CITY OF OPA-LOCKA

The City of Bright Opportunities

REGULAR COMMISSION MEETING
Agenda

Wednesday, April 26, 2023
7:00 PM

Commission Chamber
780 Fisherman Street, 3rd Floor
Opa-locka, FL 33054

City Commission
Mayor John H. Taylor, Jr.
Vice Mayor Natasha L. Ervin
Commissioner Sherelean Bass
Commissioner Joseph L. Kelley
Commissioner Veronica 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 City of Bright Opportunities"

AGENDA
REGULAR COMMISSION MEETING
April 26, 2023
7:00 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

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

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

Workshop Meeting Minutes - April 19, 2023

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

10. PUBLIC PRESENTATIONS:

Lourdes Solera
McHarry Associates
Ref: Historic City Hall Restoration Project Completion

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 APPROVING AND AUTHORIZING THE EXECUTION OF A LIMITED MOTOR VEHICLE PARKING LICENSE AGREEMENT, BETWEEN THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES AND THE CITY OF OPA-LOCKA, FOR USE OF ELEVEN (11) PARKING SPACES LOCATED WITHIN REGIONAL SERVICE CENTER PARKING LOT #72.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO PROCESS AND SUBMIT AN APPLICATION TO THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS FOR ANNEXATION OF AREAS "A" AND "B", ATTACHED HERETO, INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO ALLOCATE FIFTY THOUSAND DOLLARS ($50,000.00) FOR IMPLEMENTATION OF A SUMMER YOUTH JOBS PROGRAM WITH CAREERSOURCE SOUTH FLORIDA, PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REQUIRING THE CITY TO HOST ALL SPECIAL EVENTS ASSOCIATED WITH THE CITY'S ANNUALLY RECOGNIZED NATIONAL HOLIDAYS AND SHOW THAT SAID EVENTS ARE SPONSORED BY THE MAYOR AND CITY COMMISSIONERS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Bass*

5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ADOPTING THE RECOMMENDED UPDATED CITY PAY PLAN FROM EVERGREEN SOLUTIONS, LLC FOR ALL CITY STAFF; 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, ACCEPTING THE PROPOSAL OF DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. TO DEMOLISH THE EXISTING LAYOUT AND BUILD A POLICE STATION AT 780 FISHERMAN STREET, SUITE 105, PURSUANT TO RFP NO. 23-0307100 AND FURTHER AUTHORIZE THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC., IN AN AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED TWENTY-THREE THOUSAND EIGHT HUNDRED FIFTY DOLLARS ($1,323,850.00); PROVIDING FOR ADOPTION**

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

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT TO PERFORM A WATER, WASTEWATER, AND STORMWATER RATE STUDY FOR 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, ACCEPTING THE PROPOSAL OF H.W. LOCHNER INC. TO PROVIDE ENGINEERING PROFESSIONAL SERVICES TO PERFORM A FEASIBILITY STUDY FOR THE 127TH STREET CANAL PROJECT; FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH H.W. LOCHNER INC., IN AN AMOUNT OF EIGHTY-ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS ($81,550.00), WITH A CONTINGENCY BUDGET OF SIX THOUSAND FOUR HUNDRED FIFTY DOLLARS ($6,450.00); 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, ACCEPTING THE PROPOSAL OF DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. FOR THE REHABILITATION OF HISTORIC CITY HALL, PURSUANT TO RFP NO. 23-0215100 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC., IN AN AMOUNT NOT TO EXCEED ONE MILLION, FOUR HUNDRED FIFTY-TWO THOUSAND, THREE HUNDRED THIRTY DOLLARS ($1,452,330.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

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, ADOPTING A TEXT AMENDMENT TO THE LAND DEVELOPMENT**

REGULATIONS, ORDINANCE 15-31, TO PERMIT TANDEM OR MECHANICAL PARKING FOR MULTIFAMILY DEVELOPMENT IN THE R-2 THROUGH R-4 ZONING DISTRICTS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER II, ARTICLE II, ENTITLED "CITY COMMISSION", SECTION 2-31 ENTITLED "PER DIEM" OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO INCREASE SUBSISTENCE ALLOWANCES FOR CLASS C TRAVELERS, PURSUANT TO 166.021, FLORIDA STATUTES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Bass*

B. SECOND 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, 2022 AND ENDING SEPTEMBER 30, 2023, 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 (first reading/public hearing held on April 12, 2023).** *Sponsored by Interim City Manager*

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

1. Mayor John H. Taylor, Jr.
   Financial Oversight Update presented by Interim City Manager Darvin Williams

20. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board
1 individual appointment (Commissioner Bass)
1 individual appointment (Commissioner Williams)

Planning & Zoning Appeals Board
1 at-large appointment

Housing Authority and Nuisance Abatement Board
1 individual appointment (Mayor Taylor)
1 individual appointment (Commissioner Williams)

Local Financial Oversight Board
3 at-large appointments

Teen & Young Adult Advisory 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)

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. **City of Opa-locka Planning & Zoning Appeals Board Meeting on Tuesday, May 2, 2023 at 7:00 p.m., City of Opa-locka Municipal Complex, 780 Fisherman Street, 3rd Floor, Opa-locka, FL.**

2. **City of Opa-locka Mayor & Commission in partnership with Farm Share and Miami-Dade County invites the community to a Monthly Free Food Walk-Thru Distribution hosted by Commissioner Joseph L. Kelley, Wednesday, May 3, 2023 from 10:00 A.M. - 1:00 P.M., first come, first served, at Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida.**

3. **City of Opa-locka commemoration of the National Day of Prayer sponsored by Commissioner Dr. Sherelean Bass on Thursday, May 4, 2023 at 12:00 p.m., Butterfly Garden (Corner of Sharazad Blvd & Codadad St).**

4. **Opa-locka Community Redevelopment Agency Meeting, Tuesday, May 9, 2023 at 6:00 p.m., City of Opa-locka Municipal Complex, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.**

5. **City of Opa-locka Mayor & Commission invite you to Women of Many Hats, hosted by Commissioner Veronica J. Williams, Saturday, May 13, 2023 at 6:30 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL.**

6. **City of Opa-locka Signage Workshop on Wednesday, May 17, 2023 at 6:00 p.m., Opa-locka Municipal Complex, 780 Fisherman Street, 3rd Floor, Opa-locka, FL.**

7. **City of Opa-locka Mayor & Commission invite you to BINGO & Chill sponsored by Mayor John H. Taylor, Jr. on Friday, May 19, 2023 at 6:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, FL.**

8. **City of Opa-locka Mayor & Commission invite you a Pool Party hosted by Vice Mayor Natasha L. Ervin, Saturday, May 20, 2023 at 1:00 PM - 4:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL.**

9. **City of Opa-locka Mayor & Commission invite you to Opa-locka on the Mic Karaoke Night in celebration of the City of Opa-locka's 97th Birthday, hosted by Vice Mayor Natasha L. Ervin, Saturday, May 20, 2023 from 6:00 PM - 11:00 PM, Sherbondy Park Field, 215 Perviz Avenue, Opa-locka, FL.**

10. **Free aerobics classes sponsored by Mayor John H. Taylor, Jr. every Monday & Wednesday from 6 p.m. - 7 p.m., Sherbondy Village, 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 City of Bright Opportunities"

CLERK'S ACTION SUMMARY MINUTES
WORKSHOP

Wednesday, April 19, 2023
6:00 p.m.

1. WELCOME/OPENING REMARKS:

Mayor John Taylor called the Workshop to order at 6:10 p.m. on Wednesday, April 19, 2023.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Dr. Sherelean Bass, Commissioner Joseph L. Kelley, Vice Mayor Natasha L. Ervin and Mayor John H. Taylor, Jr. Commissioner Veronica J Williams joined the Workshop virtually. Also, in attendance were: Interim City Manager Darvin Williams, Assistant City Manager Sha'mecca Lawson, City Attorney Burnadette Norris-Weeks and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Commissioner Kelley.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC COMMENTS: (Agenda Items Only)

Mayor Taylor opened the Public Comments.

Former Commissioner Audrey Dominguez who resides at 1147 Jann Avenue shared that she went online to see if other cities actually use a Civil Service Board, and she shared that she found that the City of Miami does, and even have a website for their board. She then said that the majority of the claims that were brought up were for Police Officers suspensions, adding that apparently it works if all those claims were brought up.

There being no additional members of the public to address the Commission, Mayor Taylor closed Public Comments.

6. DISCUSSION ITEMS:

1. City of Opa-locka 97th Birthday

Mayor Taylor reminded everyone that the City's birthday celebration will be on May 14th, when Opa-locka will turn ninety-seven. Pointing out that there are a couple of events in May, the Mayor said that he suggested to the City Manager that all of the events be combined in one weekend to have a celebration, and he asked the Manager to confirm that it was feasible.

Interim City Manager Williams stated that it was.

Mayor Taylor said that if the Commission doesn't mind, he was proposing to move Bingo from Friday, May 12th to Friday, May 19th, have the pool party and karaoke on Saturday, May 20th and Gospel in the Park on Sunday, May 21st.

Commissioner Kelley noted that the date that was being proposed for Bingo is a Feeding South Florida date but acknowledged that it would be in the morning. The Commissioner then asked at what time the pool party would be.

Vice Mayor Ervin suggested that the pool party could be from 12 pm noon until 4 pm.

Commissioner Kelley asked what time karaoke would be.

Vice Mayor Ervin said that karaoke would be from 6 pm to 11 pm.

Mayor Taylor suggested that the Feeding South Florida food distribution could be included in the schedule of events.

Commissioner Kelley stated his understanding that the pool party would be early, and karaoke would be in the evening.

Mayor Taylor confirmed that Commissioner Kelley's understanding was correct.

Vice Mayor Ervin asked what the hours would be for the Gospel in the Park event.

Mayor Taylor said that it would have to be after Church to get them involved.

Vice Mayor Ervin asked why they could not have Church in the park.

Mayor Taylor suggested that the event could start at 3 pm, pointing out that his Church starts at 11 and asking Commissioner Kelley what time his Church service begins.

Commissioner Kelley stated that they start at 10 am.

Vice Mayor Ervin said that her Church is Emmanuel Temple, and they start at 10 am also.

Commissioner Bass said that her Church starts at 10 am.

Mayor Taylor confirmed with Interim City Manager Williams that they were good on the plans for the celebration of the City's Birthday.

2. Civil Service Board

Mayor Taylor opened the discussion on the Civil Service Board.

Vice Mayor Ervin stated that she suggested the Workshop so that the Commission could have a conversation, adding that she thought the Chairperson of the board would be there.

City Clerk Flores informed the Commission that she just received a text message advising her that former Mayor Riley would be there and is running a little bit late.

Vice Mayor Ervin stated that she is not familiar with either the Civil Service Board or Personnel Board but shared that she did a little investigation of different municipalities and said that she even had conversations during the Black Caucus event in Orlando. The Vice Mayor said that the one thing said by the 5 or 6 people she has spoken with, is that a Civil Service Board without teeth is no good and shouldn't even exist. She suggested that the Commission can figure out a way to give it teeth.

Mayor Taylor asked if the Commission would be amending the ordinance.

City Attorney Norris-Weeks explained that the legislation that had come before the Commission would preserve stability in the legislation because she said that what is enacted right now is not happening and is not even feasible. Noting that there is no Human Resource Director, while acknowledging that they are working towards one, the City Attorney said that it requires somebody who's going to be able to work with the board as Human Resource Director. The City Attorney also said that what she tried to do was put something forward that the City could operate by until they have everything in place like the teeth described by Vice Mayor Ervin.

Vice Mayor Ervin acknowledged that a lot of the stuff she has been reading speaks about working with the Human Resources Director and the City Manager, and she recognized that one of those components is missing. The Vice Mayor then said she would not like to see City Employees in a situation where their only option if they feel like they've been treated unjustly, is to go to an attorney. She said that most times, the City loses and has to pay out. The Vice Mayor said that she thinks everybody knows that she is passionate about what happened to Sharon in the Code Enforcement Department, adding that they have to stop that and stating that she is willing to do whatever it takes to give City Employees somewhere else to go.

City Attorney Norris-Weeks said that if she was in their position, she would try to get data such as how many employees the City has, how many are in unions including the Police Benevolent Association. The City Attorney said that she thinks that data may help drive how the Commission decides to go forward with the Civil Service Board and understand whether or not there are vehicles in place that will better protect employees. She pointed out that in the legislation that she is proposing, she took the union folks out of it because they already have processes in place that they can go through. The City Attorney recalled that former Mayor Riley was saying to give them an option to go through the Police Benevolent Association process or the Civil Service Board, but she said that's not what the City has ever had based on what she has read. She then said that perhaps somebody who has been in the City for a long time like Mayor Riley can better explain it. The City Attorney then stressed that her point is that the City does have processes in place and she also said that the City doesn't always lose, at least since she has been with the City, while acknowledging that in some cases the City may not have all the things in place that it was supposed to and that might result in an adverse result. She then said that for the most part, they want to make it so that they don't constantly have people trying to go through the Civil Service Board, hearing things that would not even have come up otherwise because they know they can make it a bigger issue than it might have been otherwise. The City Attorney also pointed out that one of the items from the City Manager on the Commission's next agenda is to contract with somebody to do a pay plan, which she noted is one of the things that is in the current legislation. She shared her concern about having the board continue to meet while the City doesn't have any of the fundamentals that are needed. The City Attorney also said that when the City hires a Human Resource Director, there's going to be so much for that person to do, that they're probably not going to be focused on this, which she said they really do need.

Vice Mayor Ervin asked when the conversation came up about moving forward with the Civil Service Board, why this didn't come up to advise the Commission then that the City isn't ready to move forward with the board, adding that they wouldn't be where they are

now. The Vice Mayor said that people are thinking that the Commission just doesn't want to get the board going, but she said that she doesn't think that's really the problem, adding that the problem seems to her that the City doesn't have the necessary players.

City Attorney Norris-Weeks stated that has been the case for a long time and she doesn't think there was an intent to move forward with the board from prior Commissions, noting that it had changed. The City Attorney acknowledged that they may have a quorum for meetings now, but she said it's still not ready. She then said it is a liability right now because the way that it's structured requires things that the City is not and can't do. The City Attorney asked that whatever the Commission does, that they spend a lot of time on the document. She also said that if the Commission wants to make teeth, that they should at least look at the document because it is updated in many areas and will require a lot less work than looking at what is on the books, further sharing that she invested days into the document and she said it would be more helpful in terms of furthering their goal.

Vice Mayor Ervin said that she doesn't know about her other colleagues but knows that Commissioner Kelley has been through the Civil Service Board, and she said that she would definitely like to hear from him.

Commissioner Kelley said he is just waiting his turn.

Vice Mayor Ervin said that she didn't have anything else to say but added that she thought they were ready to go with this.

Mayor Taylor asked Vice Mayor Ervin what she was looking for when she said that they should add teeth to the Civil Service Board ordinance.

Vice Mayor Ervin explained that the people she had spoken to said that it should be an administrative board as opposed to an advisory board and she said that they are workshopping it so that they can figure out how it can work for Opa-locka. The Vice Mayor acknowledged that some people are against it being an administrative board and want it to be an advisory board, but she asked if that was really going to help the City when there are issues.

Commissioner Bass said that she would be the elephant in the room and went on to state that it would have been really nice to have the members of the Civil Service Board at the Workshop. The Commissioner added that based on her recollection, she does not see the knowledge necessary for a board of this magnitude, from those that are part of the board. She then pointed out that the City Attorney had mentioned things that the City would need to put in place which they don't have. The Commissioner concluded by stating that it seems

as if the Commission is again putting the cart before the horse and urged her colleagues to not start something that they're not prepared to complete in a manner in which it should be completed.

Commissioner Kelley stated that he respects all of the comments made by his colleagues including the City Attorney, who he said he holds in high regard. The Commissioner said he would approach this from both sides, as an elected official and a City Employee. He went on to say that Vice Mayor Ervin was correct and that the only discussion point that he wanted to see was how the City Attorney could put together the legislation with some teeth because anything short of that does not work. The Commissioner said that he had to take a look at the Police Benevolent Association contract that was passed before he came back to the Commission, stating that historically even within the union contracts, there was the option of going to the Civil Service Board or through other means. He asked the City Attorney to clarify if the current contract provided for just the one option based on whatever the union contract says.

City Attorney Norris-Weeks said that the Manager could jump in, but she told the Commission that through at least the negotiations with the Police Benevolent Association, it was never contemplated that there would be an option for the Officers to go through the Civil Service Board process and the arbitration process and through the Manager. The City Attorney informed the Commission that time was spent talking through that issue, which she said came up various times, and she reiterated that it was not contemplated. She further said that she is not sure about past years but said with certainty that it was not contemplated through the last negotiations over the last 2 years when the City was going back and forth with the Police Benevolent Association.

Commissioner Kelley asked if in the current agreement, any language existed that included that option.

City Attorney Norris-Weeks stated that there was no intent, and she said that while she didn't memorize the contract and it's been a minute since she looks at it, she can say to the Commission that they had specific discussions on how things would be navigated with even some changes being made with the review by the Manager before certain things would happen. The City Attorney said that they would have certainly constructed a different contract had they even thought this was a possibility. She further said that they were all talking about it, the issue came up and she reiterated that there was no intent whatsoever that there would be a choice.

Commissioner Kelley asked if it was the same for the Police Benevolent Association and the American Federation of State, County and Municipal Employees, noting that the City Attorney had referenced the Police Benevolent Association.

City Attorney Norris-Weeks committed to looking at the American Federation of State, County and Municipal Employees contract while she was sitting there and would tell the Commission something before the meeting ends.

Commissioner Kelley stated his understanding that the question he is really asking wasn't contemplated, but he said that he is not hearing clearly either or, recalling that in years past there was an option. Referencing the current agreement, the Commissioner said that his opinion was that the reason it wasn't contemplated was because there was no will of the Commission to even deal with the Civil Service Board. He acknowledged that the City Attorney was correct that there are things that need to be in place including a Human Resource Department Director, which is why he said he thinks they have all been talking about it. The Commissioner shared that he has been on both sides and having nowhere to go for a grievance other than to spend money on attorney fees which most employees don't have, in his opinion is not a good working environment. He also said that the City Attorney is correct that the City does win some, but more than not, historically they haven't won them. The Commissioner then went on to say that because of what's happening now, he just doesn't see how the City can have a Civil Service Board without having power. He expressed concerns about the structure that was proposed, because if a City Employee is feeling grieved, the process goes nowhere. The Commissioner noted that the moving parts are moving a little quicker, pointing out that the City Attorney just mentioned that the pay plan is coming forward, which he acknowledged has been on the table for a while, expressing that he is glad to see it's coming and adding that he believes it is because of some of the things that are taking place and the dialogue on the Dais. He then said that the way he looks at it, there are 30 days to find teeth, otherwise he will propose legislation with teeth. The Commissioner shared his opinion that he thinks City Employees need a place to go and clarified that he is talking about the regular rank and file folks, not supervisors, acknowledging that they're not in the union and for some probably need somewhere to go too. He then asked how you are going to have folks who may be causing a challenge, be the ones to hear the challenge. The Commissioner stressed that the workforce needs to feel happy coming to work, acknowledging that he has heard about surveys that have been done that indicate people are happy, but he said that he would beg to differ in some cases. He said he was glad that Vice Mayor Ervin called for the Workshop, adding that he figured this is the way it was going to go and stating that the document doesn't go far enough. Commissioner Kelley offered to meet with the City Attorney to try to come up with something that might be amenable, reiterating that it should take a max of 30 days for the

legislation that creates a Civil Service Board that has an impact where City Employees can have their issues heard and not feel like they have to get an attorney or just take it or leave it. He said that he has been around all the way back since the 35 hour work week, long enough to know people and look at body language, to listen to what's being said and he stated that some of those same feelings exist, which is why they need a Civil Service Board where City Employees can go to share their complaints. The Commissioner acknowledged that they're not always correct but need a fair process where they feel they can have their challenges heard. He asked the City Attorney to send the Commission whatever she has if she doesn't have it yet, because he would still like to know what the American Federation of State, County and Municipal Employees contract says regarding this. The Commissioner then proceeded to ask how many City Employees the union contracts cover.

Interim City Manager Williams stated that the City of Opa-locka currently has 160 slots for employees, with the Police Benevolent Association covering about 47 to 50 of those Employees and the American Federation of State, County and Municipal Employees contract covers another 60 Employees, leaving about 10 active Employees because there are currently 40 vacant slots that the City is looking to fill.

Commissioner Kelley shared his understanding that there are forty total vacancies.

Interim City Manager Williams confirmed that Commissioner Kelley was correct.

Commissioner Kelley requested that in writing.

City Attorney Norris-Weeks assured the Commission that she is happy to meet with Commissioner Kelley and the Manager or just wait for the Manager's recommendations. The City Attorney said that she does not have a dog in the fight, and she added that her only interest is just trying to ensure that the City doesn't have legislation on the books that it will not be able to comply with. She stated that she is happy to facilitate, meet and draft whatever is the will of the Commission.

Commissioner Kelley said he appreciated the statement made by City Attorney Norris-Weeks, but he asserted that he does have a dog in the fight because he has been on both sides. The Commissioner stated that a happy workforce works better than one that's not happy or challenged. He said that he doesn't need data because he's experienced it on both sides and doesn't care about how much education someone may have because nothing beats experience in any setting.

Commissioner Williams pointed out that the City Charter explicitly states that the City Manager has the power to hire and fire City Employees or anyone that works for the City,

and she asked if transforming the board from an advisory board to an administrative board is a violation of the Charter.

City Attorney Norris-Weeks said that it is a good question and that it had not been interpreted that way in the past, but she said that she would like to look at the changes to the City Charter and see if there was language that would have allowed for that. The City Attorney said she could pull that up on Municode and also informed the Commission that City Clerk Flores is getting her the American Federation of State, County and Municipal Employees contract.

Commissioner Williams stated that she wanted to be clear that she is 100% in agreement that the board should be an advisory board. The Commissioner said that she doesn't think education matters, but having experience with employees herself, she said that an advisory board makes sense. She asked what the point was of having another entity in the Manager's Department when the Charter states it is his job. The Commissioner said that she sees it as two trains that are going to wreck and that she would hate to be a part of that wreck and she just wanted to make her position clear.

City Attorney Norris-Weeks referenced Article 3.3 of the City Charter which she said that she does not believe has been changed, but she committed to doing research on how the Civil Service Board would have existed and any case law that speaks to how an administrative board would coexist with a charter provision like that. The City Attorney said that it was something she had not thought about because that had not been challenged on that basis.

Vice Mayor Ervin said that she can't speak about what happens in other cities and can only speak about what happens in the City of Opa-locka. The Vice Mayor said that she knows that when it comes to firing and suspending City Employees, the City doesn't always follow its own policies and procedures. She shared that she has had City Managers say to let them take it to court, lamenting that they were knowingly firing someone that they knew should not be fired but did not have a problem with that. The Vice Mayor also said that she has seen it happen that a City Manager is having a bad day and fired a person, recalling that people have gotten fired just for speaking to a Commissioner, never getting their job back and losing everything they had. She further lamented that it happens all too much in Opa-locka and she asserted that it needs to stop. The Vice Mayor stated that she is for whatever would make it stop.

Commissioner Kelley said he likes the passion and said he wants to be clear that he looks forward to talking with the City Attorney and/or the Manager. The Commissioner

acknowledged that everything ultimately stops with the Manager, but some of what he is referring to is not just the City Manager but even people under that sometimes drive how people are disciplined unfairly and wind up in the Manager's lap. He concluded by stating that he will give the City Attorney a week to get the information his colleague requested, and then reiterated once again that his anticipation is to have Civil Service Board legislation within 30 days.

Mayor Taylor asked City Attorney Norris-Weeks if she understood the marching orders from the Commission.

City Attorney Norris-Weeks stated that whatever the Commission wants to do legislatively has to come from the Commission or the City Manager, adding that she is not formulating anything without guidance. The City Attorney also pointed out that she has already put on the table what she thinks the Commission should look at, but that if there's something else in terms of giving it teeth, the ideas need to come from a discussion with the Commission and the Manager. She then went on to say that she would take a look at case law on Commissioner Williams' question, to see how it has been interpreted because she knows that a lot of cities have standard language in their Charters establishing the Manager as the person that hires and fires but municipalities like the City of Miami have Civil Service Boards. The City Attorney said she is not sure how that's operating or even if it's been challenged, and she assured the Commission that she will find it.

Commissioner Kelley stated that he prefaced his statement by saying that he plans to meet with both the City Attorney and the City Manager because he said that he has seen it in various cases where the Manager is put in a position where they may have to take action that they may not want to because the process under them was not followed. The Commissioner reiterated that he would await the City Attorney's findings to be given to the Commission and they can go from there.

Mayor Taylor said that if all hearts and minds were clear, he asked if there was a motion to adjourn.

8. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Bass, seconded by Vice Mayor Ervin to adjourn the Workshop at 6:58 p.m.

_____
John H. Taylor Jr.
Mayor

ATTEST:

_____
Joanna Flores, CMC
City Clerk

Sponsored by: Mayor Taylor

RESOLUTION NO._____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING AND AUTHORIZING THE EXECUTION OF A LIMITED MOTOR VEHICLE PARKING LICENSE AGREEMENT, BETWEEN THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES AND THE CITY OF OPA-LOCKA, FOR USE OF ELEVEN (11) PARKING SPACES LOCATED WITHIN REGIONAL SERVICE CENTER PARKING LOT #72.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The State of Florida Department of Management Services ("State") and the City of Opa-Locka ("City") desire to execute a Limited Motor Vehicle Parking License Agreement between the City and State for the City's use of eleven (11) parking spaces located at the Opa-Locka Regional Service Center, 100 Opa-Locka Boulevard, Opa-Locka, FL 33054 and within the state parking lot known as Parking Lot 72; and

WHEREAS, eleven (11) spaces will be accessible for City-owned vehicle parking, for an annual fee of $100.00, with key card access and for a three (3) year term; and

WHEREAS, by passage of this Resolution, the City Manager is authorized to execute Contract No. DMS-21/22-312, attached hereto as Exhibit "A" as in the best interest of the City and its residents.

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

Section 1. Adoption of Recitals. The recitals to the preamble herein are incorporated by reference.

Section 2. Approving the Authorization. The City Commission hereby approves and authorizes the execution of a Limited Motor Vehicle Parking License Agreement between the Florida Department of Management Services and the City of Opa-Locka, attached hereto as Exhibit "A", for use of eleven (11) parking spaces for City owned vehicles to be parked within Parking Lot 72, for an annual fee of $100.00 and for a three (3) year term and with key card access.

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 _____, 2023.

_____
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

City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*04.26.2023*		**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 Organizational** ■ **Bus. & Economic Dev** □ **Public Safety** ■ **Quality of Education** □ **Qual. of Life & City Image** ■ **Communication** □				
Sponsor Name	Mayor Taylor		**Department:**		City Commission		

Short Title:

A resolution authorizing the Interim City Manager to enter into an agreement with the Florida Department of Management Services for use of parking spaces located in Parking Lot 72.

Staff Summary:

The Florida Department of Management Services and the City of Opa-locka shall execute an agreement granting the city use of eleven (11) parking spaces located at the Opa-locka Regional Service Center parking surface of Parking Lot 72. The spaces will be accessible for parking city-owned vehicles. The term of this agreement is three (3) years and shall be implemented as outlined in Agreement No. DMS-21/22-312.

Financial Impact – There is no financial impact for this resolution.

Proposed Action:

Staff recommends the City Commission approve the legislation authorizing the Interim City Manager to enter into an agreement with the Florida Department of Management Services for use of parking spaces located in Parking Lot 72.

Attachment:

Agreement No. 21/22-312

LIMITED MOTOR VEHICLE PARKING LICENSE AGREEMENT

BETWEEN

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

AND

CITY OF OPA-LOCKA

CONTRACT NO: DMS-21/22-312

I. Parties

This Limited Motor Vehicle Parking License Agreement (hereinafter referred to as "Agreement"), is made and entered into by and between the Department of Management Services ("Department"), located at 4050 Esplanade Way, Suite 335, Tallahassee, Florida 32399-0950, and the **City of Opa-Locka** ("City"), located at 780 Fisherman Street, Opa Locka, Florida 33054, collectively known as the "Parties."

