASE 2
OPA LOCKA
MIAMI-DADE COUNTY FLORIDA

Drawing Title
PARTIAL UTILITY PLAN

Project No.	Drawing No.
330059104	C-501
Date: 03/29/2022	
Drawn By: CRV	
Checked By: MPC	Sheet 0 of 1

LANGAN Project No. 330059104

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1 PHOTOMETRIC SITE PLAN

ESP-1 SCALE: 1"=60'-0"

SPA SUBMITTAL 04/15/22

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Digitally signed by Juan Puga
DN: cn=Juan Puga, o=PUGA AND ASSOCIATES INTERNATIONAL INC, ou=CA, email=jpuga@puga.com, c=US
Date: 2022.04.15 17:04:50 -04'00'

Puga and Associates, Inc.
Engineers/Consultants
EB 0005813
7700 N Kendall Drive, Suite 806
Miami, Florida 33156
(305) 661-7700

IRONWOOD COMMERCE CENTER - PHASE 2
OPA-LOCKA, FLORIDA
LINK LOGISTICS

REVISIONS

Drawing Title
PHOTOMETRIC SITE PLAN

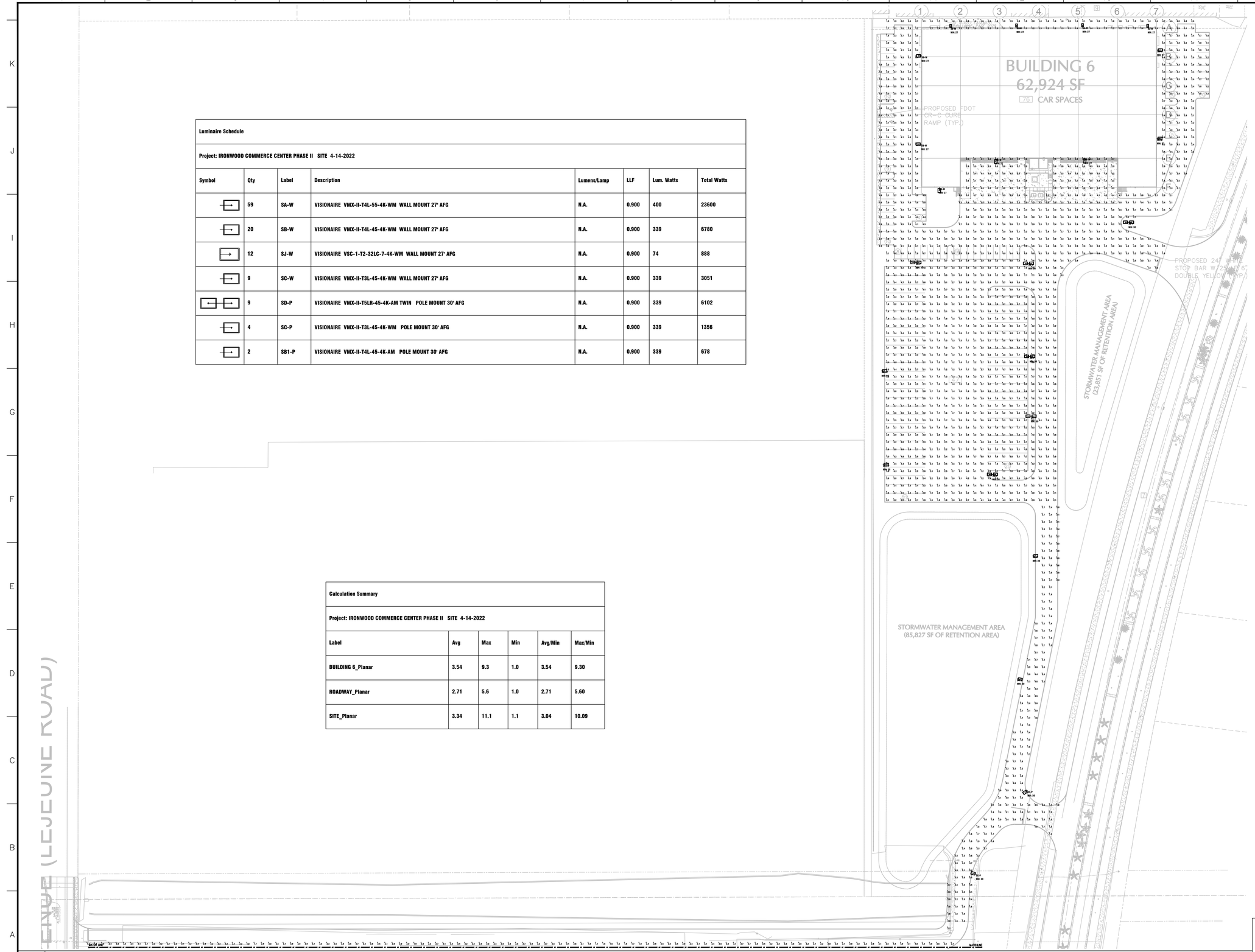
Scale	AS NOTED
Project No.	20049.00
Date	04/14/2022

Principal:	BR
Project Director:	CM
Project Manager:	CM
Drafted by:	PUGA
Checked by:	PUGA

Sheet No.
ESP-1

Luminaire Schedule							
Project: IRONWOOD COMMERCE CENTER PHASE II SITE 4-14-2022							
Symbol	Qty	Label	Description	Lumens/Lamp	LLF	Lum. Watts	Total Watts
	59	SA-W	VISIONAIRE VMX-II-T4L-55-4K-WM WALL MOUNT 27' AFG	N.A.	0.900	400	23600
	20	SB-W	VISIONAIRE VMX-II-T4L-45-4K-WM WALL MOUNT 27' AFG	N.A.	0.900	339	6780
	12	SJ-W	VISIONAIRE VSC-1-T2-32LC-7-4K-WM WALL MOUNT 27' AFG	N.A.	0.900	74	888
	9	SC-W	VISIONAIRE VMX-II-T3L-45-4K-WM WALL MOUNT 27' AFG	N.A.	0.900	339	3051
	9	SD-P	VISIONAIRE VMX-II-T5LR-45-4K-AM TWIN POLE MOUNT 30' AFG	N.A.	0.900	339	6102
	4	SC-P	VISIONAIRE VMX-II-T3L-45-4K-WM POLE MOUNT 30' AFG	N.A.	0.900	339	1356
	2	SB1-P	VISIONAIRE VMX-II-T4L-45-4K-AM POLE MOUNT 30' AFG	N.A.	0.900	339	678

Calculation Summary					
Project: IRONWOOD COMMERCE CENTER PHASE II SITE 4-14-2022					
Label	Avg	Max	Min	Avg/Min	Max/Min
BUILDING 6_Planar	3.54	9.3	1.0	3.54	9.30
ROADWAY_Planar	2.71	5.6	1.0	2.71	5.60
SITE_Planar	3.34	11.1	1.1	3.04	10.09



1 PHOTOMETRIC SITE PLAN

ESP-2 SCALE: 1"=60'-0"

SPA SUBMITTAL 04/15/22

RLC Architects
7000 North Federal Highway, 2nd Floor, Boca Raton, FL 33487
Tel 561.338.1667 Fax 561.416.6001
Web www.rlcarchitects.com

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J. DAVID PUGA LICENSE STATE OF FLORIDA PROFESSIONAL ENGINEER
Digitally signed by J. David Puga
DN: CN=J. David Puga, C=US, E=dpuga@pugaassociates.com, O=PUGA AND ASSOCIATES INTERNATIONAL INC, OU=SE, CN=J. David Puga
Reason: I am the author of this document
Date: 2022.04.15 09:45:04 -04'00'

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IRONWOOD COMMERCE CENTER - PHASE 2
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LINK LOGISTICS

REVISIONS

Drawing Title
PHOTOMETRIC SITE PLAN

Scale	AS NOTED
Project No.	20049.00
Date	04/14/2022

Principal:	BR
Project Director:	CM
Project Manager:	CM
Drafted by:	PUGA
Checked by:	PUGA

Sheet No.
ESP-2

21 April 2022

Yamilet Senespleda, PE, PTOE
Manager Traffic Engineering Division
Miami-Dade County Dept. Transportation and Public Works
111 NW 1st Street, Suite 1510
Miami, Florida 33128

Re: Traffic Generation Statement
Ironwood Commerce Center-Phase 2
Opa-locka, Florida
Langan Project No.: 330059104

Dear Ms. Senespleda:

Langan Engineering & Environmental Services, Inc. prepared this traffic-generation statement for the Ironwood Commerce Center-Phase 2 development to show that the development will generate less traffic than the existing development on site. Therefore, Miami-Dade County Traffic Engineering Division can waive the need for a Level 2 traffic-impact analysis. The development property is an existing flea market that will be redeveloped with 741,817 square-feet of warehouse uses. This report includes trip generation calculations for the proposed redevelopment. **Attachment A** contains the figures of this report. **Figure 1** shows an aerial photograph of the site. The proposed development meets city traffic-concurrency requirements because the proposed warehouse generates less traffic than the existing use it will replace.

Project Description

The proposed development will comprise 741,817 square feet of warehouse uses that will be built through six buildings and expected to be constructed by the end of 2024. The 43.02-acre site (Folio No.: 08-2129-000-0050 & 08-2129-000-0064) is north of the Gratigny Parkway (SR-924), west of 42nd / 37th Avenue Connector and east of NW 42nd Avenue (SR-953) in Opa-locka, Florida. Site access will be provided through existing and proposed driveways along NW 42nd Avenue and 42nd / 37th Avenue Connector. The proposed development will not have gated-controlled access. **Attachment B** contains a copy of the site plan and shows the location of the driveway connections.

Trip Generation Analysis

Traffic counts were collected at the current site to determine existing trip generation. As shown in **Table 1**, the existing flea market generates 5,760 daily trips, 179 morning peak hour trips, and 179 afternoon peak hour trips, while the proposed development is expected to generate 1,210 daily, 113 morning peak hour and 115 afternoon peak hour trips. We prepared trip estimates for the proposed development, summarized in **Table 1**, using equations from the 11th Edition of the ITE *Trip Generation Manual*. **Attachment C** contains the collected traffic count data with an aerial showing the location where data was collected. A negative net difference indicates that the warehouse will generate less daily and peak hour trips than the existing flea market.

Table 1 - Trip Generation Estimates

Daily

Land Use	ITE Code	Size	Trip Generation Rate	In	Out	Total Trips		
						In	Out	Total
Flea Market (Existing Development)*	N/A	N/A	N/A	51%	49%	2,960	2,800	5,760
Warehousing	150	741,817 SF	T = 1.58 (X) + 38.29	50%	50%	605	605	1,210
					Difference	**-2,355**	**-2,195**	**-4,550**

Morning Peak Hour

Land Use	ITE Code	Size	Trip Generation Rate	In	Out	Total Trips		
						In	Out	Total
Flea Market (Existing Development)*	N/A	N/A	N/A	69%	31%	123	56	179
Warehousing	150	741,817 SF	T = 0.12 (X) + 23.62	77%	23%	87	26	113
					Difference	**-36**	**-30**	**-66**

Afternoon Peak Hour

Land Use	ITE Code	Size	Trip Generation Rate	In	Out	Total Trips		
						In	Out	Total
Flea Market (Existing Development)*	N/A	N/A	N/A	43%	57%	209	275	484
Warehousing	150	741,817 SF	T = 0.12 (X) + 26.48	28%	72%	32	83	115
					Difference	**-177**	**-192**	**-369**

** Trip Generation based on collected 24-hour data on site.*

Project Traffic Distribution

We determined the directional distribution of site generated trips based on cardinal distribution data for TAZ 275 from the Miami-Dade County 2045 Transportation Model (see **Attachment C**) and from the development's access to the surrounding roadway network. Project traffic was assigned 17% northwest, 32% northeast, 23% southeast, and 28% southwest based on the TAZ data as shown in **Figure 2**. We interpolated the 2015 and 2045 directional-distribution values from the model data to develop percentages for 2024. **Table 2** shows the proposed development's trip-distribution percentages.

Table 2 - Cardinal Distribution

Year	NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW
2015	19.80%	12.40%	8.20%	14.40%	16.00%	11.70%	7.00%	10.60%
2045	15.70%	14.60%	7.30%	15.20%	17.80%	11.00%	8.10%	10.30%
2024	**18.57%**	**13.06%**	**7.93%**	**14.64%**	**16.54%**	**11.49%**	**7.33%**	**10.51%**

Driveway Volumes

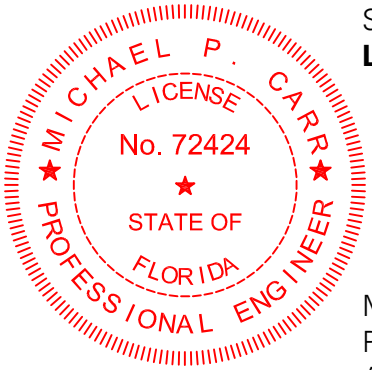
The site's vehicular access will be through three driveways to NW 42nd Avenue and four driveways to 42nd / 37th Avenue Connector. Site Driveways A and C are proposed right-in / right-out driveways located along NW 42nd Avenue and Site Driveway B is an existing full access driveway also located along NW 42nd Avenue. Site Driveways D, E, and G are proposed right-in / right-out driveways located along NW 42nd / 37th Avenue Connector and Site Driveway F is a proposed full access driveway located at the existing intersection of 42nd / 37th Avenue Connector & NW 125th Street. We evaluated the need for right-turn lanes at the project's proposed driveways based on FDOT Access Management Standards and determined that none of the proposed driveways warrant an exclusive right-turn lane. The existing full-access driveway along NW 42nd Avenue has an existing southbound left-turn lane that will provide vehicle storage along such road and will serve the proposed redevelopment. The proposed full-access driveway connection to NW42nd / 37th Avenue Connector will align with NW 125th Street and the developer will construct a northbound left-turn lane to facilitate access to the proposed site. **Figure 2** shows the site driveway locations and volumes.

Conclusion

We determined that the proposed Ironwood Commerce Center-Phase 2 development is not expected to generate more than the existing development. Therefore, the county can waive the traffic-impact analysis requirement. The proposed development will have seven driveway connections, three to NW 42nd Avenue and four to NW42nd / 37th Avenue Connector, with only one full-access driveway on each road. The full-access driveway along NW 42nd avenue is an existing median opening with left-turn lane to serve the site. The proposed full-access driveway connection to NW42nd / 37th Avenue Connector will align with NW 125th Street and the developer will construct a northbound left-turn lane to facilitate access to the proposed site. We found that the expected right-turn volumes at the project proposed driveways do not warrant the need for an exclusive right-turn lane. The proposed development will not have gated-controlled access.

This item has been digitally signed and sealed by Michael Carr, PE. on the date adjacent to the seal

Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



Sincerely,
Langan Engineering and Environmental Services, Inc.

Michael P. Carr, P.E.
P.E. License No. 72424
Associate

Eric Schwarz, P.E., LEED AP
Principal/Vice President

MGP:jmk

Attachments:
- Attachment A – Figures
- Attachment B – Site Plan
- Attachment C – Traffic & Distribution Data

Florida Certificate of Authorization No. 6601

\\langan.com\data\FTL\data1\330059103\Project Data_Discipline\Traffic\Reports\Trip Generation Memo\2022-04-21 Link Flea Market Trip Gen Statement.docx

ATTACHMENT A
FIGURES



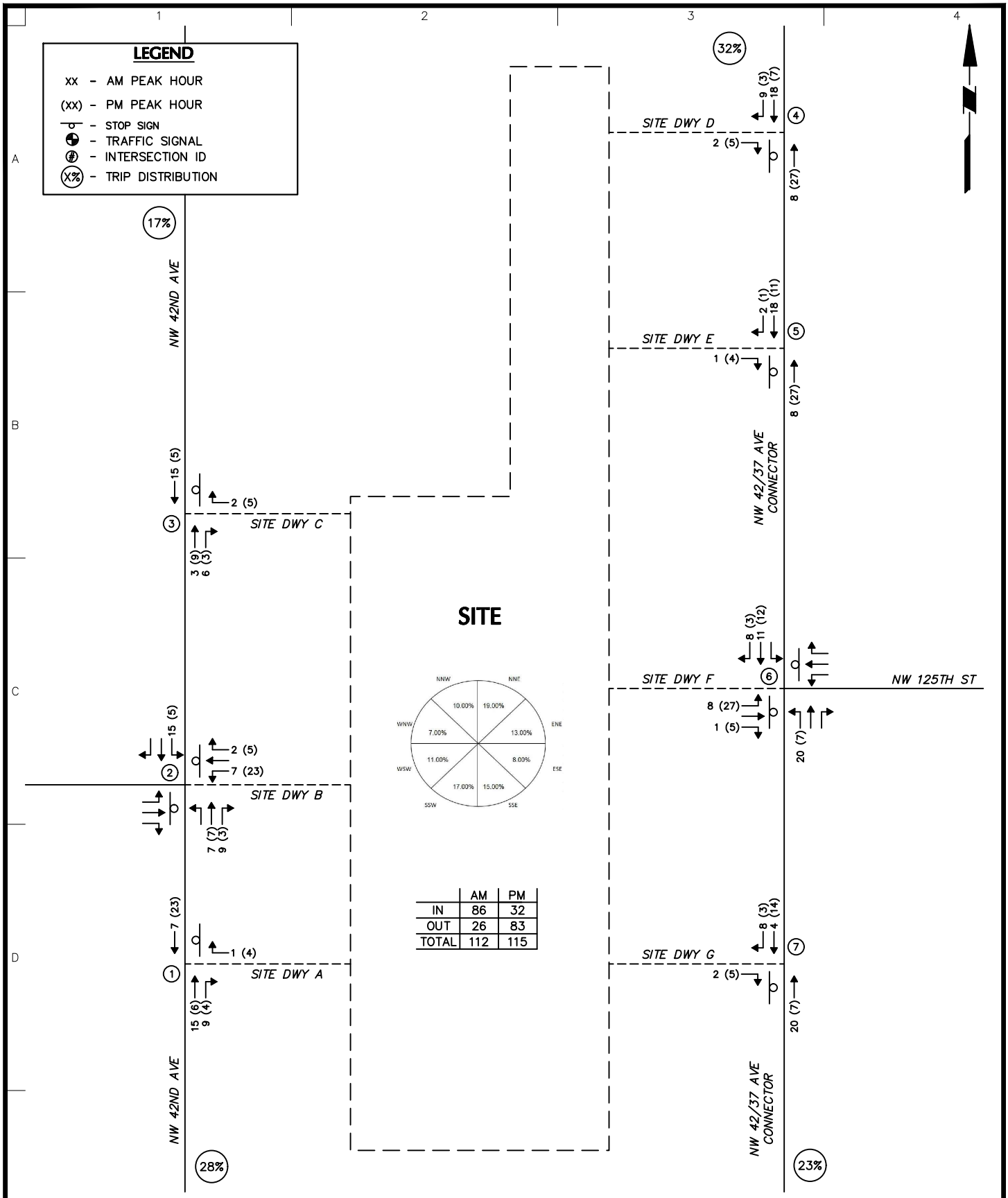
LANGAN

Project No. 330059104

LANGAN Langan Engineering and Environmental Services, Inc. 110 East Broward Boulvard, Suite 1500 Fort Lauderdale, FL 33301 T: 954.320.2100 F: 954.320.2101 www.langan.com FL CERTIFICATE OF AUTHORIZATION NO. 00006601/LB8172/LB8198	Project FOUNDRY - FLEA MARKET SITE OPA LOCKA MIAMI-DADE COUNTY FLORIDA	Drawing Title SITE LOCATION	Project No. 330059104 Date APRIL 2022 Drawn By JMK Checked By MGP	Figure 1

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Date: 4/6/2022 Time: 11:16 User: jkomp Style Table: Langan.stb Layout: FIG 1 Document Code: FG01-330059104-0201-KT101-0101



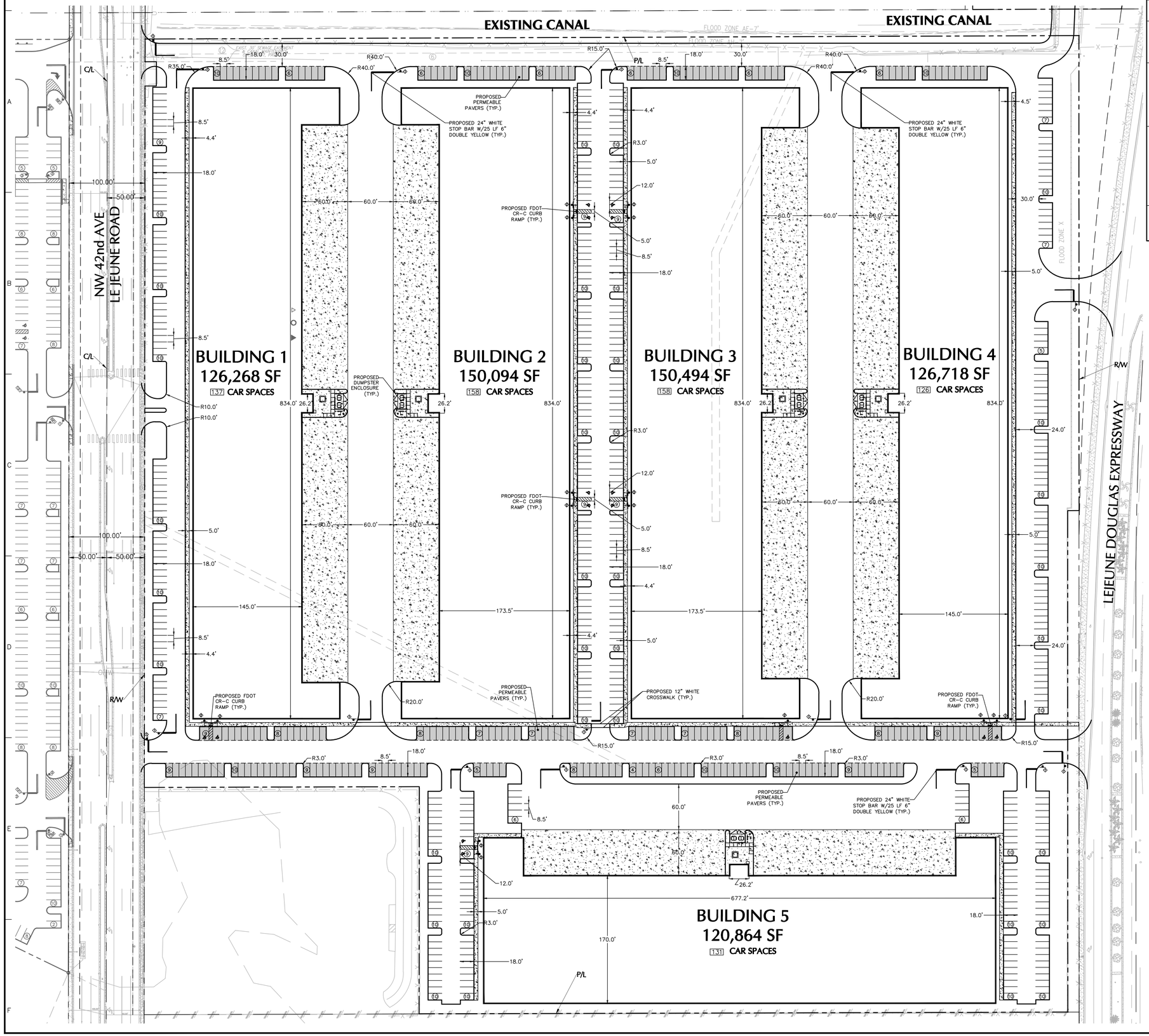
LANGAN

Project No. 330059104

LANGAN Langan Engineering and Environmental Services, Inc. 110 East Broward Boulvard, Suite 1500 Fort Lauderdale, FL 33301 T: 954.320.2100 F: 954.320.2101 www.langan.com FL CERTIFICATE OF AUTHORIZATION NO. 00006601/LB8172/LB8198	Project FOUNDRY - FLEA MARKET SITE OPA LOCKA MIAMI-DADE COUNTY FLORIDA
Drawing Title DRIVEWAY VOLUMES	Project No. 330059104 Date APRIL 2022 Drawn By JMK Checked By MGP
Figure 2	

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ATTACHMENT B
SITE PLAN



CITY OF OPA-LOCKA ZONING TABLE

ZONING DISTRICT: COMMERCIAL INTENSIVE BUSINESS DISTRICT (B-3) (1)

	ITEM	PERMITTED/REQUIRED	PROPOSED LOT
SITE	Land Use:	Warehousing Facilities	Warehousing Facilities
	Lot Area: Min. Lot Area	10,000 SF (0.23 Acres)	43.02 Acres +/-
	Min. Lot Frontage	N/A	
BUILDING	Building Setbacks:		
	Min. Front	15 FT	47 FT
	Min. Side	0 FT	67.2 FT
	Min. Rear	15 FT	16.2 FT
	Building Height/Stories:	65 FT / 6 Stories	<45 FT / 3 Stories
	Maximum Building Coverage	N/A	45.86%
	Maximum Impervious Coverage	80%	79.67% (3)
	Minimum Yards: Min. Front yard	15 FT	83 FT
PARKING AND ACCESS	Car Parking Space Size: Standard Space Size	10 FT x 20 FT	9 FT x 17 FT AND 9 FT X 19 FT AND 8.5 FT x 18 FT (2)
	Car Parking Spaces: Min. Number of Spaces per Gross Floor Area	SEE PARKING TABLE	SEE PARKING TABLE
	Min. Number of Spaces	SEE PARKING TABLE	SEE PARKING TABLE
	Min. Aisle Width	22 FT	24 FT
	Storage of Vehicles Screen Fence Height	6 FT	N/A
	Lot Accesses: Min. Driveway Separation	30 FT	453 FT
	Interior Landscape Area:	10 SF / Parking Space = 7,860 SF	10,424 SF
	Min. Interior Landscape Island Area	50 SF	115 SF
NOTES	(1) All data referenced from Land Use Ordinance from City of Opa-Locka. (2) Variance required (3) Permeable pavers and pervous areas considered		

PARKING TABLE

USE (RATIO)	SQUARE FOOTAGE	PERMITTED/REQUIRED	PROPOSED LOT
Office (10%)* (1/400)	73,746	185 SPACES	
Warehouse 1 each 2,500 SF	737,464	295 SPACES	786 SPACES
TOTAL		480 SPACES	786 SPACES

* Assumed each building has 10 % office

LEGEND

- STOP SIGN (R1-1)
- ACCESSIBLE PARKING SIGN
- BUILDING
- PARCEL BOUNDARY
- PROPOSED CURB TYPE "D"
- PERMEABLE PAVERS

SCALE: 1" = 60'

Date	Description	No.
Revisions		

SIGNATURE DATE SIGNED

MICHAEL CARR
PROFESSIONAL ENGINEER FL Lic. No. 72424

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FPBE Registry NO. 00006601/LB8172/LB8198

Project

FOUNDRY - FLEA MARKET SITE

OPA LOCKA
MIAMI-DADE COUNTY FLORIDA

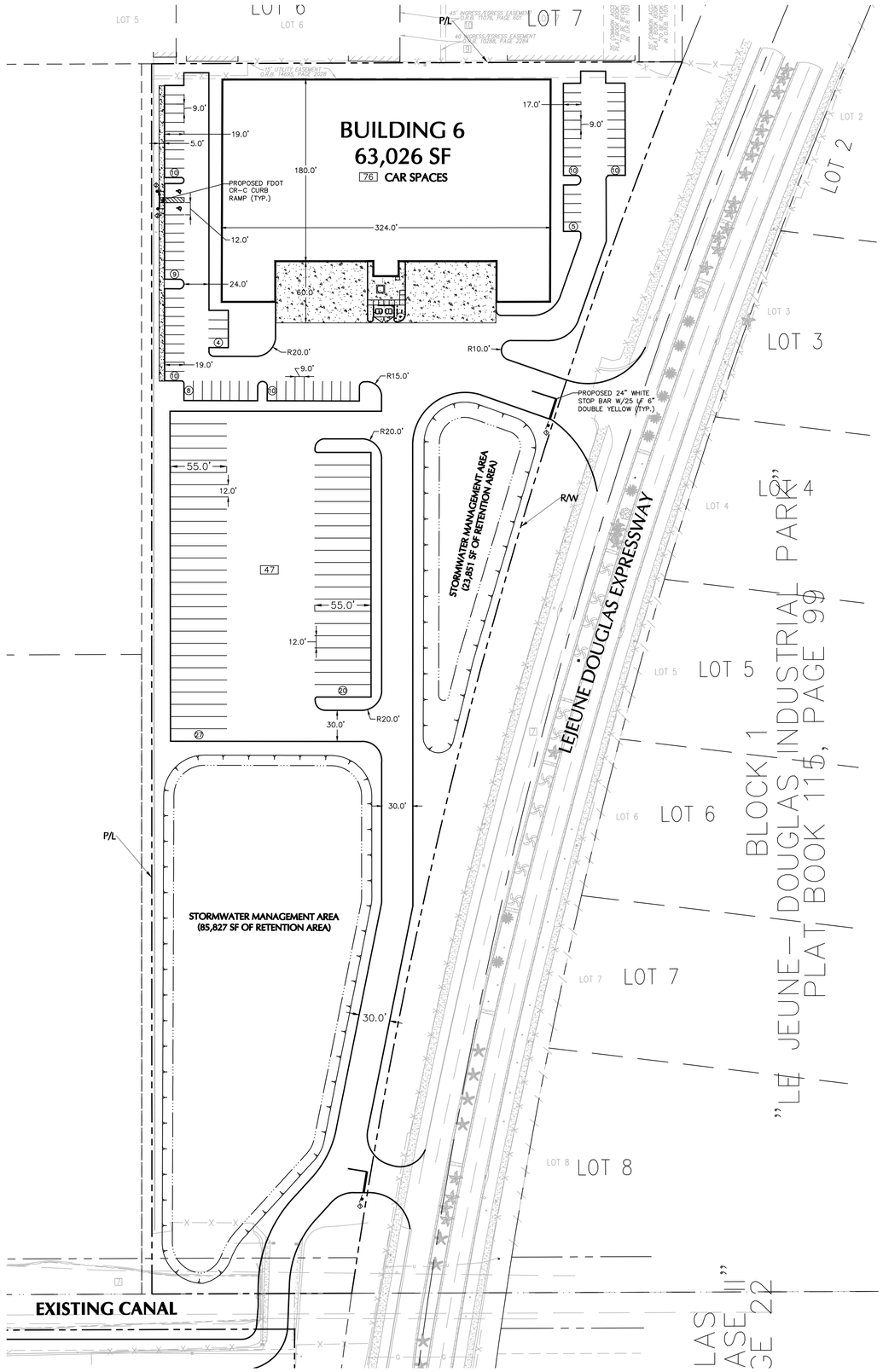
Drawing Title

PARTIAL SITE PLAN

Project No.	Drawing No.
330059104	C-300
Date: 03/29/2022	
Drawn By: CRV	
Checked By: MPC	0

LANGAN
Project No. 330059104

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CITY OF OPA-LOCKA ZONING TABLE ZONING DISTRICT: COMMERCIAL INTENSIVE BUSINESS DISTRICT (B-3) (1)			
	ITEM	PERMITTED/REQUIRED	PROPOSED LOT
SITE	Land Use:	Warehousing Facilities	Warehousing Facilities
	Lot Area: Min. Lot Area Min. Lot Frontage	10,000 SF (0.23 Acres) N/A	43.02 Acres +/-
BUILDING	Building Setbacks: Min. Front Min. Side Min. Rear Building Height/Stories: Maximum Building Coverage Maximum Impervious Coverage	15 FT 0 FT 15 FT 65 FT / 6 Stories N/A 80%	47 FT 67.2 FT 16.2 FT <45 FT / 3 Stories 45.86% 79.67% (3)
PARKING AND ACCESS	Minimum Yards: Min. Front yard Car Parking Space Size: Standard Space Size Car Parking Spaces: Min. Number of Spaces per Gross Floor Area Min. Number of Spaces Min. Aisle Width Storage of Vehicles Screen Fence Height Lot Accesses: Min. Driveway Separation Interior Landscape Area: Min. Interior Landscape Island Area	15 FT 10 FT x 20 FT SEE PARKING TABLE SEE PARKING TABLE 22 FT 6 FT 30 FT 10 SF / Parking Space = 7,860 SF 50 SF	83 FT 9 FT x 17 FT AND 9 FT X 19 FT AND 8.5 FT x 18 FT (2) SEE PARKING TABLE SEE PARKING TABLE 24 FT N/A 453 FT 10,424 SF 115 SF
NOTES	(1) All data referenced from Land Use Ordinance from City of Opa-Locka. (2) Variance required (3) Permeable pavers and pervous areas considered		

PARKING TABLE			
USE (RATIO)	SQUARE FOOTAGE	PERMITTED/REQUIRED	PROPOSED LOT
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TOTAL		480 SPACES	786 SPACES
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LEGEND

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- ACCESSIBLE PARKING SIGN
- BUILDING
- PARCEL BOUNDARY
- PROPOSED CURB TYPE "D"
- PERMEABLE PAVERS

60 0 20 40 60
SCALE: 1" = 60'

Date	Description	No.
Revisions		

SIGNATURE DATE SIGNED
MICHAEL CARR
PROFESSIONAL ENGINEER FL Lic. No. 72424

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Fort Lauderdale, FL 33301
T: 954.320.2100 F: 954.320.2101 www.langan.com
FPBE Registry NO. 00006601/LB8172/LB8198

Project
FOUNDRY - FLEA MARKET SITE
OPA LOCKA
MIAMI-DADE COUNTY FLORIDA

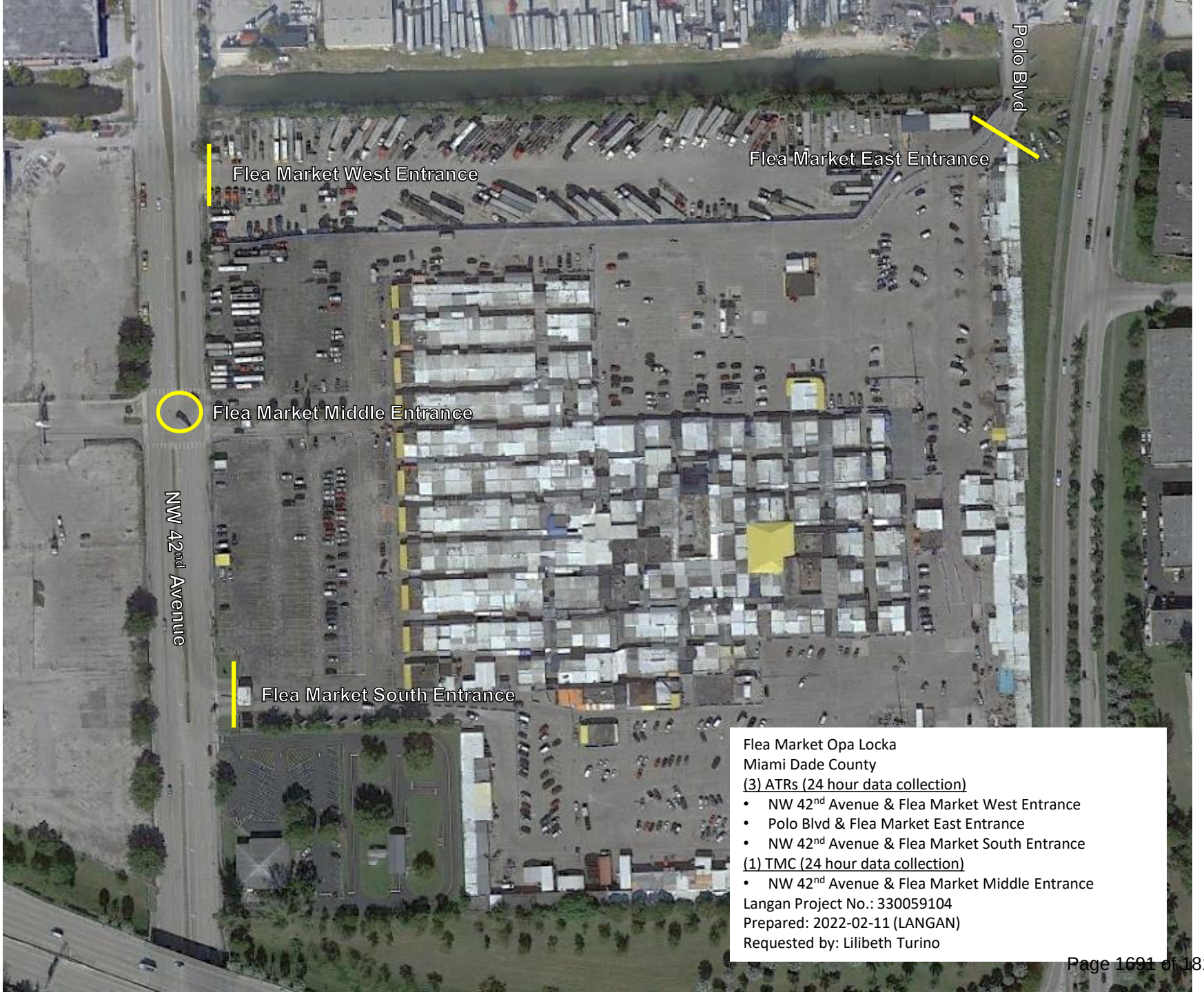
Drawing Title
PARTIAL SITE PLAN

Project No.	Drawing No.
330059104	C-300
Date: 03/29/2022	
Drawn By: CRV	
Checked By: MPC	0