II. Purpose

The purpose of this Agreement is for the Department to grant a conditional license to City of Opa-Locka for the use of eleven (11) parking spaces at the Opa Locka Regional Service Center parking surface of Parking Lot 72, located at 100 Opa Locka Boulevard, Opa Locka, Florida 33054, hereinafter referred to as the "Premises."

III. Term

This Agreement is effective upon the date last signed and executed by the duly authorized representatives of the Parties to this Agreement. The term shall be for 3 years, commencing on the date the Agreement is fully signed and executed by the Parties, whichever is later. This Agreement may be renewed for a period of 3 years by written agreement of the Parties.

IV. General Provisions

A. Amendments

Either Party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement that are mutually agreed upon by and between the Parties to this Agreement, shall be incorporated by written instrument and effective when executed and signed by all Parties to this Agreement.

B. Notification of Termination

1. The Department may terminate this Agreement for convenience at any time. If terminating for convenience, the Department will provide written notification of its intent to terminate the Agreement at least two weeks prior to the termination effective date. Such notification may be made via email to the City's Designated Contact Person.
2. The City may terminate this Agreement for convenience at any time. The City will provide written notification of its intent to terminate the Agreement at least two weeks prior to the termination effective date. Such notification may be made via email to the Department's Designated Contact Person.

C. Designated Contact Persons

1. The Department's Designated Contact Person is:
   Ashley Collins
   Department of Management Services

Division of Real Estate Development and Management
4050 Esplanade Way, Suite 335
Tallahassee, Florida 32399
850-487-9928
Ashley.Collins@dms.fl.gov

2. The City's Designated Contact Person is:
City of Opa-Locka
780 Fisherman Street
Opa Locka, Florida 33054
Contact: Darvin Williams
Email: dwilliams@opalockafl.gov
Telephone: 305.688.4611 EXT. 1201

3. The Parties' Designated Contact Persons may be updated via email notification to the other Party's Designated Contact Person. Changes to the Parties' Designated Contact Persons do not require a formal written amendment to this Agreement.

D. Terms of Access

1. Hours of Access: The City may access the Premises at any time unless notified by the Department that the Premises is unavailable due to maintenance issues. The Department will notify City of Premises unavailability as soon as practicable via email notification to the City's Designated Contact Person. The Department shall not be liable to City for any loss, damage, cost, or expense that may result from the Premises unavailability due to maintenance issues.

2. Identification of Vehicles: City will issue appropriate stickers, tickets, tags, decals, or other means of vehicular identification indicating that the parked vehicles are utilized by persons authorized to use the Premises.

3. Security: City, at its own costs, will enforce parking regulations to ensure that City's authorized parking permit holders adhere to safe parking and garage activity.

4. Additional Access: The Department may, at its sole discretion, grant City additional access outside the scope of this Agreement. City must request additional access at least 48 hours in advance of its need for additional access via email to the Department's Designated Contact Person. If approved, additional access will be authorized in writing via email.

E. Payment

City shall pay to the Department a fee of $100.00 annually. The Department will invoice $100.00 annually on July 1st upon the commencement of this Agreement, and payment is due to the Department within thirty (30) days of receipt of said invoice. Payment shall be remitted by money order or check and mailed to DMS Real Estate Development and Management, P.O. Box 6156, Tallahassee, FL 32314-6156. If this Agreement is noticed for termination, City will be charged pro rata for the duration of the invoicing term.

F. Use of Premises

1. Limitation of Use: City acquires no right or privilege in the Premises except the right to use the Premises as specified in this Agreement. City may not use any spaces in Parking Lot 72 except those designated in Exhibit A and referenced in this

Agreement. Vehicles parked in areas other than the Premises or parked in the Premises outside of the hours of access may be towed at the vehicle owner's expense.

2. Vehicle Parking: City will use and occupy the Premises for vehicle parking only. None of City's occupants shall park any vehicle in the Premises that is too large to fit within the lines without encroachment into adjacent spaces.

3. Safety and Security: City will ensure the Premises are used in a careful, safe, and proper manner and will not permit any waste or nuisance in or on the Premises except for as caused by the normal operation of vehicular traffic and parking. City shall provide and pay for security personnel to provide premises security for the entire time it uses the Premises subject to this Agreement. City acknowledges the Department is not responsible for providing premises security for the portion of the Premises subject to this Agreement.

4. Access Cards: The Licensor will provide 11 access cards to the Licensee. Should a card need to be replaced, the cost will be $20.00 payable to Florida Department of Management Services at the time of the replacement. Payment may be made by money order or check mailed to DMS Real Estate Development and Management, P.O. Box 6156, Tallahassee, Floirda 32314-6156.

G. Condition of Premises and Property

1. Maintenance: The Department will continue regular maintenance of the Premises subject to this Agreement in a clean, neat, orderly, and safe condition. The Department reserves the right to bill City, and City agrees to pay for any maintenance, repair, cleaning, or other services required because of City's or City's occupants' abuse or negligence of the Premises outside normal wear and tear.

2. Debris Removal: City is required to ensure its representatives, agents, and employees remove all trash, waste, and debris prior to exiting the lot. Violation of this requirement constitutes a valid cause for Agreement termination.

3. Lighting: The Department shall provide electricity for lighting for the Premises where currently available but cannot guarantee uninterrupted service. The Department shall not be liable to City for any loss, damage, cost, or expense that may result from the interruption or failure of any utility service to the Premises.

V. Right of Entry

The Department reserves an unbridled right of entry for its representatives, agents, and employees at any time for any purpose, including examining and inspecting the Premises and any of the Department's property located in or on the Premises.

VI. Compliance with Laws

City shall at all times comply with all applicable laws, codes, ordinances, and orders governing City's use of the Premises, including all rules, regulations, and guidelines of the Department.

VII. Indemnity

The Department and City are each State Agencies or political subdivisions of the State of Florida as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is

intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

City hereto acknowledges it is self-insured pursuant to the Florida Statutes, for general liability coverage, automobile liability, and workers compensation.

VIII. Breach

In the event City violates or fails to comply with any term, condition, or obligation of this Agreement, or is in any manner in default under this Agreement, the Department may immediately and without notice declare this Agreement cancelled and terminated, and further reserves its right, without notice and without recourse to any legal proceeding, to enter and repossess the Premises.

Use by City of parking spaces or areas outside of the Premises will constitute a breach of this Agreement.

IX. No Transfer or Assignment

City shall not assign any portion of this Agreement without the prior express written consent of the Department. Any assignment made either in whole or in part without the prior express written consent of the Department shall be void and without legal effect.

X. Notices

All notices, requests, or other communications provided for or concerning this Agreement shall be in writing and be deemed sufficiently given and sufficiently received when electronically mailed to the Parties' Designated Contact Persons.

XI. No Waiver

The failure of either Party to this Agreement to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

XII. Relationship of the Parties

1. The Department and City have entered into this Agreement for the sole purpose of granting the use of the Premises to City during the term of and pursuant to the conditions contained in this Agreement.

2. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the Parties.

XIII. Bond Covenants

This Agreement is subject to compliance with all statutory and regulatory requirements, including applicable bond covenants, relating to the use of public or state property. The Department reserves the right to immediately revoke and terminate all licenses bestowed by this Agreement, or to amend the terms and conditions of this Agreement unilaterally, as necessary if required to maintain full compliance with such requirements.

XIV. Entire Agreement

This Agreement shall constitute the entire Agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

XV. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either Party with regard to this Agreement shall be binding only if evidenced in writing signed by the authorized representative for each Party.

XVI. Interpretation

This Agreement shall not be construed against either Party and shall be deemed to have been drafted by both Parties.

XVII. Governing Laws and Venue

This Agreement shall be governed by, construed, and enforced, in accordance with the laws of the State of Florida, with all proceedings and adjudications conducted in Leon County, Florida.

The remainder of this page is intentionally left blank.

In WITNESS HEREOF, the Parties' authorized representatives hereby execute this Agreement.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

_____
Tom Berger, Director
Division of Real Estate Development and Management

_____
Date

CITY OF OPA-LOCKA

_____
Signature

_____
Print Name and Title

_____
Date

CITY OF OPA-LOCKA
Office of the General Counsel

_____
Signature

_____
Print Name and Title

_____
Date

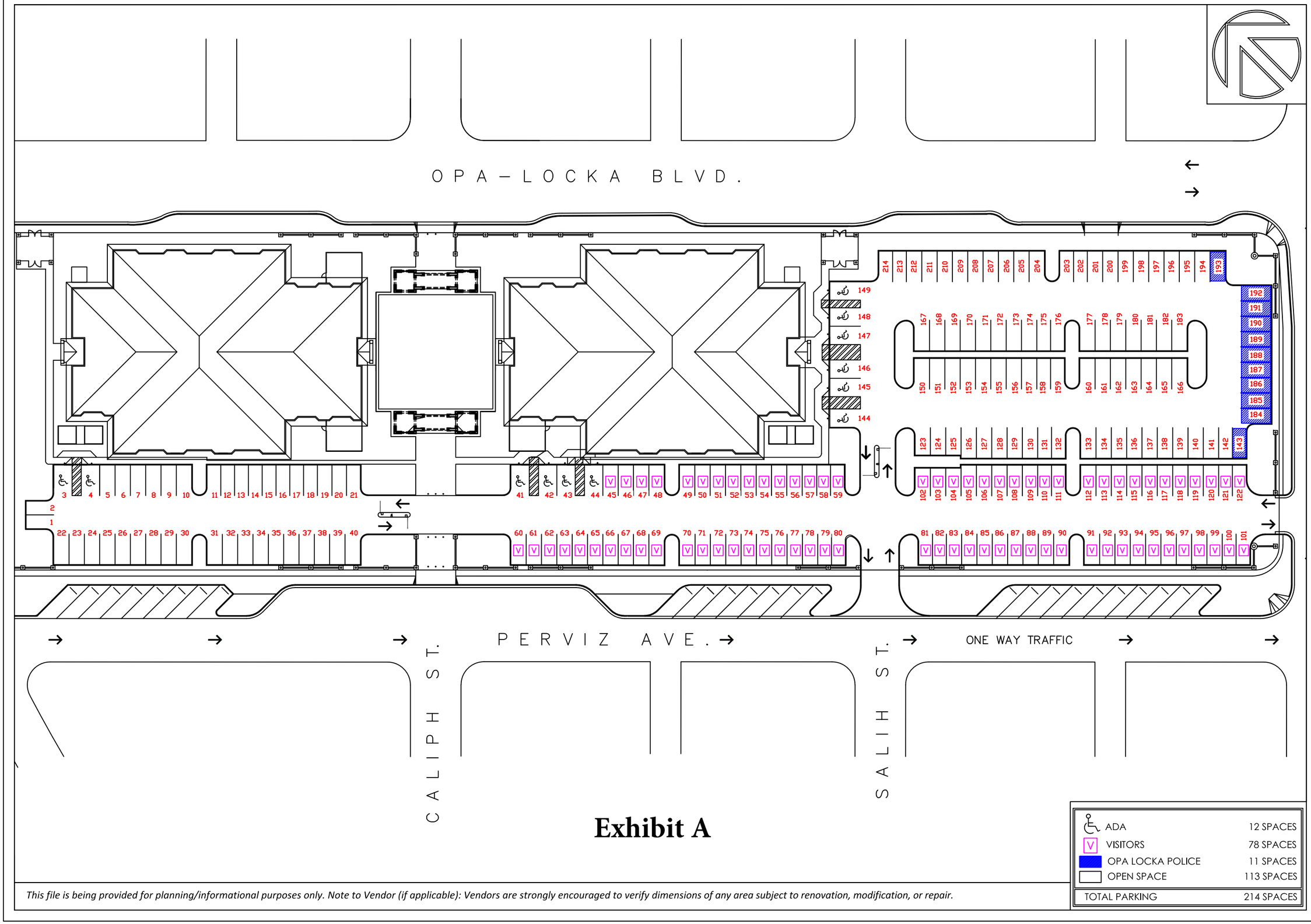


Exhibit A

This file is being provided for planning/informational purposes only. Note to Vendor (if applicable): Vendors are strongly encouraged to verify dimensions of any area subject to renovation, modification, or repair.

LEVEL:

LOT/GARAGE: 72

LAST REVISION: MARCH 31, 2023

BUILDING ASSOCIATION: OPA LOCKA

TECHNICIAN: C.SMITH

SCALE: NA

Department of MANAGEMENT SERVICES
We serve those who serve Florida

Sponsored by: Mayor Taylor

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO PROCESS AND SUBMIT AN APPLICATION TO THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS FOR ANNEXATION OF AREAS "A" AND "B", ATTACHED HERETO, INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") was established in 1926 as a City with 4.2 square miles; and

WHEREAS, the City is looking to expand its boundaries into additional areas of Miami-Dade County; and

WHEREAS, the City Commission of the City of Opa-locka desires to authorize the initiation of municipal boundary change procedures, pursuant applicable provisions of the Miami-Dade Charter and existing Ordinances; and

WHEREAS, the City Commission of the City of Opa-Locka hereby directs the Interim City Manager to pursue possible annexation options for the City, including Areas identified as "Annexation Area A", an area bounded by NW 47th Avenue to the East, and NW 135th Street to the North, and the Gratigny Expressway to the Southwest, forming a triangular area; and the area identified as "Annexation Area B", an area bounded by NW 127th Street to the North, NW 107th Street to the South, NW 27th Avenue to the East, and NW 37th Avenue to the West, and to identify other unincorporated portions of Miami-Dade County that border the City of Opa-locka for potential future annexation with Commission approval (See Attached Composite Exhibits); and

WHEREAS, reasons for annexation include acquisition of industrial and commercial properties, increased tax revenues, and expansion of the City borders; and

WHEREAS, the Interim City Manager shall take all necessary steps to submit an annexation application to the Miami-Dade County Board of County Commissioners; and

WHEREAS, the City Commission finds that it is the best interest of the City to authorize the Interim City Manager to take all necessary steps to complete and submit an application to Miami-Dade County for Annexation.

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, authorizing and directing the Interim City Manager to take all necessary steps to process, complete and submit an application to the Miami-Dade County Board of County Commissioners for Annexation of Areas "A" and "B", attached hereto.

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 _____, 2023.

_____
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	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

City Manager:	Darvin Williams			**CM Signature:**				
Commission Meeting Date:	*04.26.2023*		**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**
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 Organizational** ■ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐					
Sponsor Name	Mayor Taylor		**Department:**		City Commission			

Short Title:

A resolution of the City Commission authorizing the Interim City Manager to take all necessary steps to complete and submit an application to Miami-Dade County for Annexation.

Staff Summary:

History- In 1926, the City of Opa-locka was established of 4.2 square miles. The city is looking to expand its boundaries.

Current Activity- The Interim City Manager shall take the necessary steps to submit an annexation application to be presented to Miami Dade County Commissioners. The reason for the annexation acquisition of the industrial and commercial properties is to increase tax revenue and expand city boundaries.

Financial Impact – A budget of $50,000 will be established to cover consultant fees, application fees, ancillary studies and other costs which may arise. Since this is a one-time event, the utilization of Fund Balance is appropriate. General Fund Available Fund Balance will be utilized.

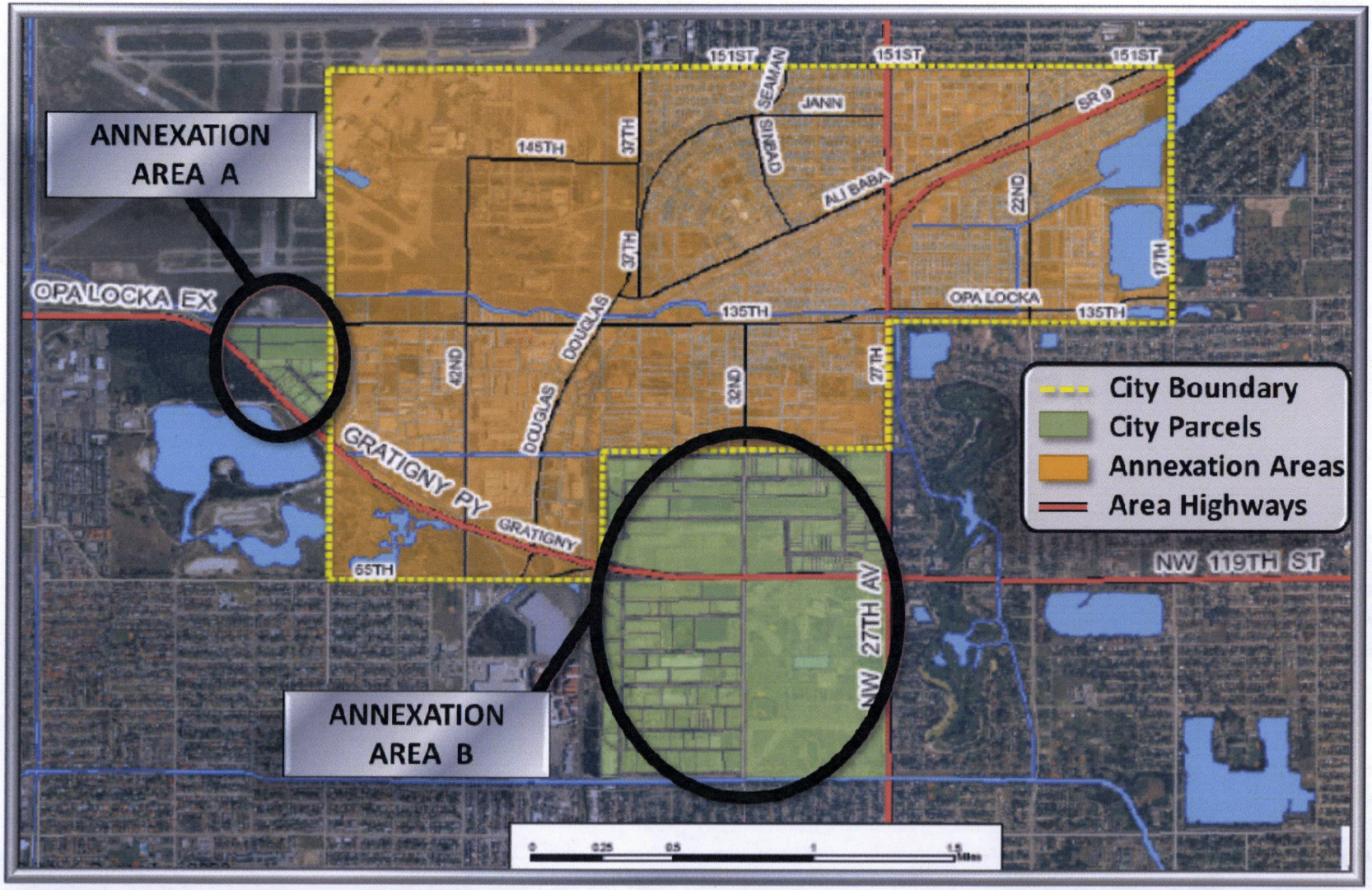
Proposed Action:

Staff recommends the City Commission approve the legislation authorizing the Interim City Manager to take all necessary steps to apply for Annexation.

Attachment:

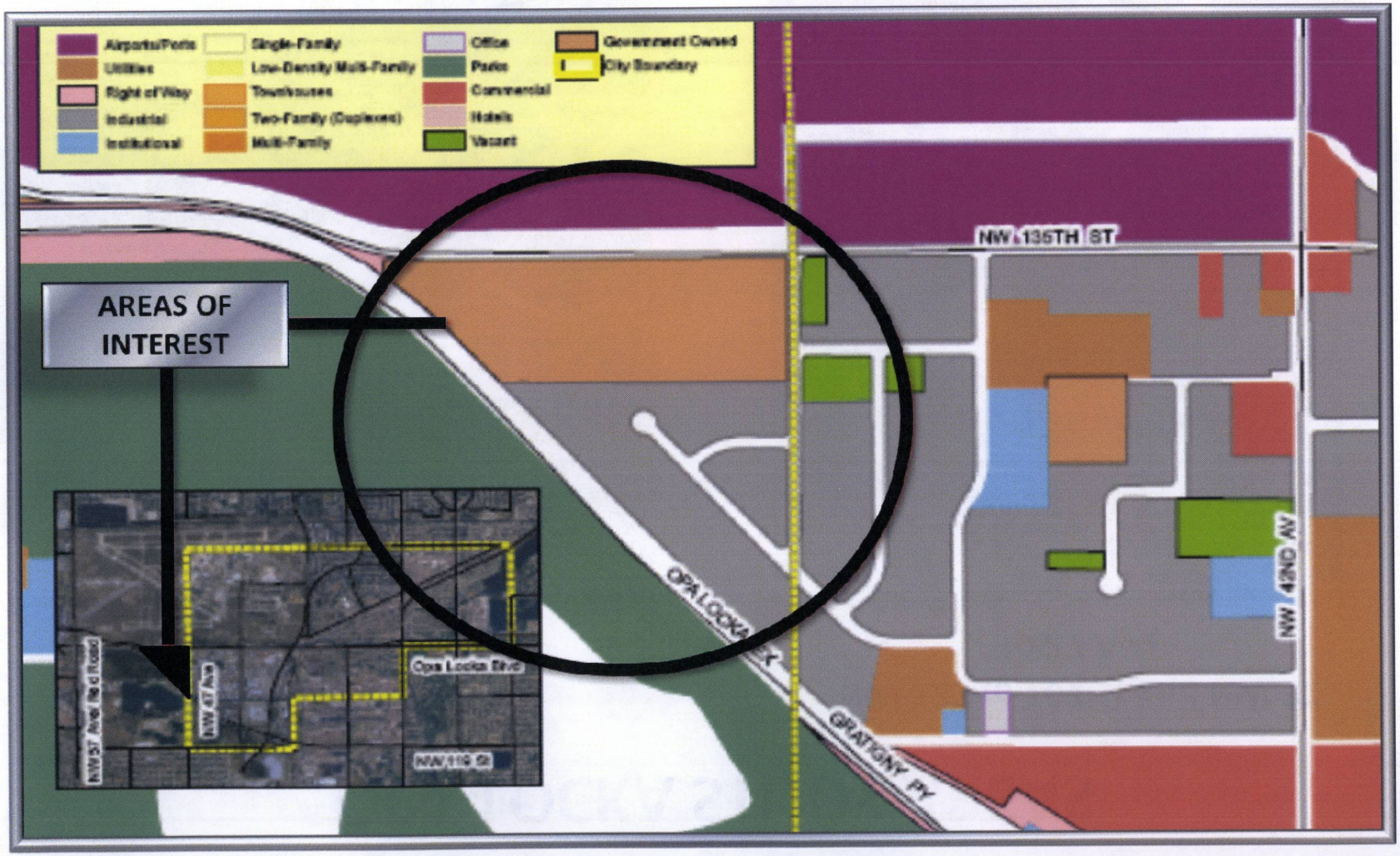
Areas of Annexation
Opa-locka Study Area

AREAS OF ANNEXATION



OPA-LOCKA STUDY AREA

NW 135 Street to Gratigny PKY & NW 47th Ave



OPA-LOCKA STUDY AREAS

NW 135 St to Gratigny PKY & NW 47th Ave

NW 127 to 107 St and NW 37 to 27 Ave

Sponsored by: Mayor Taylor

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO ALLOCATE FIFTY THOUSAND DOLLARS ($50,000.00) FOR IMPLEMENTATION OF A SUMMER YOUTH JOBS PROGRAM WITH CAREERSOURCE SOUTH FLORIDA, PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the desire of the City of Opa-Locka ("City") to create as many summer jobs as possible for City of Opa-Locka youth; and

WHEREAS, on March 8, 2023, the City Commission approved Resolution No. 23-027 directing the Interim City Manager to ensure the timely implementation of a City summer youth jobs program in an amount not to exceed $50,000.00; and

WHEREAS, Resolution 23-027 allowed for implementation of a City program following a plan presented to the City Commission or for the City to work with an outside agency for implementation of a summer youth jobs program; and

WHEREAS, the Interim City Manager recommends that the City enter into an agreement with CareerSource South Florida for implementation of a Summer Youth Jobs Program consistent with the Agreement attached hereto as Exhibit "A"; and

WHEREAS, the City Commission accepts the recommendation of the Interim City Manager to expend Fifty Thousand Dollars ($50,000.00) for matching funds with CareerSource South Florida for the provision of a Summer Youth Jobs Program.

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 hereby directs the Interim City Manager to allocate Fifty Thousand Dollars ($50,000.00) for a Summer Youth Jobs Program with CareerSource South Florida, pursuant to the terms and conditions set forth in Exhibit "A" hereto.

Sponsored by: Mayor Taylor

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 _____, 2023.

_____
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

City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*04.26.2023*		**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: 19-519312		**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	Mayor Taylor		**Department:**		City Commission		

Short Title:

A resolution authorizing the Interim City Manager to enter into an agreement with CareerSource South Florida to assist in facilitating the City's Summer Youth Employment Program.

Staff Summary:

History: On May 14, 2014, the City Commission approved Resolution No. 14-8801 to implement a summer youth job program.

On May 27, 2015, the City Commission approved Resolution No. 15-9004 to support the program and allocated $15,000 to fulfill the commitment.

On March 8, 2023, the City Commission approved Resolution No. 23-027 with a desire to implement a youth employment program in an amount not to exceed $50,000 to be performed by the City or an outside agency.

Current Activity: The City and CareerSource South Florida will collaboratively facilitate a Youth Summer Program. Each organization will contribute $ 50,000 for a total of $100,000. The program shall employ thirty-eight (38) randomly selected youth that reside in the City of Opa-locka. The youth will complete 120 hours on a worksite and 20 hours of pre-employment skills within an 8-week period to commence in June.

Financial Impact – The FY 23 budget includes $50,000 for this program in Other Professional Services – 19-519312.

Proposed Action:

Staff recommends the City Commission approve the legislation authorizing the Interim City Manager to enter into an agreement with CareerSource South Florida to aid in the City's Sumer Youth Employment Program.

Attachment:

Agreement between CareerSource and City of Opa-locka
Sunbiz Division of Corporation Document
Resolution No. 23-027

YOUTH EMPLOYMENT PROGRAM
FUNDING AGREEMENT

This AGREEMENT ("Agreement") is entered into this **"X"** day of June 2023 between the **CITY OF Opa-Locka** (the "CITY"), having an address of 780 Fisherman Street, 4th Floor, Opa-Locka, FL 33054, and the **CAREERSOURCE SOUTH FLORIDA** (the "CSSF") having an address of 7300 Corporate Center Drive, Suite 500, Miami, FL 33126 (Collectively referred to as the "Parties").

WHEREAS, the City Council authorized the CITY to partner with the CSSF to provide funding for a Summer Youth Employment Program ("Program"), and

WHEREAS, students who participate in the Program will be residents of the City of Opa-Locka between the ages of 15 and 18 ("Youth"), and

WHEREAS, businesses that participate in the Program will be located within the City of Opa-Locka ("Businesses"),

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. TERM. This Agreement shall start on June **"X",** 2023 and end on **"X",** 2023, irrespective of the date of execution, unless terminated earlier pursuant to this Agreement.

2. DUTIES AND RESPONSIBILITIES.

A. Duties of the CITY.

1. The CITY shall pay the CSSF up to **Fifty Thousand Dollars ($50,000.00)** to fund the Program. An CSSF youth service provider will deliver services, which include, but are not limited to, intake, eligibility determination, work readiness and referral to work sites, as detailed in Section B. below, to eligible youth ages 15-18 years of age.

2. The CITY shall pay the CSSF upon receipt and approval of documentation that provides the identity of eligible youth participating in the Program, hourly wage paid to the youth and the number of hours the youth worked or attended work skills training.

3. The CITY shall have no obligation to pay any monies until the CSSF transmits all required documentation. The CITY shall pay the CSSF within thirty (30) days of receipt of such documentation.

4. The CITY shall only pay the CSSF for the hours youth attended in work skills training and hours worked at various worksites.

5. In no event shall any of the youth who participate in the Program be deemed employees of the CITY or the CSSF.

6. Any funds that are not used by the CSSF to fund the Program as set forth herein shall be repaid to the City.

7. It is understood and agreed between the parties hereto that the City of Opa-Locka Summer Youth Program is funded by City of Opa-Locka and CSSF. The total cost for all Participants served during this program shall be paid by each party in equal amounts.

B. Duties of the CSSF.

The CSSF, through its contracted youth service provider, shall:

1. Provide matching funds of up to **Fifty Thousand Dollars ($50,000.00)** to be paid towards participant costs.

2. Register City of Opa-Locka youth residents ages 15-18 into the Program.

3. Recruit and engage businesses in the City of Opa-Locka to participate in the Program.

4. Collect documentation and maintain data about Program participants as proof of Program eligibility.

5. Provide 140 hours of paid work experience, which includes 20 hours of Pre-Employment Work Readiness Training, to all youth participants working with local businesses in the City of Opa-Locka. All youth will be paid $13.88 per hour (no overtime permitted).

6. Provide a detailed report to the CITY that identifies the businesses and youth participating in the Program no later than December 31, 2023.

7. Provide a detailed cost reimbursement invoice to the CITY that specifies how CITY funding was expended.

8. Monitor Program activity and performance of the businesses and report Program activity and performance to the CITY.

9. Maintain appropriate documentation such as proof of residency, U.S. citizenship or authorization to work in U.S, and proof of age all participants in the Program. Such documentation consists of a utility bill (water, cable, FPL, telephone) current lease agreement, voters registration card, health insurance card, current state of Florida issued ID/ driver license, school picture ID, current state of Florida vehicle registration, current U.S. issued passport, birth certificate, social security card or other supporting documents that may be used to determine residency, income, age, and citizenship.

10. Seek to ensure the safety of all youth who participate in the Program.

11. It is understood and agreed between the parties hereto that the City of Opa-Locka Summer Youth Program is funded by City of Opa-Locka and CSSF. The total cost for all Participants served during this program shall be paid by each party in equal amounts.

3. INDEMNITY

The CSSF shall indemnify and hold harmless the CITY, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this

Agreement by the CSSF or the CSSF's officers, employees, agents, or servants. The CSSF shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of section 768.28 Florida Statutes, subject to the provisions of that statute whereby the CSSF shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of two hundred thousand dollars ($200,000.00), or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the CSSF arising out of the same incident or occurrence which exceeds the sum of three hundred thousand dollars ($300,000.00) from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the CSSF or the CSSF's officers, employees, or servants.

4. INSURANCE.

The CSSF shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of one million dollars ($1,000,000.00) combined single limit.

The CSSF shall also be required to provide and maintain, during the life of the Agreement, comprehensive automobile liability insurance coverage for bodily injury and property damage in the minimum amount of five hundred thousand dollars ($500,000.00) combined single limit.

The CSSF shall also provide the CITY with proof that the CSSF has workers' compensation insurance in an amount, which satisfies the requirements of Florida law, for any employee of the CSSF.

5. MAINTENANCE OF RECORDS.

A. The Parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation for any service rates, expenses, researching or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration or termination of this Agreement.

B. The Parties and their designated agents shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement.

C. In the event that any party should become involved in a legal dispute with a third party arising from performance under this Agreement, the other party shall extend the period of maintenance for all records relating to this Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to said party.

6. TERMINATION.

The CITY and CSSF may for convenience and without cause, terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the effective date of the termination.

Should the CITY determine that the CSSF breached any provision of this Agreement, the CITY may terminate this Agreement, for cause, immediately and without prior notice to the CSSF. Should

the CITY terminate this Agreement for cause, the CITY shall provide notice as soon as possible to the CSSF.

In the event of termination or expiration of this Agreement, the CSSF and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the CSSF to the CITY or to any other person or entity the CITY may designate, and to maintain during such period of transition the same services provided to the CITY pursuant to the terms of this Agreement, the CSSF will take all reasonable and necessary actions to transfer all of the CITY'S records, etc. and data in its possession, in an orderly fashion, to either the CITY or its designee in a hard copy and computer format.

If either party terminates this Agreement, the CITY shall only pay for services provided through the date of termination, based upon documentation provided to the CITY by the CSSF and approved by the CITY. The CSSF has thirty (30) days after the date of termination to provide the CITY with all necessary documentation for said payment. Notwithstanding the above, if the CITY terminates this Agreement for cause and requires the CSSF to maintain services during any period of transition to another person or entity, the CITY shall pay the CSSF for all costs incurred during such transition period.

7. INDEPENDENT CONTRACTOR. The CSSF is an independent contractor. No party is an employee or agent of any other party. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors between the CSSF and the CITY, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this Agreement.

8. NOTICE. Notice shall be deemed given when personally delivered, faxed with a fax return or seventy-two (72) hours after deposit in the United States mail postage prepaid, return receipt requested, addressed as follows:

FOR SOUTH FLORIDA WORKFORCE INVESTMENT BOARD:

Rick Beasley, Executive Director
South Florida Workforce Investment Board
The Landing at MIA
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

FOR THE CITY OF OPA-LOCKA:

Darvin Williams, Interim City Manager
The City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

Copy to:
Burnadette Norris-Weeks, Esq. City Attorney
401 North Avenue of the Arts
Fort Lauderdale, FL 33311

9. PUBLIC RECORDS.

The CSSF shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the CSSF in connection with this Agreement, except that public records which are made exempt and/or confidential from public records disclosure by law must be protected from disclosure and includes, but is not limited to, criminal history information derived from the U.S. Department of Justice.

Pursuant to section 119.0701 of the Florida Statutes, the CSSF shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;

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

(c) Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CSSF does not transfer the records to the CITY; and

(d) Meet all requirements for retaining public records and transfer to the City, at no cost to the City, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the CSSF upon termination of this Agreement. Upon termination of this Agreement, the CSSF shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the City by the CSSF in a format that is compatible with the City's information technology systems.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of the CSSF's official business.

IF THE CSSF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CSSF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: JOANNA FLORES AT (305) 953-2800, jflores@opalockafl.gov, 780 FISHERMAN STREET, OPA-LOCKA, FL 33054.

10. MISCELLANEOUS.

General Provisions

A. The Parties shall comply with all laws, statutes, ordinances, rules, and regulations of the United States, the state of Florida, Miami-Dade County, the City of Opa-Locka, and any other governmental body with applicable jurisdiction.

B. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral statements, understandings, or agreements.

C. This Agreement shall be interpreted and governed by Florida law. Any actions, suits, or claims that may arise pursuant to this Agreement shall be brought, and venue shall lie, in Miami-Dade County, Florida.

D. No consent or waiver, whether expressed or implied, by either party to this Agreement to, of or for any breach or default by the other party in performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to, of or for any other breach or default in performance by such other party of the same or any other obligation of such party hereunder. Failure on the part of either party to complain of any act or failure of the other party to this Agreement to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

E. All rights, privileges and remedies afforded the Parties by this Agreement shall be deemed cumulative and not exclusive. In the event of a breach of or other failure to perform as required under this Agreement, the party not breaching or defaulting shall, in addition to all rights and remedies hereunder provided, have all rights and remedies available in law or in equity.

F. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, such results shall not affect the other terms and provisions of this Agreement or applications thereof which can be given effect without the relevant term, provision, or application, and to this end the Parties agree that the provisions of this Agreement are and shall be severable.

G. The CSSF and the individual executing this Agreement on behalf of the CSSF, warrant to the CITY that the CSSF possesses all of the required licenses and certificates of competency required by the state of Florida and Miami-Dade County to perform the work herein described.

H. This Agreement does not establish a partnership, joint venture, agency, sales representative or employment relationship between the Parties.

I. There are no third party beneficiaries, intended or unintended, to this Agreement.

J. In the event of acts of God, terrorism or other force majeure, the CSSF and the CITY shall be relieved of responsibilities under this Agreement and the CSSF shall retain all monies received in connection with and paid for services performed under this Agreement, through the date of the occurrence of acts of God, terrorism or other force majeure.

K. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the Parties. No modifications hereof shall be effective unless made in writing and executed by the Parties with the same formalities as this Agreement is executed.

L. The preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. It is the Parties' further intention that this Agreement be construed liberally to achieve its intent.

M. Should any dispute arise hereunder, the prevailing party shall be entitled to recover, against the non-prevailing party, all costs, expenses and attorneys' fees incurred by the prevailing party in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorneys' fees through all appeals or other actions.

N. CSSF agrees to permit the CITY to examine all records which are, in any way, related to the Services provided and this Agreement, and grants to the CITY the right to audit any books, documents and papers of CSSF that were generated during the course of the administration of this Agreement. CSSF shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes. Upon the CITY's request, CSSF shall provide the CITY with copies of all public records related to this Agreement, at no cost to the CITY.

O. The CITY and the CSSF shall comply with all applicable state, federal and local laws, including, but not limited to, the Florida Minimum Wage laws, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, the Fair Labor Standards Act, the Americans with Disabilities Act, Chapter 11A of the Code of Miami-Dade County and related regulations. The CITY and the CSSF assure that they do not, and will not discriminate against any youth because of or on the basis of gender, race, color, religion, ancestry, national origin, sex, pregnancy, political beliefs, marital status, familial status, age, sexual orientation, social and family background, linguistic preference, disability, gender identity or expression, or status as a victim of domestic violence, dating violence or stalking.

P. This Agreement sets forth the full and complete understanding of the Parties as of **"X", 2023**, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

City of Opa-Locka, Inc.

By: _____
Darvin Williams
Interim City Manager

ATTEST:

By: _____
Name
Title

Approved as to Legal form:

By: _____
Name
City Attorney

CAREERSOURCE SOUTH FLORIDA

By: _____
Rick Beasley
Executive Director

Address: 7300 Corporate Center Drive, Suite 500
City, State Zip: 33126-1234

Phone Number: (305) 929-1501
E-mail: rick.beasley@careersourcesfl.com

CAREERSOURCE SOUTH FLORIDA
Business Name (if applicable)

_____
Tax Id #

Previous on List . Next on List . Return to List

Filing History

Fictitious Name Search
Submit

Fictitious Name Detail

Fictitious Name

CAREERSOURCE SOUTH FLORIDA

Filing Information

Registration Number	G13000089842
Status	ACTIVE
Filed Date	09/11/2013
Expiration Date	12/31/2023
Current Owners	1
County	MIAMI-DADE
Total Pages	2
Events Filed	1
FEI/EIN Number	20-4957175

Mailing Address

7300 CORPORATE CENTER DR., STE 500
MIAMI, FL 331261234

Owner Information

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
7300 CORPORATE CENTER DR., STE 500
MIAMI, FL 331261234
FEI/EIN Number: 20-4957175
Document Number: NONE

Document Images

09/11/2013 -- REGISTRATION View image in PDF format

03/20/2018 -- RENEWAL View image in PDF format

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Filing History

Fictitious Name Search
Submit

Sponsored by: Mayor Taylor

RESOLUTION NO. 23-027

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO ENSURE THE TIMELY IMPLEMENTATION OF A CITY SUMMER YOUTH JOBS PROGRAM FOR AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS ($50,000) FOLLOWING CITY COMMISSION APPROVAL OF A PLAN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to ensure the timely implementation of a summer youth jobs program; and

WHEREAS, on May 14, 2014, the City Commission of the City of Opa-Locka approved Resolution No. 14-8801 to implement a summer jobs hiring program; and

WHEREAS, on May 27, 2015, the City Commission approved Resolution No. 15-9004 to support the City's Summer Youth Jobs Program and allocated Fifteen Thousand Dollars ($15,000.00) to fulfill the commitment; and

WHEREAS, the City Commission now desires to implement a program in an amount not to exceed Fifty Thousand Dollars ($50,000.00) following City Commission approval of a plan to be presented to the City Commission within thirty (30) days from the passage of this Resolution; and

WHEREAS, the City Commission finds that it is the best interests of the City to direct the Interim City Manager to take all necessary actions to ensure the timely implementation of a City summer youth jobs program to be performed by the City or an outside agency.

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 hereby directs the Interim City Manager to ensure the timely implementation of a City Summer Youth Jobs Program to be performed by the City in an amount not to exceed Fifty Thousand Dollars ($50,000.00), following City Commission approval of a plan to be presented to the City

Commission within thirty (30) days from the passage of this Resolution. The City Manager is directed to bring back a plan that outlines the specifics of the City Summer Youth Jobs Program. If a contract is necessary for the Program, the contract should be in a form approved by the City Attorney.

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 8th day of March, 2023.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Williams

Seconded by: Commissioner Bass

VOTE:	5-0
Commissioner Bass	YES
Commissioner Kelley	YES
Commissioner Williams	YES
Vice Mayor Ervin	YES
Mayor Taylor	YES

City of Opa-locka
Agenda Cover Memo

City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*03.08.2023*		**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	
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#:**				
		Not Now					
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	Mayor Taylor		**Department:**		City Commission		

Short Title:

A resolution of the City Commission of the City of Opa-locka directing the Interim City Manager to take the necessary actions to ensure the timely implementation of a summer youth job program.

Staff Summary:

History: On May 14, 2014 the City Commission approved Resolution No. 14-8801 to implement a summer job hiring program.

On May 27, 2015 the City Commission approved Resolution No. 15-9004 to support the City's Summer Youth Jobs Program and allocated $15,000 to fulfill the commitment.

Last year the city also conducted a summer youth internship program within the City government under the sponsorship of the County Student Youth Internship Program (SYIP) to provide local students with an opportunity to gain exposure to what is expected of an employee in the workplace as well as to obtain insight as to functioning of a city government.

Current Activity: For this fiscal year, it is recommended that the City's objective be to both continue for another summer the County-sponsored Student Youth Internship Program for local students as well as to enter into agreements with other agencies and entities to establish a summer youth job program.

Financial Impact – The FY 23 adopted budget includes $50,000 in Non-Department Other Professional Services (19-519312) for a summer youth job program. Those students participating in the County Student Youth Internship Program receive compensation from the County.

Proposed Action:

Staff recommends the City Commission approve the legislation directing the Interim City Manager to take the necessary actions to ensure the timely implementation of a summer youth job program.

Attachment:

Resolution No. 14-8801
Resolution No. 15-9004

Sponsored by: Vice Mayor Kelley

Resolution No. 14-8801

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, DIRECTING THE CITY MANAGER, WITH ADVICE FROM THE CITY ATTORNEY, TO IMPLEMENT A SUMMER JOB HIRING PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-locka is interested in creating summer job opportunities for the residents of the City of Opa-locka; and

WHEREAS, the City Commission of the City of Opa-locka desires the City Manager, with advice from the City Attorney, to investigate and find a means of implementing a Summer Job Hiring Program; and

WHEREAS, the desired summer jobs are to be performed, where possible, by qualified City residents, selected in an equitable fashion.

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

Section 1. The recitals to the preamble hereby incorporated by reference.

Section 2. The City Commission of the City of Opa-locka hereby directs and authorizes the City Manager, with advice from the City Attorney, to investigate and find a solution to implement a Summer Job Hiring Program, for qualified City residents, selected in an equitable fashion.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 14th DAY OF May, 2014.

MYRA TAYLOR
MAYOR

Resolution No. 14-8801

Attest to:

Joanna Flores
City Clerk

Approved as to form and legal sufficiency:

Joseph S. Geller
GREENSPOON MARDER PA
City Attorney

Moved by:	COMMISSIONER JOHNSON
Seconded by:	VICE MAYOR KELLEY
Commission Vote:	4-0
Commissioner Holmes:	OUT OF ROOM
Commissioner Johnson:	YES
Commissioner Santiago:	YES
Vice-Mayor Kelley:	YES
Mayor Taylor:	YES

Sponsored by: Commissioner Joseph Kelley

RESOLUTION NO. 15-9004

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO SUPPORT THE CITY OF OPA-LOCKA'S SUMMER YOUTH JOBS PROGRAM AND LOCATE $15,000 OF FUNDS TO FULFILL THIS COMMITTMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka has a Summer Youth Jobs Program; and

WHEREAS, It is the desire of the City to create as many summer jobs for the City's youth as reasonably practicable.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE CITY COMMISSION FOR THE CITY OF OPA-LOCKA, FLORIDA:

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

Section 2. The Manager is hereby directed to support the City's Summer Youth Jobs Program with a $15,000.00 commitment and to locate funds sufficient to fulfill this commitment.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 27th day of May, 2015.

Myra 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 SANTIAGO
Seconded by:	COMMISSIONER KELLEY
Commission Vote:	4-1
Commissioner Kelley:	YES
Commissioner Pinder:	YES
Commissioner Santiago:	YES
Vice-Mayor Holmes:	NO
May Taylor:	YES

Sponsored by: Commissioner Bass

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REQUIRING THE CITY TO HOST ALL SPECIAL EVENTS ASSOCIATED WITH THE CITY'S ANNUALLY RECOGNIZED NATIONAL HOLIDAYS AND SHOW THAT SAID EVENTS ARE SPONSORED BY THE MAYOR AND CITY COMMISSIONERS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") currently provides holiday-themed and other special events within the community to promote entertainment, enjoyment and engagement among the residents, staff and officials of the City; and

WHEREAS, the City Commission has determined that national holidays are of such a significance and stature that they should be hosted by the City, but also be shown as sponsored by the mayor and city commissioners; and

WHEREAS, the City desires to host all special events associated with national holidays; and

WHEREAS, the City's annually recognized national holidays shall include New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day; and

WHEREAS, the City Commission finds it is the best interest of the City to authorize the City to host all special events associated with the City's annually recognized national holidays, but also jointly show the Mayor and City Commissioners as co-sponsors for said events.

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 hereby authorizes the City to host all special events associated with the City's annually recognized national holidays to include: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day,

Veterans Day, Thanksgiving Day and Christmas Day, but also show the mayor and city commissioners as co-sponsors for all such events

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 _____, 2023.

_____
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	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*04.12.2023*		**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 Organizational** ■ **Bus. & Economic Dev** ☐ **Public Safety** ■ **Quality of Education** ☐ **Qual. of Life & City Image** ■ **Communication** ☐				
Sponsor Name	Commissioner Bass		**Department:**		City Commission		

Short Title:

A resolution authorizing all city events held in recognition of a National Holiday be recognized by the city and permits an individual member of the Commission to sponsor the event.

Staff Summary:

History: The City currently provides holiday-themed and other special events within the community to promote entertainment, enjoyment and engagement among the residents, staff, and officials of the city.

Current Activity: National holidays are of such a significant stature that they should be co-sponsored by all members of the Commission.

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Financial Impact – There is no financial impact for this resolution.

Proposed Action:

Staff recommends the City Commission approve the legislation approving all city held events in recognition of a National Holiday be sponsored by the city.

Attachment:

Sponsored by: Interim City Manager

RESOLUTION NO._____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ADOPTING THE RECOMMENDED UPDATED CITY PAY PLAN FROM EVERGREEN SOLUTIONS, LLC FOR ALL CITY STAFF; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Interim City Manager engaged Evergreen Solutions, LLC to conduct a Pay Plan Study on behalf of the City; and

WHEREAS, Evergreen Solutions, LLC reviewed the current staff classification and compensation system to analyze internal equity and surveyed other municipalities to evaluate external equity to include the cities of: Aventura, Coral Gables, Doral, Miami Beach, Miami Gardens, Plantation, Hialeah Gardens, North Miami, Sunny Isles, Surfside, Hialeah, Palmetto Bay, Pinecrest, North Miami Beach and Miami-Dade County; and

WHEREAS, at the conclusion of its review, Evergreen Solutions, LLC produced recommendations to provide the City with a classification and compensation system; and

WHEREAS, implementation of the plan will impact 35 full-time positions and 5 part-time positions for an annualized impact of approximately $192,000 to be covered by surplus funds from vacant City staff positions; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to adopt the recommended Pay Plan conducted by Evergreen Solutions, LLC , attached hereto as Exhibit "A".

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

Section 1. Adoption of Recitals. The recitals to the preamble herein are incorporated by reference.

Section 2. Approving the Authorization. The City Commission hereby approves and adopts the recommended updated City Pay Plan for all City Staff, attached hereto 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 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 _____, 2023.

_____
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

City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*04.26.2023*		**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:** *(list the specific objective/strategy this item will address)*		
	X						
Sponsor Name	City Manager		**Department:**		City Manager		

Short Title:

A resolution of the City Commission of the City of Opa-locka, authorizing the City Manager to accept and approve the recommended updated City Pay Plan for all City staff.

Staff Summary:

The City engaged Evergreen Solutions to conduct a Pay Plan Study on behalf of the City.

The company reviewed the current classification and compensation system to ensure internal equity, and surveyed peer organizations to ensure external equity.

At the conclusion, Evergreen Solutions produced recommendations to provide the City with a classification and compensation system that is equitable, both internally and externally.

- Fifteen (15) peers were selected and surveyed based on proximity.

Municipal Peers

Aventura
Coral Gables
Doral
Hialeah Gardens
Miami Beach
Miami Gardens
North Miami
Plantation
Sunny Isles
Hialeah
Surfside
Palmetto Bay
Pinecrest
North Miami Beach
Miami-Dade County

Financial Impact – The implementation of the pay plan will impact 35 full-time and 5 currently employed part-time employed staff for an annualized impact of approximately $192,000. This will be covered by surplus due to vacancies.

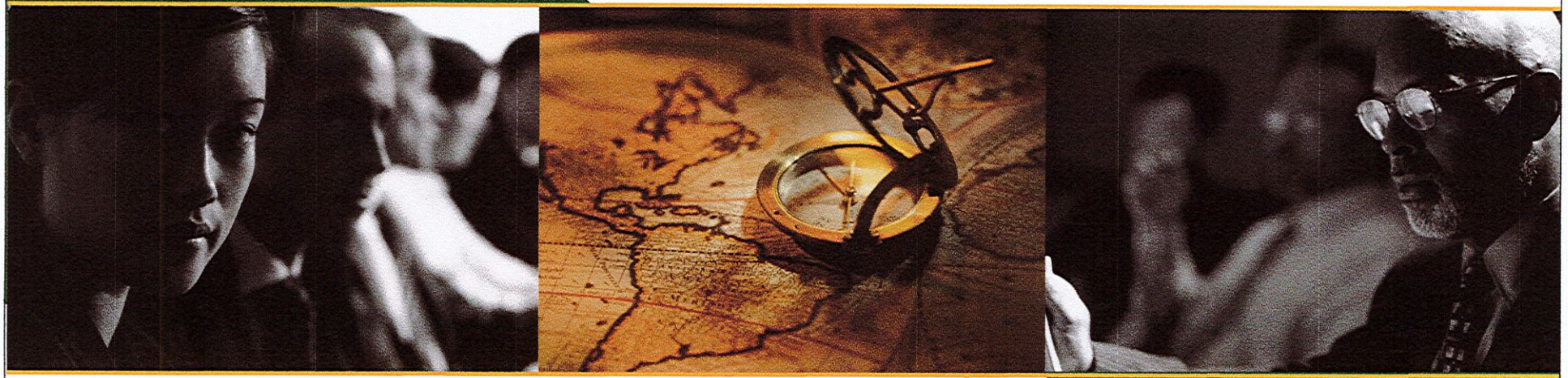
Proposed Action:

Staff recommends the City Commission approve the legislation to adopt the new City Pay Plan.

Attachment:

Proposed Pay Plan

Compensation Study for the City of Opa-locka, FL



Evergreen Solutions, LLC

Overview

- Study Goals
- Project Phases
  - Internal Review
  - External Review
- Recommendations

Study Goals

- Review current classification and compensation system to ensure internal equity
- Survey peer organizations to ensure external equity
- Produce recommendations to provide the organization with a classification and compensation system that is equitable, both internally and externally

Study Initiation

- Data Collection
  - Salary Schedules
  - Job Descriptions
  - Organizational Charts
  - Personnel Polices and Procedures

- Developed Assessment of Current Conditions

Assessment of Current Conditions

- Evaluated Employees
  - Snapshot of data base

- 167 employees

Assessment of Current Conditions

- Average Tenure 8 Years

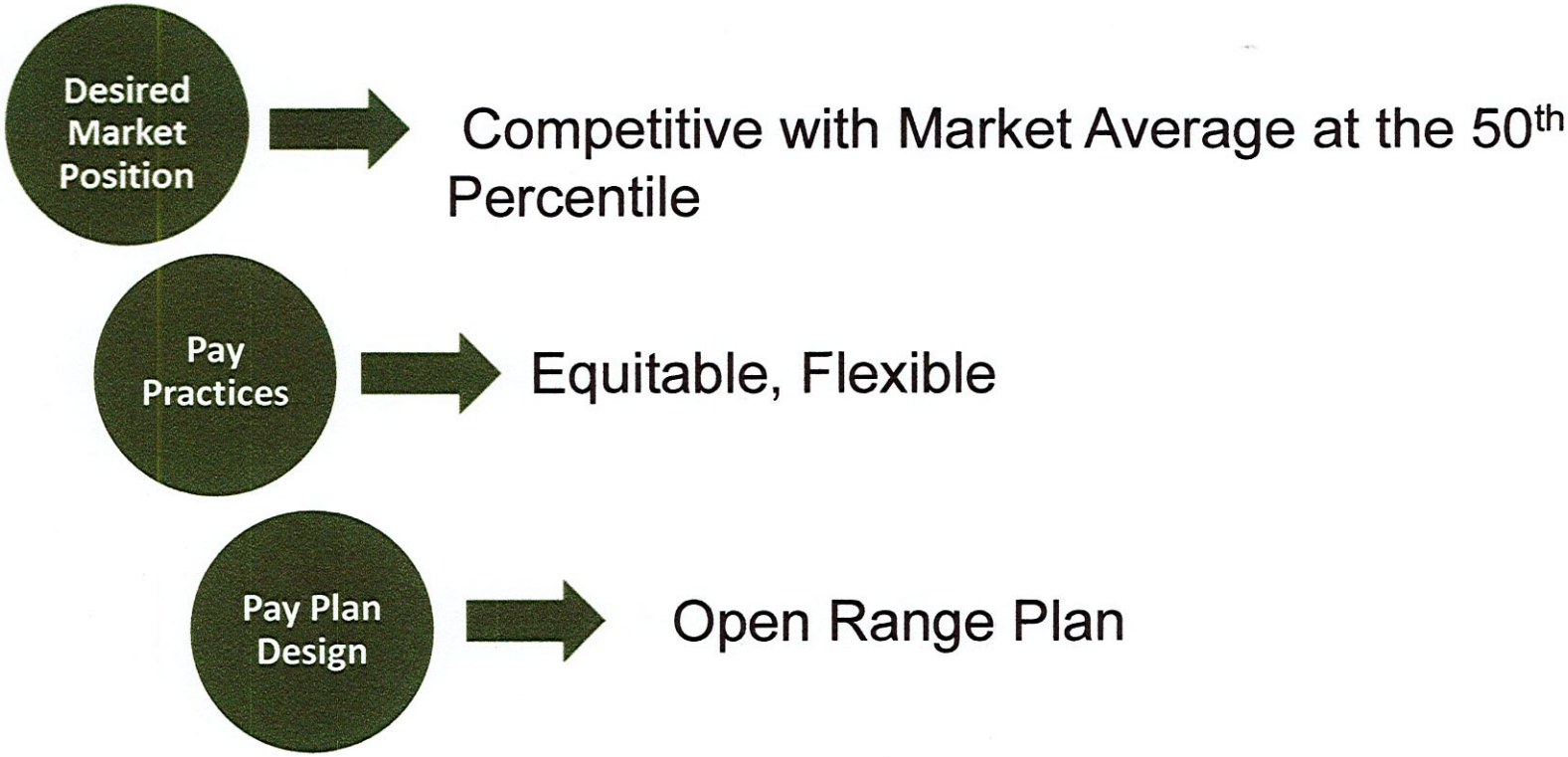
- Compensation Structure
  - Does not follow best practices
    - Wide Variability in Range Spread – Avg of 82.1%
    - Wide Variability in Grade Progression

Market Salary Survey

- Fifteen (15) peers surveyed
  - Selected based on proximity and peers that are Opa-locka is competing with for quality employees.