LANGAN
Project No. 330059104

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ATTACHMENT C
TRAFFIC & DISTRIBUTION DATA



Flea Market Opa Locka
Miami Dade County
(3) ATRs (24 hour data collection)

- NW 42nd Avenue & Flea Market West Entrance
- Polo Blvd & Flea Market East Entrance
- NW 42nd Avenue & Flea Market South Entrance

(1) TMC (24 hour data collection)

- NW 42nd Avenue & Flea Market Middle Entrance

Langan Project No.: 330059104
Prepared: 2022-02-11 (LANGAN)
Requested by: Lilibeth Turino

National Data & Surveying Services

Intersection Turning Movement Count

Location: SR 953/NW 42nd Ave/N Le Jeune Rd & Flea Market Middle Entrance
City: Opa-locka
Control: 1-Way Stop(WB)

Project ID: 22-140135-001
Date: 3/29/2022

Total

NS/EW Streets:	SR 953/NW 42nd Ave/N Le Jeune Rd				SR 953/NW 42nd Ave/N Le Jeune Rd				Flea Market Middle Entrance				Flea Market Middle Entrance				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
12:00 AM	0	23	0	0	0	16	0	0	0	0	0	0	0	0	0	0	39
12:15 AM	0	12	0	0	0	16	0	0	0	0	0	0	0	0	0	0	28
12:30 AM	0	6	0	0	0	16	0	0	0	0	0	0	0	0	0	0	22
12:45 AM	0	10	0	0	0	7	0	0	0	0	0	0	0	0	0	0	17
1:00 AM	0	9	0	0	0	7	0	0	0	0	0	0	0	0	0	0	16
1:15 AM	0	9	0	0	0	4	0	1	0	0	0	0	0	0	0	0	14
1:30 AM	0	7	0	0	0	5	0	0	0	0	0	0	0	0	0	0	12
1:45 AM	0	1	0	0	0	8	0	0	0	0	0	0	0	0	0	0	9
2:00 AM	0	5	0	0	0	3	0	0	0	0	0	0	0	0	0	0	8
2:15 AM	0	9	0	0	0	5	0	1	0	0	0	0	0	0	0	0	15
2:30 AM	0	6	0	0	0	7	0	0	0	0	0	0	0	0	0	0	13
2:45 AM	0	7	0	0	0	3	0	0	0	0	0	0	0	0	0	0	10
3:00 AM	0	8	0	0	0	9	0	1	0	0	0	0	0	0	0	0	18
3:15 AM	0	11	0	0	0	6	0	0	0	0	0	0	0	0	0	0	17
3:30 AM	0	19	0	0	0	6	0	0	0	0	0	0	0	0	0	0	25
3:45 AM	0	12	0	0	0	7	0	0	0	0	0	0	0	0	0	0	19
4:00 AM	0	13	0	0	0	21	0	0	0	0	0	0	0	0	0	0	34
4:15 AM	0	19	0	0	0	16	0	2	0	0	0	0	0	0	0	0	37
4:30 AM	0	23	0	0	0	22	0	0	0	0	0	0	0	0	0	0	45
4:45 AM	0	27	0	0	1	18	0	2	0	0	0	0	0	0	1	0	49
5:00 AM	0	30	0	0	1	29	0	0	0	0	0	0	0	0	1	0	61
5:15 AM	0	65	0	0	1	29	0	0	0	0	0	0	1	0	0	0	96
5:30 AM	0	82	0	0	1	63	0	1	0	0	0	0	0	0	0	0	147
5:45 AM	0	137	0	0	0	81	0	1	0	0	0	0	0	0	0	0	219
6:00 AM	0	110	0	0	1	82	0	0	0	0	0	0	0	0	0	0	193
6:15 AM	0	122	0	0	0	127	0	3	0	0	0	0	0	0	0	0	252
6:30 AM	0	181	0	0	0	160	0	1	0	0	0	0	0	0	0	0	342
6:45 AM	0	236	1	2	2	199	0	3	0	0	0	0	0	0	1	0	444
7:00 AM	0	182	0	1	1	208	0	3	0	0	0	0	0	0	1	0	396
7:15 AM	0	185	0	0	1	191	0	3	0	0	0	0	0	0	2	0	382
7:30 AM	0	162	1	0	0	210	0	1	0	0	0	0	0	0	2	0	376
7:45 AM	0	212	0	2	4	233	0	2	0	0	0	0	1	0	0	0	454
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	1940	2	5	13	1814	0	25	0	0	0	0	2	0	8	0	3809
APPROACH %'s :	0.00%	99.64%	0.10%	0.26%	0.70%	97.95%	0.00%	1.35%					20.00%	0.00%	80.00%	0.00%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	0	741	1	3	6	842	0	9	0	0	0	0	1	0	5	0	1608
PEAK HR FACTOR :	0.000	0.874	0.250	0.375	0.375	0.903	0.000	0.750	0.000	0.000	0.000	0.000	0.250	0.000	0.625	0.000	0.885
		0.870				0.896								0.750			

NOON	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
8:00 AM	0	147	3	4	3	236	0	4	0	0	0	0	1	0	5	0	403
8:15 AM	0	138	1	5	5	249	0	3	0	0	0	0	2	0	0	0	403
8:30 AM	0	152	2	3	7	215	0	3	0	0	0	0	1	0	1	0	384
8:45 AM	0	156	6	7	8	194	0	1	0	0	0	0	0	0	2	0	374
9:00 AM	0	157	4	4	7	222	0	2	0	0	0	0	2	0	2	0	400
9:15 AM	0	112	5	11	6	176	0	1	0	0	0	0	2	0	2	0	315
9:30 AM	0	122	4	5	11	145	0	1	0	0	0	0	4	0	2	0	294
9:45 AM	0	150	5	7	16	138	0	2	0	0	0	0	4	0	9	0	331
10:00 AM	0	132	9	14	11	106	0	2	0	0	0	0	5	0	5	0	284
10:15 AM	0	117	3	11	10	132	0	1	0	0	0	0	4	0	14	0	292
10:30 AM	0	102	2	13	16	110	0	1	0	0	0	0	7	0	10	0	261
10:45 AM	0	124	2	15	17	114	0	3	0	0	0	0	2	0	7	0	284
11:00 AM	0	106	5	18	12	132	0	2	0	0	0	0	5	0	9	0	289
11:15 AM	0	139	5	24	20	142	0	5	0	0	0	0	4	0	14	1	354
11:30 AM	0	149	5	14	9	124	0	2	0	0	0	0	10	0	14	0	327
11:45 AM	0	132	3	18	15	112	0	2	0	0	0	0	12	0	11	0	305
12:00 PM	0	125	9	18	19	149	0	4	0	0	0	0	5	0	18	0	347
12:15 PM	0	135	4	17	19	127	0	6	0	0	0	0	6	0	12	0	326
12:30 PM	0	150	2	21	13	131	0	3	0	0	0	0	10	0	16	0	346
12:45 PM	0	126	3	18	11	117	0	3	0	0	0	0	10	0	16	0	304
1:00 PM	0	143	6	14	11	127	0	2	0	0	0	0	10	0	14	0	327
1:15 PM	0	157	5	16	11	166	0	3	0	0	0	0	8	0	10	0	376
1:30 PM	0	161	3	15	21	130	0	6	0	0	0	0	5	0	18	0	359
1:45 PM	0	139	5	22	13	145	0	2	0	0	0	0	7	0	9	0	342
2:00 PM	0	127	3	27	9	159	0	7	0	0	0	0	8	0	14	0	354
2:15 PM	0	143	3	17	12	133	0	3	0	0	0	0	9	0	9	0	329
2:30 PM	0	162	3	11	12	157	0	4	0	0	0	0	3	0	18	0	370
2:45 PM	0	136	2	18	11	152	0	1	0	0	0	0	5	0	12	0	337
3:00 PM	0	176	5	22	11	188	0	1	0	0	0	0	3	0	7	0	413
3:15 PM	0	176	4	13	24	160	0	6	0	0	0	0	11	0	16	0	410
3:30 PM	0	181	2	14	9	283	0	10	0	0	0	0	5	0	13	0	517
3:45 PM	0	194	10	13	9	201	0	2	0	0	0	0	7	0	15	0	451
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	4566	133	449	388	5072	0	98	0	0	0	0	177	0	324	1	11208
APPROACH %'s :	0.00%	88.69%	2.58%	8.72%	6.98%	91.26%	0.00%	1.76%					35.26%	0.00%	64.54%	0.20%	
PEAK HR :	03:00 PM - 04:00 PM																TOTAL
PEAK HR VOL :	0	727	21	62	53	832	0	19	0	0	0	0	26	0	51	0	1791
PEAK HR FACTOR :	0.000	0.937	0.525	0.705	0.552	0.735	0.000	0.475	0.000	0.000	0.000	0.000	0.591	0.000	0.797	0.000	0.866
		0.933				0.748								0.713			

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	0	215	5	30	14	222	0	1	0	0	0	0	6	0	14	0	507
4:15 PM	0	197	4	18	17	209	0	3	0	0	0	0	7	0	18	0	473
4:30 PM	0	224	4	12	11	292	0	0	0	0	0	0	7	0	18	0	568
4:45 PM	0	210	3	14	11	215	0	8	0	0	0	0	4	0	14	0	479
5:00 PM	0	221	5	19	8	266	0	6	0	0	0	0	6	0	14	0	545
5:15 PM	0	227	3	15	5	217	0	1	0	0	0	0	1	0	22	0	491
5:30 PM	0	220	1	19	10	205	0	0	0	0	0	0	10	0	10	0	475
5:45 PM	0	192	1	16	2	180	0	2	0	0	0	0	5	0	18	0	416
6:00 PM	0	196	0	20	6	207	0	0	0	0	0	0	8	0	12	0	449
6:15 PM	0	221	1	18	5	161	0	1	0	0	0	0	6	0	14	0	427
6:30 PM	0	152	0	13	2	125	0	2	0	0	0	0	9	0	14	0	317
6:45 PM	0	154	0	5	0	111	0	2	0	0	0	0	0	0	0	0	272
7:00 PM	0	134	0	6	0	99	0	3	0	0	0	0	0	0	0	0	242
7:15 PM	0	83	0	2	0	91	0	1	0	0	0	0	0	0	0	0	177
7:30 PM	0	99	0	4	0	71	0	0	0	0	0	0	0	0	0	0	174
7:45 PM	0	92	0	3	0	78	0	0	0	0	0	0	0	0	0	0	173
8:00 PM	0	91	0	4	0	79	0	0	0	0	0	0	0	0	0	0	174
8:15 PM	0	63	0	3	0	68	0	1	0	0	0	0	0	0	0	0	135
8:30 PM	0	70	0	2	0	59	0	0	0	0	0	0	0	0	0	0	131
8:45 PM	0	57	0	2	0	60	0	0	0	0	0	0	0	0	0	0	119
9:00 PM	0	60	0	1	0	51	0	0	0	0	0	0	0	0	0	0	112
9:15 PM	0	45	0	1	0	42	0	1	0	0	0	0	0	0	0	0	89
9:30 PM	0	48	0	5	0	26	0	0	0	0	0	0	0	0	0	0	79
9:45 PM	0	39	0	0	0	35	0	1	0	0	0	0	0	0	0	0	75
10:00 PM	0	39	0	1	0	35	0	0	0	0	0	0	0	0	0	0	75
10:15 PM	0	39	0	0	0	33	0	0	0	0	0	0	0	0	0	0	72
10:30 PM	0	25	0	0	0	31	0	1	0	0	0	0	0	0	0	0	57
10:45 PM	0	45	0	0	0	32	0	0	0	0	0	0	0	0	0	0	77
11:00 PM	0	28	0	0	0	47	0	0	0	0	0	0	0	0	0	0	75
11:15 PM	0	21	0	0	0	15	0	1	0	0	0	0	0	0	0	0	37
11:30 PM	0	13	0	0	0	16	0	0	0	0	0	0	0	0	0	0	29
11:45 PM	0	18	0	0	0	7	0	0	0	0	0	0	0	0	0	0	25
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	3538	27	233	91	3385	0	35	0	0	0	0	69	0	168	0	7546
APPROACH %'s :	0.00%	93.15%	0.71%	6.13%	2.59%	96.41%	0.00%	1.00%					29.11%	0.00%	70.89%	0.00%	
PEAK HR :	04:30 PM - 05:30 PM																TOTAL
PEAK HR VOL :	0	882	15	60	35	990	0	15	0	0	0	0	18	0	68	0	2083
PEAK HR FACTOR :	0.000	0.971	0.750	0.789	0.795	0.848	0.000	0.469	0.000	0.000	0.000	0.000	0.643	0.000	0.773	0.000	0.917
		0.977				0.858								0.860			

National Data & Surveying Services

Intersection Turning Movement Count

Location: SR 953/NW 42nd Ave/N Le Jeune Rd & Flea Market Middle Entrance
City: Opa-locka
Control: 1-Way Stop(WB)

Project ID: 22-140135-001
Date: 3/29/2022

Cars

NS/EW Streets:	SR 953/NW 42nd Ave/N Le Jeune Rd				SR 953/NW 42nd Ave/N Le Jeune Rd				Flea Market Middle Entrance				Flea Market Middle Entrance				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
12:00 AM	0	23	0	0	0	16	0	0	0	0	0	0	0	0	0	0	39
12:15 AM	0	11	0	0	0	16	0	0	0	0	0	0	0	0	0	0	27
12:30 AM	0	6	0	0	0	15	0	0	0	0	0	0	0	0	0	0	21
12:45 AM	0	10	0	0	0	7	0	0	0	0	0	0	0	0	0	0	17
1:00 AM	0	9	0	0	0	7	0	0	0	0	0	0	0	0	0	0	16
1:15 AM	0	9	0	0	0	4	0	1	0	0	0	0	0	0	0	0	14
1:30 AM	0	5	0	0	0	5	0	0	0	0	0	0	0	0	0	0	10
1:45 AM	0	1	0	0	0	7	0	0	0	0	0	0	0	0	0	0	8
2:00 AM	0	3	0	0	0	3	0	0	0	0	0	0	0	0	0	0	6
2:15 AM	0	8	0	0	0	3	0	1	0	0	0	0	0	0	0	0	12
2:30 AM	0	6	0	0	0	7	0	0	0	0	0	0	0	0	0	0	13
2:45 AM	0	6	0	0	0	1	0	0	0	0	0	0	0	0	0	0	7
3:00 AM	0	8	0	0	0	9	0	1	0	0	0	0	0	0	0	0	18
3:15 AM	0	10	0	0	0	6	0	0	0	0	0	0	0	0	0	0	16
3:30 AM	0	19	0	0	0	5	0	0	0	0	0	0	0	0	0	0	24
3:45 AM	0	12	0	0	0	7	0	0	0	0	0	0	0	0	0	0	19
4:00 AM	0	12	0	0	0	21	0	0	0	0	0	0	0	0	0	0	33
4:15 AM	0	18	0	0	0	15	0	1	0	0	0	0	0	0	0	0	34
4:30 AM	0	21	0	0	0	16	0	0	0	0	0	0	0	0	0	0	37
4:45 AM	0	26	0	0	1	16	0	2	0	0	0	0	0	0	1	0	46
5:00 AM	0	28	0	0	1	26	0	0	0	0	0	0	0	0	0	0	55
5:15 AM	0	64	0	0	1	24	0	0	0	0	0	0	1	0	0	0	90
5:30 AM	0	82	0	0	1	56	0	1	0	0	0	0	0	0	0	0	140
5:45 AM	0	132	0	0	0	76	0	1	0	0	0	0	0	0	0	0	209
6:00 AM	0	107	0	0	1	76	0	0	0	0	0	0	0	0	0	0	184
6:15 AM	0	119	0	0	0	123	0	3	0	0	0	0	0	0	0	0	245
6:30 AM	0	176	0	0	0	155	0	1	0	0	0	0	0	0	0	0	332
6:45 AM	0	230	1	2	2	195	0	3	0	0	0	0	0	0	1	0	434
7:00 AM	0	173	0	1	1	195	0	3	0	0	0	0	0	0	1	0	374
7:15 AM	0	173	0	0	1	179	0	3	0	0	0	0	0	0	1	0	357
7:30 AM	0	151	1	0	0	196	0	0	0	0	0	0	0	0	1	0	349
7:45 AM	0	203	0	2	4	220	0	2	0	0	0	0	0	0	0	0	431
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	1861	2	5	13	1707	0	23	0	0	0	0	1	0	5	0	3617
APPROACH %'s :	0.00%	99.63%	0.11%	0.27%	0.75%	97.93%	0.00%	1.32%					16.67%	0.00%	83.33%	0.00%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	0	700	1	3	6	790	0	8	0	0	0	0	0	0	3	0	1511
PEAK HR FACTOR :	0.00	0.862	0.250	0.375	0.375	0.898	0.000	0.667	0.000	0.000	0.000	0.000	0.000	0.000	0.750	0.000	0.876
		0.859				0.889									0.750		

NOON	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
8:00 AM	0	138	3	4	3	215	0	3	0	0	0	0	1	0	5	0	372
8:15 AM	0	128	1	4	5	229	0	1	0	0	0	0	2	0	0	0	370
8:30 AM	0	139	2	3	6	193	0	3	0	0	0	0	1	0	1	0	348
8:45 AM	0	143	5	5	8	175	0	0	0	0	0	0	0	0	2	0	338
9:00 AM	0	150	4	4	7	205	0	2	0	0	0	0	2	0	2	0	376
9:15 AM	0	104	5	11	6	164	0	1	0	0	0	0	1	0	2	0	294
9:30 AM	0	112	4	5	11	128	0	1	0	0	0	0	3	0	2	0	266
9:45 AM	0	135	5	7	14	126	0	2	0	0	0	0	3	0	9	0	301
10:00 AM	0	118	7	13	10	96	0	1	0	0	0	0	4	0	5	0	254
10:15 AM	0	106	3	11	10	113	0	1	0	0	0	0	4	0	12	0	260
10:30 AM	0	94	2	13	16	95	0	1	0	0	0	0	7	0	10	0	238
10:45 AM	0	110	2	14	16	96	0	2	0	0	0	0	2	0	5	0	247
11:00 AM	0	96	5	18	11	118	0	2	0	0	0	0	5	0	8	0	263
11:15 AM	0	130	5	24	20	127	0	5	0	0	0	0	3	0	14	1	329
11:30 AM	0	130	5	14	7	111	0	0	0	0	0	0	10	0	12	0	289
11:45 AM	0	109	3	18	15	97	0	2	0	0	0	0	12	0	10	0	266
12:00 PM	0	112	8	18	18	139	0	2	0	0	0	0	5	0	17	0	319
12:15 PM	0	125	4	17	19	109	0	5	0	0	0	0	6	0	12	0	297
12:30 PM	0	129	2	20	13	118	0	3	0	0	0	0	10	0	15	0	310
12:45 PM	0	115	3	18	11	107	0	3	0	0	0	0	10	0	15	0	281
1:00 PM	0	131	6	14	11	117	0	2	0	0	0	0	10	0	14	0	305
1:15 PM	0	144	5	16	11	146	0	1	0	0	0	0	8	0	10	0	341
1:30 PM	0	150	3	14	20	117	0	5	0	0	0	0	4	0	18	0	331
1:45 PM	0	124	5	21	12	133	0	2	0	0	0	0	6	0	8	0	311
2:00 PM	0	116	2	26	9	151	0	4	0	0	0	0	6	0	14	0	328
2:15 PM	0	131	3	17	12	125	0	2	0	0	0	0	9	0	9	0	308
2:30 PM	0	146	3	11	11	150	0	2	0	0	0	0	3	0	17	0	343
2:45 PM	0	121	2	18	10	139	0	1	0	0	0	0	5	0	12	0	308
3:00 PM	0	160	5	21	11	174	0	0	0	0	0	0	3	0	7	0	381
3:15 PM	0	159	3	13	24	151	0	6	0	0	0	0	10	0	16	0	382
3:30 PM	0	166	1	14	9	270	0	10	0	0	0	0	3	0	12	0	485
3:45 PM	0	182	10	13	8	196	0	2	0	0	0	0	7	0	14	0	432
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	4153	126	439	374	4630	0	76	0	0	0	0	165	0	309	1	10273
APPROACH %'s :	0.00%	88.02%	2.67%	9.30%	7.36%	91.14%	0.00%	1.50%					34.74%	0.00%	65.05%	0.21%	
PEAK HR :	03:00 PM - 04:00 PM																TOTAL
PEAK HR VOL :	0	667	19	61	52	791	0	18	0	0	0	0	23	0	49	0	1680
PEAK HR FACTOR :	0.00	0.916	0.475	0.726	0.542	0.732	0.000	0.450	0.000	0.000	0.000	0.000	0.575	0.000	0.766	0.000	0.866
		0.911				0.745									0.692		

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	0	200	5	29	14	216	0	1	0	0	0	0	6	0	13	0	484
4:15 PM	0	186	4	18	17	201	0	2	0	0	0	0	7	0	17	0	452
4:30 PM	0	212	4	12	11	284	0	0	0	0	0	0	7	0	17	0	547
4:45 PM	0	199	3	14	10	203	0	6	0	0	0	0	4	0	14	0	453
5:00 PM	0	210	4	18	8	251	0	6	0	0	0	0	6	0	13	0	516
5:15 PM	0	219	3	15	5	206	0	1	0	0	0	0	1	0	22	0	472
5:30 PM	0	200	1	19	7	201	0	0	0	0	0	0	10	0	10	0	448
5:45 PM	0	185	1	16	2	172	0	2	0	0	0	0	4	0	18	0	400
6:00 PM	0	186	0	20	5	200	0	0	0	0	0	0	8	0	11	0	430
6:15 PM	0	216	1	16	5	157	0	1	0	0	0	0	6	0	14	0	416
6:30 PM	0	148	0	13	2	120	0	2	0	0	0	0	9	0	14	0	308
6:45 PM	0	147	0	5	0	106	0	0	0	0	0	0	0	0	0	0	258
7:00 PM	0	127	0	6	0	95	0	3	0	0	0	0	0	0	0	0	231
7:15 PM	0	82	0	2	0	84	0	0	0	0	0	0	0	0	0	0	168
7:30 PM	0	93	0	4	0	66	0	0	0	0	0	0	0	0	0	0	163
7:45 PM	0	91	0	3	0	69	0	0	0	0	0	0	0	0	0	0	163
8:00 PM	0	85	0	4	0	75	0	0	0	0	0	0	0	0	0	0	164
8:15 PM	0	62	0	3	0	67	0	0	0	0	0	0	0	0	0	0	132
8:30 PM	0	67	0	2	0	57	0	0	0	0	0	0	0	0	0	0	126
8:45 PM	0	57	0	2	0	60	0	0	0	0	0	0	0	0	0	0	119
9:00 PM	0	60	0	1	0	50	0	0	0	0	0	0	0	0	0	0	111
9:15 PM	0	45	0	1	0	40	0	1	0	0	0	0	0	0	0	0	87
9:30 PM	0	44	0	5	0	26	0	0	0	0	0	0	0	0	0	0	75
9:45 PM	0	37	0	0	0	35	0	1	0	0	0	0	0	0	0	0	73
10:00 PM	0	39	0	1	0	34	0	0	0	0	0	0	0	0	0	0	74
10:15 PM	0	39	0	0	0	31	0	0	0	0	0	0	0	0	0	0	70
10:30 PM	0	23	0	0	0	31	0	1	0	0	0	0	0	0	0	0	55
10:45 PM	0	44	0	0	0	32	0	0	0	0	0	0	0	0	0	0	76
11:00 PM	0	28	0	0	0	47	0	0	0	0	0	0	0	0	0	0	75
11:15 PM	0	21	0	0	0	15	0	1	0	0	0	0	0	0	0	0	37
11:30 PM	0	13	0	0	0	16	0	0	0	0	0	0	0	0	0	0	29
11:45 PM	0	16	0	0	0	7	0	0	0	0	0	0	0	0	0	0	23
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	3381	26	229	86	3254	0	28	0	0	0	0	68	0	163	0	7235
APPROACH %'s :	0.00%	92.99%	0.72%	6.30%	2.55%	96.62%	0.00%	0.83%					29.44%	0.00%	70.56%	0.00%	
PEAK HR :	04:30 PM - 05:30 PM																TOTAL
PEAK HR VOL :	0	840	14	59	34	944	0	13	0	0	0	0	18	0	66	0	1988
PEAK HR FACTOR :	0.00	0.959	0.875	0.819	0.773	0.831	0.000	0.542	0.000	0.000	0.000	0.000	0.643	0.000	0.750	0.000	0.909
		0.963				0.840									0.875		

National Data & Surveying Services

Intersection Turning Movement Count

Location: SR 953/NW 42nd Ave/N Le Jeune Rd & Flea Market Middle Entrance
City: Opa-locka
Control: 1-Way Stop(WB)

Project ID: 22-140135-001
Date: 3/29/2022

HT

NS/EW Streets:	SR 953/NW 42nd Ave/N Le Jeune Rd				SR 953/NW 42nd Ave/N Le Jeune Rd				Flea Market Middle Entrance				Flea Market Middle Entrance				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
12:30 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:30 AM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
1:45 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
2:00 AM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
2:15 AM	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	3
2:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:45 AM	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	3
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:15 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
3:30 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
3:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
4:15 AM	0	1	0	0	0	1	0	1	0	0	0	0	0	0	0	0	3
4:30 AM	0	2	0	0	0	6	0	0	0	0	0	0	0	0	0	0	8
4:45 AM	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	3
5:00 AM	0	2	0	0	0	3	0	0	0	0	0	0	0	0	1	0	6
5:15 AM	0	1	0	0	0	5	0	0	0	0	0	0	0	0	0	0	6
5:30 AM	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	7
5:45 AM	0	5	0	0	0	5	0	0	0	0	0	0	0	0	0	0	10
6:00 AM	0	3	0	0	0	6	0	0	0	0	0	0	0	0	0	0	9
6:15 AM	0	3	0	0	0	4	0	0	0	0	0	0	0	0	0	0	7
6:30 AM	0	5	0	0	0	5	0	0	0	0	0	0	0	0	0	0	10
6:45 AM	0	6	0	0	0	4	0	0	0	0	0	0	0	0	0	0	10
7:00 AM	0	9	0	0	0	13	0	0	0	0	0	0	0	0	0	0	22
7:15 AM	0	12	0	0	0	12	0	0	0	0	0	0	0	0	1	0	25
7:30 AM	0	11	0	0	0	14	0	1	0	0	0	0	0	0	1	0	27
7:45 AM	0	9	0	0	0	13	0	0	0	0	0	0	1	0	0	0	23
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	79	0	0	0	107	0	2	0	0	0	0	1	0	3	0	192
APPROACH %'s :	0.00%	100.00%	0.00%	0.00%	0.00%	98.17%	0.00%	1.83%					25.00%	0.00%	75.00%	0.00%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	0	41	0	0	0	52	0	1	0	0	0	0	1	0	2	0	97
PEAK HR FACTOR :	0.000	0.854	0.000	0.000	0.000	0.929	0.000	0.250	0.000	0.000	0.000	0.000	0.250	0.000	0.500	0.000	0.898
		0.854				0.883								0.750			

NOON	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
8:00 AM	0	9	0	0	0	21	0	1	0	0	0	0	0	0	0	0	31
8:15 AM	0	10	0	1	0	20	0	2	0	0	0	0	0	0	0	0	33
8:30 AM	0	13	0	0	1	22	0	0	0	0	0	0	0	0	0	0	36
8:45 AM	0	13	1	2	0	19	0	1	0	0	0	0	0	0	0	0	36
9:00 AM	0	7	0	0	0	17	0	0	0	0	0	0	0	0	0	0	24
9:15 AM	0	8	0	0	0	12	0	0	0	0	0	0	1	0	0	0	21
9:30 AM	0	10	0	0	0	17	0	0	0	0	0	0	1	0	0	0	28
9:45 AM	0	15	0	0	2	12	0	0	0	0	0	0	1	0	0	0	30
10:00 AM	0	14	2	1	1	10	0	1	0	0	0	0	1	0	0	0	30
10:15 AM	0	11	0	0	0	19	0	0	0	0	0	0	0	0	2	0	32
10:30 AM	0	8	0	0	0	15	0	0	0	0	0	0	0	0	0	0	23
10:45 AM	0	14	0	1	1	18	0	1	0	0	0	0	0	0	2	0	37
11:00 AM	0	10	0	0	1	14	0	0	0	0	0	0	0	0	1	0	26
11:15 AM	0	9	0	0	0	15	0	0	0	0	0	0	1	0	0	0	25
11:30 AM	0	19	0	0	2	13	0	2	0	0	0	0	0	0	2	0	38
11:45 AM	0	23	0	0	0	15	0	0	0	0	0	0	0	0	1	0	39
12:00 PM	0	13	1	0	1	10	0	2	0	0	0	0	0	0	1	0	28
12:15 PM	0	10	0	0	0	18	0	1	0	0	0	0	0	0	0	0	29
12:30 PM	0	21	0	1	0	13	0	0	0	0	0	0	0	0	1	0	36
12:45 PM	0	11	0	0	0	10	0	1	0	0	0	0	0	0	1	0	23
1:00 PM	0	12	0	0	0	10	0	0	0	0	0	0	0	0	0	0	22
1:15 PM	0	13	0	0	0	20	0	2	0	0	0	0	0	0	0	0	35
1:30 PM	0	11	0	1	1	13	0	1	0	0	0	0	1	0	0	0	28
1:45 PM	0	15	0	1	1	12	0	0	0	0	0	0	1	0	1	0	31
2:00 PM	0	11	1	1	0	8	0	3	0	0	0	0	2	0	0	0	26
2:15 PM	0	12	0	0	0	8	0	1	0	0	0	0	0	0	0	0	21
2:30 PM	0	16	0	0	1	7	0	2	0	0	0	0	0	0	1	0	27
2:45 PM	0	15	0	0	1	13	0	0	0	0	0	0	0	0	0	0	29
3:00 PM	0	16	0	1	0	14	0	1	0	0	0	0	0	0	0	0	32
3:15 PM	0	17	1	0	0	9	0	0	0	0	0	0	1	0	0	0	28
3:30 PM	0	15	1	0	0	13	0	0	0	0	0	0	2	0	1	0	32
3:45 PM	0	12	0	0	1	5	0	0	0	0	0	0	0	0	1	0	19
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	413	7	10	14	442	0	22	0	0	0	0	12	0	15	0	935
APPROACH %'s :	0.00%	96.05%	1.63%	2.33%	2.93%	92.47%	0.00%	4.60%					44.44%	0.00%	55.56%	0.00%	
PEAK HR :	03:00 PM - 04:00 PM																TOTAL
PEAK HR VOL :	0	60	2	1	1	41	0	1	0	0	0	0	3	0	2	0	111
PEAK HR FACTOR :	0.00	0.882	0.500	0.250	0.250	0.732	0.000	0.250	0.000	0.000	0.000	0.000	0.375	0.000	0.500	0.000	0.867
		0.875				0.717								0.417			

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	0	15	0	1	0	6	0	0	0	0	0	0	0	0	1	0	23
4:15 PM	0	11	0	0	0	8	0	1	0	0	0	0	0	0	1	0	21
4:30 PM	0	12	0	0	0	8	0	0	0	0	0	0	0	0	1	0	21
4:45 PM	0	11	0	0	1	12	0	2	0	0	0	0	0	0	0	0	26
5:00 PM	0	11	1	1	0	15	0	0	0	0	0	0	0	0	1	0	29
5:15 PM	0	8	0	0	0	11	0	0	0	0	0	0	0	0	0	0	19
5:30 PM	0	20	0	0	3	4	0	0	0	0	0	0	0	0	0	0	27
5:45 PM	0	7	0	0	0	8	0	0	0	0	0	0	1	0	0	0	16
6:00 PM	0	10	0	0	1	7	0	0	0	0	0	0	0	0	1	0	19
6:15 PM	0	5	0	2	0	4	0	0	0	0	0	0	0	0	0	0	11
6:30 PM	0	4	0	0	0	5	0	0	0	0	0	0	0	0	0	0	9
6:45 PM	0	7	0	0	0	5	0	2	0	0	0	0	0	0	0	0	14
7:00 PM	0	7	0	0	0	4	0	0	0	0	0	0	0	0	0	0	11
7:15 PM	0	1	0	0	0	7	0	1	0	0	0	0	0	0	0	0	9
7:30 PM	0	6	0	0	0	5	0	0	0	0	0	0	0	0	0	0	11
7:45 PM	0	1	0	0	0	9	0	0	0	0	0	0	0	0	0	0	10
8:00 PM	0	6	0	0	0	4	0	0	0	0	0	0	0	0	0	0	10
8:15 PM	0	1	0	0	0	1	0	1	0	0	0	0	0	0	0	0	3
8:30 PM	0	3	0	0	0	2	0	0	0	0	0	0	0	0	0	0	5
8:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 PM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
9:15 PM	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2
9:30 PM	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
9:45 PM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
10:00 PM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
10:15 PM	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2
10:30 PM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
10:45 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 PM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	157	1	4	5	131	0	7	0	0	0	0	1	0	5	0	311
APPROACH %'s :	0.00%	96.91%	0.62%	2.47%	3.50%	91.61%	0.00%	4.90%					16.67%	0.00%	83.33%	0.00%	
PEAK HR :	04:30 PM - 05:30 PM																TOTAL
PEAK HR VOL :	0	42	1	1	1	46	0	2	0	0	0	0	0	0	2	0	95
PEAK HR FACTOR :	0.00	0.875	0.250	0.250	0.250	0.767	0.000	0.250	0.000	0.000	0.000	0.000	0.000	0.000	0.500	0.000	0.819
		0.846				0.817								0.500			

National Data & Surveying Services

Intersection Turning Movement Count

Location: SR 953/NW 42nd Ave/N Le Jeune Rd & Flea Market Middle Entrance
City: Opa-locka
Control: 1-Way Stop(WB)

Project ID: 22-140135-001
Date: 3/29/2022

Bikes

NS/EW Streets:	SR 953/NW 42nd Ave/N Le Jeune Rd				SR 953/NW 42nd Ave/N Le Jeune Rd				Flea Market Middle Entrance				Flea Market Middle Entrance				
AM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0	2
7:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	2	0	0	0	0	0	0	0	0	0	0	0	0	1	0	3
APPROACH %'s :	0.00%	100.00%	0.00%	0.00%									0.00%	0.00%	100.00%	0.00%	
PEAK HR :	07:00 AM - 08:00 AM																TOTAL
PEAK HR VOL :	0	2	0	0	0	0	0	0	0	0	0	0	0	0	1	0	3
PEAK HR FACTOR :	0.000	0.500	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.250	0.000	0.375
		0.500													0.250		

NOON	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
8:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
8:15 AM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:15 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
9:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:45 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
12:30 PM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:30 PM	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
2:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	5	0	0	1	3	0	0	0	0	0	0	0	0	1	0	10
APPROACH %'s :	0.00%	100.00%	0.00%	0.00%	25.00%	75.00%	0.00%	0.00%					0.00%	0.00%	100.00%	0.00%	
PEAK HR :	03:00 PM - 04:00 PM																TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
PEAK HR FACTOR :	0.00	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.250	0.000	0.250
															0.250		

PM	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
4:00 PM	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
6:15 PM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
6:30 PM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
6:45 PM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
7:00 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
7:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
8:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15 PM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
8:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	SL	ST	SR	SU	EL	ET	ER	EU	WL	WT	WR	WU	TOTAL
TOTAL VOLUMES :	0	3	0	0	0	8	0	0	0	0	0	0	1	0	0	0	12
APPROACH %'s :	0.00%	100.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%					100.00%	0.00%	0.00%	0.00%	
PEAK HR :	04:30 PM - 05:30 PM																TOTAL
PEAK HR VOL :	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
PEAK HR FACTOR :	0.00	0.000	0.000	0.000	0.000	0.250	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.250
						0.250											

National Data & Surveying Services

Intersection Turning Movement Count

Location: SR 953/NW 42nd Ave/N Le Jeune Rd & Flea Market Middle Entrance **Project ID:** 22-140135-001
City: Opa-locka **Date:** 3/29/2022

Pedestrians (Crosswalks)

NS/EW Streets:	SR 953/NW 42nd Ave/N Le Jeune Rd		SR 953/NW 42nd Ave/N Le Jeune Rd		Flea Market Middle Entrance		Flea Market Middle Entrance		
AM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
12:00 AM	0	0	0	0	0	0	0	0	0
12:15 AM	0	0	0	0	0	0	0	0	0
12:30 AM	0	0	0	0	0	0	0	0	0
12:45 AM	0	0	0	0	0	0	0	0	0
1:00 AM	0	0	0	0	0	0	0	0	0
1:15 AM	0	0	0	0	0	0	0	0	0
1:30 AM	0	0	0	0	0	0	0	0	0
1:45 AM	0	0	0	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0	0
2:15 AM	0	0	0	0	0	0	0	0	0
2:30 AM	0	0	0	0	0	0	0	0	0
2:45 AM	0	0	0	0	0	0	0	0	0
3:00 AM	0	0	0	0	0	0	0	0	0
3:15 AM	0	0	0	0	0	0	0	0	0
3:30 AM	0	0	0	0	0	0	0	0	0
3:45 AM	0	0	0	0	0	0	0	0	0
4:00 AM	0	0	0	0	0	0	0	0	0
4:15 AM	0	0	0	0	0	0	0	0	0
4:30 AM	0	0	0	0	0	0	0	0	0
4:45 AM	0	0	0	0	0	0	0	0	0
5:00 AM	0	0	0	0	0	0	0	0	0
5:15 AM	0	0	0	0	0	0	0	0	0
5:30 AM	0	0	0	0	0	1	0	0	1
5:45 AM	0	0	0	0	0	0	0	0	0
6:00 AM	0	0	0	0	0	0	0	0	0
6:15 AM	0	0	0	0	0	0	0	0	0
6:30 AM	0	0	0	0	0	0	0	0	0
6:45 AM	0	0	0	0	1	0	0	0	1
7:00 AM	0	0	0	0	2	0	0	0	2
7:15 AM	0	0	0	0	0	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0
7:45 AM	0	0	0	0	0	0	0	0	0
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	0	0	0	0	3	1	0	0	4
APPROACH %'s :					75.00%	25.00%			
PEAK HR :	07:00 AM - 08:00 AM								TOTAL
PEAK HR VOL :	0	0	0	0	2	0	0	0	2
PEAK HR FACTOR :					0.250				0.250
					0.250				

NOON	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
8:00 AM	1	0	0	0	0	0	0	0	1
8:15 AM	0	0	0	0	0	0	0	0	0
8:30 AM	0	0	0	0	0	0	0	0	0
8:45 AM	0	0	0	0	0	0	0	0	0
9:00 AM	0	0	0	0	0	0	0	0	0
9:15 AM	1	0	0	0	0	0	0	0	1
9:30 AM	0	0	0	0	0	0	0	0	0
9:45 AM	0	0	0	0	0	0	0	0	0
10:00 AM	0	0	0	0	0	0	0	0	0
10:15 AM	0	0	0	0	1	0	0	0	1
10:30 AM	0	1	0	0	0	0	0	0	1
10:45 AM	0	0	0	0	0	0	0	0	0
11:00 AM	0	0	0	0	0	0	0	0	0
11:15 AM	0	0	0	0	0	0	0	0	0
11:30 AM	0	0	0	0	0	0	0	0	0
11:45 AM	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	1	0	0	1
12:15 PM	0	0	0	0	0	0	0	0	0
12:30 PM	0	0	0	0	0	0	0	0	0
12:45 PM	0	0	0	0	0	0	0	0	0
1:00 PM	0	0	0	0	0	0	0	0	0
1:15 PM	0	0	0	0	0	0	0	0	0
1:30 PM	0	0	0	0	0	0	0	0	0
1:45 PM	0	0	0	0	0	0	0	0	0
2:00 PM	0	0	0	0	0	0	0	0	0
2:15 PM	0	0	0	0	0	0	0	0	0
2:30 PM	0	0	0	0	0	0	0	0	0
2:45 PM	0	0	0	0	0	0	0	0	0
3:00 PM	0	0	0	0	0	0	0	0	0
3:15 PM	0	0	0	0	0	0	0	0	0
3:30 PM	0	0	0	0	0	0	0	0	0
3:45 PM	0	0	0	0	0	0	0	0	0
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	2	1	0	0	1	1	0	0	5
APPROACH %'s :	66.67%	33.33%			50.00%	50.00%			
PEAK HR :	03:00 PM - 04:00 PM								TOTAL
PEAK HR VOL :	0	0	0	0	0	0	0	0	0
PEAK HR FACTOR :									

PM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
4:00 PM	0	0	0	0	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0
5:00 PM	0	0	0	0	2	0	0	0	2
5:15 PM	0	0	0	0	1	0	0	0	1
5:30 PM	0	1	0	0	0	0	0	0	1
5:45 PM	0	0	0	0	0	0	0	0	0
6:00 PM	0	0	0	0	0	0	0	0	0
6:15 PM	0	0	0	0	0	0	0	0	0
6:30 PM	0	0	0	0	0	0	0	0	0
6:45 PM	0	0	0	0	0	0	0	0	0
7:00 PM	0	0	0	0	0	0	0	0	0
7:15 PM	0	0	0	0	2	0	0	0	2
7:30 PM	0	0	0	0	0	0	0	0	0
7:45 PM	0	0	0	0	0	0	0	0	0
8:00 PM	0	0	0	0	0	0	0	0	0
8:15 PM	0	0	0	0	0	0	0	0	0
8:30 PM	0	0	0	0	0	0	0	0	0
8:45 PM	0	0	0	0	0	0	0	0	0
9:00 PM	0	0	0	0	0	0	0	0	0
9:15 PM	0	0	0	0	0	0	0	0	0
9:30 PM	0	0	0	0	0	0	0	0	0
9:45 PM	0	0	0	0	0	0	0	0	0
10:00 PM	0	0	0	0	0	0	0	0	0
10:15 PM	0	0	0	0	0	0	0	0	0
10:30 PM	0	0	0	0	0	0	0	0	0
10:45 PM	0	0	0	0	0	0	0	0	0
11:00 PM	0	0	0	0	0	0	0	0	0
11:15 PM	0	0	0	0	0	0	0	0	0
11:30 PM	0	0	0	0	0	0	0	0	0
11:45 PM	0	0	0	0	0	0	0	0	0
	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL
TOTAL VOLUMES :	0	1	0	0	5	0	0	0	6
APPROACH %'s :	0.00%	100.00%			100.00%	0.00%			
PEAK HR :	04:30 PM - 05:30 PM								TOTAL
PEAK HR VOL :	0	0	0	0	3	0	0	0	3
PEAK HR FACTOR :					0.375				0.375
					0.375				

SR 953/NW 42nd Ave/N Le Jeune Rd & Flea Market Middle Entrance

Peak Hour Turning Movement Count

ID: 22-140135-001
City: Opa-locka

Day: Tuesday
Date: 03/29/2022

PEAK HOURS
07:00 AM - 08:00 AM
03:00 PM - 04:00 PM
04:30 PM - 05:30 PM

COUNT PERIODS
12:00 AM - 08:00 AM
08:00 AM - 04:00 PM
04:00 PM - 12:00 AM

SOUTHBOUND — SR 953/NW 42nd Ave/N Le Jeune Rd

AM	0	842	6	9	755	AM
NOON	0	832	53	19	797	NOON
PM	0	990	35	15	965	PM

EASTBOUND — Flea Market Middle Entrance

AM	NOON	PM
0	0	0
0	0	0
0	0	0
0	0	0
0	0	0

WESTBOUND — Flea Market Middle Entrance

PM	NOON	AM
68	51	5
0	0	0
18	26	1
0	0	0
50	74	7

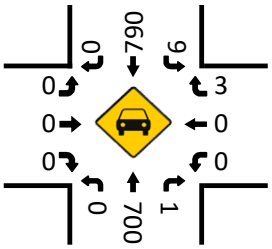
NORTHBOUND — SR 953/NW 42nd Ave/N Le Jeune Rd

PM	1068	60	0	882	15	PM
NOON	920	62	0	727	21	NOON
AM	846	3	0	741	1	AM

CONTROL: 1-Way Stop(WB)

TEV	1608	1791	2083
	AM	NOON	PM
PHF	0.89	0.87	0.92

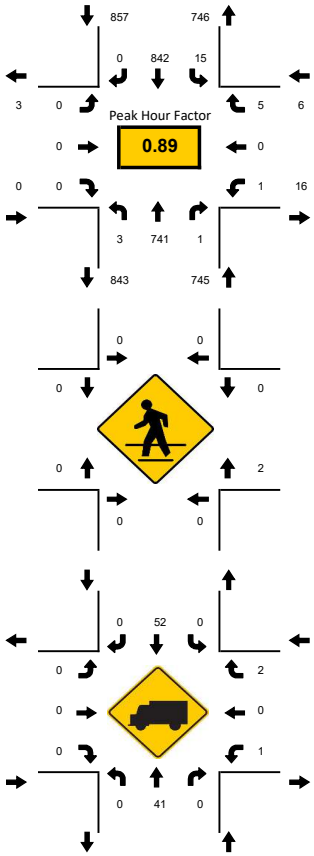
Cars (AM)


0 0 0
0 0 0
0 0 0

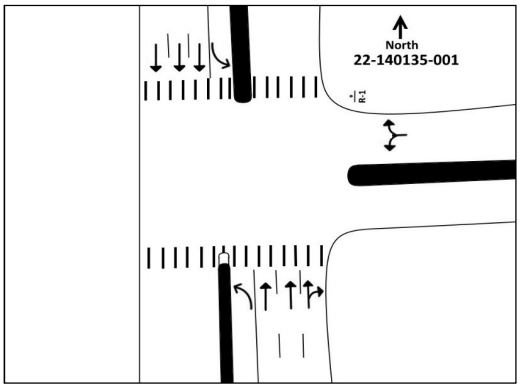
LOCATION: SR 953/NW 42nd Ave/N Le Jeune Rd & Flea Market Middle Entrance
CITY/STATE: Opa-locka, FL

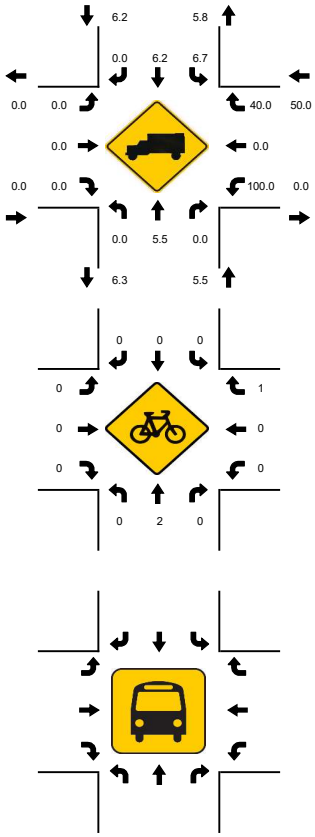
PROJECT ID: 22-140135-001
DATE: 03/29/2022

Peak-Hour: 07:00 AM - 08:00 AM
Peak 15-Minute: 07:45 AM - 08:00 AM



National Data & Surveying Services





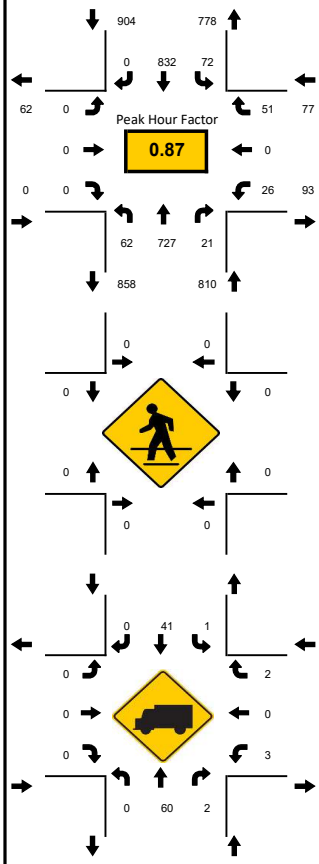
15-Min Count Period Beginning At	SR 953/NW 42nd Ave/N Le Jeune Rd Northbound					SR 953/NW 42nd Ave/N Le Jeune Rd Southbound					Flea Market Middle Entrance Eastbound					Flea Market Middle Entrance Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
12:00 AM	0	23	0	0		0	16	0	0		0	0	0	0		0	0	0	0		39	106
12:15 AM	0	12	0	0		0	16	0	0		0	0	0	0		0	0	0	0		28	83
12:30 AM	0	6	0	0		0	16	0	0		0	0	0	0		0	0	0	0		22	69
12:45 AM	0	10	0	0		0	7	0	0		0	0	0	0		0	0	0	0		17	59
01:00 AM	0	9	0	0		0	7	0	0		0	0	0	0		0	0	0	0		16	51
01:15 AM	0	9	0	0		0	4	0	1		0	0	0	0		0	0	0	0		14	43
01:30 AM	0	7	0	0		0	5	0	0		0	0	0	0		0	0	0	0		12	44
01:45 AM	0	1	0	0		0	8	0	0		0	0	0	0		0	0	0	0		9	45
02:00 AM	0	5	0	0		0	3	0	0		0	0	0	0		0	0	0	0		8	46
02:15 AM	0	9	0	0		0	5	0	1		0	0	0	0		0	0	0	0		15	56
02:30 AM	0	6	0	0		0	7	0	0		0	0	0	0		0	0	0	0		13	58
02:45 AM	0	7	0	0		0	3	0	0		0	0	0	0		0	0	0	0		10	70
03:00 AM	0	8	0	0		0	9	0	1		0	0	0	0		0	0	0	0		18	79
03:15 AM	0	11	0	0		0	6	0	0		0	0	0	0		0	0	0	0		17	95
03:30 AM	0	19	0	0		0	6	0	0		0	0	0	0		0	0	0	0		25	115
03:45 AM	0	12	0	0		0	7	0	0		0	0	0	0		0	0	0	0		19	135
04:00 AM	0	13	0	0		0	21	0	0		0	0	0	0		0	0	0	0		34	165
04:15 AM	0	19	0	0		0	16	0	2		0	0	0	0		0	0	0	0		37	192
04:30 AM	0	23	0	0		0	22	0	0		0	0	0	0		0	0	0	0		45	251
04:45 AM	0	27	0	0		1	18	0	2		0	0	0	0		0	0	1	0		49	353
05:00 AM	0	30	0	0		1	29	0	0		0	0	0	0		0	0	1	0		61	523
05:15 AM	0	65	0	0		1	29	0	0		0	0	0	0		1	0	0	0		96	655
05:30 AM	0	82	0	0		1	63	0	1		0	0	0	0		0	0	0	0		147	811
05:45 AM	0	137	0	0		0	81	0	1		0	0	0	0		0	0	0	0		219	1006
06:00 AM	0	110	0	0		1	82	0	0		0	0	0	0		0	0	0	0		193	1231
06:15 AM	0	122	0	0		0	127	0	3		0	0	0	0		0	0	0	0		252	1434
06:30 AM	0	181	0	0		0	160	0	1		0	0	0	0		0	0	0	0		342	1564
06:45 AM	0	236	1	2		2	199	0	3		0	0	0	0		0	0	1	0		444	1598
07:00 AM	0	182	0	1		1	208	0	3		0	0	0	0		0	0	1	0		396	1608
07:15 AM	0	185	0	0		1	191	0	3		0	0	0	0		0	0	2	0		382	1212
07:30 AM	0	162	1	0		0	210	0	1		0	0	0	0		0	0	2	0		376	830
07:45 AM	0	212	0	2		4	233	0	2		0	0	0	0		1	0	0	0		454	454

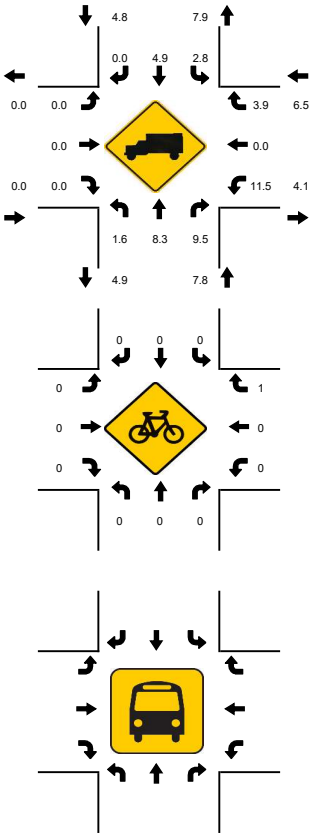
Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	0	848	4	8		16	932	0	12		0	0	0	0		4	0	8	0		**1832**
Heavy Trucks	0	48	0			0	56	0			0	0	0			4	0	4			**112**
Pedestrians		0					0					0					8				**8**
Bicycles	0	4	0			0	0	0			0	0	0			0	0	4			**8**
Railroad Stopped Buses																					

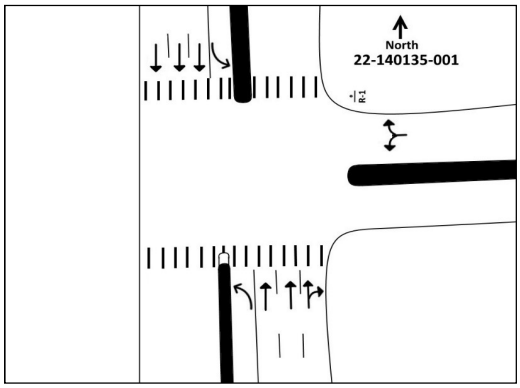
LOCATION: SR 953/NW 42nd Ave/N Le Jeune Rd & Flea Market Middle Entrance
CITY/STATE: Opa-locka, FL

PROJECT ID: 22-140135-001
DATE: 03/29/2022

Peak-Hour: 03:00 PM - 04:00 PM
Peak 15-Minute: 03:30 PM - 03:45 PM







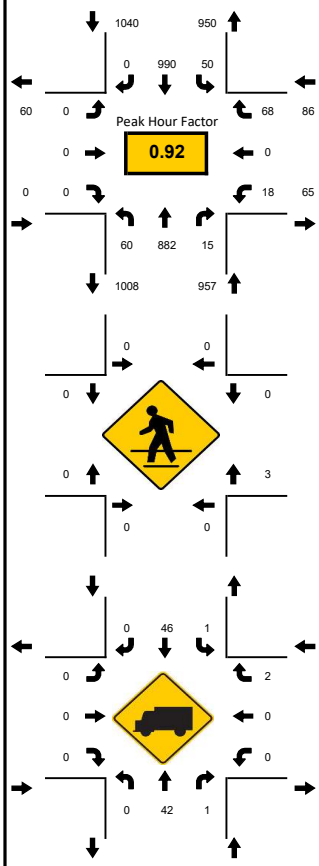
15-Min Count Period Beginning At	SR 953/NW 42nd Ave/N Le Jeune Northbound					SR 953/NW 42nd Ave/N Le Jeune Southbound					Flea Market Middle Entrance Eastbound					Flea Market Middle Entrance Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
08:00 AM	0	147	3	4		3	236	0	4		0	0	0	0		1	0	5	0		395	1534
08:15 AM	0	138	1	5		5	249	0	3		0	0	0	0		2	0	0	0		395	1533
08:30 AM	0	152	2	3		7	215	0	3		0	0	0	0		1	0	1	0		378	1441
08:45 AM	0	156	6	7		8	194	0	1		0	0	0	0		0	0	2	0		366	1351
09:00 AM	0	157	4	4		7	222	0	2		0	0	0	0		2	0	2	0		394	1307
09:15 AM	0	112	5	11		6	176	0	1		0	0	0	0		2	0	2	0		303	1181
09:30 AM	0	122	4	5		11	145	0	1		0	0	0	0		4	0	2	0		288	1158
09:45 AM	0	150	5	7		16	138	0	2		0	0	0	0		4	0	9	0		322	1117
10:00 AM	0	132	9	14		11	106	0	2		0	0	0	0		5	0	5	0		268	1061
10:15 AM	0	117	3	11		10	132	0	1		0	0	0	0		4	0	14	0		280	1062
10:30 AM	0	102	2	13		16	110	0	1		0	0	0	0		7	0	10	0		247	1106
10:45 AM	0	124	2	15		17	114	0	3		0	0	0	0		2	0	7	0		266	1170
11:00 AM	0	106	5	18		12	132	0	2		0	0	0	0		5	0	9	0		269	1189
11:15 AM	0	139	5	24		20	142	0	5		0	0	0	0		4	0	14	1		324	1245
11:30 AM	0	149	5	14		9	124	0	2		0	0	0	0		10	0	14	0		311	1224
11:45 AM	0	132	3	18		15	112	0	2		0	0	0	0		12	0	11	0		285	1235
12:00 PM	0	125	9	18		19	149	0	4		0	0	0	0		5	0	18	0		325	1233
12:15 PM	0	135	4	17		19	127	0	6		0	0	0	0		6	0	12	0		303	1219
12:30 PM	0	150	2	21		13	131	0	3		0	0	0	0		10	0	16	0		322	1273
12:45 PM	0	126	3	18		11	117	0	3		0	0	0	0		10	0	16	0		283	1289
01:00 PM	0	143	6	14		11	127	0	2		0	0	0	0		10	0	14	0		311	1324
01:15 PM	0	157	5	16		11	166	0	3		0	0	0	0		8	0	10	0		357	1333
01:30 PM	0	161	3	15		21	130	0	6		0	0	0	0		5	0	18	0		338	1285
01:45 PM	0	139	5	22		13	145	0	2		0	0	0	0		7	0	9	0		318	1302
02:00 PM	0	127	3	27		9	159	0	7		0	0	0	0		8	0	14	0		320	1302
02:15 PM	0	143	3	17		12	133	0	3		0	0	0	0		9	0	9	0		309	1372
02:30 PM	0	162	3	11		12	157	0	4		0	0	0	0		3	0	18	0		355	1454
02:45 PM	0	136	2	18		11	152	0	1		0	0	0	0		5	0	12	0		318	1592
03:00 PM	0	176	5	22		11	188	0	1		0	0	0	0		3	0	7	0		390	1710
03:15 PM	0	176	4	13		24	160	0	6		0	0	0	0		11	0	16	0		391	1320
03:30 PM	0	181	2	14		9	283	0	10		0	0	0	0		5	0	13	0		493	929
03:45 PM	0	194	10	13		9	201	0	2		0	0	0	0		7	0	15	0		436	2588

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	0	776	40	88		96	1132	0	40		0	0	0	0		44	0	64	0		**2280**
Heavy Trucks	0	68	4			4	56	0			0	0	0			8	0	4			**144**
Pedestrians		0					0					0					0				**0**
Bicycles	0	0	0			0	0	0			0	0	0			0	0	4			**4**
Railroad																					
Stopped Buses																					

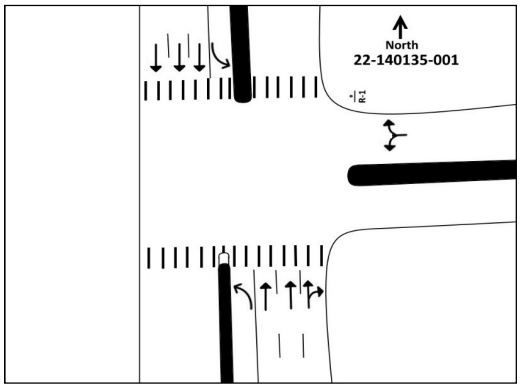
LOCATION: SR 953/NW 42nd Ave/N Le Jeune Rd & Flea Market Middle Entrance
CITY/STATE: Opa-locka, FL

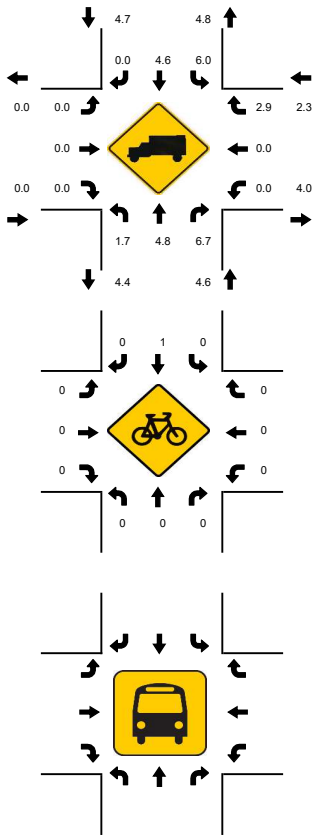
PROJECT ID: 22-140135-001
DATE: 03/29/2022

Peak-Hour: 04:30 PM - 05:30 PM
Peak 15-Minute: 04:30 PM - 04:45 PM



National Data & Surveying Services





15-Min Count Period Beginning At	SR 953/NW 42nd Ave/N Le Jeune Northbound					SR 953/NW 42nd Ave/N Le Jeune Southbound					Flea Market Middle Entrance Eastbound					Flea Market Middle Entrance Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
04:00 PM	0	215	5	30		14	222	0	1		0	0	0	0		6	0	14	0		507	2027
04:15 PM	0	197	4	18		17	209	0	3		0	0	0	0		7	0	18	0		473	2065
04:30 PM	0	224	4	12		11	292	0	0		0	0	0	0		7	0	18	0		568	2083
04:45 PM	0	210	3	14		11	215	0	8		0	0	0	0		4	0	14	0		479	1990
05:00 PM	0	221	5	19		8	266	0	6		0	0	0	0		6	0	14	0		545	1927
05:15 PM	0	227	3	15		5	217	0	1		0	0	0	0		1	0	22	0		491	1831
05:30 PM	0	220	1	19		10	205	0	0		0	0	0	0		10	0	10	0		475	1767
05:45 PM	0	192	1	16		2	180	0	2		0	0	0	0		5	0	18	0		416	1609
06:00 PM	0	196	0	20		6	207	0	0		0	0	0	0		8	0	12	0		449	1465
06:15 PM	0	221	1	18		5	161	0	1		0	0	0	0		6	0	14	0		427	1258
06:30 PM	0	152	0	13		2	125	0	2		0	0	0	0		9	0	14	0		317	1008
06:45 PM	0	154	0	5		0	111	0	2		0	0	0	0		0	0	0	0		272	865
07:00 PM	0	134	0	6		0	99	0	3		0	0	0	0		0	0	0	0		242	766
07:15 PM	0	83	0	2		0	91	0	1		0	0	0	0		0	0	0	0		177	698
07:30 PM	0	99	0	4		0	71	0	0		0	0	0	0		0	0	0	0		174	656
07:45 PM	0	92	0	3		0	78	0	0		0	0	0	0		0	0	0	0		173	613
08:00 PM	0	91	0	4		0	79	0	0		0	0	0	0		0	0	0	0		174	559
08:15 PM	0	63	0	3		0	68	0	1		0	0	0	0		0	0	0	0		135	497
08:30 PM	0	70	0	2		0	59	0	0		0	0	0	0		0	0	0	0		131	451
08:45 PM	0	57	0	2		0	60	0	0		0	0	0	0		0	0	0	0		119	399
09:00 PM	0	60	0	1		0	51	0	0		0	0	0	0		0	0	0	0		112	355
09:15 PM	0	45	0	1		0	42	0	1		0	0	0	0		0	0	0	0		89	318
09:30 PM	0	48	0	5		0	26	0	0		0	0	0	0		0	0	0	0		79	301
09:45 PM	0	39	0	0		0	35	0	1		0	0	0	0		0	0	0	0		75	279
10:00 PM	0	39	0	1		0	35	0	0		0	0	0	0		0	0	0	0		75	281
10:15 PM	0	39	0	0		0	33	0	0		0	0	0	0		0	0	0	0		72	281
10:30 PM	0	25	0	0		0	31	0	1		0	0	0	0		0	0	0	0		57	246
10:45 PM	0	45	0	0		0	32	0	0		0	0	0	0		0	0	0	0		77	218
11:00 PM	0	28	0	0		0	47	0	0		0	0	0	0		0	0	0	0		75	166
11:15 PM	0	21	0	0		0	15	0	1		0	0	0	0		0	0	0	0		37	91
11:30 PM	0	13	0	0		0	16	0	0		0	0	0	0		0	0	0	0		29	54
11:45 PM	0	18	0	0		0	7	0	0		0	0	0	0		0	0	0	0		25	25

Peak 15-Min Flowrates	Northbound					Southbound					Eastbound					Westbound					Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	
All Vehicles	0	908	20	76		44	1168	0	32		0	0	0	0		28	0	88	0		**2364**
Heavy Trucks	0	48	4			4	60	0			0	0	0			0	0	4			**120**
Pedestrians		0					0					0					8				**8**
Bicycles	0	0	0			0	4	0			0	0	0			0	0	0			**4**
Railroad																					
Stopped Buses																					

Prepared by NDS/ATD

VOLUME

Flea Market NW Entrance E/O SR 953/NW 42nd Ave /N Le Jeune Rd

Day: Tuesday
Date: 3/29/2022

City: Opa-locka
Project #: FL22_140136_001

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	198	199	397

AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL
00:00			0	0	0	12:00			4	6	10
00:15			0	0	0	12:15			4	4	8
00:30			0	0	0	12:30			4	7	11
00:45			0	0	0	12:45			6	18	2	19	8	37
01:00			0	0	0	13:00			3	3	6
01:15			1	0	1	13:15			7	4	11
01:30			1	2	3	13:30			5	8	13
01:45			0	2	0	2	0	4	13:45			1	16	8	23	9	39
02:00			0	0	0	14:00			7	6	13
02:15			3	1	4	14:15			5	3	8
02:30			0	1	1	14:30			4	4	8
02:45			1	4	1	3	2	7	14:45			4	20	3	16	7	36
03:00			1	2	3	15:00			2	5	7
03:15			0	0	0	15:15			3	3	6
03:30			0	0	0	15:30			1	2	3
03:45			0	1	0	2	0	3	15:45			1	7	0	10	1	17
04:00			1	1	2	16:00			3	0	3
04:15			2	2	4	16:15			4	3	7
04:30			2	2	4	16:30			0	1	1
04:45			3	8	1	6	4	14	16:45			5	12	3	7	8	19
05:00			0	2	2	17:00			2	4	6
05:15			1	0	1	17:15			2	2	4
05:30			2	3	5	17:30			4	3	7
05:45			2	5	0	5	2	10	17:45			3	11	5	14	8	25
06:00			2	3	5	18:00			4	4	8
06:15			5	2	7	18:15			1	3	4
06:30			3	3	6	18:30			2	2	4
06:45			0	10	2	10	2	20	18:45			3	10	4	13	7	23
07:00			2	0	2	19:00			4	3	7
07:15			3	4	7	19:15			1	1	2
07:30			1	2	3	19:30			1	3	4
07:45			3	9	3	9	6	18	19:45			3	9	1	8	4	17
08:00			3	4	7	20:00			1	5	6
08:15			3	2	5	20:15			2	0	2
08:30			7	4	11	20:30			0	2	2
08:45			3	16	5	15	8	31	20:45			0	3	0	7	0	10
09:00			1	2	3	21:00			0	0	0
09:15			3	2	5	21:15			1	0	1
09:30			2	2	4	21:30			0	1	1
09:45			5	11	3	9	8	20	21:45			0	1	0	1	0	2
10:00			0	2	2	22:00			1	0	1
10:15			3	2	5	22:15			0	1	1
10:30			4	3	7	22:30			0	0	0
10:45			3	10	1	8	4	18	22:45			0	1	0	1	0	2
11:00			2	2	4	23:00			1	0	1
11:15			5	2	7	23:15			1	3	4
11:30			4	3	7	23:30			0	0	0
11:45			1	12	1	8	2	20	23:45			0	2	0	3	0	5
TOTALS				88	77	165	TOTALS				110	122	232
SPLIT %				53.3%	46.7%	41.6%	SPLIT %				47.4%	52.6%	58.4%

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	198	199	397

AM Peak Hour			07:45	11:45	08:00	PM Peak Hour			12:45	13:15	13:15
AM Pk Volume			16	18	31	PM Pk Volume			21	26	46
Pk Hr Factor			0.571	0.643	0.705	Pk Hr Factor			0.750	0.813	0.885
7 - 9 Volume	0	0	25	24	49	4 - 6 Volume	0	0	23	21	44
7 - 9 Peak Hour			07:45	08:00	08:00	4 - 6 Peak Hour			16:45	17:00	16:45
7 - 9 Pk Volume	0	0	16	15	31	4 - 6 Pk Volume	0	0	13	14	25
Pk Hr Factor	0.000	0.000	0.571	0.750	0.705	Pk Hr Factor	0.000	0.000	0.650	0.700	0.781