Market Peers
Aventura
Coral Gables
Doral
Hialeah Gardens
Miami Beach
Miami Gardens
North Miami
Plantation
Sunny Isles
Hialeah
Surfside
Palmetto Bay
Pinecrest
North Miami Beach
Miami-Dade County

Compensation Philosophy



Recommendations

- Compensation Changes
  - Create consistency in structure
    - Decrease range spread
    - Consistency in grade progression
    - Allow for flexibility and growth moving forward
    - Provide transparency in structure and design
    - Separate bargaining classifications from the non-bargaining classifications for ease of administration
  - Implement four (4) new pay plans
    1. General Pay Plan
    2. AFSCME Pay Plan
    3. PBA Pay Plan
    4. Part-Time Pay Plan

Implementation Options

Implementation Option	Description
Bring to New Minimum	A calculation is performed so that each employee's salary is adjusted to the minimum of their classification's proposed pay grade. If their salary is already within the proposed pay range, no adjustment is made.
Class Year Parity	This option aims to re-align an employee's salary within their recommended range based on how long they have worked in their current classification. This is done based on 30-year career trajectory, where an employee with 15 years of experience would be placed at the midpoint, whereas an employee with 30 or more years would be at maximum.
Hire Year Parity	This option aims to re-align an employee's salary within their recommended range based on how long they have worked with the District overall. This is done based on 30-year career trajectory, where an employee with 15 years of experience would be placed at the midpoint, whereas an employee with 30 or more years would be at maximum.
Hybrid Year	A calculation that places employees into their newly recommended ranges based on a hybrid between their time spent in their current classification title and total time with the organization.

Recommendations – General Employees

PAY GRADE	POSITION	MINIMUM	MIDPOINT	MAXIMUM
G5	Accountant	$50,287.19	$66,992.56	$83,697.94
G9	Accountant II	$59,098.22	$76,827.68	$94,557.15
G21	Assistant City Manager	$110,180.75	$143,234.97	$176,289.19
G17	Assistant Finance Director	$85,929.69	$109,374.71	$132,819.73
G12	Assistant Parks Director	$65,916.42	$80,744.47	$100,572.51
G19	Assistant Police Chief	$103,815.66	$127,931.42	$152,047.17
G15	Assistant Public Works Director	$80,887.14	$103,752.47	$126,617.81
G14	Budget Administrator	$75,254.93	$97,831.41	$120,407.89
G6	Budget Analyst	$51,179.00	$66,000.00	$89,000.00
G14	Building Official	$75,254.93	$97,831.41	$120,407.89
G4	Building & License Supervisor	$48,620.25	$63,206.32	$77,792.40
G8	Building & Maintenance Operations Manager	$56,284.02	$73,169.22	$90,054.43
G2	Building Maintenance Superintendent	$42,000.00	$54,600.00	$67,200.00
G13	Community Redevelopment Agency Manager	$68,413.57	$88,937.65	$109,461.72
G2	Code Enforcement Supervisor	$42,000.00	$54,600.00	$67,200.00
G16	Community Development Director	$82,780.42	$107,614.55	$132,448.68
G8	Community Improvement Project Manager	$56,284.20	$73,169.22	$90,054.43
G21	Chief of Police	$110,180.75	$143,234.97	$176,289.19
G16	City Engineer	$82,780.42	$107,614.55	$132,448.68
G8	Code Enforcement Manager	$56,284.02	$73,169.22	$90,054.43
G20	Deputy Police Chief	$105,184.49	$137,901.21	$170,617.92
G4	Deputy City Clerk	$46,305.00	$60,196.50	$74,088.00
G8	Economic Development Manager	$56,284.02	$73,169.22	$90,054.43
G2	Executive Secretary	$42,000.00	$54,600.00	$67,200.00
G2	Executive Secretary to the Mayor & Commission	$42,000.00	$54,600.00	$67,200.00
G21	Finance Director	$110,180.75	$143,234.97	$176,289.19
G1	Grant Administrator	$41,751.00	$56,751.00	$72,899.00
G2	Housing Inspector	$42,000.00	$54,600.00	$67,200.00
G18	Human Resources Director	$100,164.31	$130,213.61	$160,262.90
G3	Human Resources Specialist II	$44,100.00	$57,330.00	$70,560.00
G16	Information Technology Director	$82,780.42	$107,614.55	$132,448.68
G7	Information Technology Administrator	$53,603.30	$69,684.97	$85,766.12
G2	Information Technology Specialist	$42,000.00	$54,600.00	$67,200.00
G8	Legislative Aide	$56,284.02	$73,169.22	$90,054.43
G8	Operations Manager	$56,284.20	$73,169.22	$90,054.43
G14	Parks & Recreation Director	$75,254.93	$97,831.41	$120,407.89

Recommendations – General Employees

G16	Police Captain	$82,780.42	$107,614.55	$132,448.68
G18	Police Major	$100,164.31	$130,213.61	$160,262.90
G8	Procurement Officer	$56,284.02	$73,169.22	$90,054.43
G10	Project Manager	$62,053.13	$80,669.07	$99,285.01
G18	Public Works Director	$100,164.31	$130,213.61	$160,262.90
G4	Public Works Stormwater Supervisor	$48,620.25	$63,206.32	$77,792.40
G2	Recreation Leader Supervisor	$42,000.00	$54,600.00	$67,200.00
G3	Recreation Leader Superintendent	$44,100.00	$57,330.00	$70,560.00
G10	Risk/Safety Officer	$62,053.13	$80,669.07	$99,285.01
G4	Roads & Streets Supervisor	$46,305.00	$60,196.50	$74,088.00
G11	Senior Accountant	$65,155.78	$84,702.52	$104,249.26
G4	Sewer Supervisor	$46,305.00	$60,196.50	$74,088.00
G4	Transfer Station Supervisor	$46,305.00	$60,196.50	$74,088.00
G8	Utility Billing Manager	$56,284.02	$73,169.22	$90,054.43
G4	Utility Billing Supervisor	$46,305.00	$60,196.50	$74,088.00
G6	Utility Superintendent	$51,179.00	$66,000.00	$89,000.00
G4	Water Meter Supervisor	$46,305.00	$60,196.50	$74,088.00
G4	Water Supervisor	$46,305.00	$60,196.50	$74,088.00
G8	Zoning Official	$56,284.02	$73,169.22	$90,054.43

Recommendations – AFSCME Employees

A3	Accounts Payable Clerk	$35,720.88	$46,437.41	$57,153.41
A3	Administrative Assistant	$35,720.88	$46,437.41	$57,153.41
A3	Auto Mechanic	$35,720.88	$46,437.41	$57,153.41
A2	Building Maintenance Worker	$33,384.00	$43,399.20	$53,414.40
A3	Building Clerk	$35,720.88	$46,437.14	$57,153.41
A2	Bus Driver	$33,384.00	$43,399.20	$53,414.40
A3	Carpenter	$35,720.88	$46,437.41	$57,153.41
A2	Carpenter Helper	$33,384.00	$43,399.20	$53,414.40
A7	Capital Improvement Project Coordinator	$50,100.38	$62,625.48	$75,150.57
A1	Cashier	$31,200.00	$40,560.00	$49,920.00
A2	Clerk Typist I	$33,384.00	$43,399.20	$53,414.40
A3	Clerk Typist II	$35,720.88	$46,437.41	$57,153.41
A3	Clerk Typist/Switchboard Operator	$35,720.88	$46,437.41	$57,153.41
A3	Clerk (Police Records)	$35,720.88	$46,437.14	$57,153.41
A6	Crime Analyst	$43,759.61	$56,887.50	$70,015.38
A4	Code Enforcement Officer	$38,221.34	$49,687.74	$61,154.15
A5	Communications Operator	$40,896.84	$53,165.89	$65,434.94
A3	Community Redevelopment Agency Project Coordinator	$35,720.88	$46,437.14	$57,153.41
A3	Community Outreach Coordinator	$35,720.88	$46,437.14	$57,153.41
A2	Custodian	$33,384.00	$43,399.20	$53,414.40
A2	Customer Service Representative	$33,384.00	$43,399.20	$53,414.40
A6	Electrician	$43,759.61	$56,887.50	$70,015.38
A4	Electrician's Helper	$38,221.34	$49,687.74	$61,154.15
A5	Heavy Equipment Operator	$40,896.84	$53,165.89	$65,434.94
A4	Human Resources Specialist I	$38,221.34	$49,687.74	$61,154.15
A2	Maintenance Worker	$33,384.00	$43,399.20	$53,414.40
A1	Parks Senior Coordinator	$31,200.00	$40,560.00	$49,920.00
A4	Payroll Clerk	$38,221.34	$49,687.74	$61,154.15
A3	Personnel Specialist	$35,720.88	$46,437.14	$57,153.41
A3	Property Clerk	$35,720.88	$46,437.14	$57,153.41
A3	Property and Evidence Specialist	$35,720.88	$46,437.14	$57,153.41
A7	Project Coordinator	$50,100.38	$62,625.48	$75,150.57
A1	Public Service Aide	$31,200.00	$40,560.00	$49,920.00
A5	Purchasing Clerk	$40,896.84	$53,165.89	$65,434.94
A3	Records Clerk	$35,720.88	$46,437.14	$57,153.41

Recommendations – AFSCME Employees

A3	Receptionist/Clerk	$35,720.88	$46,437.14	$57,153.41
A3	Recreational Leader	$35,880.00	$46,654.40	$57,408.00
A3	Secretary	$35,880.00	$46,654.40	$57,408.00
A5	Secretary II	$40,896.84	$53,165.89	$65,434.94
A2	Security Guard	$33,384.00	$43,399.20	$53,414.40
A4	Senior Office Assistant	$38,221.34	$49,687.74	$61,154.15
A4	Senior Account Clerk	$38,221.34	$49,687.74	$61,154.15
A4	Utility Billing Specialist	$38,221.34	$49,687.74	$61,154.15
A6	Utility Mechanic	$43,759.61	$56,887.50	$70,015.38
A2	Urban Ranger	$33,384.00	$43,399.20	$53,414.40
A6	Water/Sewer Utility Mechanic	$43,759.61	$56,887.50	$70,015.38
A4	Waste Collector	$38,221.34	$49,687.74	$61,154.15
A5	Waste Collector Driver	$40,896.84	$53,165.89	$65,434.94
A2	Water Meter Reader	$33,384.00	$43,399.20	$53,414.40
A6	Water Meter Mechanic	$43,759.61	$56,887.50	$70,015.38
A3	Vehicle Maintenance Coordinator	$35,720.88	$46,437.41	$57,153.41

Recommendations – PBA Employees

P1	Police Officer	$48,000.00	$61,200.00	$78,579.00
P2	Police Sergeant	$60,466.18	$77,094.37	$93,722.57

Recommendations – Part Time Employees

PT3	Arborist P/T	$20.00	$23.50	$25.00
PT4	Building & License Inspectors P/T	$24.00	$39.00	$51.00
PT1	Building Maintenance Worker P/T	$15.00	$19.50	$24.00
PT1	Lifeguard P/T	$15.00	$19.50	$24.00
PT2	Parks & Recreation Leader P/T	$17.25	$22.43	$27.60
PT1	School Crossing Guard P/T	$15.00	$19.50	$24.00

Recommendations

- Adopt the proposed pay plans to address pay inequities and bring consistency to the compensation system.
- Transition employee salaries into the proposed pay plans.
- Update current job descriptions.

Thank You!

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. TO DEMOLISH THE EXISTING LAYOUT AND BUILD A POLICE STATION AT 780 FISHERMAN STREET, SUITE 105, PURSUANT TO RFP NO. 23-0307100 AND FURTHER AUTHORIZE THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC., IN AN AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED TWENTY-THREE THOUSAND EIGHT HUNDRED FIFTY DOLLARS ($1,323,850.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 2, 2023, the City of Opa-Locka ("City") published Request for Proposals (RFP) No. 23-0307100 to demolish the existing layout and build a Police Station at 780 Fisherman Street, Suite 105; and

WHEREAS, three (3) sealed proposals were received by the City Clerk's Office and certified by the City Clerk on March 13, 2023; 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 and build a Police Station at 780 Fisherman, Street, Suite 105 and entering into an agreement with said company for same 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) 23-0307100, to demolish the existing layout and build a Police Station at 780 Fisherman Street, Suite 105 and further authorizes the City Manager to enter into an agreement, attached hereto as Exhibit "A", in an amount not to exceed One Million Three Hundred Twenty-Three Thousand Eight Hundred Fifty Dollars ($1,323,850).

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 _____, 2023.

_____
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:	*04.26.2023*		**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. to demolish the existing layout and build the Police Station at 780 Fisherman Street, Ste. 105 pursuant to RFP No. 23-0307100 and further authorizing the Interim City Manager to enter into an agreement with Diamanti Construction & Development, Inc.

Staff Summary:

Request for Proposals (RFP) 23-0307100 was published on February 2, 2023 to demolish the existing layout and build the Police Station at 780 Fisherman Street, Ste. 105.

Three (3) companies submitted proposals/documents which were certified by the City Clerk on March 13, 2023.

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, Inc. was ranked first. The company was incorporated in 2016 and has an extensive experience in demolition activity involving commercial buildings, government buildings, gas stations, and residential buildings.

(2nd)
Safa Construction LLC was ranked second. The company has been in business for over 20 years with experience in all aspects as a general contractor; however, they were not able to provide a list of completed projects.

(3rd)
Brunt & Company, Inc. was ranked third. The company was incorporated in 1997 and received its general building contracting license in 2008. Their construction experience includes a wide variety of projects; however, they were not considered responsive for failing to completely address all specifications of the project.

Financial Impact: Acceptance of this bid for $1,323,850 will result in a total project cost (demolition of the old Police Station and relocation of the current Police Station) of $1,970,000. The current budget for this project is $1,935,892, necessitating a budget amendment of $34,108. This is being brought into Budget Amendment #3 and will be funded from General Fund Available Fund Balance.

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. 23-0307100
Bid Certification
Committee Evaluation Forms
Bid Proposals

CITY OF OPA-LOCKA
CERTIFICATION

REQUEST FOR PROPOSAL
RFP NO. 23-0307100
DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET, SUITE 105

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 1:21 p.m. this 13th day of March, 2023.

PROPOSAL(S) RECEIVED

	NAME/ADDRESS	GRAND TOTAL
1.	**Diamanti Construction & Development, Inc.** **524 N H St** **Lake Worth Beach, FL 33460** **Contact: Mohammed S. Islam, President** **Tele: (561) 301-7191** **Email: diamanticonstruction@gmail.com**	**$ 1,323,850.00**
2.	**Safa Construction LLC** **11186 SW 17TH MNR** **Davie, FL 33324** **Contact: MD Shahinur Rahman, CEO** **Tele: (954) 326-8295** **Email: md.rahman@safaconstruction.net**	**$ 1,337,000.00**
3.	**Brunt & Company, Inc.** **10360 SW 186 Street, Unit # 1594** **Miami, FL 33197** **Contact: Samuel T. Brunt, President** **Tele: 833.278.6820** **Email: samb@bruntconstruction.com** **Website: www.bruntconstruction.com**	**$ 943,194.00**

Please note that the proposal from Brunt & Company, Inc. was submitted via Demand Star (e-bid) and provided to the City Clerk by the City Manager's Office on Monday, March 13, 2023.

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

EVALUATION MATRIX

RFP No. 23-0307100

DEMOLISH THE EXTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET, STE 105

Firm Name: Diamanti Construction & Development, Inc.

Evaluation

Reviewer Name:		Lubotes Dauphin		Carlos Gonzalez		King Leonard		Alvin Rogers			
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**		
Experience and Qualifications	20%	5	1.00	4	0.80	5	1.00	5	1.00		0.00
References	10%	5	0.50	4	0.40	5	0.50	5	0.50		0.00
Resources and Approach	30%	5	1.50	4	1.20	4	1.20	5	1.50		0.00
Price Proposal	40%	5	2.00	4	1.60	4	1.60	4	1.60		0.00
Total	**100%**		**5.00**		**4.00**		**4.30**		**4.60**		**0.00**

Firm Name: Safa Construction LLC

Evaluation

Reviewer Name:		Lubotes Dauphin		Carlos Gonzalez		King Leonard		Alvin Rogers			
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualifications	20%	5	1.00	4	0.80	5	1.00	4	0.80		0.00
References	10%	5	0.50	4	0.40	4	0.40	4	0.40		0.00
Resources and Approach	30%	5	1.50	4	1.20	4	1.20	3	0.90		0.00
Price Proposal	40%	5	2.00	4	1.60	4	1.60	4	1.60		0.00
Total	**100%**		**5.00**		**4.00**		**4.20**		**3.70**		**0.00**

EVALUATION MATRIX

RFP No. 23-0307100

DEMOLISH THE EXTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET, STE 105

Firm Name: Brunt & Company, Inc.

Evaluation

Reviewer Name:		Lubotes Dauphin		Carlos Gonzalez		King Leonard		Alvin Rogers			
Criterion	**Weight**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**	**Rating**	**Score**
Experience and Qualifications	20%	1	0.20	4	0.80	1	0.20	1	0.20		0.00
References	10%	1	0.10	4	0.40	3	0.30	0	0.00		0.00
Resources and Approach	30%	1	0.30	3	0.90	1	0.30	0	0.00		0.00
Price Proposal	40%	1	0.40	4	1.60	1	0.40	1	0.40		0.00
Total	**100%**		**1.00**		**3.70**		**1.20**		**0.60**		**0.00**

FIRM SELECTED

Reviewer:

	Diamanti Construction &	Safa Construction LLC	Brunt & Company, Inc.
Lubotes Dauphin	4.00	4.00	3.70
Carlos Gonzalez	4.30	4.20	1.20
King Leonard	4.60	3.70	0.60
Alvin Rogers	0.00	0.00	0.00
AVERAGE RATING	**3.23**	**2.98**	**1.38**

EVALUATION FORM

RFP No. 23-0307100
DEMOLIST THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET, SUITE 105

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Lubotes Dauphin **Date:** 9-6-2023

Signature: L Dauphin

Firm Name: DiAmanti Construction & Development Inc

Evaluation

Criterion	Rating
Experience and Qualifications	5
References	5
Resources and Approach	5 LD
Price Proposal	5 LD

Notes:

Firm Name: SAKA Construction LLC

Evaluation

Criterion	Rating
Experience and Qualifications	5
References	5
Resources and Approach	5
Price Proposal	5

Notes:

Firm Name: Brunt & Company

Evaluation

Criterion	Rating
Experience and Qualifications	1
References	1
Resources and Approach	1
Price Proposal	1

Notes:

With the level of work involved with demo & construction I dont believe this company can handle this scope of work!

EVALUATION FORM

RFP No. 23-0307100
DEMOLIST THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET, SUITE 105

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: CARLOS GODINEZ **Date:** 4.6.23

Signature: CG

Firm Name: DIAMANTI CONSTRUCTION

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	4
Resources and Approach	4
Price Proposal	4

Notes:
- 90 days Const Schedule / DC might take
- Experienced personnel
- Very good references.
- $1,323,850.00

Firm Name: SAFA CONSTRUCTION

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	4
Resources and Approach	4
Price Proposal	4

Notes:
- 90 days Const. Schd. / DC
- Experienced personnel. / Professional Engineer.
- Very good references.
- $1,337,000.00

Firm Name: BRUNT & COMPANY

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	4
Resources and Approach	3
Price Proposal	4

Notes:
- 26 yrs of building const. Currently working w/ school Board of St. Lucie.
- 6-8 month schdl.
- NOT familiar with bullet proof glass procurement.

$993,194.00 -

EVALUATION FORM

RFP No. 23-0307100
DEMOLIST THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET, SUITE 105

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: King Leonard **Date:** 4/6/23

Signature: [signature]

Firm Name: Diamanti Construction and Development, Inc.

Evaluation

Criterion	Rating
Experience and Qualifications	5
References	5
Resources and Approach	4
Price Proposal	4

Notes:
Company is very experience
RFP Very clear all request are posted

Firm Name: Safa Construction LLC

Evaluation

Criterion	Rating
Experience and Qualifications	5
References	4
Resources and Approach	4
Price Proposal	4

Notes:
Company is experience

Firm Name: Brunt and Company. Inc

Evaluation

Criterion	Rating
Experience and Qualifications	1
References	3
Resources and Approach	1
Price Proposal	1

Notes:
No clear experience listed
No listed approach and time line
Pricing not clear

EVALUATION FORM

RFP No. 23-0307100
DEMOLIST THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET, SUITE 105

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: ALVIN ROGERS Date: 04.06.2023

Signature: ALRJ 0093

Firm Name: DIAMANTI CONSTRUCTION & DEVELOPMENT, INC

Evaluation

Criterion	Rating
Experience and Qualifications	5
References	5
Resources and Approach	5
Price Proposal	4

Notes:

- CONSTRUCTION TO BE COMPLETED W/I 90 DAYS; THERE MAY BE DELAYS W/ HVAC EQUIPMENT
- HAS PRIOR EXPERIENCE W/ DEMO AND REBUILD W/ CITY OF OPALOCKA

Firm Name: SAFA CONSTRUCTION

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	4
Resources and Approach	3
Price Proposal	4

Notes:

- AGENTS ARE EXPERIENCED; HOWEVER, THIS COMPANY HAS ONLY BEEN IN BUSINESS FOR A LITTLE OVER 1 YEAR.
- COMPANY ONLY HAS $400,000.00 IN WORKING CAPITAL; HOWEVER, THE JOB IS QUOTED AT $1.3 MILLION

Firm Name: BRUNT & COMPANY, INC

Evaluation

Criterion	Rating
Experience and Qualifications	1
References	0
Resources and Approach	0
Price Proposal	1

Notes:

DOES NOT HAVE A SCHEDULE (PROPOSED 6 - 8 MONTHS)
HAS NEVER PROGRESS BALLISTIC GLASS BEFORE
HAS "SEVERAL THOUSANDS OF DOLLARS" ON HAND TO COMPLETE THE PROJECT.
* RFP PACKAGE WAS NOT ADEQUATELY PREPARED *

DIAMANTI CONSTRUCTION & DEVELOPMENT. INC

CITY OF OPA-LOCKA

DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET, STE 105

RFP NO: 23-0307100

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(s):

1. Letter of Transmittal

2. General Information

3. Project Approach

4. Experience and Qualifications

5. Schedule

6. Pricing of Services

7. References

8. Exhibit(s)

Section 1: Letter of Transmittal

In Diamanti Construction & Development, Inc, our subcontractors, and professional associates understand the scope of the work outlined in the bid document. We are committed to comply with all the Federal, State, County and City regulations from beginning to completion of the project.

We recognize the environment and will comply with cleanliness and professionalism in and around the City Hall.
Diamanti Construction and its subcontractor will maintain direct communication with 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.

Main 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 conduct 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
- This Company licensed, and certified to do business in the State of Florida
- State License and State Registration 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 properties during demolition and renovation process, by removing debris with minimum interference.
3. The proposer will take necessary steps with the owner's permission to keep the area secure and clean.
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. The 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. **Leo Urban, Landscape Architect FL PLA#1482**
5. **Sanjiv Anand, M. Architecture, Project Management**

Mohammed S. Islam

diamanticonstructionfl@gmail.com

CONTACT

Lake Worth Beach, FL 33460

(561)-301-7191

EDUCATION

Bachelor of Science in Chemical Science
Wichita State University, KS
May 1999

SKILLS

- General Contracting Professional
- Commercial Construction Expert
- Residential and Commercial Construction
- Building, demolition, and renovation
- Subcontractor management
- Knowledgeable in construction safety and OSHA compliance
- Bidding and Estimating
- Historical Restoration
- Blueprint reading
- Strong leadership and team management skills

LICENSES

Florida State Certified General Contractor

PROFESSIONAL SUMMARY

Successfully operating a general construction business for 7 years, with a total of 15-year experience in the construction industry. Managing multiple crews on large scale commercial and residential construction and development projects with successful completion through effective management. Knowledgeable and experienced General Contractor with exceptional project management skills and subcontractor alliances. Detailed in codes compliance, safety, and budget management. Outstanding reputation for top-quality work on variety of project types.

WORK HISTORY

General Contractor – Business Owner
Lake Worth Beach, FL ~ January 2016 – Current

- Built the Commission Chamber for the City of Opa Locka
- Designed and constructed pharmacy and walk-in clinic in West Palm Beach
- Renovated the Building & Licensing Dept. for the City of Opa Locka
- Constructed an ADA sidewalk in the Village of Royal Palm Beach
- Installed landscaping for commercial service station
- Remodeled and developed a gas station and associated facilities
- Restored a two-story historical building

AAA Investment – Project Manager
Lake Worth Beach, FL ~ January 2013 – 2018

- Oversaw the completion and renovation of over 500 projects
- Performed regular jobsite observations to provide direction for all contractor personnel and subcontractors
- Prepare all estimates, bids, invoices, change orders, and contracts
- Coordinate and run multiple jobs simultaneously
- Conduct routine quality audits to ensure that work is progressing per the specifications and initiate corrective actions

Real Estate Investor and Developer
Lake Worth Beach, FL ~ 2007 – Current

ACCOMPLISHMENTS

- Real Estate License training (2007-08)
- Research in Biotechnology Lab at Florida Atlantic University (2006-07)
- General's Award: Outstanding Soldier (Jan 2000. Ft. Lee, VA)
- US Army Supple Specialist Training (1999-2000)

LEO F. URBAN
PROFESSIONAL LANDSCAPE ARCHITECT
LEED®-AP BD+C

LICENSURE

New Hampshire No. 138, Massachusetts No. 637
Florida No. LA0001482, NH Corp. Certificate No. 0004426320
USGBC, LEED®-AP BD+C
FDEP Stormwater Management Inspector No. 23940

EDUCATION

Harvard Graduate School of Design
Masters Degree in Landscape Architecture, 1971
Iowa State University
Bachelor of Science Degree in Landscape Architecture, 1969
State Agricultural and Technical College, Farmingdale, NY
Associates Degree in Ornamental Horticulture, 1967

EXPERIENCE

- Mr. Urban has over 49 years of experience in the field of Landscape Architecture, Site Planning and Site Plan Approvals in New England and in South Florida. He is nationally recognized and the recipient of numerous design awards. His work has been published in Builder, Better Homes and Gardens and American Builder Quarterly Magazines. He is responsible for the redevelopment design of downtown Keene, NH that was selected as one of the top 10 great public spaces in America by the American Planning Association.
- From 1979 Mr. Urban founded and opened an eighteen person Landscape Architecture firm located in Bedford, New Hampshire. In 1994, he established the Florida office.
- Prior to starting Urban Associates, Inc. in 1979, he was the Director/Project Manager of the Landscape Architectural Department at Dufresne-Henry Engineering (150 person firm) located in Springfield, Vermont from 1971 to 1978. In this capacity, he was in charge of site planning and landscape design for all municipal and private development projects.
- Travel to Italy, Spain, and the Hawaiian Islands to study Architecture, Gardens, Parks, and Public Spaces.

ORGANIZATIONS AND AFFILIATIONS

- American Society of Landscape Architects
- Florida ASLA Government Affairs Committee
- U.S. Green Building Council (LEED®-AP BD+C)
- New Hampshire Planners Association
- Plan New Hampshire
- Green Roofs for Healthy Cities
- American Rainwater Catchment System Association (ARCSA)
- Rotary International and Currently serving on the Bedford Rotary Board of Directors

EXPERTISE

- Subdivision Plans, Site Plans, Grading Plans, Project Management, Leed Project Facilitator, Biophilic Design, Placemaking, Healing Gardens, Custom Homes, Streetscapes, Sustainable Site Design, Client Contact, Marketing, Construction Cost Estimates, Planting Design, Low Volume Irrigation Design, Rainwater Harvesting Design, Site Lighting Photometrics & Certification, Stormwater Management Design, Paving and Drainage Plans, Low Impact Development (LID) Design, ERP Plan Approvals, Permits & Approvals, Construction Observation Services, AutoCAD operation, 3D Models & Graphic Presentations, Green Roof/Wall & Architecture Design, EcoArtist, Public Artist and Educator.

PRE-QUALIFIED

- Qualified Public Artist
- FDEP Certified Stormwater Erosion & Sedimentation Control Inspector
- Educator - FLASLA & AIA Approved Course Curriculum in Stormwater Management Design & ERP Approval Process & Approved Course on Green Roof and Living Architecture Design

SANJIV ANAND

PROFILE SUMMARY

- Over 25 years of experience in architecture and construction,
- Proven record of successfully delivering projects on time, within the scope, and the budget,
- Good understanding of the project requirements, budgetary restrictions, and logistical considerations,
- Experience in the personnel supervision and coordination of construction activities, applying corrective measures as needed, revising the schedule for critical path and milestones, documenting the same,
- Project administration, inspection, and communicating the work progress to clients and consultants,
- Conducting meetings with utility representatives, sub-contractors, and clients,
- Understanding the design drawings and technical specifications to assure/control the quality,
- Advanced Knowledge of Microsoft Office, Microsoft Project, Microsoft Visio, and AutoCAD,

CERTIFICATIONS

- Construction Quality Management for Contractors, US Army Corps of Engineers
- CPR/AED, International CPR Institute
- OSHA-30-hour Course in Construction Safety and Health
- Environmental Compliance Assessment, Training, and Tracking System, Naval Facilities Engineering

EXPERIENCE

Diamanti Construction & Development, Inc

Designer, Project Manager (From November 2022)

Anand Designs LLC Delray Beach, Florida

Designer, Project Manager (March 2017 to October 2022)

Shanti Niketan, Tavares, FL *– 54-unit senior community and clubhouse with dining facilities, library, gym*

Dryden apartments, West Palm Beach, FL *– 15-unit rental community*

Osa Mayor, Peru, Lima *– 6-unit community*

Various medical offices, restaurants, beauty salon, automobile repair facilities, FL

- Produced design and construction documents for the abovementioned projects.

Marianna Oaks Golf Course & Estates, FL

- Consulted on the development of 450 acres of land, including the rezoning of agricultural land to multi-family use, and annexation of the land to the city. Hired real estate brokers, attorneys, etc.

Building Safety Inspections of Commercial Buildings

- Work involves conducting commercial and multi-family building safety inspections and consultation on the corrective measures to maintain a safe environment in these buildings.

Benaka Inc, New Brunswick, NJ

QC Manager (April 2017 to March 2018)

Various HVAC improvements, Naval Base, Mechanicsburg, PA

Replacing Fire Sprinkler systems, Naval Base, Mechanicsburg, PA

Remodeling of Vermont Air National Guard, South Burlington, VT

- Verified for compliance, and forwarded company organization charts, and environmental protection plans, including solid waste management and indoor air quality tests, accident prevention plan and product submittals, etc. from subcontractors to the client.

EDUCATION

- Master of Computer Science, 2004, Florida Atlantic University, Florida
- Master of Architecture, 1992, State University of New York at Buffalo, NY
- Bachelor of Architecture, 1984, School of Planning and Architecture, Delhi, India

Section 5: Schedule

POLICE STATION RENOVATION

No.	Start	End	Task
1	04/03/2023	04/14/2023	Mobilization/Demolition
2	04/10/2023	04/21/2023	Framing/Plumbing
3	04/10/2023	05/31/2023	HVAC/Electric/Sprinkler/Fire Alarm
4	05/15/2023	05/31/2023	Drywall Hanging/Finishing/Ceiling/Paint
5	05/15/2023	05/31/2023	Doors Installation
6	06/01/2023	06/30/2023	Tint/Bullet Proof Glazing
7	06/20/2023	06/30/2023	Flooring/Punch List/Final Completion

Estimated project completion time: Approx 90 days from start.

Any delay in equipment receiving or unseen circumstances should not be included in the above approx. completion time.

Section 6: Pricing of Services

RFP NO: 23-0307100
PRICE PROPOSAL FORM
DEMOLISH THE EXISTING LAYOUT AND BUILD
THE POLICE STATION AT 780 FISHERMAN STREET STE 105

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:

	PRICE	
MOBILIZATION/DEMOLITION/DISPOSAL		**$37,500.00**
1. Demo existing office walls as per the proposed plan	$8,625	
2. Remove flooring	$4,125	
3. Remove HVAC Duct as per demo plan	$2,625	
4. Remove all electrical wiring and light fixtures as per demolition plan	$5,625	
5. Remove all plumbing fixtures as per demo plan	$1,875	
6. Remove all doors and equipment as per demo plan	$3,750	
7. Dispose all debris in an approved facility	$10,875	
FRAMING/DRYWALL/CEILING WORK:		**$235,500.00**
1. Frame all rooms as per proposed plan	$70,650	
2. Install new grid system for acoustical ceiling tiles	$49,200	
3. Install insulation in wall cavity as per the plan	$17,663	
4. Install drywall as per proposed plan	$45,000	
5. Complete drywall with level 5 finish	$23,550	
6. Install Doors and Locks as per plan	$29,437	
FLOORING/BASEBOARD/PAINT		**$85,000.00**
1. Install flooring as per plan	$60,000	
2. Install baseboard as per the proposed plan	$7,500	
3. Paint all walls, and door frame as per the approved color	$17,500	
BULLET PROOF GLAZING/METAL DETECTOR/GLASS TINT		**$287,000.00**
1. Install approved glazing as per the plan	$265,000	
2. Install metal detector as per plan	$15,000	
3. Tint all exterior windows as approved by the city	$7,000	

ELECTRICAL/LIGHTING		**$190,000.00**
1. Run wiring as per the proposed plan including HVAC Connections	$190,00 0	
2. Install UL Certified LED Fixtures	$0	
3. Upgrade the panels as per the plan	$0	
FIRE SPRINKLER/FIRE ALARM		**$80,000.00**
1. Rearrange fire sprinkler heads as per plan	$55,000	
2. Install new fire alarm system as per plan	$25,000	
PLUMBING		**$8,500.00**
1. Run plumbing lines necessary for the proposed break room	$6,500	
2. Install fixtures as per plan	$2,000	
HVAC		**$280,000.00**
Install new HVAC system as per proposed plan (Trane System)		
		$1,203,500.0
OHP-10%		**$120,350.00**
GRAND TOTAL		**$1,323,850.0**

Section 7: References

1. **City of Opa-Locka: Commission Chamber**
   Built new commission chamber with LED lighting Fixtures, Flooring, HVAC, IT Room with vertical glass view, ADA Compliant stage with ramp, daises for Mayor, commissioners, and managers.
   Contact Person: Adelina Gross, CIP-Project Manager
   Ph# 305 953-2868 ext.: 3001; Email: agross@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 a new walk-in clinic and retail pharmacy.
   Contact Person: Mazin Alamin, Pharmacist (Owner)
   Ph# 484-683-5500; Email: mfkelamin@gmail.com

Section 8: Exhibit(s)

1. Exhibit A (State of Florida-Occupational License)
2. Exhibit B (Florida DBPR Registration)
3. Exhibit C (Local Business Tax Receipt)
4. Exhibit D (Certificate of Liability Insurance)
5. Exhibit E (Project Completed and in Progress Pictures)
    i. Commission Chamber, City of Opa-Locka -Feb 2023(Complete Built Out)
    ii. Metropolitan Drugs Pharmacy-Nov 2022 (Complete Built Out)
    iii. Rehabilitation of Marathon Gas Station-Nov 2021 (Complete Restructured Floor Plan. Built 1952)
    iv. Historic Building Renovation-Feb 2020 (Two Story, Built 1912)
    v. Historic City Hall, City of Opa-Locka-May 2019 (Roof & Dome Repairs)
6. Exhibit F (Additional Forms-City of Opa-Locka Pg 20-31)

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

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.

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

524 N H ST
LAKE WORTH BEACH, FL 33460

Annual Reports

Report Year	Filed Date
2020	03/26/2020
2021	03/14/2021
2022	02/09/2022

Document Images

02/09/2022 -- ANNUAL REPORT	View image in PDF format
03/14/2021 -- ANNUAL REPORT	View image in PDF format
03/26/2020 -- ANNUAL REPORT	View image in PDF format
03/25/2019 -- ANNUAL REPORT	View image in PDF format
03/02/2018 -- ANNUAL REPORT	View image in PDF format
04/30/2017 -- ANNUAL REPORT	View image in PDF format
04/14/2016 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

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.

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

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	

INSURED

DIAMANTI CONSTRUCTION & DEVELOPMENT, INC
3832 PARKSIDE CIRCLE
Palm Springs FL 33461

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? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		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.

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The ACORD name and logo are registered marks of ACORD

City of Opa-Locka, Commission Chamber
By
Diamanti Construction & Development, Inc

City of Opa-Locka Commission Chamber Plaque

Interior View-Before Renovation

Interior View-During Demolition

Ceiling Grid-Before Installation

Interior Renovation In progress

Stage Framing in Progress

Stage After Completion

Mayor & Commissioners Dias View

Managers Dias View

Front View

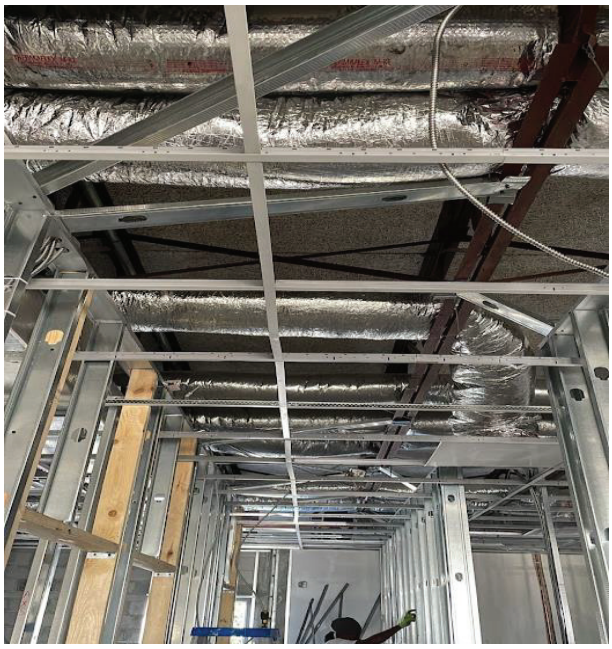
MD Pharmacy, 1367 N Military Trail, West Palm Beach
By
Diamanti Construction & Development, Inc

Before Demolition

After Renovation

Clinic Hallway Framing

Clinic Hallway-After Renovation



Ceiling Grid-Before Renovation

Ceiling Grid Installed

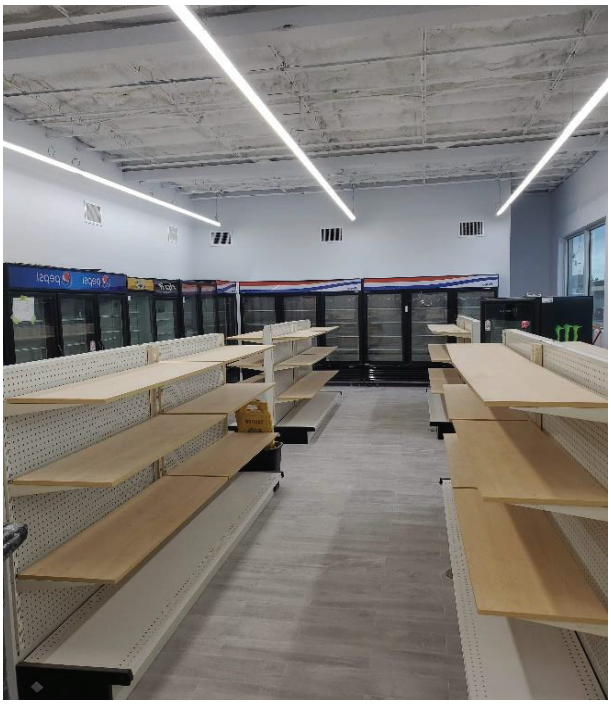
Clinic Exam Room

Pharmacy Consult Area

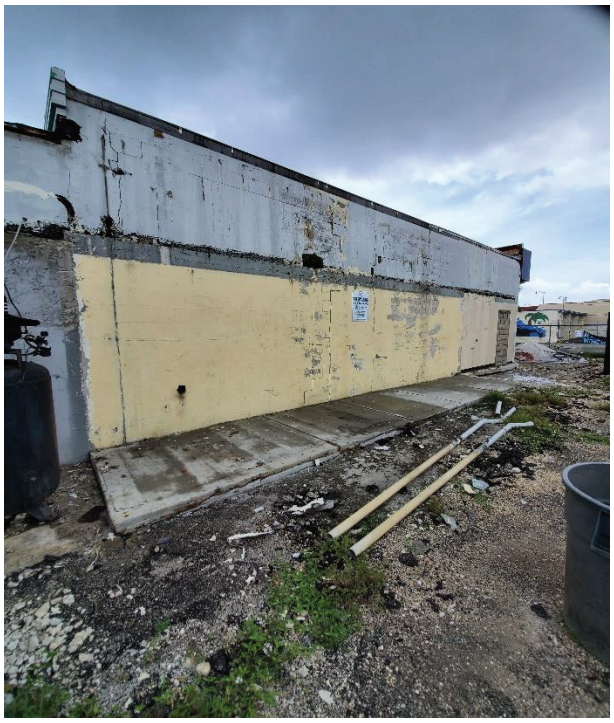
MD PHARMACY
1367
MD PHARMACY
561-328-8222
Farmacia
Specialty Pharmacy
Veterinary Medicine
Expert Medical Advice
Discount Plans
Vaccines
Same Day Delivery
Full Prescription In
10 Minutes Or Less!

Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc

Interior View-Before Rehabilitation



Interior View-After Rehabilitation

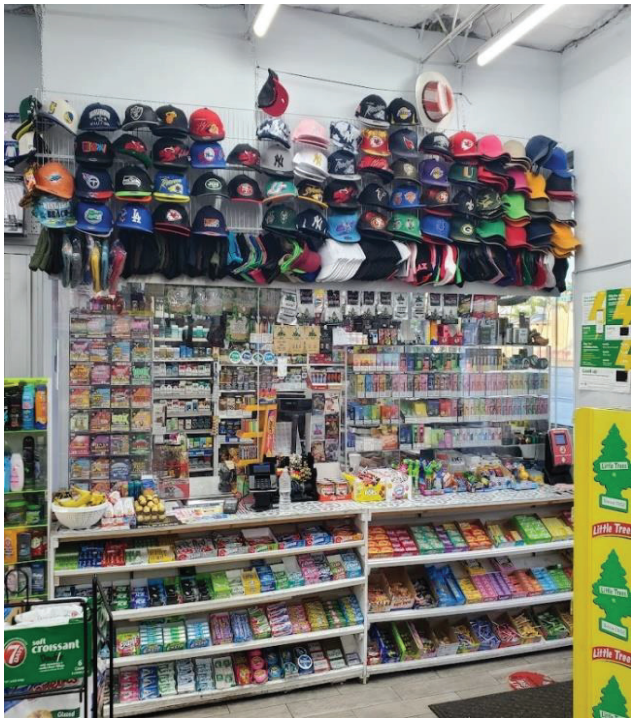


Back View-Before Rehabilitation

Back View-After Rehabilitation

Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc

Cashier Area-Before Rehabilitation



Cashier Area-After Rehabilitation

Exterior-New Wall Tiles Design, Stucco

Exterior View-After Rehabilitation

Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc

1912 Wood Frame Building Renovation, 524 N H St, Lake Worth Beach
By
Diamanti Construction & Development, Inc

Front View-Before Rehabilitation

Front View-After Rehabilitation

Side View-Before Rehabilitation

Side View-After Rehabilitation

1912 Wood Frame Building Renovation, 524 N H St, Lake Worth Beach
By
Diamanti Construction & Development, Inc

Back View-Before Rehabilitation

Back View-After Rehabilitation

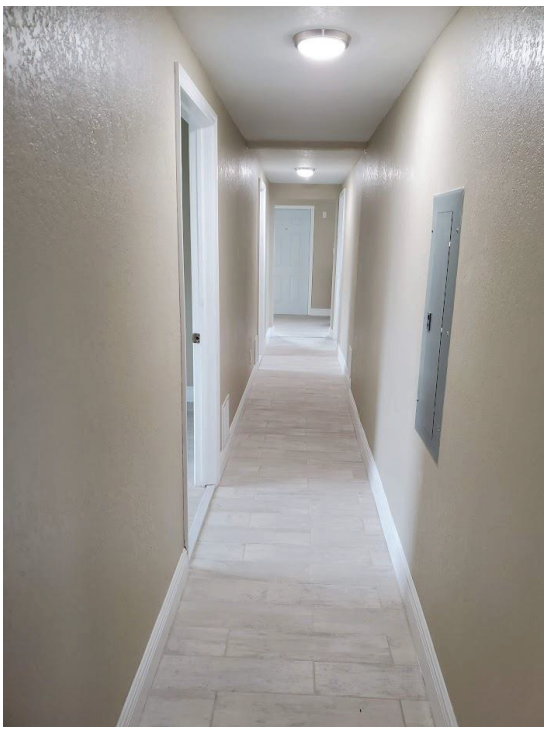
Interior View-1 Before Rehabilitation

Interior View-1 After Rehabilitation

Interior View-2 Before Rehabilitation

Interior View-2 After Rehabilitation

Interior View-3



Interior View-4

3RD level Dome-Before Repair

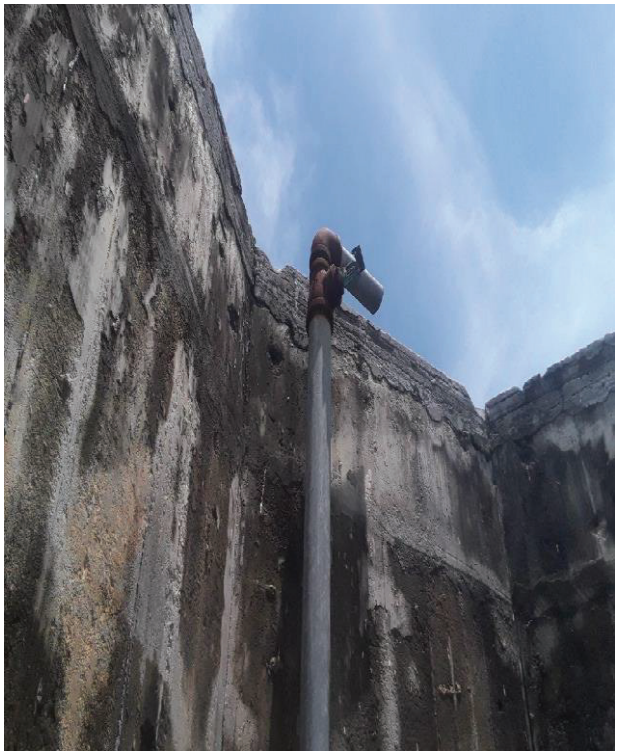
After Leak Repair

4th Level Dome-Before Repair

4th Level Dome-After Repair

2nd Level Dome-Before Repair

2nd Level Dome-After Repair



Tower Opening-Before Closure

Tower Opening-After Closure

RFP NO. 23-0307100
PROPOSER QUALIFICATIONS

DEMOLISH THE EXISTING LAYOUT AND BUILD THE

POLICE STATIONAT

780 FISHERMAN STREET STE 105

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-President	04/14/2016
Tazmin Islam-Director	01/01/2022

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: 23-0307100

PRICE PROPOSAL FORM

DEMOLISH THE EXISTING LAYOUT AND BUILD

THE POLICE STATIONAT 780 FISHERMAN STREET STE 105

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:

MOBILIZATION/DEMOLITION/ DISPOSAL:	**$37,500.00**
1. Demo existing office walls as per the proposed plan	$8,625.00
2 . Remove flooring	$4,125.00
3. Remove HVAC Duct as per demo plan	$2,625.00
4. Remove all electrical wiring and light fixtures as per demolition plan	$5,625.00
5. Remove all plumbing fixtures as per demo plan	$1,875.00
6. Remove all doors and equipment as per demo plan	$3,750.00
7. Dispose all debris in an approved facility	$10,875.00

FRAMING/DRYWALL/CEILING WORK:	**$235,500.00**
1. Frame all rooms as per proposed plan	$70,650.00
2. Install new grid system for acoustical ceiling tiles 3. Install insulation in wall cavity as per the plan	$49,200.00 (Ceilings) + $17,663.00 (Insulation)
3. Install drywall as per proposed plan	$45,000.00
4. Complete drywall with level 5 finish	$23,550.00
5. Install Doors and Locks as per plan	$29,437.00

FLOORING/BASEBOARD/PAINT	**$85,000.00**
1. Install tiles as per plan	$60,000.00
2. Install baseboard as per the proposed plan	$7,500.00
3. Paint all walls, and door frame as per the approved color	$17,500.00

BULLET PROOF GLAZING/METAL DETECTOR/WINDOW TINT	**$287,000.00**
1. Install approved glazing as per the plan	$265,000.00
2. Install metal detector as per plan	$15,000.00
3. Tint all exterior windows as approved by the city	$7,000.00

ELECTRICAL/LIGHTING	**$190,000.00**
1. Run wiring as per the proposed plan **(including HVAC wiring)**	$190,000.00
2. Install UL Certified LED Fixtures	$0.00
3. Upgrade the panels as per the plan	$0.00
Plumbing: 1. Run plumbing lines for proposed break room & HVAC drain 2. Install Fixtures	**$8,500.0**

HVAC: Install new HVAC system as per proposed plan (Trane Equipments) **$280,000.00**

FIRE SPRINKLER/FIRE ALARM	**$80,000.00**
1. Rearrange fire sprinkler heads as per plan	$55,000.00
2. Install new fire alarm system as per plan	$25,000.00
OHP-10%	**$120,350.00**
GRAND TOTAL	**$1,323,850.00**

SUBMITTED THIS **13TH** DAY OF March 2023.

BID SUBMITTED BY: Mohammed S Islam

Diamanti Construction & Development, Inc
Company

561-301-7191
Telephone Number

Mohammed S Islam
Name of Person Authorized to Submit Bid

N/A
Fax Number

M Saif Islam Verified by pdfFiller 03/02/2023
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 M Saif Islam

Printed Name Mohammed S Islam

CITY OF OPA-LOCKA
RFP NO. 23-0307100

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 the
(Name)
President of Diamanti Construction & Development, Inc
(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.

03/02/2023 M Saif Islam Verified by pdfFiller 03/02/2023
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

Witness

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:_____
Mohammed S Islam

Title: President

Sworn and subscribed before this

27 day of February, 2023

_____
Notary Public, State of Florida

Dieunous Ceant
(Printed Name)

DIEUNOUS CEANT
Notary Public - State of Florida
Commission # GG 968965
My Comm. Expires Mar 12, 2024

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: Diamanti Construction & Development, Inc

Authorized Signature: M Saif Islam Verified by pdfFiller 03/02/2023

Print Name: Mohammed S Islam

Title: President

Date: 03/02/2023

RFP NO: 23-0307100

CITY OF OPA-LOCKA – REQUEST FOR PROPOSAL (RFP) DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET, STE 105

OPA-LOCKA, FL 33054

Miami-Dade County, Florida

Prepare For:

CITY OF OPA-LOCKA

Prepared By:

SAFA CONSTRUCTION, LLC

March 2023

Table of Contained:

A. Administrative Information

A1. Insurance information
A2. Debarment, Suspension Certification
A3. Drug-Free Certification
A4. Non-Collusion Affidavit
A5. Non-Discrimination Affidavit
A6. E-Verify Form
A7. W9 Form
A8. Licenses
A9. Sworn Statement on Public Entity Crimes

B. Evaluation Criteria

B1. Experience and Qualifications of professional personnel assigned to the project (20 Points)

B1.1 Number of years providing masonry services
B1.2 Qualifications and experience of staff
B1.3. Licensing
B1.4. Adherence to requirements, forms, and qualifications listed in this RFP
B1.4.1. List the profile or experience and reference
B1.4.2. Qualifications of the firm
B1.4.3. Educational background
B1.4.4. Applicable certifications
B1.4.5. Schedule

B2. References: Performance of similar services (10 Points)

B3. Resources and approach (30 Points)
B3.1. Adequate resources
B3.1.1 Human Resources
B3.1.2 Equipment Resource
B3.1.3 Material Resource
B3.1.4 Financial Resource/Capacity
ii. Proposed plan and approach to fulfilling the scope.

B4. Price Proposal (40 Points)

A1. Insurance information

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
INSURED SAFA CONSTRUCTION, LLC 11186 SW 17th Mnr Davie FL 33324	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : EVANSTON INS CO — 35378 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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ 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 ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ 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 ☒ OCCUR ☒ 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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A2.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

A3. Drug-Free Certification

CITY OF OPA-LOCKA

RFP NO. 23-0215100

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 (Name) the CEO (Title/Position) of SAFA CONSTRUCTION, LLC (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.

2/28/2023
Date

Signature

A4. 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

A5. 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

A6. 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: 02/28/2023

A7. W9 Form

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SAFA CONSTRUCTION LLC

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

SAFA CONSTRUCTION LLC

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

11186 SW 17TH MNR

Requester's name and address (optional)

6 City, state, and ZIP code

DAVIE, FL 33324

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

8	7	–	2	7	1	2	6	9	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ► **Date** ► 06/02/2022

General Instructions

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

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

Purpose of Form

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

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

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

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

A8. Licenses

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

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.

Ron DeSantis, Governor

Melanie S. Griffin,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

RAHMAN, MD SHAHINUR

11186 SW 17T MNR
DAVIE FL 33324

LICENSE NUMBER: PE80669

EXPIRATION DATE: FEBRUARY 28, 2025

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.

Ron DeSantis, Governor

Melanie S. Griffin,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, 2025

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.

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

A9. Sworn Statement on Public Entity Crimes

SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).

1. This sworn statement is submitted to City of Opa-Locka by Safa Construction, LLC whose business address is 11186 SW 17th MNR, Davie, FL 33324 and (if applicable) its Federal Employer Identification Number (FEIN) is 87-2712692. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 1.)

2. My name is MD Shahinur Rahman and my
(Please print name of individual signing)

relationship to the entity named above is My self.

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

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

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

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

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

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

☑ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

MD Shahinur Rahman	Safa Construction, LLC	03/01/2023
Bidder's Name/Signature	Company	Date

B. Evaluation Criteria

B1. Experience and Qualifications of professional personnel assigned to the project (20 Points)

- B1.1. Number of years providing masonry services
- B1.2. Qualifications and experience of staff
- B1.3. Licensing
- B1.4. Adherence to requirements, forms, and qualifications listed in this RFP
  - B1.4.1. List the profile or experience and reference.
  - B1.4.2. Qualifications of the firm
  - B1.4.3. Educational background
  - B1.4.4. Applicable certifications
  - B1.4.5. Schedule

B2. References: Performance of similar services (10 Points)

B3. Resources and approach (30 Points)

- B3.1. Adequate resources
  - B3.1.1 Human Resources
  - B3.1.2 Material Resource
  - B3.1.3 Equipment Resource
  - B3.1.4 Financial Resource/Capability
- B3.2. Proposed plan and approach to fulfilling the scope

B4. Price Proposal (40 Points)

B1.1 Number of years providing masonry service

Safa construction has been providing masonry construction services from the beginning of the construction (One year +). Currently, we are building six (6) new houses. All the exterior walls are blocks. Also, very soon we are building more new houses, where there will be more masonry work will be involved.

B1.2 Qualifications and experience of staff

B1.2 Qualifications and experience of staff:

Safa construction is full of capable and skilled labor firms. There are two **Professional Engineers,** who will consciously assist the worker, guide them, and inspect their work. Safa has also a highly skilled project manager/ superintend who will coordinate with workers for their work and safety. Currently, we have around twenty (20) people working on another project.

The professional Engineers are MD Shahinur Rahman and Dilnahar Hossain Shuvo. MD Rahman has more than twenty (20) years of construction and engineering experience. See the attached resume for more information.

The highly skilled project manager/superintendent is Aniss Naanaa, how can coordinate more than five (5) different languages and has more than twenty (25) years of construction experience.