Prepared by NDS/ATD

VOLUME

Flea Market NE Entrance W/O Polo Blvd

Day: Tuesday
Date: 3/29/2022

City: Opa-locka
Project #: FL22_140136_002

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	660	763	1,423

AM Period	NB		SB		EB		WB		TOTAL	
00:00					0		0		0	
00:15					0		0		0	
00:30					0		0		0	
00:45					0		0		0	
01:00					0		0		0	
01:15					0		0		0	
01:30					0		0		0	
01:45					0		0		0	
02:00					0		0		0	
02:15					0		0		0	
02:30					0		0		0	
02:45					0		0		0	
03:00					1		1		2	
03:15					0		0		0	
03:30					0		0		0	
03:45					0	1	0	1	0	2
04:00					0		0		0	
04:15					0		0		0	
04:30					0		0		0	
04:45					1	1	1	1	2	2
05:00					0		0		0	
05:15					0		0		0	
05:30					0		0		0	
05:45					0		0		0	
06:00					0		0		0	
06:15					0		0		0	
06:30					0		0		0	
06:45					1	1	1	1	2	2
07:00					0		0		0	
07:15					1		4		5	
07:30					2		2		4	
07:45					3	6	3	9	6	15
08:00					1		5		6	
08:15					2		9		11	
08:30					6		10		16	
08:45					9	18	18	42	27	60
09:00					5		13		18	
09:15					17		17		34	
09:30					5		13		18	
09:45					11	38	16	59	27	97
10:00					9		20		29	
10:15					15		16		31	
10:30					13		19		32	
10:45					6	43	19	74	25	117
11:00					17		17		34	
11:15					12		17		29	
11:30					25		30		55	
11:45					27	81	21	85	48	166
TOTALS						189		272		461
SPLIT %						41.0%		59.0%		32.4%

PM Period	NB		SB		EB		WB		TOTAL	
12:00					19		17		36	
12:15					16		21		37	
12:30					17		16		33	
12:45					24	76	29	83	53	159
13:00					11		25		36	
13:15					20		16		36	
13:30					24		24		48	
13:45					15	70	19	84	34	154
14:00					20		18		38	
14:15					18		22		40	
14:30					22		22		44	
14:45					20	80	22	84	42	164
15:00					18		22		40	
15:15					14		23		37	
15:30					24		24		48	
15:45					20	76	16	85	36	161
16:00					18		16		34	
16:15					22		12		34	
16:30					16		19		35	
16:45					13	69	15	62	28	131
17:00					21		14		35	
17:15					18		10		28	
17:30					15		12		27	
17:45					7	61	7	43	14	104
18:00					10		10		20	
18:15					8		13		21	
18:30					4		5		9	
18:45					4	26	6	34	10	60
19:00					1		3		4	
19:15					0		0		0	
19:30					3		3		6	
19:45					2	6	1	7	3	13
20:00					1		1		2	
20:15					0		3		3	
20:30					0		0		0	
20:45					1	2	0	4	1	6
21:00					2		3		5	
21:15					0		0		0	
21:30					0		0		0	
21:45					2	4	1	4	3	8
22:00					0		0		0	
22:15					1		1		2	
22:30					0		0		0	
22:45					0	1	0	1	0	2
23:00					0		0		0	
23:15					0		0		0	
23:30					0		0		0	
23:45					0		0		0	
TOTALS						471		491		962
SPLIT %						49.0%		51.0%		67.6%

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	660	763	1,423

AM Peak Hour			11:30	11:30	11:30
AM Pk Volume			87	89	176
Pk Hr Factor			0.806	0.742	0.800
7 - 9 Volume	0	0	24	51	75
7 - 9 Peak Hour			08:00	08:00	08:00
7 - 9 Pk Volume	0	0	18	42	60
Pk Hr Factor	0.000	0.000	0.500	0.583	0.556

PM Peak Hour			15:30	12:45	12:45
PM Pk Volume			84	94	173
Pk Hr Factor			0.875	0.810	0.816
4 - 6 Volume	0	0	130	105	235
4 - 6 Peak Hour			16:15	16:00	16:15
4 - 6 Pk Volume	0	0	72	62	132
Pk Hr Factor	0.000	0.000	0.818	0.816	0.943

Prepared by NDS/ATD

VOLUME

Flea Market SW Entrance E/O SR 953/NW 42nd Ave/N Le Jeune Rd

Day: Tuesday
Date: 3/29/2022

City: Opa-locka
Project #: FL22_140136_003

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,187	1,192	2,379

AM Period	NB	SB	EB		WB		TOTAL		PM Period	NB	SB	EB		WB		TOTAL	
00:00			1		1		2		12:00			27		34		61	
00:15			2		3		5		12:15			40		32		72	
00:30			0		1		1		12:30			40		34		74	
00:45			0	3	0	5	0	8	12:45			42	149	30	130	72	279
01:00			0		0		0		13:00			35		24		59	
01:15			0		0		0		13:15			26		35		61	
01:30			0		0		0		13:30			39		28		67	
01:45			0		0		0		13:45			23	123	44	131	67	254
02:00			0		0		0		14:00			23		43		66	
02:15			0		0		0		14:15			33		29		62	
02:30			1		0		1		14:30			35		18		53	
02:45			0	1	0		0	1	14:45			32	123	28	118	60	241
03:00			0		1		1		15:00			20		33		53	
03:15			0		0		0		15:15			24		23		47	
03:30			0		0		0		15:30			24		26		50	
03:45			0		0	1	0	1	15:45			33	101	27	109	60	210
04:00			0		0		0		16:00			23		33		56	
04:15			0		0		0		16:15			24		30		54	
04:30			1		0		1		16:30			15		25		40	
04:45			1	2	0		1	2	16:45			22	84	25	113	47	197
05:00			1		0		1		17:00			19		33		52	
05:15			0		0		0		17:15			21		28		49	
05:30			2		2		4		17:30			13		36		49	
05:45			2	5	0	2	2	7	17:45			22	75	27	124	49	199
06:00			1		0		1		18:00			14		33		47	
06:15			1		0		1		18:15			3		29		32	
06:30			1		0		1		18:30			8		19		27	
06:45			3	6	1	1	4	7	18:45			3	28	17	98	20	126
07:00			5		2		7		19:00			2		13		15	
07:15			8		1		9		19:15			3		5		8	
07:30			8		0		8		19:30			8		7		15	
07:45			5	26	5	8	10	34	19:45			3	16	9	34	12	50
08:00			9		6		15		20:00			3		5		8	
08:15			13		6		19		20:15			1		5		6	
08:30			16		3		19		20:30			2		1		3	
08:45			20	58	9	24	29	82	20:45			4	10	5	16	9	26
09:00			30		9		39		21:00			3		3		6	
09:15			17		14		31		21:15			2		4		6	
09:30			21		15		36		21:30			1		8		9	
09:45			26	94	13	51	39	145	21:45			0	6	0	15	0	21
10:00			32		20		52		22:00			2		2		4	
10:15			31		19		50		22:15			0		0		0	
10:30			33		22		55		22:30			2		1		3	
10:45			32	128	24	85	56	213	22:45			1	5	0	3	1	8
11:00			41		32		73		23:00			0		4		4	
11:15			36		38		74		23:15			1		0		1	
11:30			31		22		53		23:30			0		0		0	
11:45			35	143	27	119	62	262	23:45			0	1	1	5	1	6
TOTALS				466		296		762	TOTALS				721		896		1617
SPLIT %				61.2%		38.8%		32.0%	SPLIT %				44.6%		55.4%		68.0%

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,187	1,192	2,379

AM Peak Hour			11:00	11:45	11:45	PM Peak Hour			12:15	13:15	12:00
AM Pk Volume			143	127	269	PM Pk Volume			157	150	279
Pk Hr Factor			0.872	0.934	0.909	Pk Hr Factor			0.935	0.852	0.943
7 - 9 Volume	0	0	84	32	116	4 - 6 Volume	0	0	159	237	396
7 - 9 Peak Hour			08:00	08:00	08:00	4 - 6 Peak Hour			16:00	17:00	17:00
7 - 9 Pk Volume	0	0	58	24	82	4 - 6 Pk Volume	0	0	84	124	199
Pk Hr Factor	0.000	0.000	0.725	0.667	0.707	Pk Hr Factor	0.000	0.000	0.875	0.861	0.957

Miami-Dade 2015 Base Year Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
261	3161	Trips	367	294	161	385	338	254	214	305	2,375
261	3161	Percent	15.8	12.7	7.0	16.6	14.6	10.9	9.2	13.2	
262	3162	Trips	558	444	335	596	680	405	364	517	4,002
262	3162	Percent	14.3	11.4	8.6	15.3	17.4	10.4	9.3	13.3	
263	3163	Trips	245	188	171	318	343	185	173	295	1,943
263	3163	Percent	12.8	9.8	8.9	16.6	17.9	9.7	9.0	15.4	
264	3164	Trips	350	331	203	476	382	387	141	342	2,689
264	3164	Percent	13.4	12.7	7.8	18.2	14.6	14.8	5.4	13.1	
265	3165	Trips	468	253	211	433	384	312	182	334	2,591
265	3165	Percent	18.2	9.8	8.2	16.8	14.9	12.1	7.0	13.0	
266	3166	Trips	298	198	152	290	328	316	119	239	1,955
266	3166	Percent	15.4	10.2	7.8	15.0	16.9	16.3	6.1	12.3	
267	3167	Trips	232	128	99	212	169	213	114	176	1,354
267	3167	Percent	17.3	9.5	7.4	15.8	12.6	15.9	8.5	13.1	
268	3168	Trips	122	117	110	145	165	168	55	112	1,011
268	3168	Percent	12.3	11.7	11.1	14.6	16.7	16.9	5.6	11.2	
269	3169	Trips	662	403	383	590	941	505	328	543	4,399
269	3169	Percent	15.2	9.3	8.8	13.5	21.6	11.6	7.5	12.5	
270	3170	Trips	3,024	1,243	390	519	758	625	565	2,491	9,620
270	3170	Percent	31.5	12.9	4.1	5.4	7.9	6.5	5.9	25.9	
271	3171	Trips	400	322	174	310	428	194	228	293	2,364
271	3171	Percent	17.0	13.7	7.4	13.2	18.2	8.3	9.7	12.5	
272	3172	Trips	497	425	303	419	488	412	204	461	3,363
272	3172	Percent	15.5	13.2	9.5	13.1	15.2	12.9	6.4	14.4	
273	3173	Trips	395	394	180	276	409	201	142	280	2,325
273	3173	Percent	17.4	17.3	7.9	12.1	18.0	8.8	6.2	12.3	
274	3174	Trips	189	159	102	129	256	148	94	157	1,242
274	3174	Percent	15.3	12.9	8.3	10.4	20.8	12.0	7.6	12.7	
275	3175	Trips	920	578	380	670	742	542	325	491	4,665
275	3175	Percent	19.8	12.4	8.2	14.4	16.0	11.7	7.0	10.6	
276	3176	Trips	487	371	276	519	639	330	190	462	3,296
276	3176	Percent	14.9	11.3	8.4	15.9	19.5	10.1	5.8	14.1	
277	3177	Trips	164	103	99	207	227	130	119	127	1,177
277	3177	Percent	14.0	8.8	8.4	17.6	19.3	11.1	10.1	10.8	
278	3178	Trips	154	79	66	125	230	142	77	128	1,001
278	3178	Percent	15.4	7.9	6.6	12.5	23.0	14.2	7.7	12.8	
279	3179	Trips	225	120	127	166	298	186	118	189	1,447
279	3179	Percent	15.7	8.4	8.9	11.6	20.9	13.1	8.3	13.2	
280	3180	Trips	156	94	89	141	205	203	99	134	1,145
280	3180	Percent	13.9	8.4	7.9	12.6	18.3	18.1	8.8	11.9	
281	3181	Trips	653	346	270	641	856	577	287	364	4,145
281	3181	Percent	16.4	8.7	6.8	16.0	21.4	14.4	7.2	9.1	
282	3182	Trips	256	229	149	287	431	217	84	158	1,815
282	3182	Percent	14.1	12.6	8.2	15.9	23.8	12.0	4.6	8.7	
283	3183	Trips	262	221	107	450	315	412	146	327	2,282
283	3183	Percent	11.7	9.9	4.8	20.1	14.1	18.4	6.5	14.6	
284	3184	Trips	262	166	200	384	261	283	150	203	1,920
284	3184	Percent	13.7	8.7	10.5	20.1	13.7	14.8	7.9	10.6	
285	3185	Trips	102	98	85	170	119	94	76	134	887
285	3185	Percent	11.6	11.2	9.7	19.3	13.5	10.8	8.7	15.3	
286	3186	Trips	408	423	354	832	651	566	296	426	4,014
286	3186	Percent	10.3	10.7	8.9	21.0	16.5	14.3	7.5	10.8	

Miami-Dade 2045 Cost Feasible Plan Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
261	3161	Trips	361	358	126	499	512	378	362	285	2,991
261	3161	Percent	12.5	12.4	4.4	17.3	17.8	13.1	12.6	9.9	
262	3162	Trips	719	606	289	1,008	1,004	692	603	665	5,701
262	3162	Percent	12.9	10.9	5.2	18.0	18.0	12.4	10.8	11.9	
263	3163	Trips	318	259	143	426	380	259	209	291	2,308
263	3163	Percent	13.9	11.3	6.2	18.7	16.6	11.4	9.2	12.7	
264	3164	Trips	662	465	225	799	825	630	458	580	4,769
264	3164	Percent	14.3	10.0	4.9	17.2	17.8	13.6	9.9	12.5	
265	3165	Trips	660	460	300	877	693	577	443	594	4,654
265	3165	Percent	14.4	10.0	6.5	19.0	15.1	12.5	9.6	12.9	
266	3166	Trips	408	243	267	474	501	434	331	479	3,183
266	3166	Percent	13.0	7.8	8.5	15.1	16.0	13.9	10.6	15.3	
267	3167	Trips	250	146	107	231	189	232	126	136	1,425
267	3167	Percent	17.6	10.3	7.6	16.3	13.3	16.4	8.9	9.6	
268	3168	Trips	175	131	91	171	187	202	130	90	1,193
268	3168	Percent	14.8	11.2	7.8	14.6	15.9	17.2	11.0	7.6	
269	3169	Trips	873	542	410	748	1,066	584	469	724	5,512
269	3169	Percent	16.1	10.0	7.6	13.8	19.7	10.8	8.7	13.4	
270	3170	Trips	3,789	1,163	487	509	811	745	787	2,881	11,224
270	3170	Percent	33.9	10.4	4.4	4.6	7.3	6.7	7.0	25.8	
271	3171	Trips	441	400	148	495	522	329	360	384	3,089
271	3171	Percent	14.3	13.0	4.8	16.1	17.0	10.7	11.7	12.5	
272	3172	Trips	578	579	246	637	658	518	390	481	4,261
272	3172	Percent	14.2	14.2	6.0	15.6	16.1	12.7	9.6	11.8	
273	3173	Trips	422	455	171	414	491	323	212	359	2,941
273	3173	Percent	14.8	16.0	6.0	14.5	17.3	11.3	7.5	12.6	
274	3174	Trips	211	199	106	231	262	179	145	143	1,484
274	3174	Percent	14.3	13.5	7.2	15.6	17.7	12.2	9.8	9.7	
275	3175	Trips	896	834	417	867	1,015	627	461	587	5,790
275	3175	Percent	15.7	14.6	7.3	15.2	17.8	11.0	8.1	10.3	
276	3176	Trips	582	590	463	858	883	428	401	446	4,694
276	3176	Percent	12.5	12.7	10.0	18.5	19.0	9.2	8.6	9.6	
277	3177	Trips	171	152	91	274	254	159	123	146	1,370
277	3177	Percent	12.5	11.1	6.7	20.0	18.6	11.6	9.0	10.6	
278	3178	Trips	386	262	162	342	523	316	244	242	2,524
278	3178	Percent	15.6	10.6	6.6	13.8	21.1	12.8	9.9	9.8	
279	3179	Trips	234	200	169	260	354	204	178	204	1,836
279	3179	Percent	13.0	11.1	9.4	14.4	19.6	11.3	9.9	11.3	
280	3180	Trips	165	170	98	209	234	190	126	130	1,350
280	3180	Percent	12.5	12.9	7.4	15.8	17.7	14.4	9.5	9.9	
281	3181	Trips	638	449	369	850	937	562	304	432	4,701
281	3181	Percent	14.0	9.9	8.1	18.7	20.7	12.4	6.7	9.5	
282	3182	Trips	289	177	177	366	413	242	167	200	2,056
282	3182	Percent	14.2	8.7	8.7	18.0	20.3	11.9	8.2	9.9	
283	3183	Trips	232	274	182	558	353	372	189	254	2,488
283	3183	Percent	9.6	11.4	7.6	23.1	14.6	15.4	7.8	10.5	
284	3184	Trips	309	229	215	523	364	292	261	216	2,463
284	3184	Percent	12.8	9.5	8.9	21.7	15.1	12.1	10.8	9.0	
285	3185	Trips	171	150	119	252	179	111	120	194	1,347
285	3185	Percent	13.2	11.6	9.2	19.5	13.8	8.6	9.3	15.0	
286	3186	Trips	498	498	325	896	752	506	353	523	4,417
286	3186	Percent	11.5	11.4	7.5	20.6	17.3	11.6	8.1	12.0	



IRONWOOD COMMERCE CENTER - PHASE 2

BUILDINGS 1-6



SPA SUBMITTAL
04/15/2022

RLC Architects
7100 N. Federal Hwy, 2nd Floor,
Boca Raton, FL 33487
Tel 561 395 6585 Fax 561 395 0007
www.rlcarchitects.com

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STATE of FLORIDA REGISTERED ARCHITECTS No. AA26001060

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STATE OF FLORIDA
BRUCE RETZSCH
AR0009696
REGISTERED ARCHITECT
2022.04.04 08:49:38-04'00'
BRUCE RETZSCH, AIA

IRONWOOD COMMERCE CENTER - PHASE 2
OPA-LOCKA, FLORIDA
LINK LOGISTICS

REVISIONS

No.	Date	Description

Drawing Title:
COVER SHEET

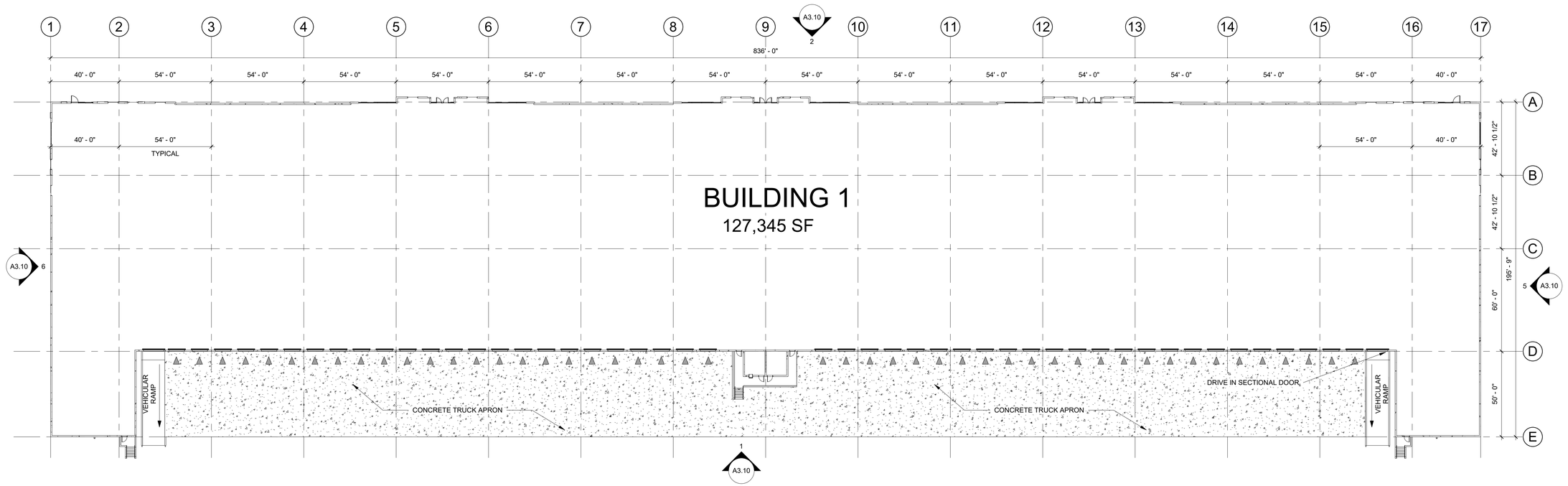
Scale:	As Noted
Project No:	20049.00
Issue date:	04/15/2022

Principal:	BR
Project Director:	CM
Project Manager:	CM
Drawn by:	AMS
Checked by:	MAB

SPA SUBMITTAL 04/15/2022

Sheet No.
A0.00

D:\00_WORK\26_RLC\262_Opa Locka Flea Market ASPR\20049.00_ARCH_SD_SITE.rvt
4/20/2022 6:34:29 PM



1 OVERALL FLOOR PLAN

A1.10 SCALE: 1" = 30'-0"

NORTH

SPA SUBMITTAL 04/15/2022

RLC Architects
7100 N. Federal Hwy, 2nd Floor,
Boca Raton, FL 33487
Tel 561 395 6585 Fax 561 395 0007
www.rlcarchitects.com

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STATE OF FLORIDA
BRUCE RETZSCH
AR0009696
REGISTERED ARCHITECT
2022.04.04 08:49:41 -04'00'
BRUCE RETZSCH, AIA

IRONWOOD COMMERCE CENTER - PHASE 2
OPA-LOCKA, FLORIDA
LINK LOGISTICS

REVISIONS

No.	Date	Description

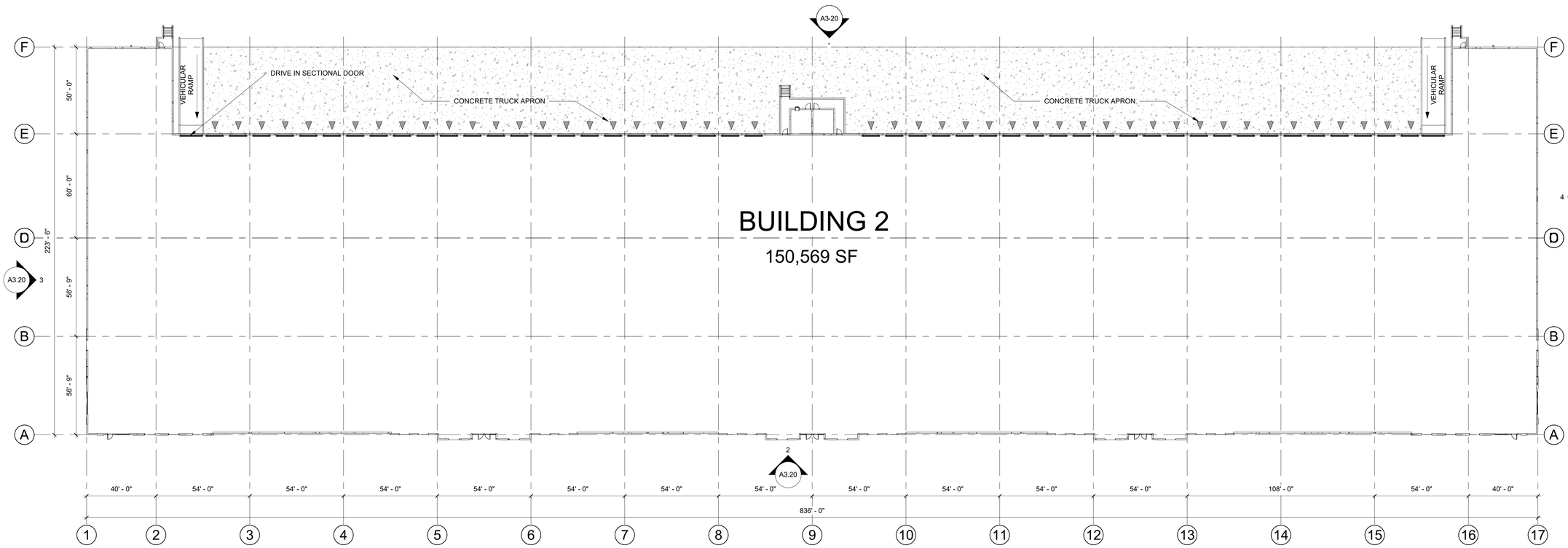
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BUILDING 1- OVERALL FLOOR PLAN

Scale:	As Noted
Project No:	20049.00
Issue date:	04/15/2022

Principal:	BR
Project Director:	CM
Project Manager:	CM
Drawn by:	AMS
Checked by:	MAB

Sheet No.
A1.10

D:\00_WORK\26_RLC\262_Opa Locka Flea Market ASPR\20049.00_ARCH_SD_BLDG 1.rvt
4/21/2022 3:30:15 AM



1 OVERALL FLOOR PLAN
A1.20 SCALE: 1" = 30'-0"

NORTH

SPA SUBMITTAL 04/15/2022

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2022.04.04 08:49:43 -04'00'
BRUCE RETZSCH, AIA

IRONWOOD COMMERCE CENTER - PHASE 2
OPA-LOCKA, FLORIDA
LINK LOGISTICS

REVISIONS

No.	Date	Description

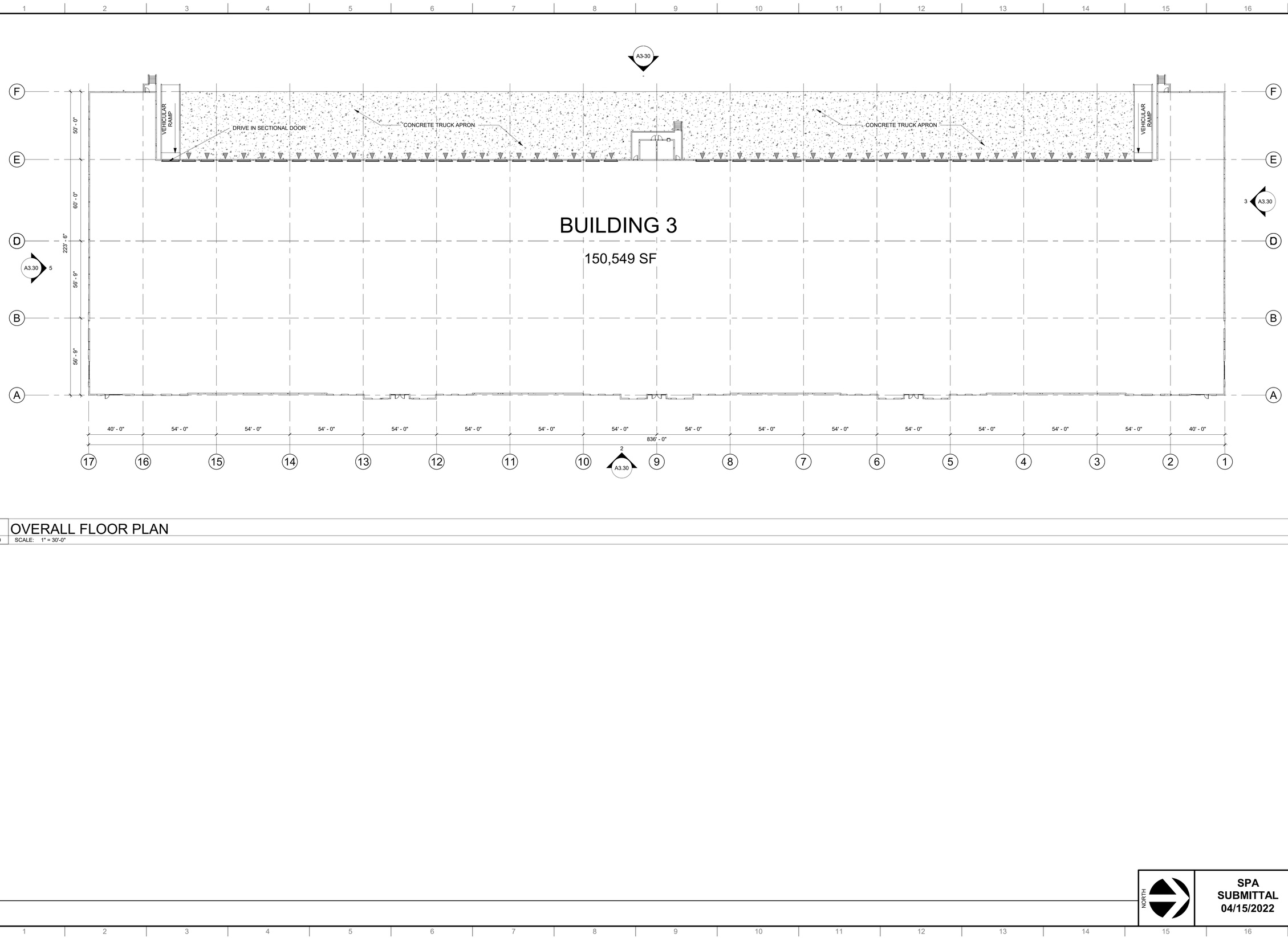
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Scale: As Noted
Project No: 20049.00
Issue date: 04/15/2022

Principal: BR
Project Director: CM
Project Manager: CM
Drawn by: AMS
Checked by: MAB

Sheet No.
A1.20

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4/21/2022 3:31:54 AM



1 OVERALL FLOOR PLAN

A1.30 SCALE: 1" = 30'-0"

NORTH

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BRUCE RETZSCH
LICENSED ARCHITECT
2022.04.04 08:49:45-04'00'
BRUCE RETZSCH, AIA
AR0009896

IRONWOOD COMMERCE CENTER - PHASE 2
OPA-LOCKA, FLORIDA
LINK LOGISTICS

REVISIONS

No.	Date	Description

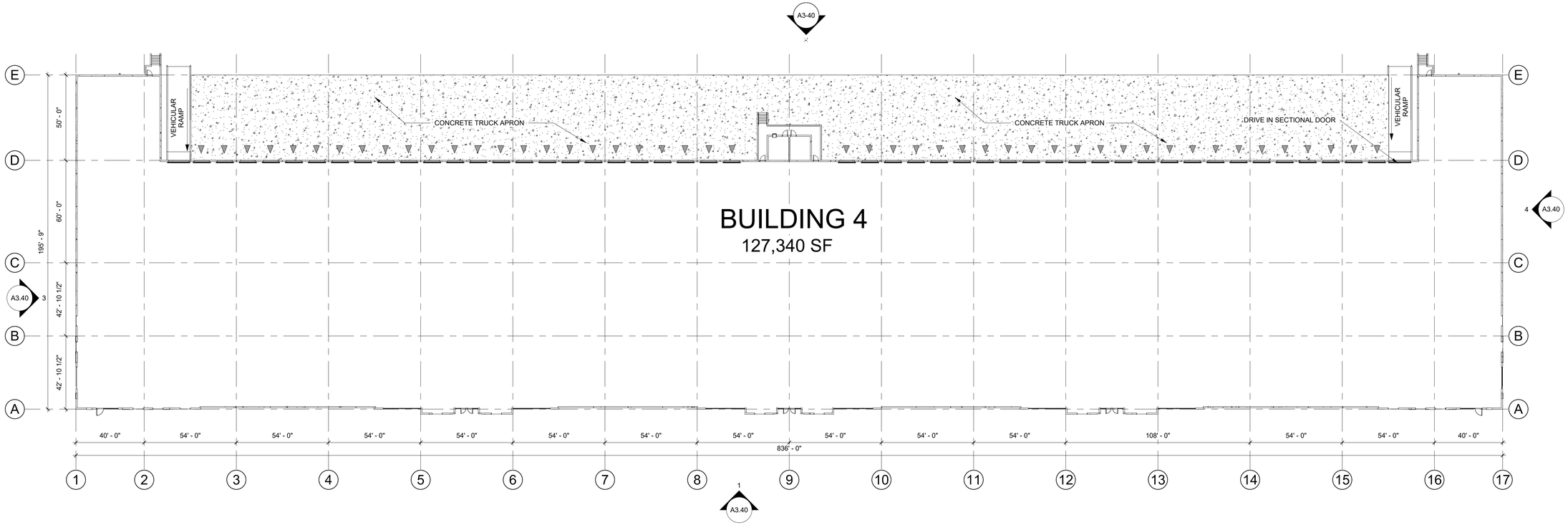
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Scale:	As Noted
Project No:	20049.00
Issue date:	04/15/2022

Principal:	BR
Project Director:	CM
Project Manager:	CM
Drawn by:	AMS
Checked by:	MAB

Sheet No.
A1.30

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4/21/2022 3:33:08 AM



1 OVERALL FLOOR PLAN

A1.40 SCALE: 1" = 30'-0"

NORTH

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AR0009896
REGISTERED ARCHITECT
2022.04.20 08:49:52 -04'00'

BRUCE RETZSCH, AIA

IRONWOOD COMMERCE CENTER - PHASE 2
OPA-LOCKA, FLORIDA
LINK LOGISTICS

REVISIONS

No.	Date	Description

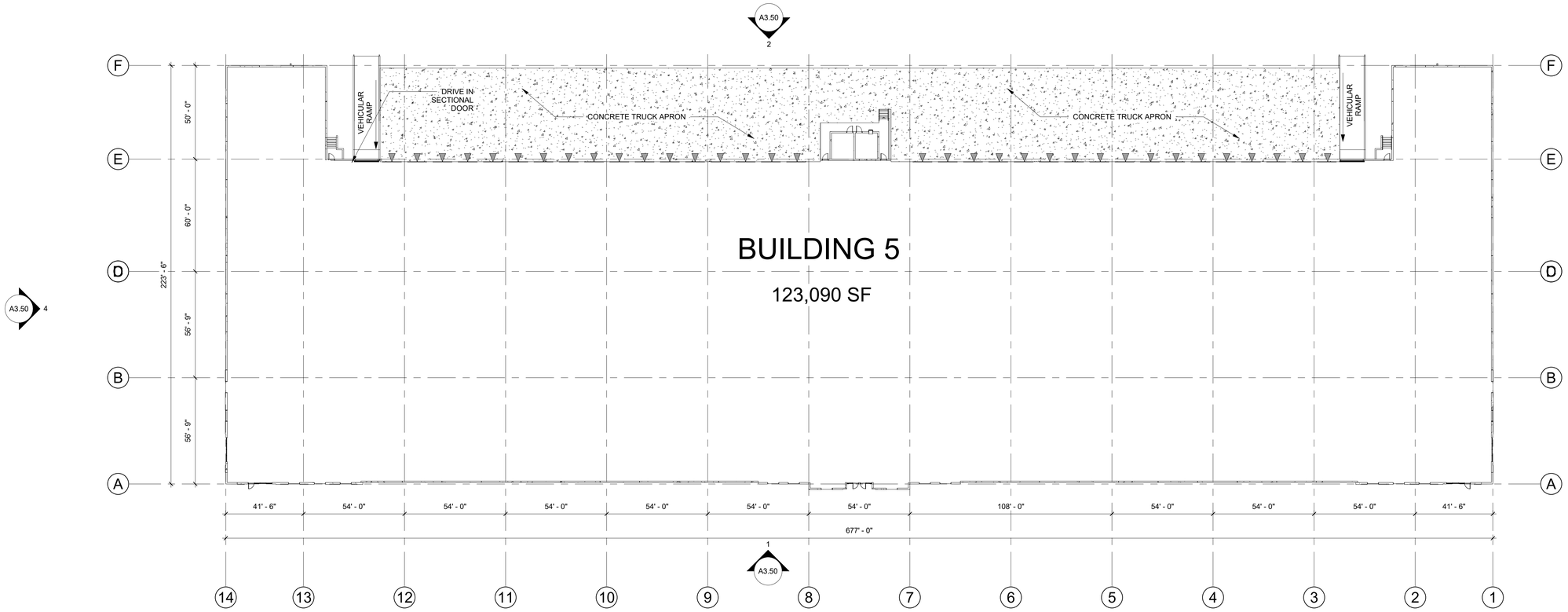
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BUILDING 4- OVERALL FLOOR PLAN

Scale:	As Noted
Project No:	20049.00
Issue date:	04/15/2022

Principal:	BR
Project Director:	CM
Project Manager:	CM
Drawn by:	AMS
Checked by:	MAB

Sheet No.
A1.40

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4/21/2022 3:35:03 AM



1 OVERALL FLOOR PLAN

A1.50 SCALE: 1" = 30'-0"

NORTH

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IRONWOOD COMMERCE CENTER - PHASE 2
OPA-LOCKA, FLORIDA
LINK LOGISTICS

REVISIONS

No.	Date	Description

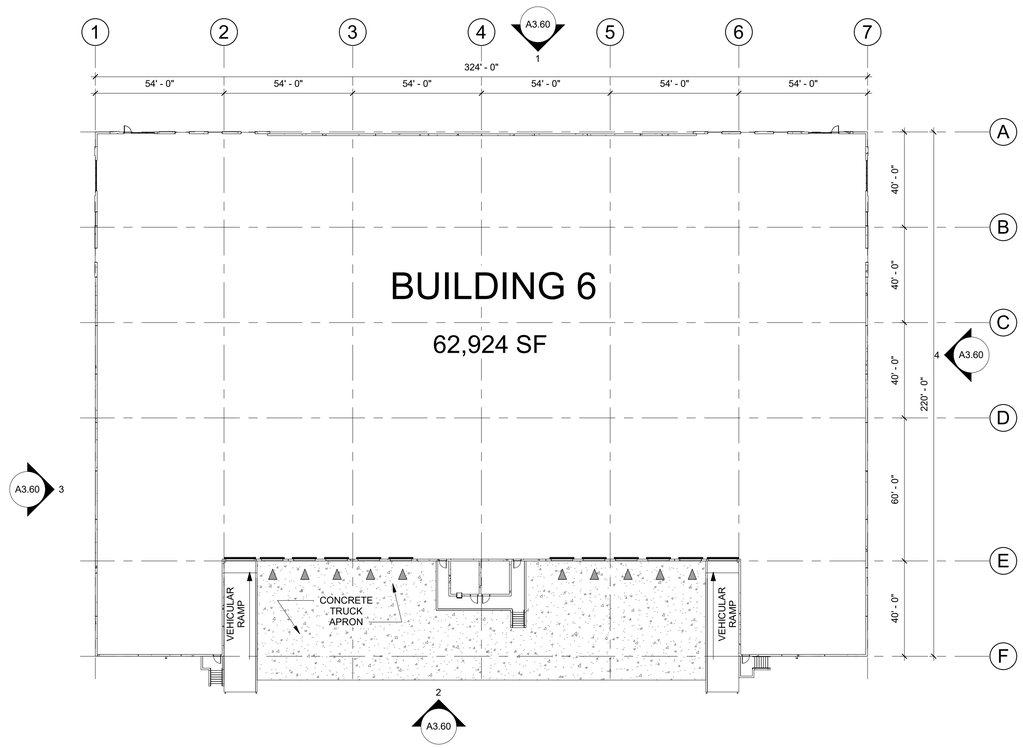
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BUILDING 5- OVERALL FLOOR PLAN

Scale:	As Noted
Project No:	20049.00
Issue date:	04/15/2022

Principal:	BR
Project Director:	CM
Project Manager:	CM
Drawn by:	AMS
Checked by:	MAB

Sheet No.
A1.50

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4/21/2022 3:28:40 AM



1 OVERALL FLOOR PLAN

A1.60 SCALE: 1" = 30'-0"

NORTH

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REVISIONS

No.	Date	Description

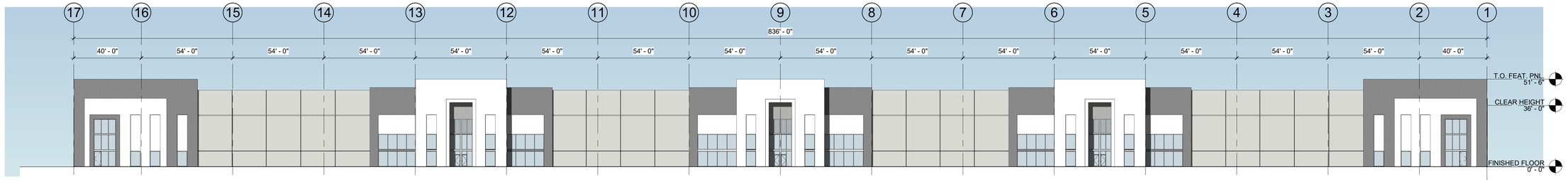
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BUILDING 6- OVERALL FLOOR PLAN

Scale:	As Noted
Project No:	20049.00
Issue date:	04/15/2022

Principal:	BR
Project Director:	CM
Project Manager:	CM
Drawn by:	AMS
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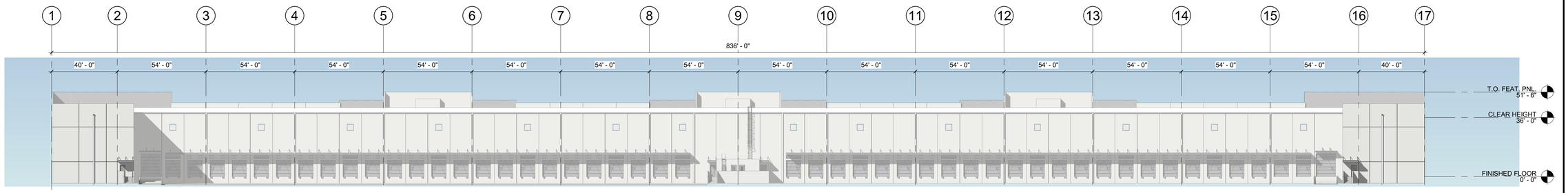
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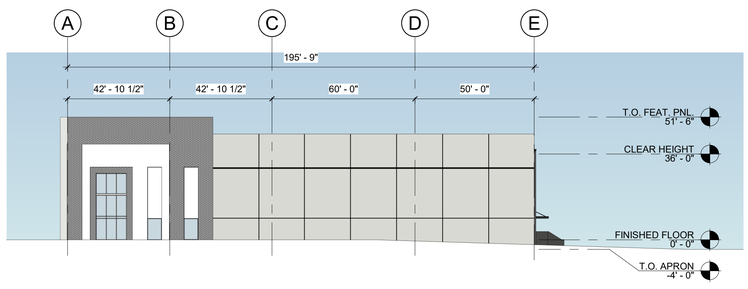
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A3.10 SCALE: 1" = 30'-0"



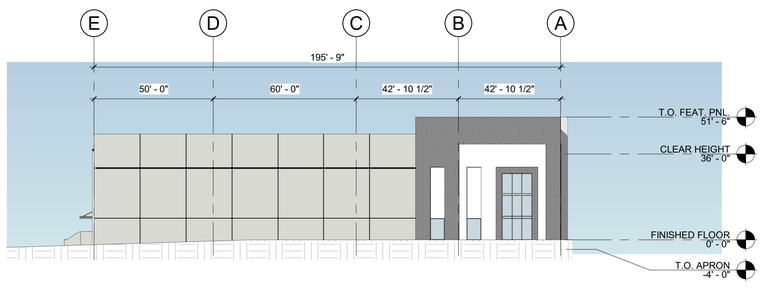
1 EAST ELEVATION

A3.10 SCALE: 1" = 30'-0"



6 SOUTH ELEVATION

A3.10 SCALE: 1" = 30'-0"



5 NORTH ELEVATION

A3.10 SCALE: 1" = 30'-0"

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OPA-LOCKA, FLORIDA
LINK LOGISTICS

REVISIONS

No.	Date	Description

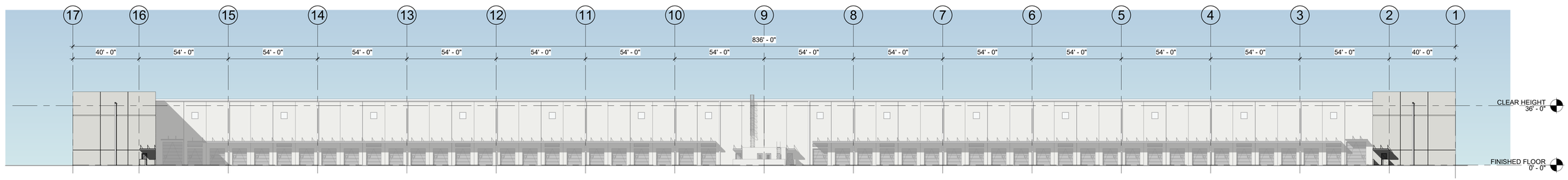
Drawing Title:
BUILDING 1- ELEVATIONS

Scale:	As Noted
Project No:	20049.00
Issue date:	04/15/2022

Principal:	BR
Project Director:	CM
Project Manager:	CM
Drawn by:	MGM
Checked by:	MAB

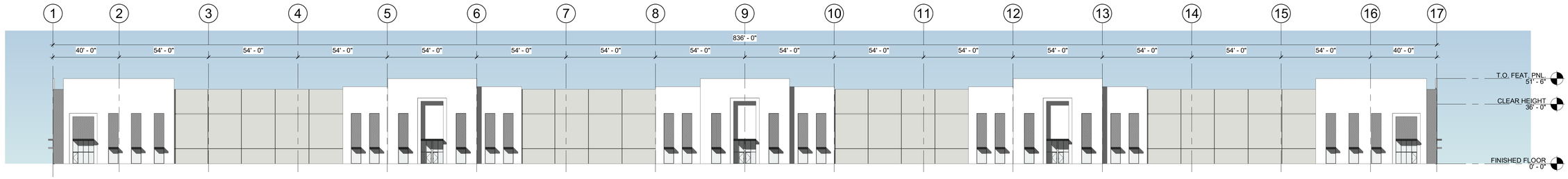
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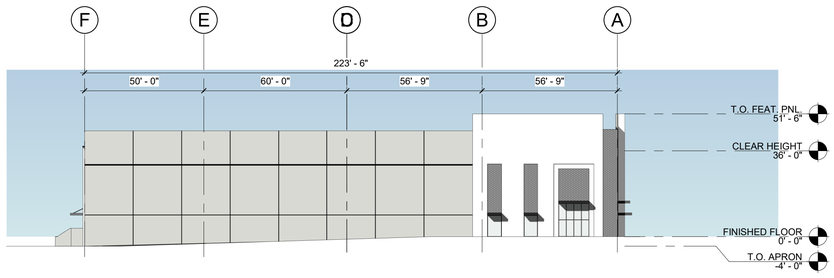
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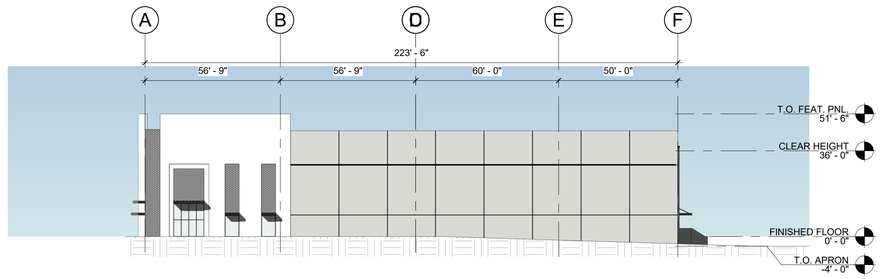
2 EAST ELEVATION

A3.20 SCALE: 1" = 30'-0"



3 SOUTH ELEVATION

A3.20 SCALE: 1" = 30'-0"



4 NORTH ELEVATION

A3.20 SCALE: 1" = 30'-0"

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IRONWOOD COMMERCE CENTER - PHASE 2
OPA-LOCKA, FLORIDA
LINK LOGISTICS

REVISIONS

No.	Date	Description

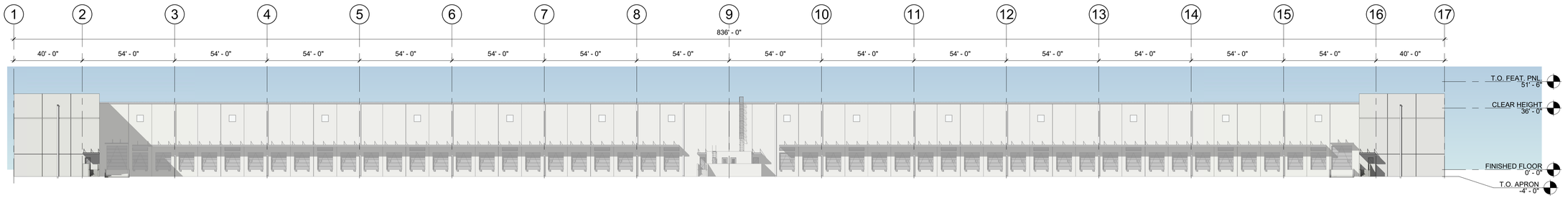
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BUILDING 2- ELEVATIONS

Scale:	As Noted
Project No:	20049.00
Issue date:	04/15/2022

Principal:	BR
Project Director:	CM
Project Manager:	CM
Drawn by:	AMS
Checked by:	MAB

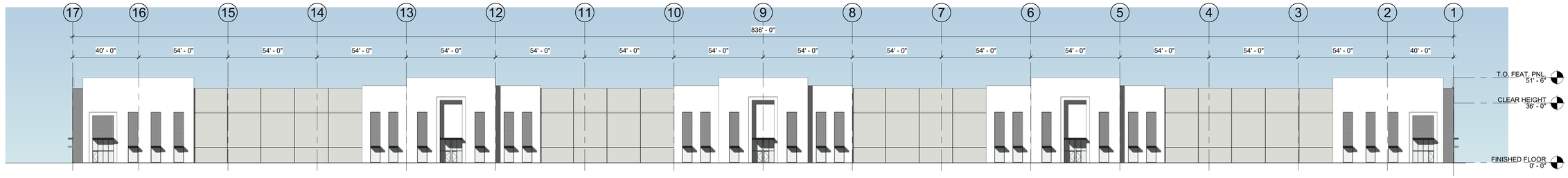
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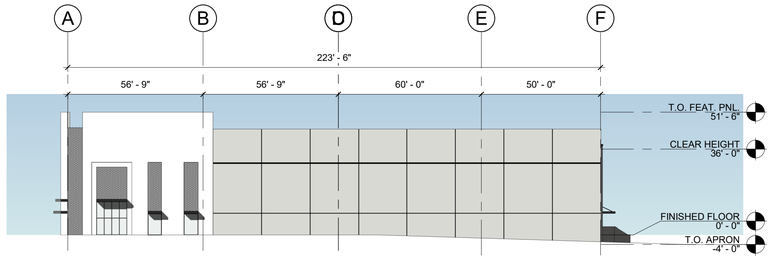
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A3.30 SCALE: 1" = 30'-0"



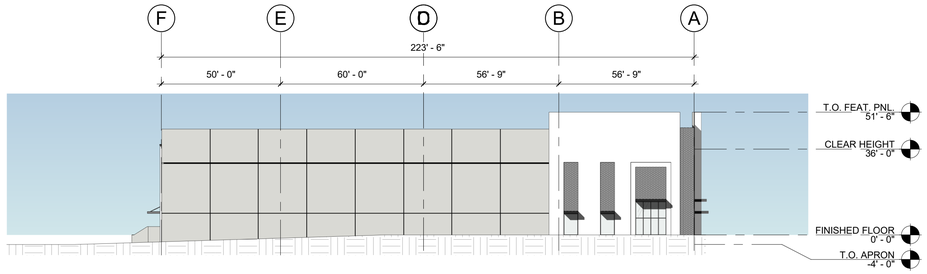
2 WEST ELEVATION

A3.30 SCALE: 1" = 30'-0"



3 SOUTH ELEVATION

A3.30 SCALE: 1" = 30'-0"



5 NORTH ELEVATION

A3.30 SCALE: 1" = 30'-0"

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OPA-LOCKA, FLORIDA
LINK LOGISTICS

REVISIONS

No.	Description	Date

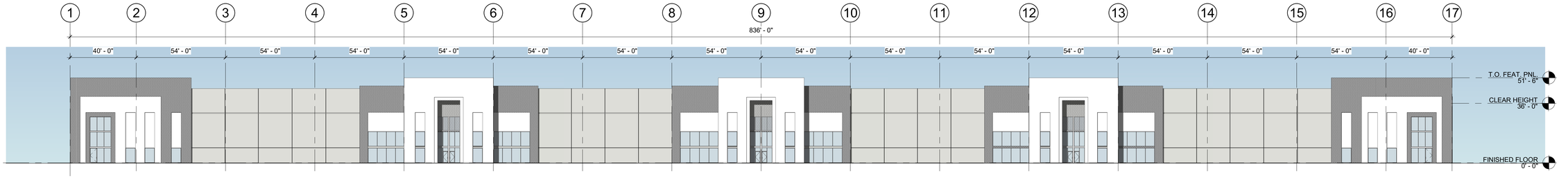
Drawing Title:
BUILDING 3- ELEVATIONS

Scale:	As Noted
Project No:	20049.00
Issue date:	04/15/2022

Principal:	BR
Project Director:	CM
Project Manager:	CM
Drawn by:	AMS
Checked by:	MAB

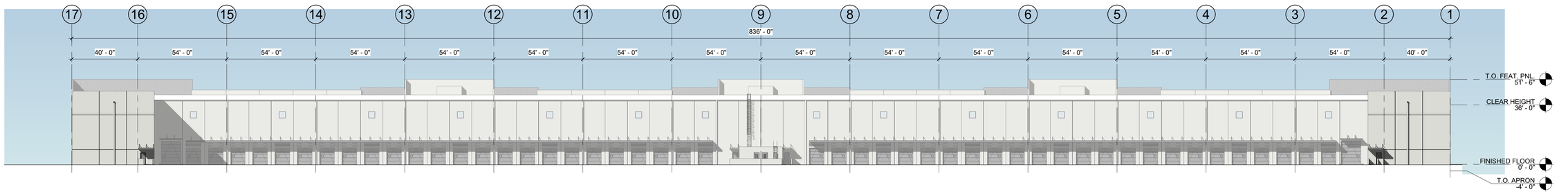
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4/21/2022 3:33:18 AM



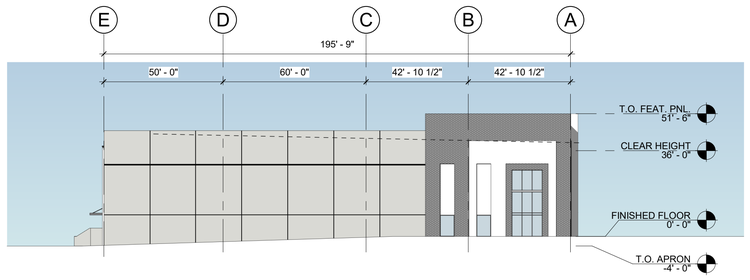
1 EAST ELEVATION

A3.40 SCALE: 1" = 30'-0"



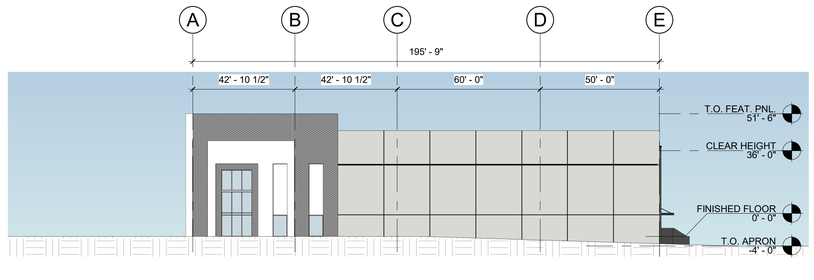
2 WEST ELEVATION

A3.40 SCALE: 1" = 30'-0"



3 SOUTH ELEVATION

A3.40 SCALE: 1" = 30'-0"



4 NORTH ELEVATION

A3.40 SCALE: 1" = 30'-0"

SPA SUBMITTAL 04/15/2022

D:\00_WORK\26_RLC\262_Opa Locka Flea Market ASPR\20049.00_ARCH_SD_BLDG 4.rvt
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AR0009896
REGISTERED ARCHITECT
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OPA-LOCKA, FLORIDA
LINK LOGISTICS

REVISIONS

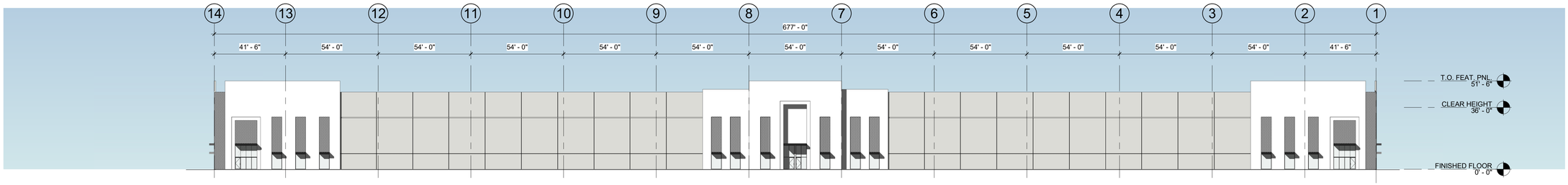
No.	Date	Description

Drawing Title:
BUILDING 4- ELEVATIONS

Scale: As Noted
Project No: 20049.00
Issue date: 04/15/2022

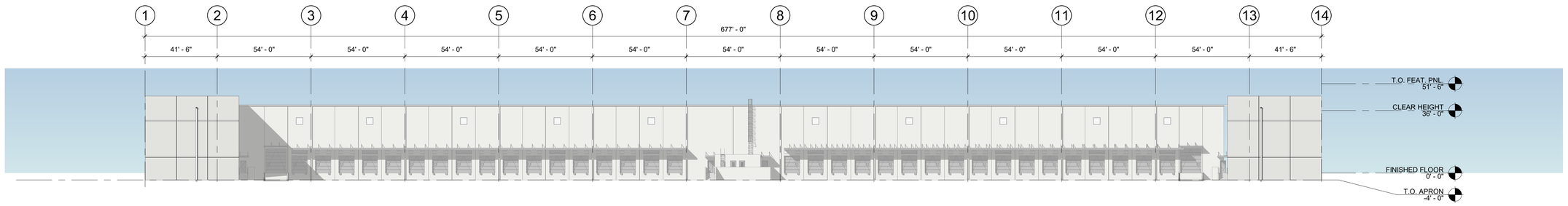
Principal: BR
Project Director: CM
Project Manager: CM
Drawn by: AMS
Checked by: MAB

Sheet No.
A3.40



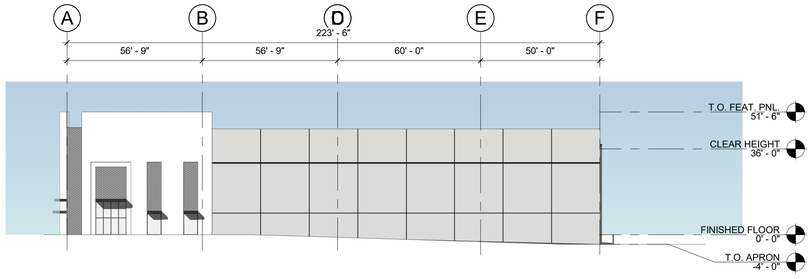
1 NORTH ELEVATION

A3.50 SCALE: 1" = 30'-0"



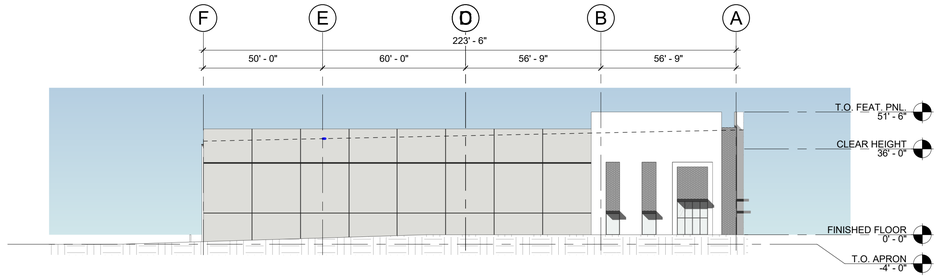
2 SOUTH ELEVATION

A3.50 SCALE: 1" = 30'-0"



3 WEST ELEVATION

A3.50 SCALE: 1" = 30'-0"



4 EAST ELEVATION

A3.50 SCALE: 1" = 30'-0"

SPA SUBMITTAL 04/15/2022

RLC Architects
7100 N. Federal Hwy, 2nd Floor,
Boca Raton, FL 33487
Tel 561 395 6585 Fax 561 395 0007
www.rlcarchitects.com

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STATE of FLORIDA REGISTERED ARCHITECTS No. AA26001060

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STATE OF FLORIDA
BRUCE R. RETZSCH
AR0009996
REGISTERED ARCHITECT
2022.04.04 08:50:11 -04'00'
BRUCE RETZSCH, AIA

IRONWOOD COMMERCE CENTER - PHASE 2
OPA-LOCKA, FLORIDA
LINK LOGISTICS

REVISIONS

No.	Date	Description

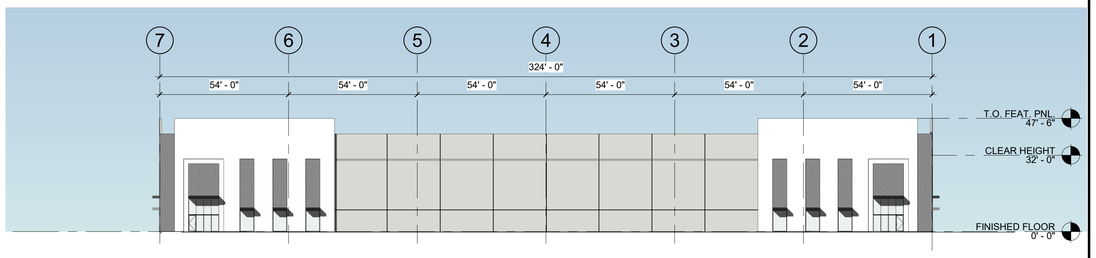
Drawing Title:
BUILDING 5- ELEVATIONS

Scale: As Noted
Project No: 20049.00
Issue date: 04/15/2022

Principal: BR
Project Director: CM
Project Manager: CM
Drawn by: AMS
Checked by: MAB

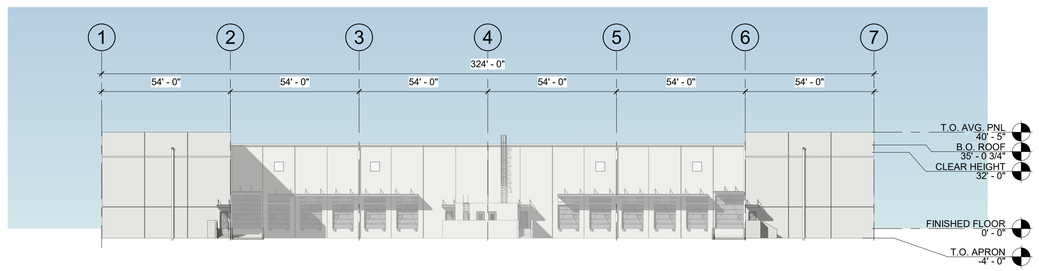
Sheet No.
A3.50

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4/21/2022 3:28:51 AM



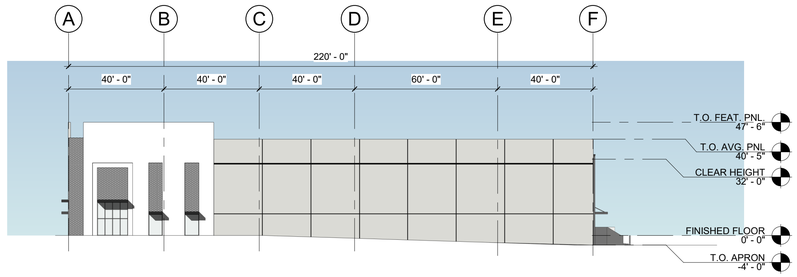
1 NORTH ELEVATION

A3.60 SCALE: 1" = 30'-0"



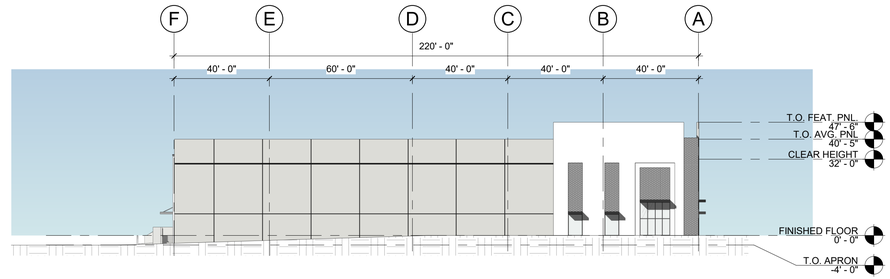
2 SOUTH ELEVATION

A3.60 SCALE: 1" = 30'-0"



3 WEST ELEVATION

A3.60 SCALE: 1" = 30'-0"



4 EAST ELEVATION

A3.60 SCALE: 1" = 30'-0"

SPA SUBMITTAL 04/15/2022

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7100 N. Federal Hwy, 2nd Floor,
Boca Raton, FL 33487
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STATE OF FLORIDA
BRUCE RETZSCH
LICENSED
AR0009896
REGISTERED ARCHITECT
2022.04.04 08:50:17-04'00'
BRUCE RETZSCH, AIA

IRONWOOD COMMERCE CENTER - PHASE 2
OPA-LOCKA, FLORIDA
LINK LOGISTICS

REVISIONS

No.	Date	Description

Drawing Title:
BUILDING 6- ELEVATIONS

Scale:	As Noted
Project No:	20049.00
Issue date:	04/15/2022

Principal:	BR
Project Director:	CM
Project Manager:	CM
Drawn by:	AMS
Checked by:	MAB

Sheet No.
A3.60

D:\00_WORK\26_RLC\262_Opa Locka Flea Market ASPR\20049.00_ARCH_SD_BLDG 6.rvt
4/21/2022 3:36:29 AM



1 FRONT ENTRY
A4.10 SCALE: 6" = 1'-0"

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Boca Raton, FL 33487
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www.rlcarchitects.com

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STATE OF FLORIDA
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AR0009696
REGISTERED ARCHITECT
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BRUCE RETZSCH, AIA

IRONWOOD COMMERCE CENTER - PHASE 2
OPA-LOCKA, FLORIDA
LINK LOGISTICS

REVISIONS

No.	Date	Description

Drawing Title:
EXTERIOR RENDERING

Scale:	As Noted
Project No:	20049.00
Issue date:	04/15/2022

Principal:	BR
Project Director:	CM
Project Manager:	CM
Drawn by:	AMS
Checked by:	MAB

SPA SUBMITTAL 04/15/2022

Sheet No.
A4.10

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4/20/2022 6:34:31 PM



1 CORNER PERSPECTIVE
A4.20 SCALE: 6" = 1'-0"

SPA SUBMITTAL 04/15/2022

RLC Architects
7100 N. Federal Hwy, 2nd Floor,
Boca Raton, FL 33487
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STATE OF FLORIDA
BRUCE RETZSCH
AR0009896
REGISTERED ARCHITECT
2022.04.04 08:52:43-04'00'
BRUCE RETZSCH, AIA

IRONWOOD COMMERCE CENTER - PHASE 2
OPA-LOCKA, FLORIDA
LINK LOGISTICS

REVISIONS

No.	Date	Description

Drawing Title:
EXTERIOR RENDERING

Scale:	As Noted
Project No:	20049.00
Issue date:	04/15/2022

Principal:	BR
Project Director:	CM
Project Manager:	CM
Drawn by:	AMS
Checked by:	MAB

Sheet No.
A4.20

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4/20/2022 6:34:33 PM

Sponsored by: Interim City Manager

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL, AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000- 0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, GPT NW 42ND AVENUE OWNER II, LLC C/O GRAMERCY PROPERTY TRUST & GPT NW 42ND AVENUE OWNER III, LLC C/O GRAMERCY PROPERTY TRUST seeks to redevelop this two-parcel site with the construction and operation of an industrial and commercial mixed-use retail and warehouse distribution facility in accordance with the Commercial B-3 zoning district and the Corridor Mixed Use Overlay requirements. The applicant has prepared a site plan to illustrate the proposed retail and warehouse distribution facility; and

WHEREAS, according to the City of Opa-Locka's official Zoning Map, the Property is designated B-3 (Commercial Intensive Business District) and is subject to a Corridor Mixed-Use Overlay, which allows for an industrial/ commercial mixed use, including retail and warehouse/ distribution facilities; and

WHEREAS, as indicated on the accompanying plans, the proposed development would consist of six buildings containing approximately 741,837 square feet which combines both commercial and warehouse uses and 74,182 square feet of office use; and

WHEREAS, the Plans also incorporate traditional Moorish architecture to complement the surrounding community and the general design goals of the City; and

WHEREAS, the Planning & Zoning Board reviewed this request on September 13, 2022, for development agreement approval and recommended approval by a 4-0 vote; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to approve the development agreement of Applicant within the City, as provided herein and attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. **Recitals.**
The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. Approva1/Denial.
Approval/Denial of Development Agreement. The City Commission of the City of Opa-Locka has reviewed the recommendation of the Planning & Zoning Board and hereby approves / denies the Development Agreement request for the construction and operation of an industrial and commercial mixed-use retail, and warehouse distribution facility on the property located at 12691 NW 42nd Avenue and identified by folio 08-2129-000-0050 and 12705 NW 42nd Avenue and identified by folio 08-2129-000-0064 and both properties are in the B-3 Zoning District. A copy of the Development Agreement with a copy of the approved Site Plan is attached hereto and incorporated herein as composite Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City.

SECTION 4. EFFECTIVE DATE.

This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED and ADOPTED this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Williams	(Yes)	(No) _____
Commissioner Kelley	(Yes)	(No) _____
Commissioner Bass	(Yes)	(No) _____
Vice Mayor Ervin	(Yes)	(No) _____
Mayor Taylor	(Yes)	(No) _____

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**	DocuSigned by:		
City Manager:	Darvin Williams			**CM Signature**	Darvin Williams C48C07C1E8DE492...		
Commission Meeting Date:	December 14, 2022		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**
				X			
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Resolution Reading:** *(Enter X in box)*		**1st Reading**		**2nd Reading**
					X		
		X	**Public Hearing:** *(Enter X in box)*		**Yes**	**No**	**Yes**	**No**
					X			X
Funding Source: *Account#:*	*(Enter Fund & Dept)* Ex: N/A See Financial Impact section below		**Advertising Requirement:** *(Enter X in box)*		**Yes**		**No**	
					X			
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**					
		X						
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*			
	X							
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT REQUEST FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL, AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000-0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The Applicant, GPT NW 42nd Avenue Owner II, LLC & GPT NW 42nd Avenue Owner III, LLC seeks to redevelop this two-parcel site and has submitted formal requests for site plan and development agreement approvals for the construction and operation of an industrial and commercial mixed-use retail and warehouse distribution

facility in accordance with the Commercial B-3 zoning district and the Corridor Mixed use Overlay requirements.

Background

This property is located in the southwest section of the City of Opa-locka on the east-side of NW 42nd Avenue, across from the City's Public Works Department. The property is owned by GPT NW 42nd Avenue Owner II LLC and GPT NW 42nd Avenue Owner III LLC according to Miami-Dade County Property appraiser's website. As indicated on the site plan the proposed development would consist of six buildings containing approximately 741,837 square feet which combines both commercial and warehouse uses and would provide 74,182 square feet of office use.

The applicant intends to develop the property with a commercial logistics uses in accordance with the Commercial B-3 zoning district regulations and the corridor mixed use overlay requirements for the inclusion of industrial warehouse and distribution uses. The proposed development would consist of six buildings containing over 740,000 square feet and incorporates traditional Moorish architecture to complement the surrounding community and general design goals of the City. This development provides for both commercial and warehouse uses with a commercial visual appeal. This planned development is anticipated to generated approximately 1,000 construction jobs, 765 permanent jobs, and an excess of $90 million in new investment inclusive of $6 million of permits and impact fees.