MD Shahinur Rahman, CGC, PMP, MS, PE (CA, FL),

CEO

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 professional experience in Civil Engineering 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 $15 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 - 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 - $25M

- 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

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).

B1.3. Licensing

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

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.

Ron DeSantis, Governor

Melanie S. Griffin,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

RAHMAN, MD SHAHINUR

11186 SW 17T MNR
DAVIE FL 33324

LICENSE NUMBER: PE80669

EXPIRATION DATE: FEBRUARY 28, 2025

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Page 1 of 2

Ron DeSantis, Governor

Melanie S. Griffin,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, 2025

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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

B1.4.1. List the profile or experience and reference

i. List the profile

Public client:

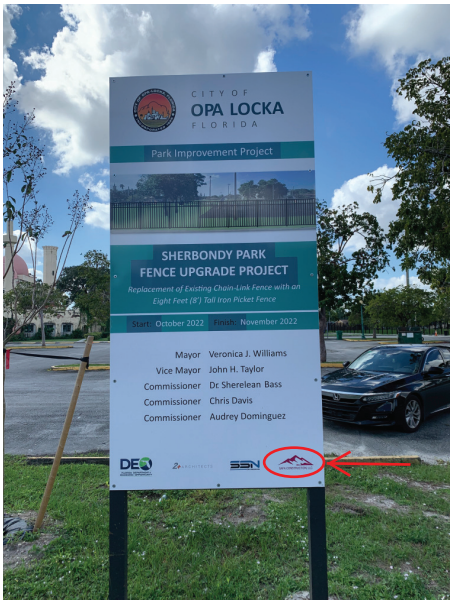
1. City of Opa-Locka-P.O. 2022-04-013 (Fence installation in Sherbondy park)
2. City of Opa-Locka-P.O-2022-04-01 (Fence installation in Ingram and Segal park)
3. City of Opa-Locka- P.O 22002005 (Flooring in 780 fisherman street, School facility)
4. The City of Lauderdale Lakes – P.O 2022-055 (Flooring in Lauderdale Lakes Senior Center- 2nd floor)
5. The city of Lauderdale Lakes – P.O 2022-009 (36" inch concrete column restoration for basketball court)
6. The city of Lauderdale Lakes – P.O 22200367 (Commission chamber – Painting)
7. The city of Lauderdale Lakes – P.O-22200389 (Parking structure for Maintenance vehicle – steel structure)
8. Lake Worth Drainage District – P.O-225947L.16 (Building painting)

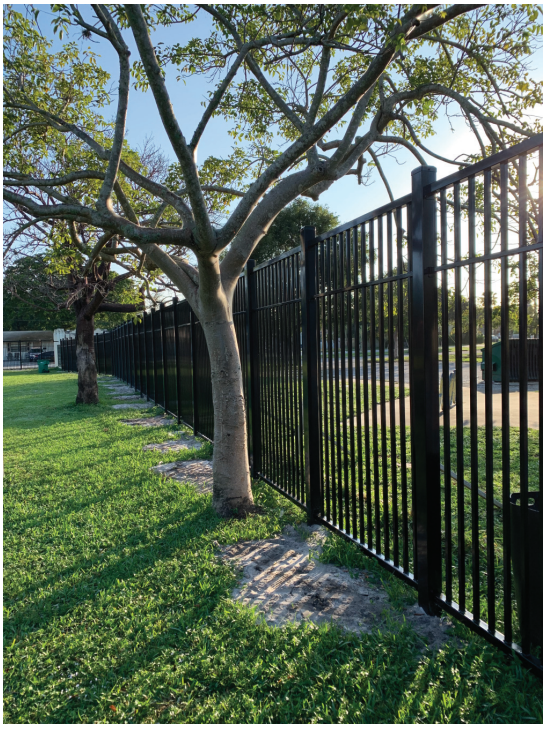
Please see some pictures below for reference:

Private client:

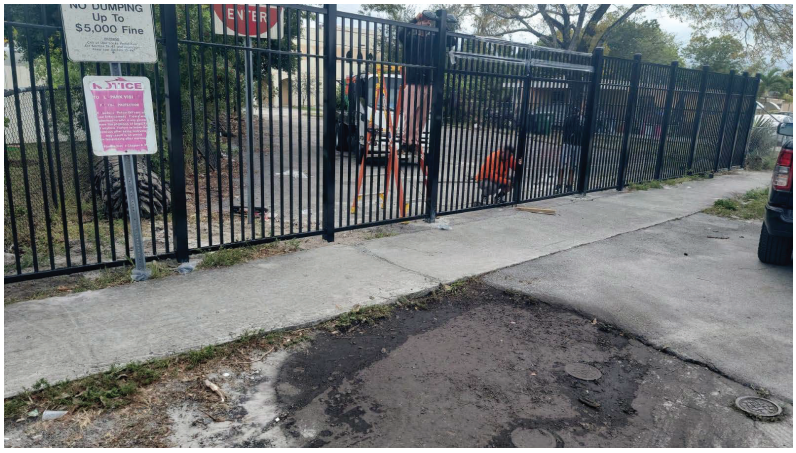
1. New Residential home at 921 Lake Avenue, Lehigh Acres, Fl 33972
2. New Residential home at 1515 East 9th Street, Lehigh Acres, Fl 3397
3. New Residential home at 1218 Mckinley Avenue, Lehigh Acres, Fl 33972
4. New Residential home at 815 Clayton, Lehigh Acres, Fl 33972
5. New Residential home at 813 Clayton, Lehigh Acres, Fl 33972
6. New Residential home at 816 Maple Avenue, Lehigh Acres, Fl 33972

City of Opa-Locka-P.O. 2022-04-013 (Fence installation in Sherbondy park)

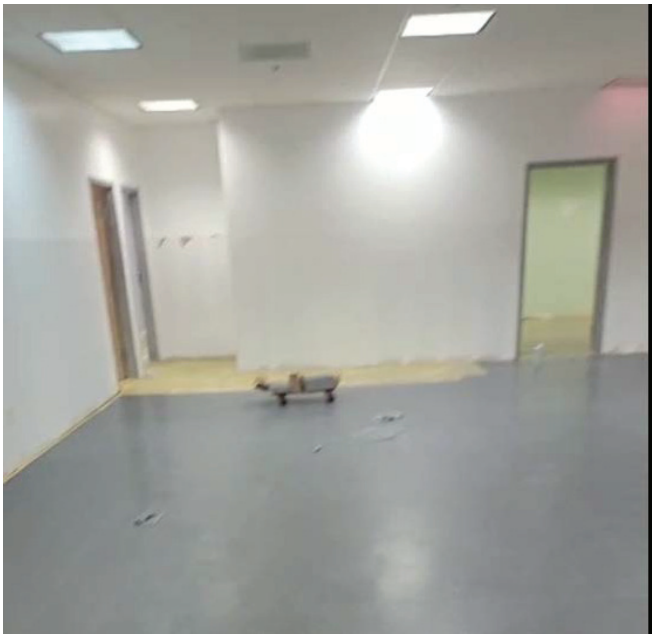




City of Opa-Locka-P.O-2022-04-01 (Fence installation in Ingram and Segal park)



City of Opa-Locka- P.O 22002005 (Flooring in 780 fisherman street, School facility)



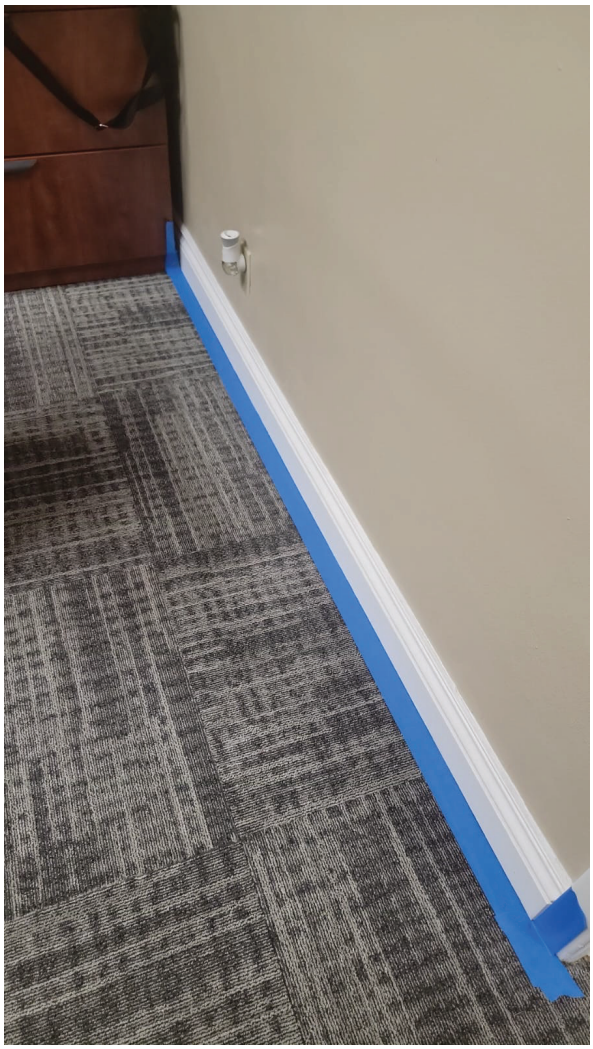
The City of Lauderdale Lakes – P.O 2022-055 (Flooring in Lauderdale Lakes Senior Center- 2nd floor)

The city of Lauderdale Lakes – P.O 2022-009 (36” inch concrete column restoration for basketball court)

The city of Lauderdale Lakes – P.O 22200367 (Commission chamber – Painting)

The city of Lauderdale Lakes – P.O-22200389 (Parking structure for Maintenance vehicle – steel structure)

Lake Worth Drainage District – P.O-225947L.16 (Building painting)



Private client:

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5. New Residential home at 813 Clayton, Lehigh Acres, Fl 33972
6. New Residential home at 816 Maple Avenue, Lehigh Acres, Fl 33972

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: 03/01/2023

B1.4.2. Qualifications of the firm

RFP NO. 23-0307100

PROPOSER QUALIFICATIONS

DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET, STE 105

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: N/A

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 **Please Note that I (MD Shahinur Rahman) has 20+ years experience in construction and 20+ years Engineering experience)**

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 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.*

With this short period of time SAFA Construction has done Eight (8) public projects and out of 8, 3 project with city of OPA-LOCKA.

B1.4.3. Educational background

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.

Chancellor

Keith D McFarland

President

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

B1.4.4. Applicable certifications

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.
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Houston, Texas 77057
www.advanceonline.com
(713) 621-1100

AdvanceOnline SOLUTIONS

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

October 21, 2022

Mr. MD Rahman
SAFA CONSTRUCTION, LLC
11186 SW 17th Manor
Davie, Florida 33324

Dear Mr. Rahman:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to award your company certification as a **County Business Enterprise (CBE)** and **Small Business Enterprise (SBE)**. Your firm is now eligible to participate in the Office of Economic and Small Business Development programs.

Your certifications are continuous but are contingent upon your firm verifying annually its eligibility in each of the two programs. Each year, on the anniversary of the date you were awarded certification, you must submit to OESBD a Personal Net Worth Worksheet, a copy of the previous year's Business Tax Return, copies of the current professional licenses, and County and local business tax receipts. As a courtesy, OESBD will notify you in advance of your obligation to provide the continuing eligibility documents. However, the responsibility to ensure continued certification is yours.

To review current Broward County Government bid opportunities visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in Periscope to ensure you have added all appropriate classification codes. Bid opportunities over $3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services.** This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 236220, 237110, 238110, 238310, 238330, 238910

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL MCDONALD
Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2022.10.28 16:11:36 -04'00'

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

Cert Agency: BC-CBE SBE
ANNIVERSARY DATE: OCTOBER 21ST

BROWARD COUNTY FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

CERTIFIED

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

THIS CERTIFICATE IS AWARDED TO

SAFA CONSTRUCTION, LLC

AS SET FORTH IN THE BROWARD COUNTY BUSINESS OPPORTUNITY ACT, THE CERTIFICATION REQUIREMENTS HAVE BEEN MET FOR:

County Business Enterprise (CBE) and Small Business Enterprise (SBE)

SANDY-MICHAEL MCDONALD

Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2022.10.28 16:11:48 -04'00'

AUTHORIZED REPRESENTATIVE

Anniversary Date: October 21st

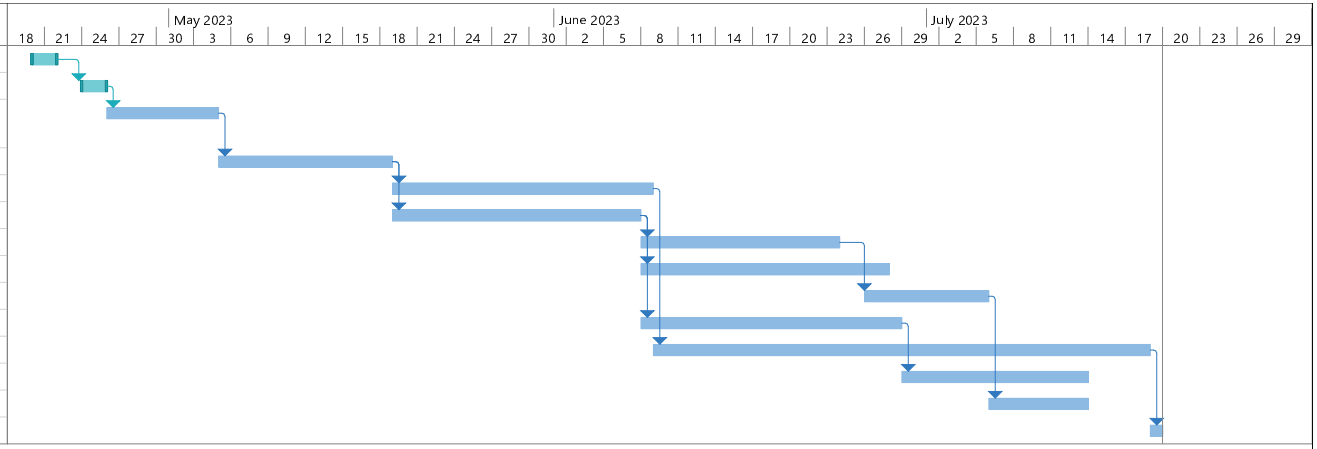
THE OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MUST BE NOTIFIED WITHIN 30 DAYS OF ANY MATERIAL CHANGES IN THE BUSINESS WHICH MAY AFFECT OWNERSHIP AND CONTROL. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF THIS CERTIFICATE AND/OR IMPOSITION OF OTHER SANCTIONS.

A SERVICE OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
BROWARD.ORG/ECONDEV

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301
TEL: 954-357-6400 • EMAIL: SBCERT@BROWARD.ORG • TTY: 954-357-5664

B1.4.5. Schedule

ID	Task Mode	Task Name	Duration	Start
1		Notice to proceed	2 days	Thu 4/20/23
2		Kick-off Meeting with city	2 days	Mon 4/24/23
3		Shop drwing submit to City/Materail purchage	7 days	Wed 4/26/23
4		Demolition	10 days	Fri 5/5/23
5		Fire spinkler/Ac duct installation	15 days	Fri 5/19/23
6		Framing	14 days	Fri 5/19/23
7		Electrical /IT Work	12 days	Thu 6/8/23
8		Celling work	14 days	Thu 6/8/23
9		Dry wall/inside door install	8 days	Mon 6/26/23
10		Bulet Proof system install	15 days	Thu 6/8/23
11		HVAC system install	28 days	Fri 6/9/23
12		Flooring	11 days	Thu 6/29/23
13		Bullet proof window and door insta	6 days	Thu 7/6/23
14		Project finish	1 day	Wed 7/19/23



Note : This Schedule is for three month. However, the HVAC material is in critical path. Worst case scenario, it could take 3.5 month. Getting the split Ac in 12 week + Time to install. Please see the attached email for TRANE about the lead time for the material.

Project: OPA-LOCKA_ POLICE S
Date: Sun 3/12/23

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				

md.rahman@safaconstruction.net

From: Balko, Corey <Corey.Balko@trane.com>
Sent: Friday, March 10, 2023 4:14 PM
To: md.rahman@safaconstruction.net
Subject: RE: HVAC System
Attachments: Proposal - Opa Locka Police Dept Renovation - 2023-02-27.pdf

Good afternoon sir,

Revised proposal attached. Lead times listed below. Let me know if you have any questions. Thanks!

Lead times are:

- 25 days for VAV
- 8-10 weeks on AHU
- 50 days on CU
- 8-12 weeks on mini split if not in stock?

Sincerely,

Corey Balko
Account Manager
Trane Commercial Systems
6965 Vista Pkwy N #11,
West Palm Beach, FL 33411
Cell: (954) 849-6622
Email : corey.balko@trane.com

B2. References:Performance of similar services

Performance of similar services for governmental clients including at least two references (10 Points)

According to Architectural Plan Sheet LS-101, the occupanacy group is B-Business

BUILDING DATA	
APPLICABLE CODES:	FLORIDA BUILDING CODE 2020 EDITION (7TH EDITION NATIONAL FIRE PROTECTION ASSOCIATION CODES AND STANDARDS 2021 EDITION
TOTAL BUILDING AREA TOTAL BUILDING HEIGHT	20,054 SF +13'-2"
OCCUPANCY CLASSIFICATION	FOUR STORY BUILDING SPRINKLERED OCCUPANCIES
OCCUPANCY GROUP:	B - BUSINESS
ALLOWABLE BUILDING HEIGHT AND AREA F.B.C. 2020 TABLE 504.3, 504.4 & 506.2	85 FT ALLOWABLE HEIGHT, 3 STORIES, WITH 28,500 SF ALLOWABLE AREA
FIRE RESISTENCE RATING REQUIREMENT FOR BUILDING ELEMENTS	1 hr - STRUCTURAL FRAME 2 hr - BEARING WALLS (EXIT) 1 hr - BEARING WALLS (INT) 0 hr - NONBEARING WALLS AND PARITITIONS (INT) 1 hr - FLOOR CONSTRUCTION
CONSTRUCTION TYPE:	IIIA (SPRINKLERED)
MAXIMUM EXIT TRAVEL DISTANCE:	115.5 FT (SPRINKLERED BLDGS.) (F.B.C. 2020 TABLE 1017.2)

According to 2020 Florida Building Code, Building, 7th Edition, the following items are considered as Business Group occupancy:

SECTION 304
BUSINESS GROUP B

304.1 Business Group B.

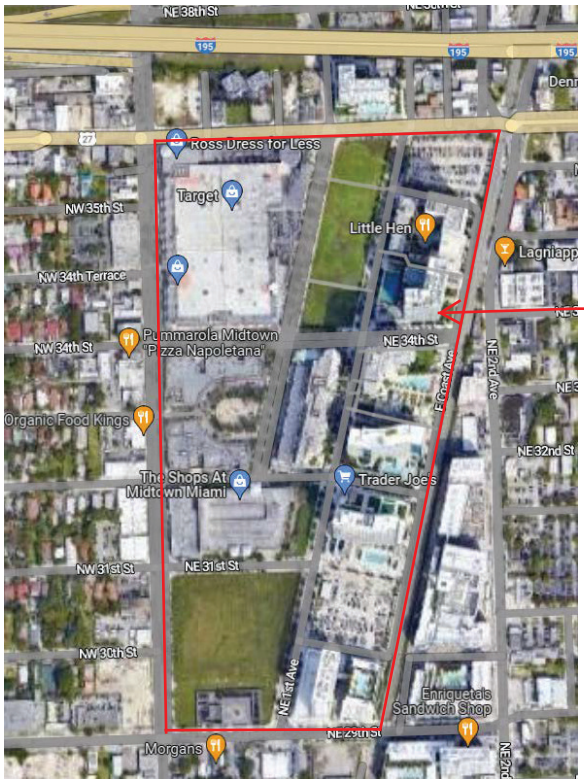
Business Group B occupancy includes, among others, the use of a building or structure, or a portion thereof, for office, professional or service-type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to, the following:

- Airport traffic control towers
- *Ambulatory care facilities*
- Animal hospitals, kennels and pounds
- Banks
- Barber and beauty shops
- Car wash
- Civic administration
- *Clinic, outpatient*
- Dry cleaning and laundries: pick-up and delivery stations and self-service
- Educational occupancies for students above the 12th grade
- Electronic data processing
- Food processing establishments and commercial kitchens not associated with restaurants, cafeterias and similar dining facilities not more than 2,500 square feet (232 m^2) in area.
- Laboratories: testing and research
- Motor vehicle showrooms
- Post offices
- Print shops
- Professional services (architects, attorneys, dentists, physicians, engineers, etc.)
- Radio and television stations
- Telephone exchanges
- Training and skill development not in a school or academic program (this shall include, but not be limited to, tutoring centers, martial arts studios, gymnastics and similar uses regardless of the ages served, and where not classified as a Group A occupancy).

My reference Project is Mid Town Miami : I worked for this project for engineering and construction. According to 2020 FBC, B- occupancy group, the project has following occupancy, which matches the B-occupancy Group. 1) Food Processing (Five Guys, Fresh Kitchen etc) 2) Post office (FedEx office). 3) Barber and beauty shop (European Wax Center, Nails & Co etc) 4) Professional services (The joint Chiropractic Place)

Reference at the of Services:

Maqsood M Nasir, P.E.
Director, Engineering Services & Construction Management
City of Lauderdale Lakes
4300 NW 36th Street | Lauderdale Lakes, FL 33319
mmnasir@lauderdalelakes.org
V: 954-535-2712
F: 954-733-4220



Please find the following images for Midtown Miami, one of the largest project in Florida.

B3. Resources and approach (30 Points)

This section is divided into two sections: **Resources and approach**.

B3.1 Resources

Safa consists of full of adequate resources for this project. In this project, all the work cannot be done by the general contractor, some sections must be given to the sub-contractor. Because those are different trades. Such as: 1) Mechanical (HVAC) 2) electrical 3) Plumbing 4) Fire Sprinkler etc. In the project approach section, this subject will be elaborated more. The resource subdivisions are many based on different management organizations. It is our understanding in this project four (4) type of resources is significant. 1) Human resources 2) Material resources 3) Equipment resources 4) Financial resources/capacity. That item has been discussed below in detail.

B3.1.1. Human Resources:

Safa construction is full of capable and skilled labor firms. There are two **Professional Engineers,** who will consciously assist the worker, guide them, and inspect their work. Safa has also a highly skilled project manager/ superintend who will coordinate with workers for their work and safety. Currently, we have around twenty (20) people working on another project. If needed, we can increase our skilled labor up to eighty (80) people. Our subs are also very resource full. Some of the subs are given below:

1) Mechanical (HVAC) :
   Subcontractor Company Name: All In One AC
   Number of people working: 20+

2) Electrical:
   Subcontractor Company Name: John Mancini Electric
   Number of people working: 14+

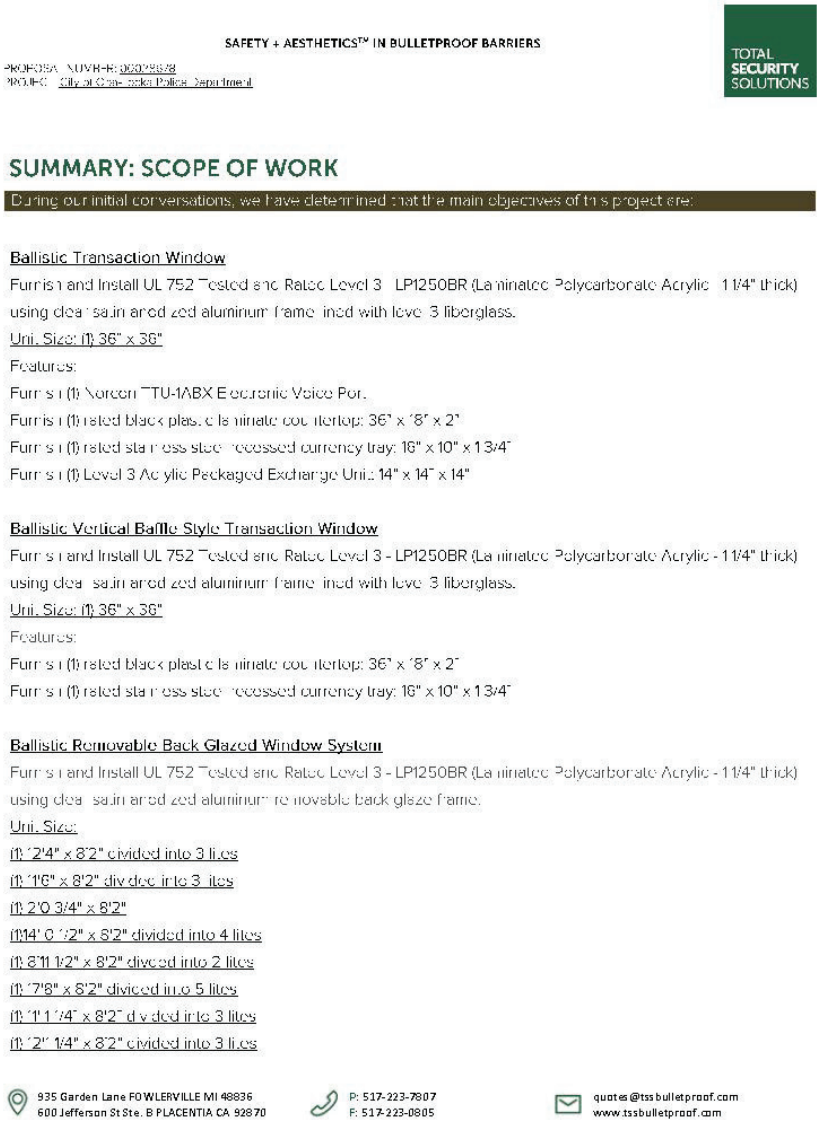
3) Plumbing :
   Subcontractor Company Name: Ogonzalez services plumbing
   Number of people working: : 10+

4) Fire Sprinkler :
   Subcontractor Company Name:
   American Fire Sprinkler Services.
   Number of people working:: 15+

B3.1.2. Material Resources:

Safa coordinates with the main manufacturers of the materials. Two major items for this project in the Bulletproof material and HVAC material.

Bulletproof material: Per Architecture plan sheet A-102, the bulletproof material is from Total Security Solution (TSS). Safa coordinates with Ian Hoogerhyde, Sales Representative, with Total Security Solutions, Inc, and gets prices directly from TSS.



SAFETY + AESTHETICS™ IN BULLETPROOF BARRIERS

TOTAL SECURITY SOLUTIONS

SUMMARY: SCOPE OF WORK

During our initial conversations, we have determined that the main objectives of this project are:

Ballistic Transaction Window
Furnish and Install UL 752 Tested and Rated Level 3 LP1250BR (Laminated Polycarbonate Acrylic 1 1/4" thick) using clear satin anodized aluminum frame lined with level 3 fiberglass.
Unit Size: (1) 36" x 36"
Features:
Furnish (1) Norcon TU-1ABX Electronic Voice Port.
Furnish (1) rated black plastic laminate countertop: 36" x 18" x 2"
Furnish (1) rated stainless steel recessed currency tray: 16" x 10" x 1 3/4"
Furnish (1) Level 3 Acrylic Packaged Exchange Unit: 14" x 14" x 14"

Ballistic Vertical Baffle Style Transaction Window
Furnish and Install UL 752 Tested and Rated Level 3 - LP1250BR (Laminated Polycarbonate Acrylic - 1 1/4" thick) using clear satin anodized aluminum frame lined with level 3 fiberglass.
Unit Size: (1) 36" x 36"
Features:
Furnish (1) rated black plastic laminate countertop: 36" x 18" x 2"
Furnish (1) rated stainless steel recessed currency tray: 16" x 10" x 1 3/4"

Ballistic Removable Back Glazed Window System
Furnish and Install UL 752 Tested and Rated Level 3 - LP1250BR (Laminated Polycarbonate Acrylic - 1 1/4" thick) using clear satin anodized aluminum removable back glaze frame.
Unit Size:
(1) 2'4" x 8'2" divided into 3 lites
(1) 1'6" x 8'2" divided into 3 lites
(1) 2'0 3/4" x 8'2"
(1)14' 0 1/2" x 8'2" divided into 4 lites
(1) 8'11 1/2" x 8'2" divided into 2 lites
(1) 7'8" x 8'2" divided into 5 lites
(1) 1' 1 1/4" x 8'2" divided into 3 lites
(1) 2' 1/4" x 8'2" divided into 3 lites

935 Garden Lane FOWLERVILLE MI 48836
600 Jefferson St Ste. B PLACENTIA CA 92870
P: 517-223-7807
F: 517-223-0805
quotes@tssbulletproof.com
www.tssbulletproof.com

Proposal for Materail from TSS

Level-III, Bullet proof Glass sample form TSS to be install in the project

HVAC material: Per Mechanical plan sheet M-601, the HVAC material is from TRANE. Safa coordinates with Corey Balko, Account Manager, Trane Commercial Systems, and gets prices directly from TRANE.