The City of Opa-locka's Comprehensive Plan, Future Land Use Plan map provides that the property has a land use designation of "Commercial" with a "Corridor Mixed Use Overlay", for "Parcel 1" and a land use designation of "industrial" with a "Corridor Mixed Use Overlay", for "Parcel 2" which allows for an industrial/commercial mixed-use, which would include warehouse / distribution facilities and showrooms. Because the buildings are expected to be built on a speculative basis for many tenants and are not a build-to-suit for a specific tenant in mind, measurable commercial-retail at this time is not possible in order to preserve flexibility needed to best respond to leasing demand once the buildings are constructed. The site plan does provide a means for separate uses within each building to permit commercial retail, showroom and flex office space.

The proposed development use "Retail Center" and 'Warehouse Distribution Center" is in harmony with the general characteristic of the surrounding neighborhood for Commercial/Industrial Uses. For Horizontal Mixed Use the Development where the different types of uses, industrial and commercial are horizontally integrated, the site plan has multiple buildings, and each building may be a separate use. There must be clear indicators as to the area designated for retail and for commercial uses. Retail uses must be specific to the products produced on site and any accessory uses. The applicant is proposing a speculative, multi-tenant commercial logistics project that has been designed to attract small- and medium-sized users that are anticipated to require approximately 10% in aggregate of square footage as retail/showroom and flex office space buildout inside the buildings. The buildings facing LeJeune and Douglas/LeJeune will feature shallower depths at 145 feet, more glass and storefronts, high auto parking counts, enhanced lighting and concealed truck courts, which are visually appealing to the neighborhood and will attract smaller businesses with office/showroom/retail spaces along the storefronts.

According to the City's Land Development Regulation/ Zoning Code B-3 (Commercial Industrial) allows Warehouse facilities for light industrial and light manufacturing uses; The B-3 Zoning District also permits B-1 & B-2 Uses and the district permits Flea Markets & Bazaars. As a mixed-use development there must be clear indications of retail, sales and service uses and distinct indicators of where those uses will be located. The MXUOD District permits Retail and Service Uses as well as Hotels, Movie Theaters, Health Spas, and Medical and Business Offices. The commercial mixed use also includes Recreational Facilities that include recreation buildings for indoor sports, i.e. indoor soccer, swimming pools, parks, (which could include a water park) open space and recreational area for tennis courts, basketball courts, etc.

Financial Impact

Approval of this site plan and development agreement will not provide any negative financial impact.

DocuSign Envelope ID: 6FBF0E7B-1B4C-497C-A75B-13BF91AAA552

Proposed Action:

Staff recommended approval of this Resolution

Attachment:

DRAFT Resolution
P&Z Application Package
P&Z Board Meeting Minutes 9-13-22

Holland & Knight
701 Brickell Avenue, Suite 3300 | Miami, FL 33131 | T 305.789.7782 | F 305.789.7799
Holland & Knight LLP | www.hklaw.com

Joseph G. Goldstein, Esq.
(305) 789-7782
joseph.goldstein@hklaw.com

April 19, 2022

VIA HAND DELIVERY

Mr. Gregory Gay
Director, Planning and Community Development Department
3400 NW 135 Street, Building B
Opa-Locka, Florida 33054

Re: GPT NW 42 Avenue Owner II LLC and GPT NW 42 Avenue Owner III LLC - Letter of Intent for Development Agreement Application

Dear Mr. Gay:

This letter constitutes the letter of intent on behalf of GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC (the "Applicants") in support of their request for development agreement approval for a proposed commercial logistics facility ("Development Agreement Request"). The Applicant has simultaneously submitted an application for site plan approval in connection with the proposed commercial logistics facility ("Site Plan Application"). The documentation in support of the Site Plan Application and the application itself are incorporated into this Development Agreement Request.

The properties that are the subject of this request consists of a ± 43.76 acres of land located at 12691 NW LeJeune Road in Opa-Locka, Florida and identified by folio number 08-2129-000-0050 ("Parcel 1") and that certain ± 9.98 acres of land located at 12705 NW LeJeune Road in Opa-Locka, Florida and identified by folio number 08-2129-000-0064 ("Parcel 2") (collectively, the "Property"; legally described in Exhibit "A"). Parcel 1 is located in the southeast corner of NW 42 Avenue/LeJeune Road and State Road 924/Gratigny Parkway, south of the Miami-Dade County canal while Parcel 2 is located west of the Douglas



Road/LeJeune Road connector and north of the Miami-Dade County canal. Parcel 1 has served as the location for the Opa-Locka Flea Market and Parcel 2 is currently used for truck parking. Both parcels are surrounded by industrial uses to the north and to the west, while Parcel 1 is directly east of a recently approved logistics/warehouse and commercial development. An aerial of the Property is included below.

The Applicants seek to develop the Property with a commercial logistics project in accordance with the Commercial and Corridor Mixed Use Overlay requirements. The Applicants have prepared a site plan ("Site Plan") to illustrate the proposed commercial logistics facility.

In addition to the proposed site plan, the Applicant is proffering a development agreement pursuant to Article V, Section 22-112 of the City Code and Sections 163.3220-163.3243 of the Florida Statutes seeking approval alongside the site plan application. The Development Agreement generally, among other things, provides that (i) the project will be designed and maintained according to the plans provided in the Site Plan Application, (ii) infrastructure needs will be met, and (iii) it will use commercially reasonable efforts to employ Opa-Locka residents through the assistance of the Career Source South Florida Office (or other similar organization as determined by City) and to encourage all contractors retained to develop the Project to do the same.

Based on the above and attached, the Applicant respectfully requests your favorable consideration of the application. If you have any questions or require any additional information, please do not hesitate to call at 305-789-7782.

Sincerely,

HOLLAND & KNIGHT, LLP

Joseph G. Goldstein

Enclosures

Cc: Burnadette Norris-Weeks, Esq.
Mr. Gerald Lee
Mr. Clifton Coffey
Mr. Anthony Nelson
Mr. Camilo Rios
Mr. Jorge Rios
Robert Holland, Esq.
Alessandria San Roman, Esq.

Exhibit "A"

Legal Description

LEGAL DESCRIPTION:

PARCEL 1:

THE NW 1/4 OF THE SE 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, LESS THE NORTH 35 FEET AND LESS THE SOUTH 300 FEET OF THE WEST 413 FEET THEREOF, AND LESS THE WEST 50 FEET FOR ROAD RIGHT OF WAY FOR N.W. 42ND AVENUE AND LESS THE EAST 15.00 FEET OF THE SOUTH 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, AND LESS A 15 FOOT STRIP OF LAND CONVEYED TO THE CITY OF OPA LOCKA, FLORIDA, IN WARRANTY DEED RECORDED DECEMBER 18, 1991 IN OFFICIAL RECORDS BOOK 15313, PAGE 3753, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 3:

PARCEL I:

A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 86°47'03 EAST ALONG THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29 FOR A DISTANCE OF 1132.58 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE RUN NORTH 03°01'12" WEST FOR A DISTANCE OF 1210.00 FEET TO A POINT OF INTERSECTION WITH A LINE THAT IS PARALLEL TO THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 86°47'03" EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 531.43 FEET TO THE POINT OF INTERSECTION WITH THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5363.84 FEET, SAID CURVE BEING THE NORTHWESTERLY RIGHT-OF-WAY BOUNDARY OF THE LE JEUNE-DOUGLAS EXPRESSWAY AND N.W. 119TH STREET EXPRESSWAY, ACCORDING TO THE RIGHT-OF-WAY MAP RECORDED IN PLAT BOOK 77, AT PAGE 96, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT BEARING NORTH 71°17'02.6" WEST FROM THE CENTER OF SAID CURVE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°25'31 .4" FOR A DISTANCE OF 1256.84 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29, SAID POINT BEARING NORTH 84°42'34" WEST FROM THE CENTER OF THE AFORESAID CURVE; THENCE RUN SOUTH 86°47'03" WEST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 206.39 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE WEST 10 FEET THEREOF.

PARCEL II:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS RUNNING OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

LOT 7, IN BLOCK 1, OF "LE JEUNE INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOCK 100, AT PAGE 51, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AS SET OUT IN INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 11076, AT PAGE 601, AS AMENDED BY INSTRUMENT FILED IN OFFICIAL RECORDS BOCK 14441, PAGE 1400.

Received:
By:
Date:

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD MEETING SCHEDULE AND REQUIREMENTS FY 2019-2020

TOTAL FEES: $_____ New Fees as of October 1, 2015

FY 2018-2019 Meeting Dates (1st Tuesday of Each Month)	**Date Application Found Sufficient**
October 1, 2019	August 16, 2019
November 5, 2019	September 20, 2019
December 3, 2019	October 18, 2019
January 7, 2020	November 22, 2019
February 4, 2020	December 20, 2019
March 3, 2020	January 17, 2020
April 7, 2020	February 21, 2020
May 5, 2020	March 20, 2020
June 2, 2020	April 18, 2020
July 7, 2020	May 22, 2020
August 4, 2020	June 19, 2020
September 8, 2020	July 24, 2020

1. All individuals seeking to appear before the Planning & Zoning Board must submit a complete Planning & Zoning Board application, with the required documents and fees totaling (as established by ordinance), paid by check or money order to the City of Opa-locka. Failure to submit all documents and fees will result in your case not being scheduled to be heard at a meeting.

2. If the applicant seeking to appear before the Planning & Zoning Board is not the property owner he must provide an affidavit of authorization from the property owner.

3. All regular meetings are held on the first Tuesday of each month at the City of Opa-locka City Commission Chambers, Meeting Time 7:00 P.M. *(time and location are subject to change, please check with the Planning and Community Development Department for exact time and location of the meetings).*

4. Application package must include all required documents per checklist and fees of The City of Opa-locka. The application will be reviewed by the Department and will be scheduled for the next P&Z meeting upon finding of sufficiency.

5. You are required to complete and return this application along with all the information and documentation (see page 2 check list) requested to the:

   City of Opa-locka
   Planning & Community Development Department
   780 Fishermen Street 4th floor
   Opa-locka, FL 33054
   Telephone: 305-953-2868, Ext. 1503
   Facsimile: 305-953-3060

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

" THE GREAT CITY "

City of OPA-LOCKA Florida

PLANNING & ZONING BOARD APPLICATION

APPLICATION NUMBER: _____ CHECK NUMBER: _____ DATE RECEIVED: _____

PROPERTY OWNER'S NAME: GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC

PROPERTY OWNER'S ADDRESS: 90 Park Avenue 32 Floor NY NY 10016
Number/Street City State/Zip Code

APPLICANT'S NAME: Same as Property Owner

APPLICANT'S ADDRESS: Same as Property Owner
Number/Street City State/Zip Code

PHONE NUMBER: OFFICE (212) 297-1007 HOME _____ OTHER _____

SUBJECT PROPERTY ADDRESS: 12691 NW LeJeune Road and 12705 NW LeJeune Road
Number/Street

TAX FOLIO NUMBER: 08-2129-000-0050 & 08-2129-000-0064 PRESENT ZONING: B-3

LEGAL DESCRIPTION: See attached Exhibit "A"

Please check specific request:

___Tentative Plat
___Final Plat
___Comprehensive Plan Amendment: ___Small Scale; ___Large Scale *(please specify type of amendment below)*
___ Rezoning
___Drainage Plan
___Fill Permit Request
___Preliminary Site Plan Review
___Final Site Plan Review
___Conditional Use Permit – No Plans
___Conditional Use Permit – With Plans
___Special Exception – No Plans
___Special Exception – With Plans
_X_Development Agreement
___Restrictive Covenant
___Other – Please specify: _____

Add any additional information that may be of importance to this request:

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
(Checklist)

Applications will not be accepted without the following data. For a public hearing, all items below are necessary and must be submitted.

X Completed application form

_____ Application fee payable to the City of Opa-locka by check or money order

X Copy of property owner's and/or applicant's driver license/photo I.D.

X Affidavit (**see below**), and power of attorney of the property owner (**page 3**) (**Both must be Notarized**)

_____ A completed Neighborhood Petition form (attached) with the signature of each property owner in front, in the rear, to the left and to the right of the subject property, indicating his or her support for the proposed project. (Must include name, address, folio and phone number).

X All preliminary and final site plans, along with property survey, must be submitted on CD-Rom disc in Cad and PDF format.

X Fifteen (15) certified boundary and topographic surveys of the property (size 36 x 24 inches). (The submitted property survey must not exceed a maximum of two (2) years from date created in order to be considered acceptable by the City of Opa-locka)

X Fifteen (15) copies of Site Development Plan showing all drainage, water, sewer, structures, landscaping and parking in accordance with the City's zoning ordinance; (size 36 x 24 & at least 7 Sealed Copies

X Map showing parcel to be considered and all properties' legal descriptions thereof, within 375' radius of said parcel. Map to be 1" = 100" scale. Owner's name, address, folio number and legal description on each parcel (Original and 2 copies size of document to accommodate scale)

X Narrative concept must be submitted with application

AFFIDAVIT

I, GPT NW 42nd Avenue Owner II LLC and GPT NW 42nd Avenue Owner III LLC, being first duly sworn, depose and say that I am the **OWNER** of the property ,and I understand that this application must be complete and accurate before a public hearing can be advertised.

_____
Signature

3.22.22
_____
Date

Sworn to and subscribed before me:

This 22nd day of March, 2022.

Banica Defrank
_____
Notary Public

My commission expires 06/03/2025.

Attach copy of identification

BANICA DEFRANK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6283659
Qualified in Queens County
Commission Expires June 03, 2025

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

PLANNING & ZONING BOARD APPLICATION
POWER OF ATTORNEY

This form is to be attached to all applications, and to be returned with the application. No application will be honored or persons heard by the Planning & Zoning Board unless a notarized copy of this Power of Attorney is submitted.

To: City of Opa-locka
From: GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC

Subject: Power of Attorney (authorization for a person, other than the property owner, to speak in the property owner's behalf).

I GPT NW 42nd Avenue Owner II LLC & GPT NW 42ns Avenue Owner III LLC, being first duly sworn, depose and say that I am the owner of the property legally described as:
See Exhibit "A"

I do give to Holland & Knight LLP (Joseph G. Goldstein, et al.) the power of Attorney and authority to speak on my behalf and process the enclosed application for site plan approval in reference to the above described property. Further, by affixing my notarized signature to this document, I also authorize Holland & Knight LLP (Joseph G. Goldstein, et al.) to negotiate and commit to the City Commission and City Administration in my behalf. I will abide by all final determinations of the City Commission and City Administration.

Signature

3.22.22
Date

Sworn to and subscribed before me:

This 22nd day of March, 2022.

Banica Defrank
Notary Public

My commission expires: 06/03/2025.

BANICA DEFRANK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6283659
Qualified in Queens County
Commission Expires June 03, 2025

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Received:
By:
Date:

Attach copy of identification

PLANNING & ZONING BOARD
NEIGHBORHOOD PETITION

RE: PROPERTY ADDRESS: 12691 NW LeJeune Road and 12705 NW LeJeune Road

LEGAL DESCRIPTION: See Exhibit "A"

I SUPPORT THIS DEVELOPMENT REQUEST _____

I DO NOT SUPPORT THIS DEVELOPMENT REQUEST _____

PROPERTY OWNER'S NAME: _____ PHONE: _____

ADDRESS (If different): _____

_____
Signature

Reference to Ordinance 15-13
Land Development Regulations/ Zoning Code: Ordinance 15-31

Exhibit "A"
Legal Description

LEGAL DESCRIPTION:

PARCEL 1:
THE NW 1/4 OF THE SE 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, LESS THE NORTH 35 FEET AND LESS THE SOUTH 300 FEET OF THE WEST 413 FEET THEREOF, AND LESS THE WEST 50 FEET FOR ROAD RIGHT OF WAY FOR N.W. 42ND AVENUE AND LESS THE EAST 15.00 FEET OF THE SOUTH 1/2 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, AND LESS A 15 FOOT STRIP OF LAND CONVEYED TO THE CITY OF OPA LOCKA, FLORIDA, IN WARRANTY DEED RECORDED DECEMBER 18, 1991 IN OFFICIAL RECORDS BOOK 15313, PAGE 3753, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 3:

PARCEL I:

A PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 29, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 86°47'03 EAST ALONG THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29 FOR A DISTANCE OF 1132.58 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE RUN NORTH 03°01'12" WEST FOR A DISTANCE OF 1210.00 FEET TO A POINT OF INTERSECTION WITH A LINE THAT IS PARALLEL TO THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 86°47'03" EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 531.43 FEET TO THE POINT OF INTERSECTION WITH THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5363.84 FEET, SAID CURVE BEING THE NORTHWESTERLY RIGHT-OF-WAY BOUNDARY OF THE LE JEUNE-DOUGLAS EXPRESSWAY AND N.W. 119TH STREET EXPRESSWAY, ACCORDING TO THE RIGHT-OF-WAY MAP RECORDED IN PLAT BOOK 77, AT PAGE 96, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT BEARING NORTH 71°17'02.6" WEST FROM THE CENTER OF SAID CURVE; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°25'31 .4" FOR A DISTANCE OF 1256.84 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 29, SAID POINT BEARING NORTH 84°42'34" WEST FROM THE CENTER OF THE AFORESAID CURVE; THENCE RUN SOUTH 86°47'03" WEST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 206.39 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE WEST 10 FEET THEREOF.

PARCEL II:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS RUNNING OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

LOT 7, IN BLOCK 1, OF "LE JEUNE INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOCK 100, AT PAGE 51, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AS SET OUT IN INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 11076, AT PAGE 601, AS AMENDED BY INSTRUMENT FILED IN OFFICIAL RECORDS BOCK 14441, PAGE 1400.

Record and Return to:
(enclose self-addressed stamped envelope)

Holland & Knight, LLP
(Joseph G. Goldstein, et. al.)
701 Brickell Avenue, Suite 3300,
Miami, FL 33131

This Instrument Prepared by:
Burnadette Norris-Weeks
City Attorney
780 Fisherman Street
4th Floor
Opa-locka, Florida 33054

SPACE ABOVE THIS LINE FOR RECORDING DATA

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND GPT NW 42ND AVENUE OWNER II LLC & GPT NW 42ND AVENUE OWNER III LLC

THIS DEVELOPMENT AGREEMENT ("Agreement") is made, and entered into this___day of_____2022 ("Execution Date") by and between GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC (the "Owner"), a Florida limited liability company with the mailing address of 90 Park Avenue 32 Floor, NY, NY 10016 and the City of Opa-Locka, Florida, a municipal corporation and a political subdivision of the State of Florida ("City"), with a mailing address of 780 Fisherman Street, Opa Locka, Florida 33054.

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of approximately 53.74 acres of land located at approximately 12691 LeJeune Road and 12705 LeJeune Road within the municipal boundaries of the City and identified by Miami Dade County Tax Folio Nos. 08-2129-000-0050 and 08-2129-000-0064, (the "Property"), the legal description of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the City Commission adopted Resolution Number _____, approving a Site Plan, for the Proposed Development which consist of six buildings containing over 740,000 square feet and incorporates traditional Moorish architecture to complement the surrounding community and general design goals of the City, and 786 parking spaces for office/employee/warehouse parking, and the planting of 1,043 trees and 12,770 shrubs in the office parking area as well as on the property perimeter and 36,284 square feet of landscaped open space in accordance with the GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC approved site plan; and

WHEREAS, according to Sections 163.3220 through 163.3243, F.S., known as the Florida Local Government Development Agreement Act, the Florida Legislature has determined that the lack

of certainty in the development process can result in a waste of economic and land development resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

WHEREAS, the Florida Legislature has declared that assurances to an Owner that it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

WHEREAS, the Owner and the City desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish identifiable parameters for future development; and

WHEREAS, the City Commission pursuant to Resolution No.____ , adopted on _____ , authorizes the City Manager to execute this Agreement upon the terms and conditions set forth and listed below, and the Owner is authorized to execute this Agreement upon the terms and conditions set forth by the City Commission and as listed below; and

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein set forth, the Owners and City agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

2. Consideration. The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.

3. Definitions.
   a. "Additional Term" anyone or more additional term(s) approved by mutual consent of the parties pursuant to a public hearing pursuant to Section 163.3225, F.S.
   b. "Agreement" means this Chapter 163, F.S., Development Agreement between the City and Owner.
   c. "City" means the City of Opa-Locka, a municipal corporation and a political subdivision of the State of Florida, and all departments, agencies, and instrumentalities subject to the jurisdiction thereof.
   d. "Comprehensive Plan" means the plan adopted by the City pursuant to Chapter 163, F.S.
   e. "Owner" means the persons or entities undertaking the development of the Property, defined in the preamble to this Agreement, GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC., (the "Owner"), a Florida limited liability company, with the mailing address

of 90 Park Avenue 32 Floor, NY, NY 10016 and/or any of its respective successors, assigns, or heirs thereof.

f. Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.

g. 'Development Permit" includes any building permit, zoning or subdivision approval, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

h. "Effective Date" is the date this Agreement is recorded with the clerk of the Circuit Court in and for Miami-Dade County,

i. "Entire Term" is the total term of this Agreement, combining the Initial Term (thirty (30) years) and the Additional Term, as defined herein

j. "Execution Date" is the date that all parties have affixed their signatures to this Agreement.

k. "Existing Zoning" means (a) all entitlements associated with the City's approval of the GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC., Site Plan, at approximately 12961 LeJeune Road & 12705 LeJeune Road, and (b) the provisions of the Charter, Comprehensive Plan and Laws of the City of Opa-locka, including the City of Opa-locka's Unified Land Development Regulation Code and the Ordinance, as amended through the Effective Date.

l. "Final Site Plan" means the GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC., Site Plan, at approximately 12961 LeJeune Road & 12705 LeJeune Road "Final Site Plan" approved by the City Commission via Resolution No._____ for the Proposed Development which includes the construction of six buildings containing over 740,000 square feet and incorporates traditional Moorish architecture to complement the surrounding community and general design goals of the City, and 786 parking spaces for office/employee/warehouse parking, and the planting of 1,043 trees and 12,770 shrubs in the office parking area as well as on the property perimeter and 36,284 square feet of landscaped open space in accordance with the GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC approved site plan as may be amended from time to time.

m. "Governing Body" means the City of Opa-Locka's City Commission.

n. "Initial Term" is thirty (30) years commencing on the Effective Date.

o. "Land" means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land, except as provided herein.

p. "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the City for the regulation of any aspect of development and includes any 1ocal government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of or construction upon land in effect as of the Effective Date.

q. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, and rules adopted by the City of Opa-Locka affecting the development of land in effect as of the Effective Date, including Opa-Locka's Land Development Regulation Code, the Ordinance 15-31.

r. "Parties" means the City and the Owner, GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC.

s. "Project" shall mean the GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC and development of the 2.94 acre Property at 12961 LeJeune Road & 12705 LeJeune Road, and identified by Miami-Dade County Tax Folio Nos 08-2129-000-0050 and 08-2129-000-0064 (the "Property), as described in the plans prepared by Langan Engineering and Environmental Services, Inc., and dated 3-29-22, which proposes the construction of six retail and warehouse & distribution buildings containing over 740,000 square feet and incorporates traditional Moorish architecture to complement the surrounding community and general design goals of the City and the development of 786 office/employee/warehouse parking spaces; the planting of 1,043 and 12,770 shrubs in the office parking area as well as on the property perimeter and 36,284 square feet of lawn coverage. in accordance with the GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC approved site plan as may be amended from time to time.

t. "Property" shall mean the parcel of real property defined in the preamble to this Agreement, and legally described in Exhibit "A" hereto.

u. "Public Facilities" means major capital improvements, including, but not limited to transportation, transit, sanitary sewer, solid waste, drainage, potable water, educational facilities, parks and recreational, and health systems and facilities for which the City's Comprehensive Plan sets forth required levels of service.

v. "Resolution" shall mean City of Opa-Locka Resolution Number _____ and _____ approving the Project and this Agreement.

4. Intent. It is the intent of the Owner and the City that this Agreement shall be construed and implemented as a development agreement among the parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3220 through 163,3243, F.S., ("Act"), in compliance with Article V, Section 22-112 of the City of Opa-locka's Land Development Regulation Code, the Ordinance, and the Resolution.

5. Effective Date. Immediately upon approval by the City and execution by all parties, the City shall record, with recording fees paid by the Owner, the Agreement with the clerk of the Circuit Court for Miami-Dade County. This Agreement shall become binding on the Effective Date. Notwithstanding the Effective Date provided herein and required by Section 163.3239, F.S., the City, and the Owner shall act in good faith to carry out the intent of the Agreement upon the Execution Date.

6.Term of Agreement and Binding Effect. This Agreement shall run with the land, remain in full force and effect, and be binding on all parties (including the Owner)

and all persons claiming under it for an Initial Term of thirty (30) years from the Effective Date, and may be extended for one or more Additional Term(s) thereafter by mutual consent of the parties subject to two public hearings pursuant to Section 163.3225, F.S. Consent to any extension or modification of this Agreement requires approval of both parties to this Agreement. No notice of termination shall be required by either party upon the expiration of this Agreement and thereafter the parties hereto shall have no further obligations under this Agreement. The obligations imposed pursuant to this Agreement upon the parties and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and/or assigns.

7. Termination. No notice of termination shall be required by either Party upon the expiration of this agreement and thereafter the Parties hereto shall have no further obligations under this agreement.

8. Expiration / Termination / Default Upon the expiration of the Agreement, the City shall have ability and the rights under its police power to adopt Land Development Regulations not inconsistent with the rights granted hereunder. In the event of termination or default, no further rights under this Agreement shall exist, whether brought under a claim of vested right, estoppel or otherwise.

9. Development Conditions. In accordance with Section 163.3227(c), F.S., the Owner agrees as follows:

a. All impacted Public Facilities shall be adequate to serve the Property at an acceptable level of service prior to the issuance of a Certificate of Occupancy for the Project and shall be served by water and sanitary sewer main extensions as required by the city in accordance with Miami-Dade County permitting requirements.

b. All Public Facility improvements required by the City, by Miami-Dade County, Florida, or voluntarily proposed by the Owner to be installed by Owner shall be constructed in accordance with applicable governmental regulations prior to the issuance of a Certificate of Occupancy of the Project.

c. All signage shall comply with all city sign code ordinance requirements.

d. Provide an Economic and Fiscal Impact Analysis & Provide a Market Feasibility Study, dated in '2022 to resolve the following LDR requirements:

- According to the City's Land Development Regulation/ Zoning Code B-3 (Commercial Industrial) allows Warehouse facilities for light industrial and light manufacturing uses;
- The B-3 Zoning District also permits B-1 & B-2 Uses and the district permits Flea Markets & Bazaars
- As a mixed-use development there must be clear indications of retail, sales and service uses
  and distinct indicators of where those uses will be located.

- The MXUOD District permits Retail and Service Uses as well as Hotels, Movie Theaters, Health Spas, and Medical and Business Offices. The commercial mixed use also includes Recreational Facilities that include recreation buildings for indoor sports, i.e. indoor soccer, swimming pools, parks, (which could include a water park) open space and recreational area for tennis courts, basketball courts, etc. The site plan does not clearly display the location of commercial uses.

- The proposed development use "Retail Center" and 'Warehouse Distribution Center" is in harmony with the general characteristic of the surrounding neighborhood for Commercial/Industrial Uses. For Horizontal Mixed Use the Development where the different types of uses, industrial and commercial are horizontally integrated, the site plan has multiple buildings, and each building may be a separate use. There must be clear indicators as to the area designated for retail and for commercial uses. Retail uses must be specific to the products produced on site and any accessory uses. The site plan does not indicate separate uses in each building and does not address the composition of commercial retail vs industrial use assignment.

e. Owner will abide by and not deviate from the terms of its graphic and verbal representation submitted to the City Commission in order to receive approval of the Project. Such items include but are not specifically limited to:
    1) Design of all physical structures, water bodies, private and public improvements and
    2) The color and dimensional characteristics of all building materials
    3) All landscaping, loading areas and parking spaces must be provided and maintained as shown on the site plan

f. Owner shall preserve and maintain all buildings and structures consistent with the Project's Final Site Plan, or to cause any tenant of the Property to do so, for the entire period in which the Owner owns or controls at least 51% ownership of the Property, or controls at least 10% of any entity to which this Agreement has been assigned, sold or otherwise transferred. Any new owner must abide by the terms of this Agreement until the expiration of the Term of this Agreement as provided in paragraph 6 above. In the event of a force majeure or in the event of a casualty, the then owner has the option but is not obligated to rebuild, provided that the Property is cleared and maintained in accordance with City Code requirements. It is expressly understood by the Owner that the development of a project that is not substantially in accordance with the Final Site Plan shall require new approvals and be derivative of a Moorish design theme in accordance with City Code requirements. In addition, Owner shall maintain the Property in a manner consistent with Section 14-2 of the City Code. The landscaping and common areas of the Property shall be maintained by the Owner, its successors or assigns, or by a property owners' association pursuant to reciprocal easement agreement(s) ("REAs"), and /or a combination thereof. The entity or entities responsible for such maintenance shall be

determined by the Owner at its discretion. Owner shall provide the City with contact information of the entities or persons responsible for maintenance of the Property pursuant to this Paragraph. Any new owner must abide by the terms of this agreement until May 2052.

g. At the request of the City, Owner shall submit an annual report and shall provide additional documentation to the City as required by the Resolution to verify continuing compliance with the Resolution and this Agreement. A copy of the City's form of annual report is attached as Exhibit "B".

h. The Owner will not physically alter or substitute the design of structures, materials and colors included in the Project's Final Site Plan except as approved by the City in the City's sole discretion. In the event that building materials or colors are no longer available, the burden shall be on the Owner to prove that said materials or colors are in fact unavailable.

i. Owner agrees that the City may enter onto the Property to confirm compliance with the terms of this Agreement.

j. Owner agrees to use commercially reasonable efforts to:

1) Cooperate with the City on any City-initiated efforts with area economic development and educational organizations, including the Beacon Council, The Meek Foundation, Miami-Dade County Public Schools, and Miami-Dade College, to expand vocational and technical training programs for residents within the City through December 31, 2024; and
2) Recruit and employ qualified applicants who are City residents through the assistance of the Career Source South Florida office in coordination with the City of Opa-locka, and encourage all contractors retained to develop the Project to do the same, as follows:
    a) Prepare and provide the City with an outreach plan that outlines the Owner's anticipated commercially reasonable efforts to provide construction-related and permanent jobs to Opa-locka residents, prior to the issuance of the first building permit for vertical construction within the Property ("Outreach Plan"). Said Outreach Plan, at a minimum, shall require that local job fair(s) ("local" shall mean within the municipal boundaries of the City of Opa-locka; hereinafter "Local Job Fair") be held as described herein and shall outline job training opportunities within the Project.
    b) Host or require its general contactor(s) to host a Local Job Fair and provide a list of construction job openings to the

City to post on the City's website, prior to the issuance of the first building permit for vertical construction. The general contractor shall advise the City of any local new hires following its Local Job Fair(s).

k. All trash and garbage containers shall comply with all city dumpster enclosure requirements.

l. The following timelines shall be complied with by Owner, GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC, Said entity must work immediately to seek all applicable permits immediately upon approval of this Agreement and shall:
   1) Apply for building permits: within 6 months from the execution of the Development Agreement. The City Manager may grant a single 6 month extension for good cause shown.
   2) Must start construction: within 18 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause shown.
   3) Must complete project: within 24 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause shown.

10. Development Permits. In accordance with Section 163.3227(t), F.S., the City may need to approve the following additional development permits upon proper submission of all requirements, and City review or inspections, in order for the Owner to develop the Project:

(a) Site plan approvals;
(b) Modifications to existing approvals and permits, including the Project Site Plan;
(c) Water, sewer, paving and drainage permits
(d) Building permits
(e) Sign permits
(f) Certificates of use and occupancy; and
(g) Any other official action of the City and/or Miami-Dade County, Florida or other applicable regulatory agencies having the effect of permitting the development of land or providing permits required for the development of Property.
(h) Any City liens, fees, code violations or unpaid assessments shall be satisfied prior to the execution of this agreement for this Property.
(i) All currently non-complaint physical structures or vehicles if applicable, shall be removed prior to the execution of this agreement.

11. Public Services and Facilities; Concurrence. In accordance with Section 163.3227(d), F.S., the City and the Owner anticipate that the Property

and the Project will be served by those public services and facilities currently in existence as provided by the State of Florida, Miami-Dade County, the City, and/or as contemplated by the Applications. The Property and the Project will also be served by all public facilities provided in the City's Comprehensive Plan, specifically including but not limited to, those public facilities described in the Comprehensive Plan's Capital Improvements Element. For the purposes of concurrency, the City hereby agrees to provide, reserve, and allocate sufficient public facility capacity, including but not limited to water, sanitary sewer, solid waste, drainage, fire and police to serve the development of the Project on the Property for the period of this Agreement. The Owner shall be bound by the City impact fees and assessments in existence as of the Effective Date of this Agreement. Nothing in this paragraph shall relieve the Owner of the requirement to pay impact fees and assessments.

12. Consistency with Comprehensive Plan. In accordance with Section 163.3227(g), FS., the City hereby finds and declares that the Owners development of the Project on the Property complies with the Laws, ordinances, regulations and policies of the City of Opa-Locka, and is consistent with the City's Laws, Comprehensive Plan and Land Development Regulations.

13. Reservation of Development Rights. Except as otherwise provided in the Act for the Entire Term of this Agreement, the City hereby agrees that it shall permit the development of the Project in accordance with the Laws of the City of Opa-Locka, including the City's Comprehensive Plan and Land Development Regulations, as of the Effective Date of this Agreement, subject to the conditions of this Agreement. Except as otherwise provided in the Act, the City's Laws and policies governing the development of the Property as of the Effective Date of this Agree Tent shall govern the development of the Property for the entire term of this Agreement unless terminated. Development of the Property as outlined herein shall not be subject to any future changes to the Laws of the City, including the City's Land Development Regulations and Comprehensive Plan designation after the Effective Date and during the Entire Term of this Agreement, except to the extent that Owner’s consent to such changes and except as otherwise provided in the Act. The City may apply subsequently adopted laws or policies to the Property only as permitted or required by the Act or as provided above or upon this Agreement being terminated or having expired.

14. Zoning and Other Approvals. The parties hereto recognize and agree that certain provisions of this Agreement require the City and its boards, departments, or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement shall be construed to prohibit the City from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Property.

15. Necessity of Complying, with Local Regulations Relative to Development Permits.

a) In accordance with Section 163.3227(i), F.S., this Agreement is not and shall not be construed as a development permit or authorization to commence development. The Owner and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve Owner of the necessity of complying with any and all regulations governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements do not require the Owner to develop the Property in a manner that is inconsistent with the Laws of the City of Opa-Locka in existence as of the Effective Date.

b) In the event that the City asserts that the terms of this Agreement are not being complied with, then, in addition to any other remedies available to the City, the City may stay the effectiveness of this Agreement as to the portion of the Property associated with the alleged non-compliance. However, before staying the effectiveness of this Agreement as to the Property or a tract or portion thereof, and before withholding permits, inspections, or approvals throughout or upon the entire Property based on a failure to comply with this Agreement, the City shall send written notice containing the nature of the purported violation and provide a reasonable time-frame within which the Owner may correct the violation. These requirements for notice and an opportunity to cure shall not apply and shall not be construed to limit: (i) the City's ability to take any action to prevent or ameliorate any immediate danger to the public health, safety, or welfare; or (ii) the City's or the County's authority and available remedies to enforce violations of the Code or of other applicable regulations.