TRANE

Proposal

Proposal is valid for 15 days.
Customer must obtain credit approval and release order to production within 60 days of proposal date.

Prepared For: All Bidders

Date: February 27, 2023

Job Name: Opa Locka Police Dept Renovation

Proposal Number: H8-211000-9507-1

Engineer: Hammond & Associates, Inc.

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval based on mechanical drawings dated 10-3-2022.

One (1) – Performance Climate Changer
Tag(s): AHU-2A
Product Data - Performance Climate Changer (UCCA)
Vertical housed fan with top back discharge / Unit Size 12 / Indoor unit
200-208/60/3
Stainless Steel Drain Pan
6 row DX coil 12 fins per inch
Aluminum fins, galvanized coil casing
Terminal block plus starter or disconnect
Intertwined circuit with 2 DX 1/4"
2" flat filter rack / 2" MERV-8 filter

NOT INCLUDED: Installation/rigging/startup/supervision, warranty beyond Trane standard or as listed above, power wiring, BAS controls, control valves, TX valves, refrigeration specialties, smoke detectors, mixing box, dampers, AFMS, filter gages, secondary drain pans, disconnects, VFDs, marine lights, UV lights, electrical junction box, coil coatings, extra materials, any material or labor not specifically described in this proposal.

One (1) – Odyssey Split System Outdoor Unit
Tag(s): CU-2A
Product Data
Cooling
R-410A Refrigerant
208-230/60/3
Dual Compressors / Dual Circuit

NOT INCLUDED: Installation/rigging/startup/supervision, warranty beyond Trane standard or as listed above, disconnect, refrigerant piping and specialties, vibration isolators, coil/cabinet coatings, thermostat, communication interface, Tie-In to BAS, sensors, extra materials, service valves, any material or labor not specifically described in this proposal.

Sixteen (16) – Variable Air Volume Single Duct Terminal Units
Product Data
All Units
Single duct with electric heat
Dual wall with 1" matte insulation
Customer Supplied controls
Factory installed customer's actuator and controller
Transformer / Disconnect switch / Power Fuse
277 volt, 1 phase
Electric Heater – Per Schedule / Stage -1
24vac magnetic contactors

© 2022 Trane Technologies All rights reserved Proposal - Opa Locka Police Dept Renovation 02-20-2023.docx

Proposal for Materail From TRANE

B3.1.3. Equipment Resources:

Safa mostly rented the equipment from commercial equipment rental places. Safa has commercial accounts with equipment rental places. It is estimated that in the project, we will need cizer lift, forklift, small concrete pump, and some automated/manual hand tools. Which could be rented from commercial equipment rental places. Note that Safa has forklift. See the some pictures of the equipment that Safa has rented recently from rental places.

Recent rented equipment for SAFA construction, LLC

B3.1.4. Financial Resources:

1) Currently the SAFA construction has working capital 400k+ dollars.
2) Bonding capacity of 3.5 million dollars.
3) SAFA construction is a comparatively new company. However, in this short amount of time, we completed eight (8) public projects and six (6) single-family homes (finishing in Sep 2023). The net project cost for all of the projects is 1.7 million dollars. Which is a proven record of financial stability and the flourishing of the company.

Alscott, Inc.
An AssuredPartners Company
4911 S. Arrowhead Dr. Suite 310
Independence, MO 64055
Phone: 816-525-3155

October 26, 2022

Re: Safa Construction
Davie, FL
Bonding Program

Dear Sir or Madam:

Please let this letter serve as notice that Safa Construction is bonded by the Foundation Surety & Insurance Solutions, which is listed as a U.S. Treasury Department approved surety.

Based upon our solid relationship, and Safa Construction's top rated performance, we are pleased to state that Safa Construction does have bonding capacity currently available with Foundation Surety & Insurance Solutions for a single bond of $1.5 million with an aggregate of up to $3.5 million. It is understood the issuance of any final or bid bonds is a matter between the Safa Construction and Foundation Surety & Insurance Solutions and no liability to third parties is assumed should bonds not be executed for any reason.

We fully recommend Safa Construction for your construction needs. You will find the company has a proven track record of owner satisfaction and of bringing projects in on time and within budget.

If you have any questions, please feel free to call.

Sincerely,
David S. Salavitch
David S. Salavitch
President

Safa's Bonding capacity letter

B3.2 Approaches (Proposed plan and approach to fulfilling the scope)

Safa will very carefully and safely approach the project. Follow steps will be done for the project.

Step 1: Meet with the city for construction start time, working parking, entrance location etc.
Step 2: Rent a commercial dumpster and located in the city's preferred location.
Step 3: Provide instruction about Occupational Safety and Health Administration (OSHA) regulations to the worker.
Step 4: Add a security barrier if needed.
Step 5: Provide product specification/ Shop drawing to the Architect/ City for approval.
Step 6: Meet with the city the indenting the existing material that the city wants to save for future use and storage place of that material.
Step 7: Remove the existing material and store it.
Step 8: Start demolition.
Step 9: Finish demolition and ask the city for an inspection.
Step 10: Mark the floor of the stud framing.
Step 11: Verify the room sizes, corridor size, etc with the plan. If the demotion match that calls for an inspection. If the dimension does not match, call Architect and city for a solution.
Step 12: Start installing the Fire Sprinkler.
Step 13: Start installing the AC duct.
Step 14: Start installing electrical wiring.
Step 15: Call for inspection.
Step 16: Send the construction progress report to the city.
Step 17: Start stud framing.
Step 18: Finish stud framing and call for an inspection.
Step 19: Send the construction progress report to the city.
Step 20: Install air-cooled condensing unit.
Step 21: Install the Electrical panel, switch, light etc.
Step 22: Install plumbing lines.
Step 23: Call for inspection.
Step 24: Send the construction progress report to the city.
Step 25: Install drywall.
Step 26: Tint the exterior glass.
Step 27: Install bulletproof glass.
Step 28: Install ceiling tile and insulations.
Step 29: Call for inspection.
Step 30: Send the construction progress report to the city.
Step 31: Install Air handling unit, split system etc.
Step 32: Install doors.
Step 33: Complete drywall finish.
Step 34: Call for inspection.
Step 35: Send the construction progress report to the city.

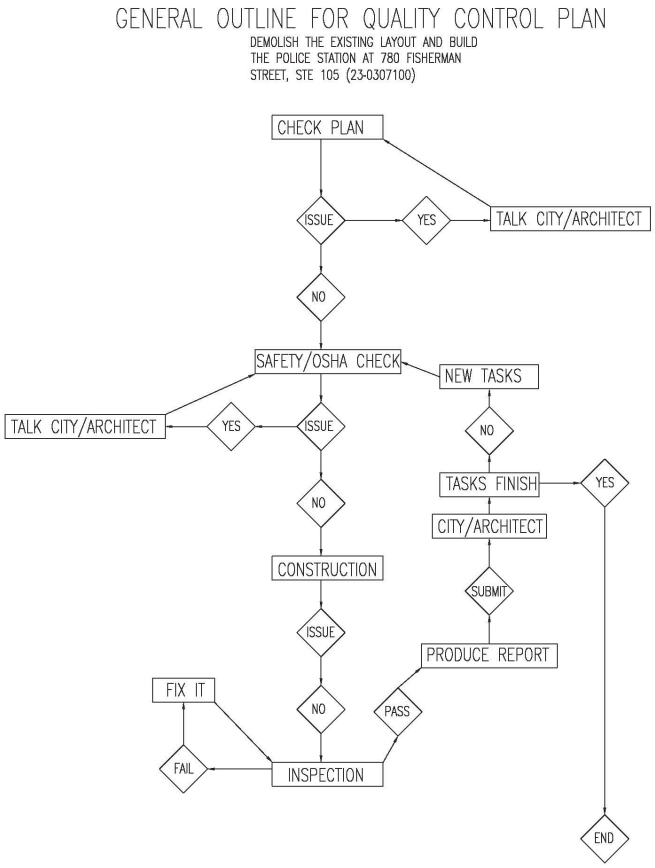
Step 36: Install fire alarm.
Step 37: Install baseboard and floor tile.
Step 38: Paint the wall, door, etc.
Step 39: Install metal detector.
Step 40: Call for the final inspection.
Step 41: Send the final construction progress report to the city.
Step 42: Project close.

Note:

i. The above steps are our understating of the approach and finishing of the project. However, it fully depends on the approval from the city.

ii. Assuming all steps are flowing smoothly. Like a waterfall management system. If there is inconsistency observed, steps will be repeated.

iii. Please see the general outline for the quality control plan to understand the general workflow pattern.



Safa's quality control plan for this project

B4. Price Proposal (40 Points)

RFP NO: 23-0307100

PRICE PROPOSAL FORM

DEMOLISH THE EXISTING LAYOUT AND BUILD

THE POLICE STATIONAT 780 FISHERMAN STREET STE 105

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:

MOBILIZATION/DEMOLITION/ DISPOSAL:	PRICE
1. Demo existing office walls as per the proposed plan	6,000.00
2 . Remove flooring	5,000.00
3. Remove HVAC Duct as per demo plan	5,000.00
4. Remove all electrical wiring and light fixtures as per demolition plan	2,000.00
5. Remove all plumbing fixtures as per demo plan	2,000.00
6. Remove all doors and equipment as per demo plan	1,000.00
7. Dispose all debris in an approved facility	8,000.00

FRAMING/DRYWALL/CEILING WORK:	
1. Frame all rooms as per proposed plan	40,000.00
2. Install new grid system for acoustical ceiling tiles 3. Install insulation in wall cavity as per the plan	40,000.00
3. Install drywall as per proposed plan	70,000.00
4. Complete drywall with level 5 finish	30,000.00
5. Install Doors and Locks as per plan	40,000.00

FLOORING/BASEBOARD/PAINT	
1. Install tiles as per plan	50,000.00
2. Install baseboard as per the proposed plan	10,000.00
3. Paint all walls, and door frame as per the approved color	20,000.00

BULLET PROOF GLAZING/METAL DETECTOR/WINDOW TINT	
1. Install approved glazing as per the plan	300,000.00
2. Install metal detector as per plan	40,000.00
3. Tint all exterior windows as approved by the city	5,000.00

ELECTRICAL/LIGHTING	
1. Run wiring as per the proposed plan	40,000.00
2. Install UL Certified LED Fixtures	80,000.00
3. Ru Plumbing necessary for HVAC system as per plan	30,000.00
4. Upgrade the panels as per the plan	30,000.00

NEW AC System Per Plan	250,000.00
All others in the plan (Plumbing, Kitchens, Platforms etc)	125,000.00
Bonding and permitting Cost	73,000.00

FIRE SPRINKLER/FIRE ALARM	
1. Rearrange fire sprinkler heads as per plan	25,000.00
2. Install new fire alarm system as per plan	10,000.00

GRAND TOTAL	1,337,000.00

SUBMITTED THIS May DAY OF 12th 2023.

BID SUBMITTED BY:

SAFA CONSTRUCTION, LLC
Company

(954) 326-8295
Telephone Number

MD. SHAHINUR RAHMAN
Name of Person Authorized to Submit Bid

Fax Number

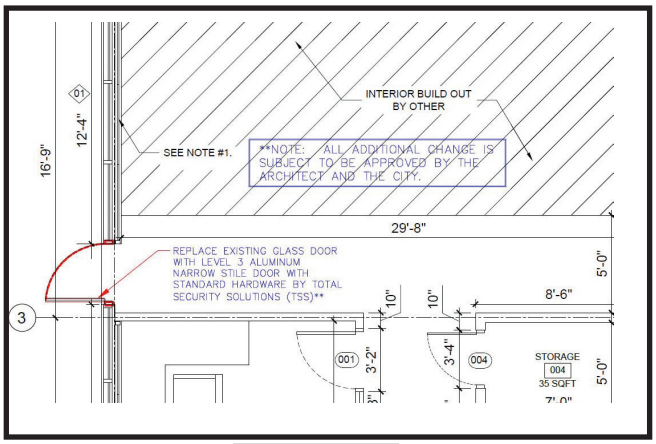
Digitally signed by MD S RAHMAN
DN: c=US, o=SSN ENGINEERING LLC, dnQualifier=A01410D0000018172AF2AAF0001A4DB, cn=MD S RAHMAN
Date: 2023.03.13 00:46:35 -04'00'

Signature

mrahman@safaconstruction.net
Email Address

CEO
Title

Note : This construction cost 1,337,00 cost includes
1) All improvement include in the plan.
2) Bond and Permitting fee.
3) one additional features (See Sketch1)
This additional feature is subject to approval from BEA Architects and City of Opa-Locka. The additional feature is:
Replace the existing door at the entrance of Opa-Locka Bouvard (See Sketch-1) with bullet proof door. It is our understanding; this additional features will provide a complete security solution to the facility. Please note that do not use this sketch for construction prior to approval and design by the architect.



Sketch -1

Brunt & Company, Inc.
10360 SW 186th Street, Unit #1594
Miami, Florida 33197
www.bruntconstruction.com
(833) 278-6820

March 13, 2023

CITY OF OPA-LOCKA
Office of City Clerk, Joanna Flores
780 Fisherman Street
Opa-Locka, FL 33054

RE: RFP NO. 23-0307100 Demolish the Existing Layout and Build The Police Station at 780 Fisherman Street, Suite 105

Ms. Shamecca Lawson and Selection Committee Members:

Brunt & Company, Inc., appreciates this opportunity to present our professional qualifications along with the other requirements outlined in the above-named RFP.

EXECUTIVE SUMMARY

Brunt & Company, Inc., is a South Florida based licensed general building contractor with an unlimited license (see attached Sunbiz corporate verification, along with contractor license and FL DBPR registration). The company was incorporated in 1997, and received its general building contracting license in 2008. Prior to receiving the contractor license, the company served as a compliance consultant to the construction industry in South Florida on numerous projects, including the construction of the American Airlines Arena, as well as the Performing Arts Center in downtown Miami. Both projects required compliance with Miami-Dade County's local small business and local hiring ordinances.

Our construction experience includes a wide variety of projects whose values go from millions of dollars, for example, site development and turn-key construction for the Community Bible Baptist Church in Miami-Dade County, to a few thousand dollars, such as driveway resurfacing and finishing projects. ,Brunt & Company also served as a key subcontractor for the Homestead Air Reserve Base, Building #133 Storage Facility Project in 2013. Our scope of work on that project consisted of demolition, excavation/fill, concrete slab with mechanical and electrical conduit, masonry with specialty decorative blocks, steel and metal placement, waterproofing and insulation, doors and windows, finishes, including concrete sealer and interior painting, new HVAC system, new fire protection system, and plumbing.

Our portfolio of work (residential, governmental, and commercial) has included, but is not limited to, every type of task listed under your scope of services: demolition, installation of partitions and partition walls, cement work, installation of suspended grid ceilings, door and window replacement, including hardware, installation of trim, tile work (ceramic and quarry), installing and replacing drywall, including finishing, plaster and exterior stucco repairs, installation of insulation, ceiling, wall & door repairs, and stair installation. We have had to supervise crews that simultaneously included various types of skilled craftsmen, along with multiple licensed MEP subcontractors.

Our Approach to Solutions include tried and true construction business practices: establishing and maintaining good communication with the client before, during, and after the work has been completed, including, but not limited to, weekly written progress reports and meetings (some small projects may require daily correspondence), initial and periodic updates of the project schedule, requirement of daily logs from lead workers and subcontractors, written records of any authorization of changes to work required by the owner, staying compliant with required building department and/or owner inspections, and corrections, if needed, and maintaining, when required, good working relationships with architects, engineers, City of Opa-Locka administrators, and others.

We have had projects which were self-performed by our own employees, or processed through employee leasing companies, with weekly payroll expenses over tens of thousands of dollars. Whatever staffing approach we take, we ensure that the owner, the City of Opa-Locka, is properly protected per the letter of the contract documents, and that the work is completed on schedule and within budget. If selected, we will ensure that all insurance and financial documents are in compliance at all times. We have included all of the completed forms that are required in your instructions package.

We thank you for this opportunity and look forward to your reply. Please contact us if you need any additional information.

Sincerely,

Samuel J. Brunt

Samuel J. Brunt
www.bruntconstruction.com

RFP NO. 23-0307100
PROPOSER QUALIFICATIONS

DEMOLISH THE EXISTING LAYOUT AND BUILD THE

POLICE STATIONAT

780 FISHERMAN STREET STE 105

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: Brunt & Co., Inc.

   Address: 10360 SW 186th Street, Unit #1594
   Miami, FL

   City, State, Zip: 33197 Phone/Fax: (833) 278-6820

2. Check One: Corporation (X) Partnership ( ) Individual ( )

3. If Corporation, state: Date of Incorporation: 7/23/97 State in which Incorporated: Florida

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date ofsuch authorization: N/A

5. **Name and Title of Principal Officers** **Date Elected:**

   Samuel Jay Brunt 07/23/1997
   Samuel James Brunt 06/01/2016

6. The length of time in business: 26 years

7. The length of time (continuous) in business as a service organization in Florida: 26 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: 23-0307100

PRICE PROPOSAL FORM

DEMOLISH THE EXISTING LAYOUT AND BUILD

THE POLICE STATIONAT 780 FISHERMAN STREET STE 105

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:

MOBILIZATION/DEMOLITION/ DISPOSAL:	PRICE
1. Demo existing office walls as per the proposed plan	24,357.
2 . Remove flooring	
3. Remove HVAC Duct as per demo plan, fans, and units	13,753.
4. Remove all electrical wiring and light fixtures as per demolition plan	see above
5. Remove all plumbing fixtures as per demo plan	478.
6. Remove all doors and equipment as per demo plan	see above
7. Dispose all debris in an approved facility	see above

FRAMING/DRYWALL/CEILING WORK:	
1. Frame all rooms as per proposed plan	
2. Install new grid system for acoustical ceiling tiles 3. Install insulation in wall cavity as per the plan	137,177
3. Install drywall as per proposed plan	
4. Complete drywall with level 5 finish	
5. Install Doors and Locks as per plan	

FLOORING/BASEBOARD/PAINT	
1. Install tiles as per plan	59,396.
2. Install baseboard as per the proposed plan	1,704.
3. Paint all walls, and door frame as per the approved color	29,411.

BULLET PROOF GLAZING/METAL DETECTOR/WINDOW TINT	
1. Install approved glazing as per the plan	75,820.
2. Install metal detector as per plan	
3. Tint all exterior windows as approved by the city	

ELECTRICAL/LIGHTING	
1. Run wiring as per the proposed plan	105,000.
2. Install UL Certified LED Fixtures	
3. Ru Plumbing necessary for HVAC system as per plan	
4. Upgrade the panels as per the plan	

* New HVAC System ** Plumbing

** Plumbing 9,598.

FIRE SPRINKLER/FIRE ALARM	
1. Rearrange fire sprinkler heads as per plan	16,250.
2. Install new fire alarm system as per plan	22,250.
* HVAC	448,000.

GRAND TOTAL # 943,194.

SUBMITTED THIS 13th DAY OF March 2023.

BID SUBMITTED BY:

Brunt & Company, Inc.
Company

(833) 278-6820
Telephone Number

Samuel J. Brunt
Name of Person Authorized to Submit Bid

(305) 397-1462
Fax Number

Samuel J. Brunt
Signature

Samb@bruntconstruction.com
Email Address

President
Title

Samuelbruntsr@gmail.com

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 Samuel J. Brunt

Printed Name Samuel J. Brunt

CITY OF OPA-LOCKA
RFP NO. 23-0307100

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 Samuel J. Brunt (Name) the President (Title/Position) of Brunt & Co., 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.

3/13/23 (Date) Samuel J. Brunt (Signature)

CITY OF OPA-LOCKA

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Samuel J. Brunt **being first duly sworn, deposes and says that:**

(1) He/She/They is/are the Owner/President (Owner, Partner, Officer, Representative or Agent) of Brunt & Co., 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

Witness

By: Signature

Samuel J. Brunt
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: Samuel Brunt

Title: General Manager

Sworn and subscribed before this

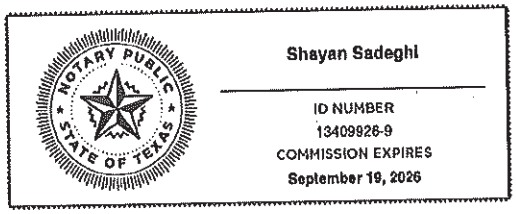
13th day of March, 2023

Notary Public, State of Florida Texas

Shayan Sadeghi

(Printed Name)

My commission expires: 09/19/2026



Notarized online using audio-video communication

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: Brunt & Co., Inc.

Authorized Signature: Samuel J. Brunt

Print Name: Samuel J. Brunt

Title: President

Date: March 13, 2023

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

3025715

RECEIPT NO.
RENEWAL
3162583

EXPIRES
SEPTEMBER 30, 2023

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

BUSINESS NAME/LOCATION
BRUNT & COMPANY INC
10360 SW 186TH ST STE 1594
MIAMI, FL 33197-5001

OWNER
BRUNT & COMPANY INC
C/O SAMUEL BRUNT PRES

SEC. | **TYPE OF BUSINESS**
196 GENERAL BUILDING CONTRACTOR

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 09/12/2022
INT-22-411403

Worker(s) 1

08B000919

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

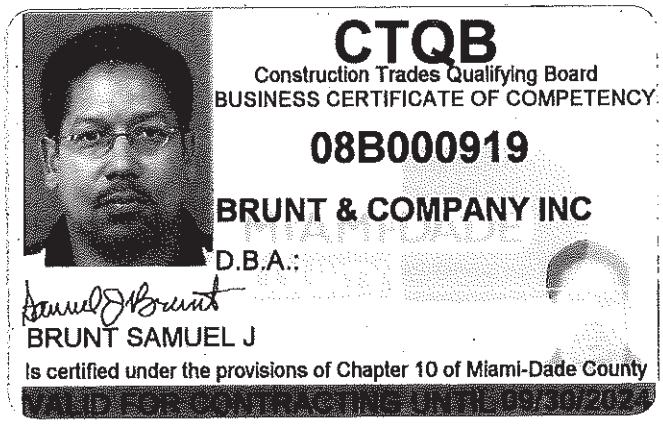
MIAMI-DADE COUNTY

FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATIONS(S), AND/OR REGISTRATION(S)

State of Florida, DBPR, Contractor License Search 12/27/22, 8:25 pm

Florida dbpr Department of Business & Professional Regulation

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Registered General Contractor	BRUNT & COMPANY INC	DBA	RG291103784 Reg General	Current, Active 08/31/2023



CITY OF OPA–LOCKA REQUEST FOR PROPOSALS RFP NO: 23-0307100 DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET STE 105

LIST OF REFERENCES
For
BRUNT & COMPANY, INC.

1. Ronald A. Smith, Pastor
   Project - Community Bible Baptist Church
   9855 SW 152 Street
   Miami, Florida
   (786) 208-6154
   r.a.smith@att.net

2. Devon Smith, Facilities Administrator
   Kislak Mortgage
   7900 Miami Lakes Drive
   Miami Lakes, FL
   (305) 775-5049
   dsmith@kislak.com

3. Christopher Perry, Owner
   U-Haul Self Service Facility with Strip Shopping Plaza
   1100 Block Sunrise Florida
   FT. Lauderdale, FL
   (843) 298-3373
   cperry@pinnaclestorage.com

4. Wellinton Williams, Building Superintendent
   Homestead Air Reserve Base
   Homestead, FL
   (786) 326-7750

Brunt & Company, Inc.

AGREEMENT TO DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET, SUITE 105

THIS IS AN AGREEMENT, dated the_____day of_____, 2023, 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 and Build the Police Station at 780 Fisherman Street, Suite 105.

1.2 CITY finds it necessary to seek a professional, full-service company to Demolish the Existing Layout and Build the Police Station at 780 Fisherman Street, Suite 105, within the City.

1.3 CITY issued RFP 23-0307100 ("RFP"), seeking a professional company with the knowledge and ability to perform the services sought.

1.3 At its meeting of April 26, 2023, CITY selected CONTRACTOR to perform services needed that will provide professional full services of a Demolition and Build company.

1.4 Contractor's firm will be responsible to Demolish the Existing Layout and Build the Police Station at 780 Fisherman Street, Suite 105, within the City. CONTRACTOR's project team agrees to demonstrate the necessary experience, skills, and understanding for services rendered pursuant to RFP No. 23-0307100.

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 23-0307100, 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 23-0307100.

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 23-0307100. The payment for services pursuant to this Agreement shall not exceed One Million Three Hundred Twenty-Three Thousand Eight Hundred Fifty Dollars ($1,323,850.00).

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 tortious 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 23-0307100, 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 extent CONTRACTOR 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.

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.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT TH E CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2821, OR BY MAIL: CITY OF OPA-LOCKA - CITY CLERK'S OFFICE, 780 FISHERMAN STREET, 4TH FLOOR. OPA-LOCKA FL 33054.

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_____, 2023.

_____
NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
RFP 23-0307100 ("RFP"),

City of Opa-locka

RFP NO: 23-0307100

REQUEST FOR PROPOSAL (RFP)

DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET, STE 105

CITY OF OPA-LOCKA
RFP NO. 23-0307100

DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET, STE 105

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CITY OF OPA–LOCKA
REQUEST FOR PROPOSALS
RFP NO: 23-0307100

DEMOLISH THE EXISTING LAYOUT AND BUILD
THE POLICE STATION AT 780 FISHERMAN STREET STE 105

Sealed Proposals to DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET STE 105 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, March 7, 2023 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 BUILD THE POLICE STATION AT 780 FISHERMAN STREET STE 105.**

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: 23-0307100** 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 **Thursday, February 16, 2023 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

To participate via Microsoft Teams, please use the information listed below:
Meeting ID: 299 519 198 203
Passcode: hJsFkV

Or call in (audio only)
+1 786-598-2011,,113727494# United States, Miami
Phone Conference ID: 113 727 494#

Joanna Flores, CMC
City Clerk

RFP NO. 23-0307100

DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT

780 FISHERMAN STREET STE 105

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 Build the Police Station at 780 Fisherman Street STE 105.**

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, March 7, 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. 23-0307100 – Demolish the Existing Layout and Build the Police Station at 780 Fisherman Street STE 105.** 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 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:

Project Description:

The project consists of, but is not limited to, the demolition of interior walls and objects, as well as the removal of interior finished floors, existing acoustic ceiling tiles, and lighting. Existing electrical wiring to be removed and pulled back to electrical panel. Lighting on exposed ceiling to remain. Existing Sinks to be removed and the water and drain lines to be capped. Mezzanine area to remain as depicted on drawings. Furniture, fixtures and other equipment to be removed and return to owner. Ducts and mechanical conduits to be removed up to the air handling unit. Air handling unit to remain in place. Electrical panels and switch gear to remain in place. Sprinkler lines and sprinkler heads to remain in place.

Scope of Work:

1. Demolition and Removal of Existing Interior Wall and Objects.

2. Removal of Interior Finished Floors.

3. Removal of Dropped Ceiling and Light Fixtures.

4. Area of work is 5,003 Square Feet.

The above description of the scope of work for this project is general & not all inclusive. Refer to drawings* & specifications for the complete scope to be provided.