16. Good Faith; Further Assurances. The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement. In that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement, provided that the foregoing shall in no way be deemed to inhibit, restrict, or require the exercise of the City's police power or actions of the City when acting in a quasi-judicial capacity.

17. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by a recognized courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope and addressed as follows:

If to the City at: City Manager
City of Opa Locka
780 Fisherman Street
Opa Locka, Florida 33054

With a copy to: Law Offices of Burnadette Norris-Weeks, P.A.
City Attorney
City of Opa-locka
780 Fisherman Street
Opa-locka, Florida 33054
And
401 North Avenue of the Arts
Ft. Lauderdale, FL 33311

If to the Developer at: GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC
90 Park Avenue 32 Floor
NY, NY 10016

And

With a copy to: Holland & Knight
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

18. Governing Laws, Construction and Litigation. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owners/Owners and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and accordingly, this Agreement shall not be more strictly construed against any of the parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded. All of the exhibits referenced in this Agreement are incorporated in, and made a part of, this Agreement. In the event of any litigation between the parties under this Agreement for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

Pursuant to Section 163.3241, F.S., if state or federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, such Agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

19. Severability. In the event that any term or provision of this Agreement is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

20. Entire Agreement. This Agreement sets forth the entire Agreement and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between the Owner and the City. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement and this Agreement may not be amended or modified except by written instrument signed by both parties hereto and in accordance with Section 163.3225, F.S.

21. Indemnification. The Owners shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and assigns from and against any claims or litigation arising from this Agreement instituted by third parties.

22. Periodic Review of Agreement. Pursuant to Section 163.3235, F.S., the City shall review the Property subject to this Agreement at least once every 12 months to determine if there has been demonstrated, good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the City, subject to the notice and cure provision contained in paragraph 15(b), above

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

CITY:

CITY OF OPA-LOCKA FLORIDA

ATTEST: _____
City Clerk

By: _____
City Manager

Dated: _____day of _____, 2022.

Approved for form and legal sufficiency:

City Attorney: _____

GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC., a Florida limited liability company

WITNESS:

_____
Signature

By: _____
Owner/Agent
Title: Manager

_____
Print Name

_____
Signature

_____
Print Name

STATE OF FLORIDA)
:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ___ online notarization, on this _____ day of _____, 2022 by XXXXXX XXXXX as Manager of GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC, a Florida limited liability company. He is:

___ personally known to me, or
___ produced identification. Type of identification produced _____.

_____
Notary Public, State of Florida at Large

_____
Print Name

My Commission Expires:

EXHIBIT A

Legal Description

EXHIBIT B
CITY'S ANNUAL REPORT FORM

City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida 33054

CITY OF OPA-LOCKA
ANNUAL REPORT FORM

Reporting Period: _____ to _____
Month/Day/Year Month/Day/Year

Name and Title of Individual Completing Report: _____

Address : _____
Street Location

City, State, Zip

1. Describe any changes made to the proposed plan of development, during the Reporting Period, as approved by the City of Opa-Locka City Commission ("City") pursuant to Resolution No._____, passed and adopted on _____, 2022.

2. Describe any changes, if any, to the Development Agreement between the City of Opa-Locka, Florida, and GPT NW 42nd Avenue Owner II LLC & GPT NW 42nd Avenue Owner III LLC as approved by the City of Opa-Locka City Commission pursuant to Resolution No. _____, passed and adopted on _____, 2022 (the "Development Agreement").

3. Provide a list of development permits for vertical construction issued by the City during the Reporting Period.

4. Provide a list of certificates of occupancy within the project that have been issued by the City during the Reporting Period.

5. Describe compliance with Paragraph 9 (Development Conditions (a)-(k)) of the Development Agreement during the Reporting Period.

6. Provide a statement confirming that all persons have been sent copies of the annual report in conformance with Section 17 of the Development Agreement.

Sponsored by:

ORDINANCE NO. 22-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AN AGREEMENT FOR THE EXCHANGE OF THE SURPLUS CITY PROPERTY IDENTIFIED BY FOLIO 08-2122-007-0270, AND OWNED BY THE CITY WITH PROPERTY IDENTIFIED BY FOLIO 08-2122-000-0031, AND OWNED BY VSQUARED INVESTMENTS; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPERTY EXCHANGE AGREEMENT BY AND BETWEEN VSQUARED INVESTMENTS, LLC. AND CITY OF OPA-LOCKA, FLORIDA; AND TO TAKE ALL OTHER NECESSARY ACTIONS TO EFFECTUATE THE INTENT OF THIS ORDINANCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 2, 2022, the City Commission of the City of Opa-Locka ("City") voted to approve the exchange of surplus property, identified by folio 08-2122-007-0270 with Property Owner, VSquared Investments, LLC for the property identified by folio 08-2122-000-0031; and

WHEREAS, City staff and representatives of VSquared Investments, LLC. entered into good-faith negotiations and prepared a final Property Exchange Agreement by and between VSquared Investments, LLC. and City of Opa-Locka, Florida ("Exchange Agreement") for City Commission approval, attached hereto as Exhibit "A"; and

WHEREAS, VSquared Investments, LLC. and the City of Opa-Locka, Florida desire to enter into the Agreement attached hereto as Exhibit "A"; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to enter into a Property Exchange Agreement with VSquared Investments, LLC. and otherwise operate consistently with Article IV, Section 4.3 of the City of Opa-Locka's charter.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.
The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves Property Exchange Agreement by and between VSquared Investments, LLC. and City of Opa-Locka, Florida for the exchange of declared surplus City property identified by folio 08-2122-007-0270 with the property identified by folio 08-2122-000-0031, and owned by Property Owner, VSquared Investments, LLC and further authorizes the Interim City Manager to execute the Property Exchange Agreement by and between VSquared Investments, LLC. and City of Opa-Locka, Florida, attached hereto as Exhibit "A", and take all other necessary actions necessary to effectuate said purchase, execute and conveyance of the property by special warranty deed.

Section 3. SCRIVENER'S ERRORS

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Ordinance may be authorized by the City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. CONFLICT AND REPEALER

Any provision of any City of Opa-Locka ordinance or regulation which is in conflict with the provisions of this Ordinance is repealed prospectively to the extent of such conflict.

Section 5. LIBERAL CONSTRUCTION

The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

Section 6. SEVERABILITY

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, invalid or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect the applicability of this Ordinance to any other person, property or circumstances.

Section 7. EFFECTIVE DATE.

This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this _____ day of December, 2022.

PASSED SECOND READING this _____ day of December, 2022.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Williams	(Yes)_____	(No) _____
Commissioner Kelley	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Vice Mayor Ervin	(Yes)_____	(No) _____
Mayor Taylor	(Yes)_____	(No) _____

PROPERTY EXCHANGE AGREEMENT
BY AND BETWEEN
VSQUARED INVESTMENTS, PLLC.
AND
CITY OF OPA-LOCKA, FLORIDA

THIS INTERLOCAL EXCHANGE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ 2022, by and between City of Opa-locka, a municipal corporation of the State of Florida, with its principal office and mailing address at 780 Fisherman Street, Opa-locka, FL 33054 (hereinafter referred to as "CITY"), and VSquared Investments, PLLC., a Florida limited liability company, with its principal office and mailing address at 11 Farrey Lane, Miami Beach, Florida 33139, (hereinafter referred to as the "VSI")

R E C I T A L S

WHEREAS, VSI is a Florida limited liability company, and is authorized to enter into this Agreement; and

WHEREAS, CITY is a municipal corporation created under Chapter 166, Florida Statutes, and is authorized under Section 166.021, Florida Statutes to enter into this Agreement; and

WHEREAS, VSI owns the real property described on Exhibit "A" attached hereto and made a part hereof, (hereinafter referred to as the "VSI Land"); and

WHEREAS, CITY owns the real property described on Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "CITY Land"). Note that the VSI Land and the CITY Land are sometimes collectively referred to as the "Parcels"; and

WHEREAS, the assessed value of the VSI Land as of December 1, 2022 is $25,000.00; and

WHEREAS, the assessed value of the CITY Land as of December 1, 2022 is $21,165.00; and

WHEREAS, CITY and VSI agree that there is no significant difference in value between the VSI Land and the CITY Land resulting in a fair exchange of consideration for VSI's conveyance of the VSI Land to CITY and CITY's conveyance of the CITY Land to VSI.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein to be undertaken by VSI and CITY and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VSI and CITY mutually covenant and agree as follows:

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference as if restated in their entirety.

2. EFFECTIVE DATE. The effective date of this Agreement ("Effective Date"), for purposes of performance, will be regarded as the date upon which this Agreement is executed by the last to sign as between CITY and VSI. Acceptance and execution of this Agreement will void any prior contracts or agreements between the parties concerning their respective lands.

3. AGREEMENT TO EXCHANGE.

3.1 VSI and CITY hereby agree to exchange their respective lands such that VSI conveys all of its right, title, and interest in the VSI Land, in exchange for all of CITY's right, title, and interest in the CITY Land, subject to the terms, conditions and provisions as provided in this Agreement.

3.2 CITY hereby acknowledges, confirms, represents and agrees that in the event the exchange contemplated by this Agreement is consummated, then, subject to the terms, conditions and provisions of this Agreement, CITY will accept the VSI Land in its "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition, except that VSI will warrant title to the VSI Land pursuant to the Warranty Deed provided to CITY hereunder.

3.3 VSI hereby acknowledges, confirms, represents and agrees that in the event the exchange contemplated by this Agreement is consummated, then, subject to the terms, conditions and provisions of this Agreement, VSI will accept the CITY Land in its "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" except that the City will warrant title to the extent provided by the Special Warranty deed provided to VSI hereunder.

3.4 Notwithstanding anything contained in subparagraphs 3.2 and 3.3 above to the contrary, neither VSI nor CITY waives any rights, remedies or claims that VSI or CITY may have under federal, state and/or common law concerning the existence of Pollutants on the respective Lands.

3.5 City Tract. Subject to the terms, provisions, and conditions set forth in this Agreement, the City agrees to convey to VSI the City Tract containing approximately 5,000 Sq.Ft, as more particularly described in **Exhibit "B"** City will convey the City Tract to VSI by and through a Special Warranty Deed, in the form attached hereto as **Exhibit "D"**. **In the event certain statutory disclosures or any other disclosures required by law were not made by the City herein, the Parties each for themselves and for their successors and assigns, hereby waive any and all statutorily required disclosures, and release each other from any and all claims or right to terminate this Agreement on the basis that such disclosures have not or were not made.**

3.6 VSI Tract. Subject to the terms, provisions, and conditions set forth in this Agreement, VSI agrees to convey to City the VSI Tract containing approximately 6,250 Sq.Ft, as more particularly described in **Exhibit "A"** VSI will convey the VSI Tract to City by and through a Warranty Deed in the form attached hereto as **Exhibit "C".**

3.7 At the Closing, VSI will execute a Non-Foreign Affidavit required under Section 1445 of the Internal Revenue Code of 1986, as amended.

The representations and warranties contained in this Section 3 will survive the Closing and will not merge into the Deeds (as defined in Section 5.2 hereof) to be delivered thereat.

4. CONSIDERATION. VSI and CITY hereby agree that for purposes of the exchange contemplated by this Agreement, there is no significant difference in values between the VSI Land, valued at $25,000.00, and the CITY Land, valued at $21,165.00.

5. EVIDENCE OF TITLE.

5.1 Within fifteen (15) days after the Date of this Agreement, VSI will, at such VSI's sole cost and expense, deliver or cause to be delivered to the CITY at the addresses stated below, (i) a copy of a title commitment (the "Title Commitment") covering the VSI Land and binding the Title Company to issue to the CITY, at the Closing, a Florida Owner's Policy of Title Insurance on the standard form of policy prescribed by the Florida Office of Insurance Regulation (the "Owner's Title Policy") but modified to be consistent with the Title Commitment, and (ii) true, correct, complete and legible copies of any and all instruments referred to in the Title Commitment as constituting exceptions or restrictions upon or matters affecting the VSI Land, except that copies of any liens which are to be released at the Closing may be omitted.

5.2 In the event any exceptions or reservations appear in the Survey Title Commitment or in the event any items which appear on the Survey or in the Title Commitment or any other document delivered hereunder is unacceptable, the CITY will notify VSI of such fact within ten (10) days of the last to be received of the Survey, Title Commitment and other document requested herein. VSI may, but will not be obligated to, eliminate or modify such unacceptable exceptions, reservations or items to the satisfaction of the CITY within ten (10) days of receipt of the objection notice provided above, and the VSI will notify the CITY in writing within such ten (10) day period of VSI’s resolution or proposed disposition of the unacceptable exceptions, reservations or items. In the event VSI is unable or unwilling to eliminate or modify the unacceptable exceptions, reservations or items within the ten (10) day period after a good faith effort, VSI will notify he CITY in writing specifying its resolution or lack of resolution of the unacceptable exceptions, reservations or items and the CITY may (i) waive such unacceptable exceptions, reservations, or items, or (ii) terminate this Agreement on or before five (5) days after receipt of the notice of resolution as provided above.

5. TITLE TRANSFER.

5.3 At closing, VSI will provide the Warranty Deed to CITY providing fee title to the VSI Land. CITY will bear all closing costs associated with the conveyance of title and the recording of the VSI Warranty Deed.

5.4 At Closing, CITY will provide the Special Warranty Deed to VSI providing fee title to the CITY Land. VSI will bear all closing costs associated with the conveyance of title and the recording of the CITY Deed.

6. CLOSING DATE; CLOSING

6.3 The transaction contemplated by this Agreement will be closed ("Closing") and the Deed and other closing papers and possession, will be delivered on or before the _____ day of _____, 2022 ("Closing Date"), unless extended as set forth herein. Closing will be held at the office of City of Opa-Locka, City Hall, 780 Fisherman, Street, Opa-locka, Florida 33054. CITY and VSI will each have the unilateral right in their sole and absolute discretion to extend the Closing Date any number of times up to a total of sixty (60) days. Notwithstanding the foregoing or any provisions hereof to the contrary, Closing must occur on a Monday. Tuesday, Wednesday, or Thursday that is a Business Day (a "Permitted Closing Day"), and if the scheduled Closing would otherwise occur on a day that is not a Permitted Closing Day, such Closing will be extended automatically to the next day that is a Permitted Closing Day. As used in this Agreement, the term "Business Day" means a day that is not a Saturday, Sunday, Federal holiday or State holiday.

7.5 **Conditions of Each Party's Obligation.** (a) The obligation of each Party to exchange their respective Tract for the applicable Tract from the other Party is subject to the satisfaction, as of the Closing, of each of the conditions set forth in paragraph (b) below (any of which may be waived in writing, in whole or in part, at or prior to the Closing) and, in the event any of such conditions are not satisfied or waived, the Party acquiring a Tract through the Closing will have the option, in its sole and absolute discretion, to (i) delay the Closing until such conditions are satisfied, (ii) waive such conditions and proceed to the Closing, or (iii) terminate this Agreement as it applies to that particular Tract by delivering written notice of same to the other Party.

(b) The following conditions must be satisfied or waived on or before the Closing:

(i) All of the representations and warranties of the Parties set forth in this Agreement will be true at and as of the Closing in all respects as though such representations and warranties were made at and as of the Closing.

(ii) Each Party will have delivered, performed, observed and complied with all of the items, instruments, documents, covenants, agreements and conditions required by this Agreement to be delivered, performed, observed and complied with by it prior to, or as of, the Closing.

7.6 **Delivery of Documents.**

(a) At the Closing, the City will deliver to VSI the following:

(i) a Special Warranty Deed conveying the City Property to VSI;

(ii) possession of the City Tract; and

(iii) any and all such other documents and instruments as may be reasonably necessary to effectuate the transfer of the City Tract as provided herein.

(b) At the Closing, VSI will deliver to the City the following:

(i) a Warranty Deed conveying the VSI Tract to City;

(ii) an Owner's Title Policy, issued at VSI's sole cost and expense, covering the VSI Tract in an amount equal to the value of the land conveyed, and issued by the underwriter for the Title Company pursuant to the Title Commitment as provided herein;

(iii) the Non-Foreign Affidavit required under Section 1445 of the Code;

(iv) paid tax certificates showing that all property taxes for the VSI Tract have been paid for the years prior to the year of Closing;

(v) possession of the VSI Tract; and

(vi) any and all such other documents and instruments as may be reasonably necessary to effectuate the transfer of the VSI Tract as provided herein.

7. SURVEY.

7.3 VSI may have the CITY Land surveyed at VSI's expense, and CITY agrees to provide access to the CITY Land for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the CITY Land, or shows encroachments onto the CITY Land or that improvements located on the CITY Land encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to CITY, VSI may elect to treat those discrepancies, violations or encroachments as a title defect and VSI will have the option of: (1) accepting title as it then is; or (2) declining to accept title and thereupon this Agreement will be cancelled, and VSI and CITY will have no further claim against each other.

7.4 CITY may have the VSI Land surveyed at CITY's expense, and VSI agrees to provide access to the VSI Land for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the VSI Land, or shows encroachments onto the VSI Land or that improvements located on the VSI Land encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to VSI, CITY may elect to treat those discrepancies, violations or encroachments as a title defect and CITY will have the option of: (1) accepting title as it then is; or (2) declining to accept title and thereupon this Agreement will be cancelled, and VSI and CITY will have no further claim against each other.

8. ENVIRONMENTAL AUDIT.

8.1 VSI may perform or have performed, at VSI's expense, an environmental audit of the CITY Land. If the environmental audit identifies environmental conditions unacceptable to the VSI, then VSI may elect to (1) accept the CITY Land in its existing condition; or (2) VSI may terminate this Agreement and VSI and CITY will have no further claim against each other.

8.2 CITY may perform or have performed, at CITY'**s** expense, an environmental audit of the VSI Land. If the environmental audit identifies environmental conditions unacceptable to CITY, then CITY may elect to: (1) accept the VSI Land in its existing condition; or (2) CITY may terminate this Agreement and VSI and CITY will have no further claim against each other.

9. NOTICES.

VSI and CITY will provide any and all written notices to each other under this Agreement by certified United States Mail, Return Receipt Requested, or by commercially recognized overnight courier with proof of delivery, to the addresses listed below:

VSquared Investments, LLC.
ATTN: Ivo Vassilev
11 Farrey Lane
Miami Beach, Florida 33139

City of Opa-locka
ATTN: Office of the City Manager
780 Fishermen Street
Opa-locka, FL 33054

10. ASSIGNMENT.

This Agreement will not be assigned or transferred by either VSI or CITY either in whole or in part without the written consent of the other.

11. REAL ESTATE BROKERS.

Neither **CITY** nor **VSI** have engaged the services of a real estate broker.

12. VENUE/INVALIDITY/WAIVER.

This Agreement will be enforceable in the 11th judicial circuit court in and for Miami-Dade County, Florida and will be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement will not affect the remaining provisions and portions hereof. Any failure to enforce, or election on the part of the parties to not enforce, any provision of this Agreement will not constitute a waiver of either party to enforce remedies hereunder or at law or in equity.

13. AMENDMENT.

This Agreement contains all the terms and conditions agreed upon by the parties and may not be modified except in writing and signed by the authorized representatives of both parties.

14. ENTIRE AGREEMENT.

14.3 This Agreement contains the entire agreement between VSI and CITY pertaining to the subject matter contained herein, and this Agreement supersedes all prior and contemporaneous agreements, representations, and understandings of VSI and CITY concerning the subject matter hereof. No agreements, understandings or representations concerning the subject matter hereof, unless incorporated in this Agreement, will be binding upon VSI or CITY. No modification or

change in this Agreement will be valid or binding upon VSI or CITY unless in writing and executed by the party intended to be bound by it.

15. <u>Time</u>.

15.3 Time is of the essence with regard to every term, condition and provision set forth in this Agreement. Time periods herein of less than six (6) days will in the computation exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which will end on Saturday, Sunday or a legal holiday will extend to 5:00 p.m. of the next business day.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, VSI and CITY have set their hands and seals effective the day and year reflected below.

Approved and accepted for and on behalf of the City of CITY, Florida, this ____ day of _____, 2022.

ATTEST:
CITY CLERK

BY: _____
Clerk

_____
[Type or print name]

OPA-LOCKA:
BOARD OF CITY COMMISSIONERS
OF THE CITY OF OPA-LOCKA, FLORIDA

By: _____
Name: _____
Title: Mayor

Executed by CITY on: _____, 2022

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
City Attorney

VSI:
VSQUARED INVESTMENTS, LLC.

By: _____
Name: _____
Title: _____

Executed by VSI on: _____, 2022

EXHIBIT "A"
LEGAL DESCRIPTIONS FOR VSI PROPERTY

The South 85 feet of the West 200 feet of East 335 feet of Southeast 1/4 of Northwest 1/4 LESS the South 35 feet AND LESS the East 75 feet thereof, of Section 22, Township 52 South, Range 41 East; said lands now situate, lying and being in Miami-Dade County, Florida.

EXHIBIT “B"
LEGAL DESCRIPTION FOR OPA-LOCKA PROPERTY

Lot 1, Block 353, OF MAGNOLIA GARDENS CONSOLIDATED, FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 49, at Page 60, of the Public Records of Dade County, Florida.

EXHIBIT "C"
VSI DEED

This instrument prepared by and return to:
Burnadette Norris-Weeks
City Attorney
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054
ATTN: Office of the City Manager

Folio No.: 08-2122-000-0031

WARRANTY DEED

THIS WARRANTY DEED, made the _____ day of _____, by VSquared Investments, LLC., a Florida Limited Liability Company, whose address is 11 Farrey Lane, Miami Beach, Florida 33139 ("Grantor"), to the CITY OF OPA-LOCKA, FLORIDA ("Grantee"), a municipal corporation, whose address is 780 Fisherman Street, Opa-Locka, Florida 33054

WITNESSETH; that said grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledge, has granted, bargain, and sold to the said grantee, and grantee 's heirs and assigns forever, the following described land and property, situate, lying and being in MIAMI-DADE County, State of Florida to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "C-1"

THIS CONVEYANCE IS SUBJECT TO: taxes for the current year and subsequent years not yet due and payable, easements, conditions, restrictions, reservations, right of way, covenants of record, all building and zoning regulations, but this provision will not reimpose same.

AND, said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

VSquared Investments, LLC.

_____ By: _____

Title: _____

Witness Name: _____

_____

Witness Name: _____

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, as _____ of VSquared Investments, LLC., on behalf of the corporation. He/she [_] is personally known to me or [ ] has produced a _____ as identification.

[Notary Seal]

Notary Public_____

Printed Name:_____

My Commission Expires:_____

EXHIBIT "C-1"
LEGAL DESCRIPTIONS FOR VSI PROPERTY

The South 85 feet of the West 200 feet of East 335 feet of Southeast 1/4 of Northwest 1/4 LESS the South 35 feet AND LESS the East 75 feet thereof, of Section 22, Township 52 South, Range 41 East; said lands now situate, lying and being in Miami-Dade County, Florida.

EXHIBIT "D"
OPA-LOCKA DEED

This instrument prepared by and return to:
Burnadette Norris-Weeks
City Attorney
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054
ATTN: Office of the City Manager

Folio No.: 08-2122-007-0270

SPECIAL WARRANTY DEED

This Special Warranty Deed made this ____ day of _____, 2022 between the City of Opa-Locka, Florida, a municipal corporation, whose post office address is 780 Fisherman Street, Opa-Locka, Florida 33054 ("Grantor"), and VSquared Investments, LLC., a Florida Limited Liability Company, whose address is 11 Farrey Lane, Miami Beach, Florida 33139 ("Grantee"):

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "D-1"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

The City of Opa-Locka, FL

_____ By: _____
Darvin Williams, Interim City Manager

Witness Name: _____

_____

Witness Name: _____

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by Darvin Williams, as Interim City Manager of The City of Opa Locka FL, on behalf of the corporation. He/she [_] is personally known to me or [ ] has produced a _____ as identification.

[Notary Seal]

Notary Public_____

Printed Name:_____

My Commission Expires:_____

EXHIBIT "D-1"
LEGAL DESCRIPTION FOR OPA-LOCKA PROPERTY

Lot 1, Block 353, OF MAGNOLIA GARDENS CONSOLIDATED, FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 49, at Page 60, of the Public Records of Dade County, Florida.

Sponsored by: Interim City Manager

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT AN AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, TO PERMIT TRACTOR TRAILER TRUCK AND / OR MAJOR VEHICLE (10,000 LBS OR GREATER) PARKING IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") recognizes the importance of certain industrial uses to be located within the City; and

WHEREAS, the I-4 zoning district is currently the most intense zoning district in the City of Opa-Locka; and

WHEREAS, the I-4 zoning district, already permits various automotive junkyards, used vehicle parts storage and sales and scrap metal facility operation type uses, but does not include various related, less intense uses needed to support the permitted uses; and

WHEREAS, the City of Opa-Locka recognizes that certain less intense industrial uses should be permitted in the I-4 zoning district in order to support existing and future uses in the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and correct and are incorporated into this Ordinance by reference.

SECTION 2. Approval/Denial of Amendment Request. The City Commission of the City of Opa-Locka hereby approves / denies the adoption of an amendment to the City of Opa-Locka Land Development Regulations, Ordinance 15-31, to permit tractor trailer truck and or major vehicle (10,000 LBS or greater) parking as a permitted use in the I-4 zoning district in accordance with the attached Exhibit A.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Ordinance may be authorized by the City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. CONFLICT AND REPEALER

Any provision of any City of Opa-Locka ordinance or regulation which is in conflict with the provisions of this Ordinance is repealed prospectively to the extent of such conflict.

SECTION 5. LIBERAL CONSTRUCTION

The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

SECTION 6. SEVERABILITY

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, invalid or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect the applicability of this Ordinance to any other person, property or circumstances.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED FIRST READING this _____ day of December, 2022.

PASSED SECOND READING this _____ day of _____, 2022.

_____
John Taylor, Mayor

ATTEST:

_____
Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____
Seconded by: _____

VOTE:

Commissioner Williams	(Yes)_____	(No) _____
Commissioner Kelley	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Vice Mayor Ervin	(Yes)_____	(No) _____
Mayor Taylor	(Yes)_____	(No) _____

EXHIBIT A

Sec, 22-81. Permitted Uses Table – Industrial Districts

Use	I-1	I-2	I-3	I-4
Adult businesses		SE	P	
Automobile or auto parts junkyards				P
Auto broker as per Ordinance 11-05	P	P	P	
Auto service station (filling station for service vehicles for a licensed business, not visible from street)	P	P	P	
Automotive wrecking yards				P
Awnings, canopies, carports, roof overhangs, balconies, architectural structures	A	A	A	
B-1 first uses	P (adjacent to residential)			
B-3 first uses	P	P	P	
Biomedical Research	P	P	P	

Cement and clay products		SE		P
Commercialrecyclable material storage area	A	A	A	
Construction trades	P	P	P	
Construction trailer - temporary	A	A	A	
Crematory/Embalming	P	P	P	
Donation bins	A	A	A	
Dry cleaning plant		P	P	
Eco-friendly accessory structures and features (i.e. solar panels, wind	A	A	A	
Enclosed recreation area - common	A	A	A	
Farmers' Market	P			
Fleet operations		P	P	
Gatehouse, guardhouse	A	A	A	
Generators, permanent	A	A	A	
Gun shops	SE (sales only)		SE	
I-1 first uses	P	P	P	
I-2 first uses		P		
I-3 first uses			P	
Industrial kitchen	P		P	
Industrial, light	P	P	P	
Industrial		P		
Industrial and office flex space	P		P	
Live/work spaces	SE			

Maintenance building, common	A	A	A	
Manufacturing		P		
Manufacturing, light	P	P	P	
Microbrewery (must comply with federal, State and County regulations)	SE	P	P	
Motion picture studios	P	P	P	
Nightclub			P	
Outdoor storage		P		
Passenger terminals	P	P	P	
Petroleum storage tank not exceeding 30,000 gallons		P		
Public utility structures	P	P	P	P
Recording and TV/Radio/Film	P		P	
Recycling center inside a wholly enclosed building		P		
Outside Recycling Center				P
Religious Facilities	SE		SE	
Retail(of products manufactured in District, not to exceed 20% of the floor area)	P	P	P	
Rock and sand yards		P		P
Saw mills		P		P
Scrap metal yards				P
Shipping Container	SE	SE	SE	SE

Architecture Retail and/or Office (stacking no more				
Storage and wholesaling facility	P	P	P	
Storage of attached or unattached used auto parts and tires				P
Storage, warehouse	P	P	P	
Tractor Trailer Truck and/or Major Vehicle (10,000 lbs. or greater) Parking		P	P	Amendment
Used vehicle parts sales, other than automobile or auto parts junkyards		P		
Utility sheds, storage buildings, fallout shelters	A	A	A	A
Vehicle sales in an enclosed area	P	P	P	
Vehicle service/major	P	P	P	
Wireless antenna support structures, amateur radio antennas	A	A	A	A

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**		
City Manager:	Darvin Williams			**CM Signature**		
Commission Meeting Date:	November 14, 2022		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**	**Other**
					X	
Fiscal Impact: *(Enter X in box)*	**Yes**	**No**	**Ordinance Reading:** *(Enter X in box)*		**1st Reading**	**2nd Reading**
					X	
		X	**Public Hearing:** *(Enter X in box)*		**Yes** / **No**	**Yes** / **No**
					X	X
Funding Source: *Account# :*	*(Enter Fund & Dept)* Ex: N/A		**Advertising Requirement:** *(Enter X in box)*		**Yes**	**No**
					X	
ILA Required: *(Enter X in box)*	**Yes**	**No**	**RFP/RFQ/Bid#:**			
		X				
Strategic Plan Related *(Enter X in box)*	**Yes**	**No**	**Strategic Plan Priority Area:** **Enhance Organizational** ☐ **Bus. & Economic Dev** ■ **Public Safety** ☐ **Quality of Education** ☐ **Qual. of Life & City Image** ☐ **Communication** ☐		**Strategic Plan Obj./Strategy:** *(list the specific objective/strategy this item will address)*	
	X					
Sponsor Name	City Manager		**Department:** Planning & Community Development		City Manager	

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA TO APPROVE THE ADOPTION OF A TEXT AMENDMENT TO THE CITY'S LAND DEVELOPMENT REGULATION, ORDINANCE NO. 15-31, TO PERMIT TRACTOR TRAILER TRUCK AND / OR MAJOR VEHICLE (10,000 LBS OR GREATER) PARKING IN THE I-4 ZONING DISRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Staff Summary:

The City Commission adopted Ordinance 15-31 to establish the Land Development Regulations for the City of Opa-locka. The Land Development Regulations (LDR), Section 22-53 provides the process to consider Text Amendments. In accordance with Section 22-53 a text amendment of the LDR can only be initiated by the City Commission, by recommendation of the Planning & Zoning Board or by City Administration. The Planning & Community Development Staff has reviewed the permitted uses of the four industrial districts and acknowledged that tractor trailer truck and or major vehicle (10,000 lbs. or greater) parking is permitted in the I-2 and I-3 zoning districts. There is a great need for tractor trailer trucks or major vehicle parking in South Florida and this use may be viewed as less intensive than the currently permitted junk yard, used vehicle parts and scrap metal facilities operations. The Planning & Community Development Department Staff recommend the addition of Tractor Trailer Truck and or Major Vehicle (10,000) lbs or greater) parking as a permitted use in the I-4 zoning

district. The review for this use requires compliance with the development standards of the I-4 zoning district; 1. the site must have a permanent office; 2. permanent office must be connected to water and sewer; 3. the property must be paved and must have adequate drainage to prevent water runoff. 4. If a multiple property site is proposed for this use, the site must be unified through the City's Platting / unity of title process.

Financial Impact

Account	Description	Available	Project	Remaining Balance

Proposed Action:

PCD Staff recommends approval of this text amendment

Attachment:

Draft Ordinance
Permitted Use Table

Sec, 22-81. Permitted Uses Table – Industrial Districts

Use	I-1	I-2	I-3	I-4
Adult businesses		SE	P	
Automobile or auto parts junkyards				P
Auto broker as per Ordinance 11-05	P	P	P	
Auto service station (filling station for service vehicles for a licensed business, not visible from street)	P	P	P	
Automotive wrecking yards				P
Awnings, canopies, carports, roof overhangs, balconies, architectural structures	A	A	A	
B-1 first uses	P (adjacent to residential)			
B-3 first uses	P	P	P	
Biomedical Research	P	P	P	

Cement and clay products		SE		P
Commercial recyclable material storage area	A	A	A	
Construction trades	P	P	P	
Construction trailer - temporary	A	A	A	
Crematory/Embalming	P	P	P	
Donation bins	A	A	A	
Dry cleaning plant		P	P	
Eco-friendly accessory structures and features (i.e. solar panels, wind turbines),	A	A	A	
Enclosed recreation area - common	A	A	A	
Farmers' Market	P			
Fleet operations		P	P	
Gatehouse, guardhouse	A	A	A	
Generators, permanent	A	A	A	
Gun shops	SE (sales only)		SE	
I-1 first uses	P	P	P	
I-2 first uses		P		
I-3 first uses			P	
Industrial kitchen	P		P	
Industrial, light	P	P	P	
Industrial		P		
Industrial and office flex space	P		P	
Live/work spaces	SE			

Maintenance building, common	A	A	A	
Manufacturing		P		
Manufacturing, light	P	P	P	
Microbrewery (must comply with federal, State and County regulations)	SE	P	P	
Motion picture studios	P	P	P	
Nightclub			P	
Outdoor storage		P		
Passenger terminals	P	P	P	
Petroleum storage tank not exceeding 30,000 gallons		P		
Public utility structures	P	P	P	P
Recording and TV/Radio/Film	P		P	
Recycling center inside a wholly enclosed building		P		
Outside Recycling Center				P
Religious Facilities	SE		SE	
Retail(of products manufactured in District, not to exceed 20% of the floor area)	P	P	P	
Rock and sand yards		P		P
Saw mills		P		P
Scrap metal yards				P
Shipping Container	SE	SE	SE	SE

Architecture Retail and/or Office (stacking no more than three)				
Storage and wholesaling facility	P	P	P	
Storage of attached or unattached used auto parts and tires				P
Storage, warehouse	P	P	P	
Tractor Trailer Truck and/or Major Vehicle (10,000 lbs. or greater) Parking		P	P	Amendment
Used vehicle parts sales, other than automobile or auto parts junkyards		P		
Utility sheds, storage buildings, fallout shelters	A	A	A	A
Vehicle sales in an enclosed area	P	P	P	
Vehicle service/major	P	P	P	
Wireless antenna support structures, amateur radio antennas	A	A	A	A

The Opa-locka Planning & Zoning Meeting

P&Z Clerk's Summary Minutes

P&Z Meeting

Tuesday, September 13, 2022

7:00 P.M.

- **CALL TO ORDER:**

Chairman Elio Guerrero called the Planning & Zoning Meeting to order at 7:05 p.m. on Tuesday, September 13, 2022.

An opportunity was given to the public to email the Planning & Zoning Clerk prior to the Planning & Zoning Meeting with any questions/comments/concerns on items we will hear on this evening's P&Z agenda.

I ROLL CALL:

The Planning & Zoning Board of the City of Opa-locka, Miami-Dade County, met in a session on Tuesday, September 13, 2022, at 7:05 p.m. The following members of the Planning & Zoning Meeting were present: Chairman Elio Guerrero, Board Member Germane Barnes, Board Member Dorothy Johnson, and Board Member Claudienne Hibbert-Smith.

Absent Board Member: Board Member Dawn Mangham

Also, in Attendance were Planning & Zoning Director, Gregory Gay, Zoning Official Gerald Lee, Planning & Zoning Board Clerk, Kinshannta Hall, and Attorney Pam Booker.

II INVOCATION AND PLEDGE:

Prayer was led by Board Member Johnson and the Pledge of Allegiance was stated after the Prayer.

III APPROVAL OF MINUTES: Discussion of Minutes from May 10, 2022, Meeting

Chairman Elio Guerrero asked if a motion could be made to have the minutes approved from May 10, 2022, meeting.

Board Member Dorothy Johnson made a motion to approve the minutes. Board Member Claudienne Hibbert Smith second the motion. *Board Member Germane Barnes abstained from voting on the reading minutes due to his temporary absent/leave from the board.

There being no discussion, the motion passed by a 3-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Dorothy Johnson	Yes

IV. PUBLIC HEARING:

A) A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA RECOMMENDING APPROVAL OF THE SPECIAL EXCEPTION SITE PLAN REVIEW REQUEST FOR THE OPERATION OF A PLACE OF RELIGIOUS WORSHIP AT 2560 SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-000-0130 IN THE B-2 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

On the record, Mr. Gay stated that the applicant decided to withdraw their application. The applicant was under a time constraint of getting certain things approved and will not be moving forward. The item was withdrawn from this Planning & Zoning Board meeting.

Board Member Johnson: I noticed that it has been withdrawn. This application was not in our May package. We were not here June or July. In addition to that I really have reservation when I see a registered agent application dated September 10, 1996. Staff get it together if I recall it is an annual renewal, so before any applications are presented before the board it needs to be current. I want this on the record.

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B.) A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA RECOMMENDING APPROVAL OF THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF CONVENINENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH AT 14585 NW 22 AVENUE AND IDENTIFIED BY FOLIO 08-2122-005-0690 IN THE B-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

My name is Mauricio Falla and I'm the project manager for this project. This application was previously approved with one item pending the traffic impact study. Based on the result of the study we modified the proposed the site plan.

Staff Presentation (For Item B & Item C on the agenda)

Mr. Lee: The subject property is currently owned by Maclam Investment, LLC C/O Mauricio Falla according to Miami-Dade County Property Appraiser's website. The property site is currently vacant pending the review and approval of this site plan review request which would allow the demolition and construction of the convenience store, service station, two retail spaces and a hand car wash in this B-2 zoning district. The applicant proposes to construct a 3,579 sq ft building with 1,975 sq ft allocated for the Convenience Store and two 802 sq ft section for new retail spaces and provide 9 vehicle parking spaces. Provide 22 new trees, 359 shrub plants, and appropriate landscaped open space. Use is permitted after special exception review in this zoning district. Use will not adversely affect the general character of the neighborhood. Use will not generate or create unfavorable vehicular traffic or circulation problems. Staff recommend approval of this revised Site Plan with any conditions that may be imposed by the Planning & Zoning Board.

Chairman Guerrero: What was the change?

Mr. Lee: Orientation of property change.

Board Member Johnson: Did we reach out to the neighbors? I'm concerned of the entry and drainage that area holds a lot of water.

Mr. Lee: Regarding drainage it's a part of the application.

Mr. Gay: It will be reflected in the Development Agreement.

Board Member Dorothy Johnson made a motion to approve Item B on the agenda and Board Member Germane Barnes second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

C.) A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA RECOMMENDING APPROVAL OF THE DEVELOPMENT AGREEMENT REQUEST FOR THE CONSTRUCTION AND OPERATION OF CONVENINENCE STORE, TWO RETAIL SPACES AND A SERVICE STATION WITH A HAND CAR-WASH AT 14585 NW 22 AVENUE AND IDENTIFIED BY FOLIO 08-2122-005-0690 IN THE B-2 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Staff recommend approval of the revised Development Agreement with any conditions that may be imposed by the Planning & Zoning Board.

Board Member Germane Barnes made a motion to approve Item C with modifications applied on the agenda and Board Member Johnson second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

D.) A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000-0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Public Comments:

Brian Dennis-2140 York Street

Let's get some equality in this City. We need to give the residents a voice before you go before this project. We need to have where residents are being hired by these companies moving in our city.

Board Member Barnes: I would like to thank the resident. We will do the best we can and make sure this happens.

Brian Dennis: Use your attorney an ordinance is already in place.

Board Member Johnson: I'm very familiar with ordinance 95-6 and it can be integrated. There is a lack of knowledge, research needs to be done. We must make sure the commission is informed. The ordinance has more weight. How can we do this in good faith. We need the resources.

Chairman Guerrero: We must enforce this and make it happen.

Alex Van Mechl: Two warehouses expertise paying attribute to our community. I would like for our community to look like "Opa-locka" not "Doral." I inspire everyone to look like Opa-locka.

**** Public Comments Closed***

Attorney Robert Holland spoke on behalf of the applicants and made a presentation as well.

Attorney Robert Holland: I plan to give you, my commitment. Retail is on the decline. This project is considered light industrial. Cities like Miramar and Doral are built on light industrial. A video presentation was presented. There will be entry level positions clean logistic jobs that will be created for residents. No other city can compete with Opa-locka. You would be creating a lane that eliminates the competition. There will be 1,000 jobs and 765 permanent jobs. I spoke with Mr. Beasley with Florida Memorial. There will be retail space and a show room. I

want to know if there is a PR firm in place. I want to follow up before the next City Commission.

Goldstein: There are six buildings and opportunity for more logistics. There is commercial uses movement and proposed commercial logistics.

Staff Presentation (For Item D & Item E on the agenda)

Mr. Lee: The subject properties are currently owned by GPT NW 42nd Avenue Owner II & III LLC c/o Gramercy Property Trust according to Miami-Dade County Property Appraiser website. The property site is currently the location of the Opa-locka Flea Market, assorted retail uses and truck parking operations; Assorted Special Events-The review and approval of this site plan review request would allow the demolition and construction of six new commercial mixed-use buildings for retail, warehouse, and distribution facilities to operate from the property at 12691 NW 42nd Avenue and 12705 NW 42nd Avenue in this B-3 zoning district. The Land Use for 12691 NW 42nd Avenue is Commercial and the Land Use for 12705 NW 42nd Avenue is Industrial. The Applicant proposes to construct six buildings that total 741,837 square feet to accommodate both retail and industrial warehouse & distribution uses and provide 74,182 square feet of office space. The site plan provides that it complies with the required landscaping and parking for this 43.76 +/- acre combined site. The uses proposed are permitted through property zoning and incorporation of uses permitted by the Corridor Mixed Use Overlay.
As a mixed-use development there must be clear indications of retail, sales and service uses and distinct indicators of where those uses will be located.
The MXUOD District permits Retail and Service Uses as well as Hotels, Movie Theaters, Health Spas, and Medical and Business Offices. The commercial mixed use also includes Recreational Facilities that include recreation buildings for indoor sports, i.e., indoor soccer, swimming pools, parks, (which could include a water park) open space and recreational area for tennis courts, basketball courts, etc. The site plan provides for the location of smaller businesses with office / showroom / retail spaces for commercial business uses.
For horizontal Mixed-Use with multiple buildings, each building may be a separate use, however there must be clear indicators as to the area designated for retail/commercial uses and those for industrial uses. The site plan provides for shallower depths on bldgs. Facing LJD/LJ

Staff recommends an Economic and Fiscal Impact Analysis, and a Market Feasibility Study are provided, and the Final Site Plan is modified accordingly and with the conditions listed in the staff report and conditions that may be imposed by the Planning & Zoning Board.

Chairman Guerrero: There is two lot covered under the overlay?

Mr. Lee: Yes

Board Member Johnson: It allows future growth?

Mr. Lee: Yes. Based on the requirement code they are complying. We are in support.

Board Member Dorothy Johnson made a motion to approve Item D on the agenda and Board Member Germane Barnes second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

E.) A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT REVIEW APPROVAL FOR THE CONSTRUCTION AND OPERATION OF AN INDUSTRIAL AND COMMERCIAL MIXED-USE RETAIL AND WAREHOUSE DISTRIBUTION FACILITY ON THE PROPERTY LOCATED AT 12691 NW 42ND AVENUE AND 12705 NW 42ND AVENUE, OPA-LOCKA, FLORIDA 33054, IDENTIFIED BY FOLIOS 08-2129-000-0050 AND 08-2129-000-0064, IN THE B-3 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lee: Staff recommend approval of the Development Agreement with any modifications of the site plan as a result of an Economic and Fiscal Impact Analysis and a Market Feasibility Study and any conditions that may be imposed by the Planning & Zoning Board.

Board Member Dorothy Johnson made a motion to approve Item E on the agenda and Board Member Claudienne Hibbert Smith second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

F.) **AN ORDINANCE OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, TO RECOMMEND THE ADOPTION OF A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, TO PERMIT TRACTOR TRAILER TRUCK AND / OR MAJOR VEHICLE (10,000 LBS OR GREATER) PARKING IN THE I-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Public Comments:

Attorney Hope Calhoun: This ordinance is beneficial to the city. I'm in support of this Ordinance.

Public Comments Closed.

Board Member Johnson: In compliance very much needed take it to the next step.

****Staff Presentation (For Item F on the agenda)***

Mr. Lee: This use is permitted two industrial zoning districts which includes I-2 Industrial Planned District and I-3 Liberal Industrial District. The I-4 Liberal Industrial District for junkyard, salvage/scrap metal and storage. There is great need for this use in South Florida. This use is less intensive than the current permitted uses of the I-4 district. Staff recommend approval of the amendment to Ordinance 15-31, land development regulations with any conditions that may be imposed by the Planning & Zoning board.

Board Member Dorothy Johnson made a motion to approve Item F with modification applied on the agenda and Board Member Claudienne Hibbert Smith second the motion.

There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert Smith	Yes
Elio Guerrero	Yes
Germane Barnes	Yes
Dorothy Johnson	Yes

STAFF UPDATE

VI ADJOURNMENT

The meeting was adjourned.

Submitted by

Kinshannta Hall
Planning & Zoning Clerk

ATTEST:

Elio Guerrero
Chairman

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING AND REPLACING CHAPTER 14, ARTICLE I, TO ESTABLISH A NUISANCE ABATEMENT PROGRAM; PROVIDING FOR THE CREATION OF A SPECIAL NUISANCE ABATEMENT TRUST FUND; PROVIDING FOR DEFINITIONS; PROVIDING FOR SUPPLEMENTAL MEANS FOR ENFORCEMENT; PROVIDING FOR POWERS AND DUTIES OF A NUISANCE INSPECTOR; PROVIDING FOR ENFORCEMENT PROCEDURE; COMPLIANCE REQUIREMENTS, PENALTIES, ATTORNEY'S FEES, REMEDIAL MEASURES AND IMPOSITION OF A SPECIAL ASSESSMENT AND LIENS TO RECOVER COSTS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the number of foreclosed and abandoned properties in the City of Opa-Locka ('City") is causing a blight upon City neighborhoods, a decline in the value of properties and unsafe living conditions; and

WHEREAS, the City Commission of the City of Opa-Locka ("City Commission") finds that many of the conditions with regard to foreclosed and abandoned properties are public nuisances; and

WHEREAS, abatement of such public nuisances by the City is a municipal service within the City's power to regulate, restrain, and abate activities or conditions which are dangerous to the public, health, safety and welfare; and

WHEREAS, the City Commission believes that the implementation of a nuisance abatement program is necessary to combat these conditions; and

WHEREAS, abatement of a public nuisance specifically benefits the property upon which the nuisance is abated; and

WHEREAS, the City Commission finds that the properties so benefited by the abatement of a public nuisance should be responsible for the cost of said abatement; and

WHEREAS, the cost of abatement may be imposed upon the improved property as a special assessment equal in dignity to taxes and prior to all other liens, and said special assessment may be collected by any manner authorized by law; and

WHEREAS, the City desires to establish a nuisance abatement program which includes a mechanism to specially assess those properties which are benefited by the City's abatement of a public nuisance and allow for the recovery of costs for such abatement; and

WHEREAS, the City further desires to repeal and replace Chapter 14, Article I, to create new sections and establish a nuisance abatement program; and

WHEREAS, the City Commission has determined that the creation of a nuisance abatement program is in the best interests of the residents of the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

ARTICLE I. GENERAL PROVISIONS

Section 14-1. Authority.

The City of Opa-Locka ("City"), acting through the City Commission and/or its designee(s), shall have authority pursuant to home rule and police powers under Article VIII, Section 2, of the Florida Constitution to determine and declare the existence of a public nuisance and shall have the authority to provide for the abatement of same. Abatement of such nuisances constitutes a municipal service, which specifically benefits the property upon which the nuisance is abated and all costs incurred by the city in abating such nuisances shall be levied as a special assessment pursuant to Section 170.201, Florida Statutes, and all other applicable laws.

Section 14-2. Findings.

The City Commission finds that conditions exist within the City of Opa-Locka, which violate public rights, subvert public order, decency, or morals, or cause inconvenience or damage to the public generally. Specifically, the accumulation of underbrush, weeds, rubbish, trash, and grass on improved property; the existence of unsafe dwellings and other structures on improved property; and the creation of pools, ponds, other bodies of water, or conditions which endanger the public health, welfare, property value, or safety of the community, has become an ever-increasing menace in the City and constitutes a nuisance. It shall be unlawful for any person or entity to create a nuisance, or suffer or permit a nuisance to exist, upon property, which is under his, her, or its care, custody or control.

The City acting at the direction of the City Commission shall have the authority to and shall take steps to ensure the abatement of public nuisances in the most aggressive manner provided by the City of Opa-Locka Code of Ordinances or state law. The abatement of such nuisances protects the public health, safety and welfare, enhances the value of the property, involves the furnishing of vital municipal services, and specifically benefits the property on which the nuisance is abated. The cost of any abatement, including administrative fees and costs, shall constitute a special assessment upon the benefited property.

The creation or maintenance of a nuisance is prohibited and the City further finds:

(a) It shall be unlawful to create, maintain, or cause or permit to be maintained a nuisance in the City. Owners and tenants of lots, buildings, parcels and tracts of land within the city shall keep their property in a safe, clean, and sanitary condition, free from all surplus grass, weeds, rubbish, trash, parked or stored, junked, partially dismantled or abandoned motor or other vehicle or machinery, open storage, debris, dead trees, unsightly or unsanitary matter, all species of weeds or plant growth which are obnoxious or detrimental to the public health and all sources and breeding places of insects and vermin, rodents or other infestation; nor shall they permit or maintain unsanitary and unsightly conditions or nuisances relating to the housing, care and maintenance of domestic animals or pets. In addition, all exterior property shall be kept free from health, fire and accident hazards and shall be maintained and repaired,

free from materials, objects, open storage and conditions which shall be unsightly, unsanitary or dangerous. It shall be the duty of all owners and tenants likewise, to fill in all excavations and depressions and remove all containers or objects from the exterior areas of their property which create a health, accident or fire hazard whether or not said areas are used for human habitation. Violation of the provision of this section shall constitute a misdemeanor and punishment therefor shall be in addition to and independent of remedies provided by this chapter. It shall be the duty of all owners and/or occupants of improved or unimproved property to maintain in good condition the nonpaved area abutting the street curb or edge of the paved road known as the swale area. Maintenance of the swale area shall include keeping the area free of holes, hidden dangers or other obstructions and the grass or weeds at a height of no more than twelve (12) inches.

(b) In addition to the foregoing prohibition and duties, a nuisance shall include, but not be limited to, the following:

(1) The existence of excessive or unattended growth of weeds, undergrowth or other dead or living plant life and the accumulation, storage and maintenance of garbage, trash, debris, junk, rubbish, discardable materials and fill, refuse and industrial waste, any parked or stored, junked, partially dismantled or abandoned motor or other vehicle or machinery, or any debris on any lot, tract or parcel of land, improved or unimproved, within the city to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become infested or inhabited by rodents, vermin

or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety or welfare, or may reasonably cause disease, or adversely affects and impairs the economic welfare of adjacent property, or persons who may be in close proximity thereto; and

(2) The accumulation of trash and garbage and the accumulation or storage and maintenance of junk or trash, except for compost piles, in violation of any provision of the Code of Ordinances of the City or of Miami-Dade County is prohibited and declared to be a nuisance.

Section 14-3. Establishment of Public Nuisance Abatement Program.

There is hereby established a City of Opa-Locka Nuisance Abatement Program for the purpose of abating the public nuisances as defined herein. The owner of any property located within the City of Opa-Locka who creates, suffers, or permits a nuisance to exist upon his or her property, shall be responsible for abating the nuisance and, if the owner fails to abate the nuisance in accordance with the notice given pursuant to this Ordinance, the City may abate the nuisance and the City shall be reimbursed for the costs associated with the abatement pursuant to the provisions of this Ordinance for the recovery of those costs.

Section 14-4. Establishment of Public Nuisance Abatement Program Trust Fund.

There is hereby established an interest-bearing public nuisance abatement program trust fund for the deposit, maintenance, and distribution of any assessment funds collected or expended as a result of the public nuisance abatement program. The

assessment imposed on a benefited property and collected by the City shall include the actual cost of abating the nuisance, the cost of serving notice, the cost of obtaining title information, the cost of lien recordation, the cost of inspections, and all other specifically related costs. Any funds in the trust fund may be used to abate public nuisances on property to which title is not clear, abate nuisances on government property, which may not be assessed, or for other purposes directly related to the abatement of nuisances.

Section 14-5. Definitions.

As used in this Ordinance the following terms shall have the meanings respectively ascribed to them in this section:

Nuisance shall mean any of the following:

(1) Any public nuisance known at common law or in equity jurisprudence or as provided by the statutes of the State of Florida and ordinances of the City of Opa-Locka, including this Ordinance.

(2) Any accumulation of rubbish, trash, refuse, junk, and other abandoned materials, metals, lumber, parked or stored, junked, partially dismantled or abandoned motor or other vehicle or machinery, debris, unsightly or unsanitary matter, or other things, which based upon the facts and circumstances the accumulation has become a public nuisance, in fact.

(3) The existence of excessive accumulation or untended growth of any and all species weeds, grass, undergrowth, brush, or other dead or living plant and/or tree life upon an improved lot, tract or parcel of land, within 100 feet of any improved property within the City of Opa-Locka to the extent and in the manner that such improved lot, tract or parcel of land is or may reasonably become infested or inhabited with rodents, vermin, wild animals, or snakes; or may become a breeding place for mosquitoes, insects and vermin, rodents or other infestation or other things; may pose a fire hazard; are obnoxious or detrimental to the public health, threaten or endanger the public

health and welfare; pose an attractive nuisance for children; may reasonably cause disease; or adversely affect and impair the economic welfare of any adjacent property.

(4) Any "attractive nuisance" or condition which may prove detrimental to the health and safety of children, whether on an improved or unimproved lot, tract or parcel of land including, but not limited to, abandoned wells, shafts, excavations, abandoned appliances, abandoned or inoperable motor vehicles, and any structurally unsound fences or structure, lumber, trash, debris, or vegetation such as poison ivy, oak, or sumac, which may prove a hazard for inquisitive minors.

(5) Any unfit, unsanitary, abandoned, or unsafe dwelling, structure, or improvement upon real property.

(6) Any underbrush, weeds, or untended grass which exceeds two feet in height located on improved property.

(7) The carcasses of animals or fowl not disposed of within a reasonable time after death.

(8) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, industrial wastes, or other substances.

(9) Any building, structure or other place or location where any activity in violation of local, state, or federal law is conducted, performed, or maintained, and which under the facts and circumstances surrounding the activity constitutes a public nuisance, in fact.

(10) Any accumulation of stagnant water or sewage permitted or maintained on any improved lot, premises, or piece of ground.

(11) Dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities.

(12) Unsheltered storage for a period of 30 days or more within the corporate limits of the City of Opa-Locka (except in licensed junkyards) of old and unused stripped junk and other automobiles not in good and safe operating condition; and of any other vehicles, machinery, implements, or equipment or personal property of any kind which is no longer safely usable for the purposes for which it was manufactured, is hereby declared to be a nuisance and a danger to public health, safety and welfare.

(13) For the purpose of this section, the term "nuisance" shall also include any condition or use of premises or of building exteriors which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which the premises are located.

(14) Such other acts or conditions which are determined and declared by other ordinances or by resolution of city commission to be or constitute public nuisances.

Nuisance inspector shall mean the City Administrator or the designee of the City Administrator.

Refuse shall mean leavings, dregs, rubbish, trash or waste material.

Special Magistrate shall mean the special magistrate appointed as needed by the City Commission of the City of Opa-Locka, upon a procurement process or recommendation of the City Attorney and City Administrator. Special magistrate shall be active or retired members of the Florida Bar with at least five (5) years of experience. Special magistrate shall not be city employees but may be compensated at a rate to be determined by the City Administrator, subject to approval by the City Commission.

Underbrush shall mean any undergrowth or brush conducive to the collection of insects and rodents, which may be or may become a fire hazard, or may negatively impact adjoining property.

Unfit or unsafe dwelling or structure shall mean any dwellings or structure or portions thereof and accessory buildings which are structurally unsafe, unstable, or unsanitary; inadequately provided with exit facilities; constitute a fire hazard; unsuitable or improper for the use or occupancy to which they are put; constitute a hazard to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment; dangerous to life or property of the occupant thereof or of the surrounding areas; unfit for human habitation if so intended or used; or otherwise in violation of the housing, building, electrical, plumbing, mechanical, sanitation and fire codes of the city.

Weeds shall mean any plants that are useless, invasive, or injurious to crops, grasses, landscaping scrubs, trees, or flowers.

Section 14-6. Nuisance Abatement Program: Supplemental Means of Enforcement.

(a) Pursuant to Section F.S. §§ 162.13 and 166.0415(7), the nuisance abatement program is a supplemental means of enforcing city codes and ordinances. A public nuisance also constitutes a code violation and the City is not limited to a choice of

remedy to ensure compliance with its codes. Code enforcement proceedings are punitive and involve fines levied against the subject property, which may be collected pursuant to F.S. § 162.09. In contrast, nuisance abatement pursuant to this Ordinance is remedial in nature and specifically designed to immediately, or as soon as practicable, bring the property into compliance, thereby protecting the public welfare and directly improving and benefiting the property upon which the nuisance is abated.

(b) In addition to nuisance abatement proceedings, the City may institute code enforcement proceedings against a property for an occurrence of a violation. However, once the subject violation/nuisance is abated, that occurrence of the code violation has ceased and no further code enforcement penalties may accrue for that specific occurrence.

(c) *Repeat nuisance violations*. Following the first notice under this Ordinance to abate a nuisance as described herein, any subsequent violation of the same nuisance classification(s) on the same property within a twelve (12) month period may be abated by the City without further notice so long as the initial notice and order of abatement specifically provides for such subsequent abatement therein. All costs of abating the repeat nuisance, including administrative fees and costs shall constitute a special assessment against said property.

Section 14-7 Powers and Duties of the Nuisance Inspector.

(a) The nuisance inspector (i.e. code enforcement personnel) shall be charged with the duty of administering the applicable standards and reporting non-compliance therewith and in furtherance of this responsibility, the nuisance inspector shall make

such inspections, compile such facts and evidence, and prepare such reports as may be necessary to effectuate the purposes and intent of this Ordinance. The nuisance inspector's findings, evidence and reports shall be promptly forwarded to the City Attorney's office for review.

(b) The nuisance inspector is hereby authorized to enter upon private property in order to enforce the provisions of this Ordinance and shall be immune from all civil and criminal liability while under the discharge of duties imposed herein. When necessary to obtain such entry, the nuisance inspector may institute appropriate proceedings to obtain a warrant.

(c) In the case of an obvious unfit and unsafe dwelling, structure, or other condition which after inspection is determined to be uninhabited, the nuisance inspector shall cause to be posted a "No Trespassing" sign in an attempt to warn third parties who might be exposed to the risk of danger created by the unsafe condition. However, the City of Opa-Locka does not assume any liability for harm to third parties caused by the unfit and unsafe dwelling, structure, or condition under any circumstances.

Section 14-8. NUISANCE ABATEMENT PROCEDURE

Publication of Annual Notice.

The City Commission shall cause to be published in a newspaper regularly published and in general circulation within the City, once a week for two (2) consecutive weeks during the month of October each year hereafter, a notice reading substantially as follows:

"ATTENTION OWNERS, AGENTS, CUSTODIANS, LESSEES AND OCCUPANTS OF REAL PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF OPA-LOCKA:

You are hereby notified that you are required by law to cut and prevent the excessive accumulation of weeds, underbrush, grass or other dead and living plant life upon your improved property; to remove any trash, debris, refuse, inoperable or abandoned vehicles or appliances, or other nocuous matter located on any property owned, controlled or occupied by you in the City of Opa-Locka; and also to repair, restore or demolish any unfit or unsafe structure located upon such property; and that upon your failure to do so, the City of Opa-Locka will institute nuisance abatement proceedings against your property and cause such nuisance to be abated. The cost of such abatement will constitute a special assessment lien against the property on which the nuisance is located. Such special assessment lien shall be coequal with the lien of all state, county, district, and municipal taxes and superior in dignity to mortgages and all other liens, irrespective of the date of the recording of the municipal lien or the date of the recording of any mortgage or any other lien on real property. A failure to pay said lien, even such lien upon homestead property, may result in a loss of title to your property."

A failure to publish this notice as provided for herein shall not invalidate any nuisance abatement proceedings brought pursuant to this Ordinance.

Section 14-9. Nuisance Abatement Enforcement Procedure.

(a) If the nuisance inspector determines that a nuisance as defined in this Ordinance exists on a parcel of property, the nuisance inspector shall notify the owner and give him or her a reasonable time to correct the nuisance. Should the nuisance continue beyond the time specified for correction, the nuisance inspector shall schedule a hearing before the special magistrate.

(b) Notice of the hearing before the special magistrate shall:

(1) Identify the property at issue;

(2) Identify the owner or owners of the property as ascertained by a reasonable search of the property appraiser's records or search of the public records;

(3) Describe the condition or activity which may constitute a public nuisance;

(4) Set the date, time, and place for the hearing before the special magistrate at which the owner(s) shall have the opportunity to present such evidence and or argument to the special magistrate as to why said building, structure or condition should not be considered a nuisance and its abatement, removal, or destruction required;

(5) Include a statement providing that a failure to respond or appear at the hearing shall be deemed an admission of the existence of a public nuisance on the property at issue which may result in abatement of the nuisance by the City and levy of an assessment against the property pursuant to this Ordinance.

(c) Notice of such hearing shall be made by serving a certified copy of said notice upon the owner if the owner is able to be located within the City by the Chief Law Enforcement Officer or his designee, or a process server in the manner as near as practicable to the manner in which a summons is served as provided by the laws of the State of Florida. In the event that it is determined that the owner is not available for service within the City, service shall be perfected by at least one of the following:

(1) Mailing, via registered or certified mail, a certified copy of the notice at least ten (10) days prior to the date of the hearing, to the owner(s) and mortgagee(s) of record; or

(2) Publication of the Notice. Such notice shall be published once for four (4) consecutive weeks (four publications being sufficient) in a newspaper of general circulation in Miami-Dade County. The last date of publication shall be at least one day prior to the hearing. The newspaper shall meet such requirements as are prescribed under F.S. Ch. 50 for legal and official advertisements; or

(3) If the property is in foreclosure proceedings and has been abandoned by the owner(s) as evidenced by the property being vacant and the owner has not provided a forwarding address nor is participating in the foreclosure proceedings by filing an answer or has otherwise been unable to be served; service by certified mail to the owner(s) last address of record and service upon

the bank or mortgage company of record in the foreclosure proceedings by certified mail shall be deemed sufficient notice.

Section 14-10 Order of Abatement.

(a) The hearing before the special magistrate shall be an evidentiary hearing. At or after such hearing, if no evidence is presented to the contrary, the special magistrate shall issue an order of abatement affirming the existence or the nuisance and requiring the owner of the property to abate the nuisance condition(s) within a reasonable time to be determined by the special magistrate in the order and provide for abatement of the nuisance by City forces, if such conditions are not corrected as of the time determined by the special magistrate.

(b) The special magistrate may require any or all measures as are reasonably necessary to abate the nuisance. These measures may include, but are not necessarily limited to, the cutting of vegetation, removal of debris or abandoned materials, repair or maintenance of structures, and/or the demolition of unfit or unsafe structures.

(c) At minimum, the order of abatement shall:

(1) Identify the property;

(2) Identify the owner or owners of the property and any interested parties upon whom noticed was served;

(3) Set forth the conditions supporting the finding of a public nuisance and/or specify the sections of this Ordinance upon which the finding of a public nuisance was based;

(4) Require the abatement of the nuisance within such time as the special magistrate determines to be reasonable considering the nature of the nuisance, the danger to the public, and the amount of work involved to abate the nuisance.

(5) Include a statement advising that upon the owner's failure to comply with the order of abatement by removing the nuisance, the City may vacate, demolish, or remove, or otherwise abate the nuisance in accordance with the order of abatement and the expense of such performance by the City or its independent contractor shall be charged against the real property as a special assessment and such special assessment lien shall be coequal with the lien of all state, county, district, and municipal taxes and superior in dignity to mortgages and all other liens, irrespective of the date of the recording of the municipal lien or the date of the recording of any mortgage or any other lien or real property. A failure to pay said lien, even such lien upon homestead property, may be collected pursuant to any manner specified by law and may result in a loss of title to the property.

(d) The order may include notice that any reoccurrence of the nuisance within a twelve (12) month period may be abated by the City without the need for further proceedings and the cost to abate the repeat nuisance shall constitute a special assessment against the property.

Section 14-11. Extension of Time to Comply.

In the event of extenuating circumstances such that the property owner is unable to complete abatement within the time provided within the order, the owner may file a written request before the special magistrate for an extension of time to comply stating the reasons the owner has been unable to complete compliance. If reasonable grounds are shown, the special magistrate is authorized to extend the time in which to complete compliance with the original order.

Section 14-12 Failure to Comply.

If the owner or other parties in interest fail to comply with an order made pursuant to the provisions of this Ordinance within the specified time, the City is

authorized to vacate, demolish, remove, or otherwise abate the nuisance in accordance with such order, either with City forces or by an independent contractor and neither shall be held liable for trespass, conversion, or other damages while abating the nuisance in a reasonable manner.

Section 14-13 Emergency Order.

Whenever the City Commission determines that any nuisance in violation of this Ordinance is an immediate threat to life, limb, health, welfare, or property, the City Commission may issue an emergency order and immediately terminate or abate the nuisance.

Section 15. Appeals.

Any person aggrieved by any order entered under this Ordinance may file an appeal to the Circuit Court of Miami-Dade County. Such appeal shall not be a hearing *de novo* but shall be limited to appellate review of the record created before special magistrate. The appeal shall be filed within thirty (30) days of the rendition of the final order to be appealed.

Section 16. Attorney's Fees.

The prevailing party in any legal action, appeal, or proceeding instituted to contest any City Commission or nuisance abatement order or action pursuant to this Ordinance shall be entitled to reasonable attorneys' fees and costs.

Section 14-14. Assessment of Costs.

(a) The City Commission shall assess the entire cost of abatement action by the City upon the affected property as a special assessment, and such assessment, when made, shall constitute a lien upon such property by the City. The lien of the City shall encompass, in addition to the abatement cost for the vacation or removal of the facility, all administrative, legal, postal and publication expenses, as well as all other direct or indirect costs associated therewith. The lien upon the property shall be superior to all others except taxes as previously set forth herein.

(b) The City shall file such lien in the Official Records of Miami-Dade County showing the nature of such lien, the amount thereof, an accurate legal description of the property, including the street address, which lien shall date from the date of the filing and recite the owners of the property. Such municipal lien shall bear interest from such date at the rate of eight (8%) percent per annum. However, the assessment may be paid without interest at any time within thirty (30) days after the improvement is completed. The City may enforce the lien upon the real property of the owner, as provided for in F.S. Ch. 173, as amended from time to time.

(c) In the alternative, the city may collect all such liens assessed pursuant to Section 197.3632, Florida Statutes, as authorized pursuant to F.S. § 197.3632(9).

Section 2. Conflict & Repealer.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon final passage and adoption.

PASSED FIRST READING this ___ day of _____ 2022.

PASSED SECOND READING this ___ day of _____ 2022.

Veronica J. Williams, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Dominguez	_____ (Yes)	_____ (No)
Vice-Mayor Taylor	_____ (Yes)	_____ (No)
Mayor Williams	_____ (Yes)	_____ (No)

NUISANCE ABATEMENT PROGRAM PROCEDURES

1. Nuisance Inspector finds a nuisance as defined in the ordinance and gives owner reasonable time to correct the nuisance.

2. If the nuisance continues beyond the time specified for correction, the Nuisance Inspector shall schedule a hearing before the Special Master.

3. Written notice of the hearing shall be hand delivered or mailed in the same manner as provided for in Section 162.12, F.S. Notice may additionally be served by publication or posting in the same manner as provided for in Section 162.12, F.S. If the property is in foreclosure service to owner's last known address and service upon the bank or mortgagee of record by certified mail.

4. The Order of Abatement shall include findings of fact and conclusions of law based upon competent substantial evidence. If the special master finds that a nuisance exists, the Special Master shall issue an order of abatement affirming the existence or the nuisance and requiring the owner of the property to abate the nuisance condition(s) within a reasonable time to be determined by the special master in the order and provide for abatement of the nuisance by city forces if such conditions are not corrected as of the time determined by the special master. The order of abatement shall include a statement advising that upon the owner's failure to comply with the order, the City may take the necessary steps to abate the nuisance in accordance with the order of abatement.

5. If the property owner fails to comply with the Order of Abatement, the City will take the necessary steps to abate the nuisance.

6. The City Commission shall assess the entire cost of City abatement action upon the affected property as a special assessment, which assessment, when made, shall constitute a lien upon such property by the City. The lien of the City shall encompass, in addition to the abatement cost, all administrative, legal, postal and publication expenses, as well as all other direct or indirect costs associated therewith. The lien upon the property shall be superior to all others except taxes as previously set forth herein.

7. The City shall file such lien in the Official Records of Miami-Dade County showing the nature of such lien, the amount thereof, an accurate legal

description of the property, including the street address, which lien shall date from the date of the filing and recite the owners of the property. Such municipal lien shall bear interest from such date at the rate of eight percent per annum. However, the assessment may be paid without interest at any time within 30 days after the improvement is completed. The City may enforce the lien upon the real property of the owner, as provided for in Chapter 173, Florida Statutes as amended from time to time.

8. If the City wishes to collect the cost of the abatement action through the non-ad valorem assessment process, the following procedures and time frames must be met.

9. If the City chooses the non-ad valorem process any lien which has been filed will be released prior to the adoption of the non-ad valorem assessment roll.

COLLECTING NON-AD VALOREM ASSESSMENTS

1. Pursuant to Section 197.3632(3)(a), F.S., the City shall hold a public hearing prior to January 1st and adopt a resolution indicating the City's intent to use the uniform method of collecting non-ad valorem assessments for the cost of nuisance abatement services. The resolution shall state the need for the levy and shall include a legal description of the real property subject to the levy. **Exhibit A**

2. The City must publish notice of its intent to use the uniform method in a newspaper of general circulation for 4 consecutive weeks preceding the public hearing. Same type of notice as used for any other non-ad valorem assessment.

3. Pursuant to Section 197.3632(4)(b), F.S., the City must send a notice to the property owner 20 days prior to the public hearing at which the City Commission will adopt the non-ad valorem assessment roll. **Exhibit B**

4. Pursuant to Section 197.3632(4)(b), F.S., the City must notice the hearing by a newspaper ad for assessment roll public hearing at least 20 days prior to the public hearing. **Exhibit C**

5. Pursuant to Section 197.3632(4)(a), F.S., the City must adopt the non-ad valorem assessment roll between January 1st and September 15th. **Exhibit D**