Design Plans will be available upon request.

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	20
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	40
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. 23-0307100
PROPOSER QUALIFICATIONS

DEMOLISH THE EXISTING LAYOUT AND BUILD THE

POLICE STATIONAT

780 FISHERMAN STREET STE 105

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 ofsuch 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: 23-0307100

PRICE PROPOSAL FORM

DEMOLISH THE EXISTING LAYOUT AND BUILD

THE POLICE STATIONAT 780 FISHERMAN STREET STE 105

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:

MOBILIZATION/DEMOLITION/ DISPOSAL:	PRICE
1. Demo existing office walls as per the proposed plan	
2 . Remove flooring	
3. Remove HVAC Duct as per demo plan	
4. Remove all electrical wiring and light fixtures as per demolition plan	
5. Remove all plumbing fixtures as per demo plan	
6. Remove all doors and equipment as per demo plan	
7. Dispose all debris in an approved facility	

FRAMING/DRYWALL/CEILING WORK:	
1. Frame all rooms as per proposed plan	
2. Install new grid system for acoustical ceiling tiles 3. Install insulation in wall cavity as per the plan	
3. Install drywall as per proposed plan	
4. Complete drywall with level 5 finish	
5. Install Doors and Locks as per plan	

FLOORING/BASEBOARD/PAINT	
1. Install tiles as per plan	
2. Install baseboard as per the proposed plan	
3. Paint all walls, and door frame as per the approved color	

BULLET PROOF GLAZING/METAL DETECTOR/WINDOW TINT	
1. Install approved glazing as per the plan	
2. Install metal detector as per plan	
3. Tint all exterior windows as approved by the city	

ELECTRICAL/LIGHTING	
1. Run wiring as per the proposed plan	
2. Install UL Certified LED Fixtures	
3. Ru Plumbing necessary for HVAC system as per plan	
4. Upgrade the panels as per the plan	

FIRE SPRINKLER/FIRE ALARM	
1. Rearrange fire sprinkler heads as per plan	
2. Install new fire alarm system as per plan	

GRAND TOTAL	

SUBMITTED THIS _____ DAY OF _____ 2023.

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. 23-0307100

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: _____

Demolish the Existing Layout and Build the New Police Station at 780 Fisherman Street, Ste. 105

RFP#23-0307100

ADDENDUM-01

The deadline to submit proposals have changed. Please see the date below:

Date changed from March 7, 2023, 2023 at 1:00 p.m. to March 13, 2023 at 1:00 p.m.

Demolish the Existing Layout and Build the New Police Station at 780 Fisherman Street, Ste. 105

RFP#23-0307100

ADDENDUM-02

Please see the attached responses to questions submitted for RFP No. 23-0307100.

Project: 21-3004 Opa-locka Police Station Interior Renovation 100% Drawings Submittal REVIEW #1			
SHEET NO.	REVIEWER	COMMENTS / NOTES	RESPONSES
	Marcelo Arnedo MARVI BUILDERS LLC Manager	1. Please extend the due date for this project at least for 2 more weeks, as 15 consecutive days to prepare an educated bid is not enough, considering the complexity of the project.	Deadline has been extended
	Marcelo Arnedo MARVI BUILDERS LLC Manager	2. Please clarify why we are bidding on a set of plans with only a 90% progress and not a set of plans ready for permitting?.	These drawings have been approved by permitting
	Marcelo Arnedo MARVI BUILDERS LLC Manager	3. Please clarify when a 100% bidding set of drawings will be ready to circulate between offerors.	Addendum drawings shall be issued at a later time incorporating comments within this list of responses
	Marcelo Arnedo MARVI BUILDERS LLC Manager	4. Please clarify how long is the total construction schedule for this project.	90 days
	Marcelo Arnedo MARVI BUILDERS LLC Manager	5. Please clarify if any type of liquidated damages will be applicable to this project.	Please refer to RFP
	Marcelo Arnedo MARVI BUILDERS LLC Manager	6. Please clarify if plans have been submitted in a dry-run process for approval.	Yes. Already approved
	Marcelo Arnedo MARVI BUILDERS LLC Manager	7. Please clarify if any discount will apply or will be imposed on this contract. (Vg. Inspector General Discount, Prompt Payment Discount, User Access Program discount, etc.)	Not Discount
	Marcelo Arnedo MARVI BUILDERS LLC Manager	8. Please clarify how long the City takes to pay an invoice once the Requisition For Payment has been approved by the project manager.	30 days after approval of submitted invoice
	Marcelo Arnedo MARVI BUILDERS LLC Manager	9. Please clarify how long, usually takes the project manager to approve an invoice and send it to payment.	Please refer to the procurement policies found in our chapter
	Marcelo Arnedo MARVI BUILDERS LLC Manager	10. Please clarify if a jobsite meeting with the City's representative will be weekly or by weekly.	Meeting will be scheduled as necessary
	Marcelo Arnedo MARVI BUILDERS LLC Manager	11. Please clarify if an special inspector will be requested for this job. If so, please clarify who will take care of the Special Inspector fees, The City or the Contractor.	Contractor will assume all inspection and permit fees
	Marcelo Arnedo MARVI BUILDERS LLC Manager	12. Please clarify if any special wage must be paid to the employees. Just like Davis-Beacon, Miami Dade County Responsible Wages, Miami Dade County Living Wages, City of Miami living Wages, etc.	Not Applicable please refer to RFP
	Marcelo Arnedo MARVI BUILDERS LLC Manager	13. Please clarify if the cost of the master permit will be included in the construction cost or any type of special allowance will be issue for such item.	Contractor will assume all inspection and permit fees
	Marcelo Arnedo MARVI BUILDERS LLC Manager	14. Please clarify the procedure for all sub permits' costs.	Contractor will assume all inspection and permit fees
	Marcelo Arnedo MARVI BUILDERS LLC Manager	15. Please supply a site plan with the possible locations for dumpsters, temporary toilets, and staging area.	Staging Area will be provided once project has been awarded
	Marcelo Arnedo MARVI BUILDERS LLC Manager	16. Please clarify if the path to where the dumpster will be located must be protected on floor and walls.	Staging Area will be provided once project has been awarded
	Marcelo Arnedo MARVI BUILDERS LLC Manager	17. Please clarify if contractor's employees must get any type of badge to get access to the jobsite.	NO
	Marcelo Arnedo MARVI BUILDERS LLC Manager	18. Please clarify if free parking spaces will be available for the contractor and subcontractors near the jobsite or paid spaces will be needed.	Staging Area and parking will be provided once project has been awarded
	Marcelo Arnedo MARVI BUILDERS LLC Manager	19. Please clarify if contractor and subcontractor will be able to use the building restrooms or temporary toilets will be needed.	Contractor will be able to utilize building facilities
	Marcelo Arnedo MARVI BUILDERS LLC Manager	20. Please clarify if a performance and payment bond will be requested for this job.	Please refer to RFP
	Marcelo Arnedo MARVI BUILDERS LLC Manager	21. Please clarify if a bid bond will be requested for this job.	Please refer to RFP
	Marcelo Arnedo MARVI BUILDERS LLC Manager	22. Please supply the City's budget for this job.	Please refer to RFP
	Marcelo Arnedo MARVI BUILDERS LLC Manager	23. It is not clear from the RFP if the pre-bid meeting was mandatory or not. If it was mandatory, please circulate the list of the contractor that were present (virtually or in person) at such meeting and are allowed to bid.	List has been provided as part of an addendum
	Marcelo Arnedo MARVI BUILDERS LLC Manager	24. It is not clear in the solicitation documents if the proposals can be submitted via Demandstar only, personally at the City only, or both types of submission will be required at the same time. Please clarify.	Please refer to RFP
	Marcelo Arnedo MARVI BUILDERS LLC Manager	25. Please clarify if temporary power and temporary water for construction will be supplied by the City or the selected contractor must bring a generator for the power and a hydrant meter to get water.	Contractor shall provide generator for power and a water meter

	Marcelo Arnedo MARVI BUILDERS LLC Manager	26. RFP Documents received for this solicitation state on point "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." Please clarify why the City is requesting experience in elevator when there are no elevators involved in this job.	This is a typo references must be for similar jobs performed for a governmental agency
	Marcelo Arnedo MARVI BUILDERS LLC Manager	27. On Plan II, "General Demolition and Restauration Notes" states that "THE DEMOLITION AND RESTORATION OF THE BUILDING PLANS FOR THIS PROJECT ARE GENERAL IN NATURE AND INDICATE APPROXIMATE EXISTING CONDITIONS AT THE PROJECT SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISUAL FIELD VERIFICATION OF CONDITIONS AND QUANTITIES AND NOTIFY IN WRITING THE A/E AND THE CITY OF OPA-LOCK OF DISCREPANCIES FOUND DURING THE BIDDING FOR THEIR POSSIBLE INCORPORATION VIA ADDENDUM. FAILURE ON THE PART OF PROSPECTIVE CONTRACTORS TO COMPLY WITH THE ABOVE MENTIONED MANDATE SHALL NOT ENTITLE THE AWARDED CONTRACTOR TO ADDITIONAL COSTS AFTER BID AWARD." Having this note in mind, please let us know when the site visit will be scheduled.	Field Visit must be solicited in writing by the bidder
	Marcelo Arnedo MARVI BUILDERS LLC Manager	28. Following the award system selected by the City, it is understood that the lower responsible bidder may not be awarded. Please comment.	City reserves the right to select must responsive contractor which meets the City requirements
	Marcelo Arnedo MARVI BUILDERS LLC Manager	29. On Plan II, "General Notes" "point # 12 states that: "CONTRACTOR ACKNOWLEDGES THAT HE HAS INFORMED HIMSELF FULLY REGARDING REQUIREMENTS OF DRAWINGS, SPECIFICATIONS, & REGULATIONS PERTAINING TO THE PROJECT. SPECIFICATIONS AND DRAWINGS ARE COMPLEMENTARY, AND WHAT IS CALLED FOR BY ONE IS AS BINDING AS IF CALLED FOR BY ALL. VISIT SITE OF WORK. COMPARE REQUIREMENTS OF DRAWINGS AND SPECIFICATIONS AND BECOME FAMILIAR WITH EXISTING CONDITIONS UNDER WHICH WORK OF CONTRACT IS TO BE PERFORMED, INCLUDING TOPOGRAPHY, APPROACHES AND IMPROVEMENTS ON OR ABOUT SITE." Having this note in mind, please let us know when the site visit will be held.	Field Visit must be solicited in writing by the bidder
	Marcelo Arnedo MARVI BUILDERS LLC Manager	30. Please circulate a plan showing all the fire walls at the project and where all penetrations must be treated.	Please refer to Demolition Plans provided.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	31. Life safety plan is showing location for the fire extinguishers, please specify the fire extinguishers' cabinets.	Fire extinguishers to be semi-recessed. Specs attached.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	32. Please clarify if a fire watch during working hours or during after working hours will be requested as the building will have the working area with no fire alarm and with the fire sprinkler system intermittently working.	Please refer to RFP
	Marcelo Arnedo MARVI BUILDERS LLC Manager	33. Please supply a life safety temporary plan for construction process. Showing how many extinguishers will be requested and where they will be located.	General Contractor to provide
	Marcelo Arnedo MARVI BUILDERS LLC Manager	34. Please clarify the minimum OSHA requirements for all employees, 5 Hrs. or 10 Hrs. OSHA course passed.	Please refer to RFP
	Marcelo Arnedo MARVI BUILDERS LLC Manager	35. Following the demolition plan AD 101, the only demolition work is as follows: a) Remove a mezzanine, b) cap 4 plumbing lines and c) remove a glass to be replaced by a louver. Please comment about this as at RFP for the project in the part II "project description" we can read as follows: "THE PROJECT CONSISTS OF, BUT IS NOT LIMITED TO, THE DEMOLITION OF INTERIOR WALLS AND OBJECTS, AS WELL AS THE REMOVAL OF INTERIOR FINISHED FLOORS, EXISTING ACOUSTIC CEILING TILES, AND LIGHTING. EXISTING ELECTRICAL WIRING TO BE REMOVED AND PULLED BACK TO ELECTRICAL PANEL. LIGHTING ON EXPOSED CEILING TO REMAIN. EXISTING SINKS TO BE REMOVED AND THE WATER AND DRAIN LINES TO BE CAPPED. MEZZANINE AREA TO REMAIN AS DEPICTED ON DRAWINGS. FURNITURE, FIXTURES AND OTHER EQUIPMENT TO BE REMOVED AND RETURN TO OWNER. DUCTS AND MECHANICAL CONDUITS TO BE REMOVED UP TO THE AIR HANDLING UNIT. AIR HANDLING UNIT TO REMAIN IN PLACE. ELECTRICAL PANELS AND SWITCH GEAR TO REMAIN IN PLACE. SPRINKLER LINES AND SPRINKLER HEADS TO REMAIN IN PLACE".	Demolition Plans have been provided please refer to them Complete Demo Work under separate permit. Permit #: 22090028
	Marcelo Arnedo MARVI BUILDERS LLC Manager	36. Please specify the mezzanine to be demolished, including dimensions and materials.	Refer to Demo Set provided
	Marcelo Arnedo MARVI BUILDERS LLC Manager	37. Please supply existing as built plans for mechanical, electrical and plumbing as many items to demolish can be concealed at the ceiling (just like mechanical ductwork or electrical piping) and will not be able to be seen at the site visit.	Owner to provide as-built drawings.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	38. Please clarify any special requirement for the areas with no ceiling, specially from the MEP engineer. Vg, Inner insulation for air ductwork, spiral ductwork, electrical pipes aligned, etc.	For Electrical - All light fixtures to be tandem ceiling mount, run conduit as clean and straight as possible. For HVAC – All exposed ductwork shall be internally insulated double wall round or rectangular duct.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	39. Please clarify if all fire alarm wiring can be free wiring or must be placed in pipes.	All fire alarm wiring shall be in conduit. Please note: 1. ALL FIRE ALARM DEVICES ARE NEW UNLESS OTHERWISE NOTED 2. THE BATTERY BACK UP FOR ALARM AND SUPERVISORY FUNCTIONS SHALL BE ADEQUATE TO PROVIDE POWER AS REQUIRED BY CODE. 3. THE FIRE ALARM CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO SUBMITTAL TO BUILDING DEPARTMENT, SIGNED AND SEALED SHOP DRAWINGS AND CALCULATIONS BY A LICENSED FLORIDA PROFESSIONAL ENGINEER FOR FIRE ALARM SYSTEM. THE ALARM PANEL PRIOR TO COMMENCING WORK ON THE FIRE ALARM SYSTEM. 4. CONTRACTOR SHALL NOTIFY TO THE OWNER OR OWNERS REPRESENTATIVE AND A/E OF ANY EXISTING ALARM, SUPERVISORY OR TROUBLE CONDITION IN FIRE ALARM PANEL SHALL BE CLEARED OF ALL TROUBLES BEFORE COMMENCING WORK.

	Marcelo Arnedo MARVI BUILDERS LLC Manager	40. The distance between the inner side of concrete slab (at the ceiling) and the acoustical ceiling elevation, does not seem to be enough for all ductwork and piping needed to run. (If ceiling is at 11'-0" and the inner side of the concrete deck is located at 13'-0", less than 24" is not enough for the ductwork and piping to run) Please clarify.	Drawings to be updated stating ceiling height to be 9'-6" allowing a clearance of 3'-6" for any mechanical ductwork and piping.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	41. Please clarify the general note found at the bottom right side of plan A-103 stating that **"EXISTING TRUSS DIRECTION AND SPACING SHALL BE VERIFIED IN FIELD BY GENERAL CONTRACTOR PRIOR TO COMPLETING ANY CEILING MODIFICATIONS INCLUDING INSTALLATION OF CEILING FIXTURES AND MECHANICAL EQUIPMENT.** If that is the case, please submit a plan showing the existing trusses, spacing and direction, as it would be very possible that they will interfere with the new ductwork requested.	Drawings to be updated - Note removed.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	42. Please clarify the note on plans A-101, A-102 and A-103 stating: **"Interior buildout by other".** Please mention what part of the work will not be done by the contractor in such area. (demolition, flooring, baseboards, HVAC, lighting, paint, drywall, low voltage, telephone, fire sprinklers, fire alarm, etc.).	"Interior Buildout by Other" Area Not In Scope.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	43. In our previous experience working with Police Stations, an evidence vault was always within the scope of work. If done in the future, several elements of this project will be discarded and very expensive modifications will have to be done. Please consider.	No evidence vault included in this scope of work.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	44. Please clarify who will supply and install all the furniture and millwork (with the exception of the kitchen cabinets that the contractor must supply and install).	Supplied by Owner
	Marcelo Arnedo MARVI BUILDERS LLC Manager	45. It is not clear on plans where must the data and telephone wires been taken to. If they will be run to the Communication Room, let us know the rack location. If not, please circulate a plan with this information, specially the distance between the jobsite and the telephone room and the distance from the jobsite and the IT room.	Rack has been added to Comm. Room
	Marcelo Arnedo MARVI BUILDERS LLC Manager	46. Please confirm the quantity of Tel / data outlets, following the general note on plan E 2.01	We suggest 30 data outlets in the shown locations, but final quantity and location needs to be confirmed by architect/owner
	Marcelo Arnedo MARVI BUILDERS LLC Manager	47. Please clarify who will supply the rack and the patch panels for the Communication Room.	Supplied by Owner
	Marcelo Arnedo MARVI BUILDERS LLC Manager	48. MEP engineer placed electrical panels "A" and "A2" at the mechanical room. Having in mind the dimensions of the AHU-2 those panels must be removed from that location. Please comment on this.	Panels were moved to storage area
	Marcelo Arnedo MARVI BUILDERS LLC Manager	49. All specs are missing for this project, please supply a spec-book that includes each component of the project.	Necessary specs sheets to be included in updated set of drawings.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	50. Please clarify if a test and balance will be requested on this project. If the answer is yes, please let us know who will be responsible for it.	Yes, the HVAC system shall be tested, adjusted, and balanced by a licensed Engineer or a company with current certification from a recognized testing and balancing agency in accordance with generally accepted Engineering Standards. The general contractor is responsible for it.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	51. Please clarify if the ductless Split System AHU/CU-3 will be connected to the EMS of the building.	No EMS to our knowledge.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	52. Please clarify if there is an actual EMS system in place in the building.	No EMS to our knowledge.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	53. Please supply the fire alarm monitor (contractor) in charge of the building, as they must do the fire alarm work at this location and program the full system.	Information will be provided once contract is awarded
	Marcelo Arnedo MARVI BUILDERS LLC Manager	54. In order to attach the new CU's stands to the roof structure, please let us know if the roof has lightweight concrete or regular board insulation. Also, please let us know the roof's structural deck material. (concrete, metal deck, etc.)	Owner to provide as-built drawings once contract is awarded
	Marcelo Arnedo MARVI BUILDERS LLC Manager	55. Please let us know the distance between AHU's at first floor and CU's at the roof of the building, having in mind that the diameter of the piping is directly related with the distance.	The refrigerant piping size and length shall be by the manufacturer's recommendation.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	56. As all existing (HVAC) piping must be removed, please let us know if there is an existing plenum that we have to open in all floors (levels) to run the new pipes, or we will have to route the pipes through partitions at every single level of the building. For this work, every level of the building will be affected by the work.	The existing plenum for every floor shall be verified on the field.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	57. To run new refrigerant lines through the roof slab please let us know if the slab is post tensioned and X rays are needed or is not post tensioned and we can drill it.	The post tension and X ray shall be verified on the field.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	58. The MEP (plumbing) engineer did not designed a condensate discharge for the AHU-3 (mini split system). Please let us know how this system will be discharged.	The Condensate discharge from the mini split will have a pump and will either connect to the nearest existing condensate line in the building or discharge to the closest exterior and discharge into a drywell.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	59. Please supply the NOA or FPA for the existing storefront system in order to install the new desired exterior door.	Existing Door to remain
	Marcelo Arnedo MARVI BUILDERS LLC Manager	60. For all doors, please specify the door type (HC or SC) and finish (pine, birch, wenge, etc.).	Interior Doors to be HC, Pine Finish
	Marcelo Arnedo MARVI BUILDERS LLC Manager	61. For all sidelights glazing, please specify the thickness, the characteristics (tempered non-impact, impact tempered, etc.)	Side lights to be laminated glass

	Marcelo Arnedo MARVI BUILDERS LLC Manager	62. For all doors please specify the hardware, what was given with the schedule of "Door Hardware Set" is not enough, vg. panic devises, that must be installed at any exit door (fire escape door), are not required on plans. Self-closing systems, required at any door with card reader, are not required on plans, etc. Please populate the hardware requirements for each type of door.	Hardware to be provided by Contractor. All door widths shall be revised to be 3'-4" rough opening and 3ft clear opening. All doors to have locks appropriate to serving space such as as office lockset (Schlage AK50PD), and storeroom lockset (Schlage AL80PD). All left-hand and right-hand swing office doors to have wall stops (IVE WS406/407CCV). All exit doors to have Panic Hardware (Von Purin 9874-NL-OP-110MD) and door closers (LCN 4040XP-18PA). Mortise cylinder (Schlage 30-016) and Rim Housing (Schlage 20-079) where appropriate. Doors 022 and 019 to have gasketing for air-tight seal (Zero 188SBK 17FT PSA). Hardware finished to be brushed nickle finish. Hardware substitutions of equally approved products can be reviewed for approval by Architect of Record. Drawings will be updated
	Marcelo Arnedo MARVI BUILDERS LLC Manager	63. For doors' with card readers, please specify the card readers type brand and model in the "Door Hardware Set", the company Avigilon, named on plans, works with several types of locks and each lock has an special characteristic that must be reflected on the plans.	Please refer to RFP
	Marcelo Arnedo MARVI BUILDERS LLC Manager	64. For the doors with card readers, have in mind that usually they have special "power hinges" and a hole between the power hinge and the lock. All these items (if they are included) must be described at the door schedule. Please clarify.	Power hinges to be included in door hardware
	Marcelo Arnedo MARVI BUILDERS LLC Manager	65. Following the door schedule on Page A 5.01, most of the wood doors must be inserted in a wood frames, however, all given details for doors (on Page A5.02) are intended for metal or aluminum frames, please clarify. If the wood frame is correct, please supply the desired shape for door casings.	Aluminum framing to remain.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	66. For Door # 026, please supply NOA or FPA.	NOA No.19-0708.04 or Similar Approved.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	67. Please confirm that you want hallow metal doors in aluminum frames as noted on Doors 004 and 012.	Confirmed - Hallow metal doors in aluminum frames.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	68. Please clarify the note "provided by manufacturer" in the "doors and frame schedule" as the manufacturer will provide whatever is requested, and if not requested, they will provide nothing, or certainly, not what is whished by the customer. Specially regarding the door material, the glaze desired and the door hardware. Pleasespecify.	Hardware to be provided by Contractor. All door widths shall be revised to be 3'-4" rough opening and 3ft clear opening. All doors to have locks appropriate to serving space such as as office lockset (Schlage AK50PD), and storeroom lockset (Schlage AL80PD). All left-hand and right-hand swing office doors to have wall stops (IVE WS406/407CCV). All exit doors to have Panic Hardware (Von Purin 9874-NL-OP-110MD) and door closers (LCN 4040XP-18PA). Mortise cylinder (Schlage 30-016) and Rim Housing (Schlage 20-079) where appropriate. Doors 022 and 019 to have gasketing for air-tight seal (Zero 188SBK 17FT PSA). Hardware finished to be brushed nickle finish. Hardware substitutions of equally approved products can be reviewed for approval by Architect of Record. Drawings will be updated
	Marcelo Arnedo MARVI BUILDERS LLC Manager	69. Please confirm that all doors will be special order with 7'-2" slab and 2" header frame for a total of 7'-4". If you change all doors to 7'-0" slab and 2" header frame for a total of 7'-2" you will probably save some money. Please comment.	Confirmed - Door sizes shall be revised 7'-0" doors with 2" header.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	70. The SKU number given for the vinyl composite tile @ LL Flooring, is for laminate floor plank. Please comment.	SKU 10047180, or similar substitute product may be submitted to Architect of Record for approval
	Marcelo Arnedo MARVI BUILDERS LLC Manager	71. Please confirm that no insulation is required for all new partitions, following the partition's detail plan A 4.01.	Drawings to be updated with a partition detail to include insulation - Refer to Sheet A-401
	Marcelo Arnedo MARVI BUILDERS LLC Manager	72. Please clarify who will supply kitchen appliances. If the contractor will supply them, please provide make and model for each appliance.	Supplied by Owner
	Marcelo Arnedo MARVI BUILDERS LLC Manager	73. Please clarify who will supply the 60" TV's, the hanging arm and sound system for them.	Supplied by Owner
	Marcelo Arnedo MARVI BUILDERS LLC Manager	74. Please clarify who will supply the ceiling hanging projector, the hanging arm and sound system for it.	Supplied by Owner
	Marcelo Arnedo MARVI BUILDERS LLC Manager	75. The mechanical ductwork is requesting a fresh air connection outside the area of work. The ceiling in that area will be demolished for the new ductwork. Please comment.	Demolition and Repair to match, shall be part of the GC's scope of work.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	76. Please supply specs for the acoustical panel at the platform.	Acoustics America 1" Thick Acoustic Panel Colors Full Moon Silver and Natural Stone Grey - Drawing updated withspecs.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	77. Please clarify if there is a basement underneath the working space as several areas of concrete slab must be demolished to accommodate electrical piping, or plumbing piping.	No basement underneath. See as-built drawings provided by the city.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	78. If no basement underneath the working area, please submit a structural detail showing how the concrete slab will be patched.	Structural detail for concrete patch will be provided at the start of construction.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	79. A trench for an electrical piping that will feed the junction boxes for the metal detector must be done. The metal detectors are outside the new flooring area, please clarify how will the outside floor be patched, please supply the floor type.	Metal detector power to be fed from ceiling.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	80. Please clarify the level of drywall finish desired.	Level 4 drywall finish
	Marcelo Arnedo MARVI BUILDERS LLC Manager	81. The finish schedule is requesting ceilings at 10'-0" while reflecting ceiling plan is asking for ceilings at 11'-0". Please clarify.	Drawings to be updated stating ceiling height to be 9'-6" allowing a clearance of 3'-6" for any mechanical ductwork and piping.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	82. Please confirm that all opened areas with no ceilings will not receive any type of paint either at the structure, HVAC ducts, pipes, etc.	All exposed ceilings to be painted with Sherwin Williams B42B81 Color to match existing.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	83. The acoustical ceiling tile named on Plan A 103 is a tile 24"x 48". Please clarify where must be installed this type of tile.	Only 24" x 24" acoustic ceiling tiles - 8494 PB or similar approved, 1920 in White (WH.) Disregard 8495 PB since it will not be used.

	Marcelo Arnedo MARVI BUILDERS LLC Manager	84. Please define the grid hanging system for the acoustical ceiling.	8494 PB to be matched with white 7300 Prelude XL 15/16" Exposed Tee and 7376 Continuous Load Path (CLP) with CLP7301 component, or similar approved products.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	85. The acoustical ceiling tyle 8494PB (24 x 24) is out stock at the factory (Armstrong). Please supply an alternate.	Approved equal is acceptable with corresponding backup information, 1920 in White (WH.)
	Marcelo Arnedo MARVI BUILDERS LLC Manager	86. Please supply a detail for the dropped hard ceiling (drywall) including the desired framing (1 5/8" or 3 5/8"), sheetrock thickness, etc.	Drywall ceiling to be 3-5/8" Stud framing with 1/2" Drywall. Drawings to b updated to include details.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	87. Electrical plans are showing card reader detached from the door locks. Please clarify if card readers will be integrated with the door locks orseparated.	Card reader to be integrated to door locks. All doors to have open access when opened from inside of the room.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	88. Plumbing plans have an instant-hot water heater. Electrical plans do not have it, and there is not circuit from any panel to feed it. Please clarify.	Added to E-201, and to panel A
	Marcelo Arnedo MARVI BUILDERS LLC Manager	89. Please supply specs for the instant-hot water heater, kitchen sink and kitchen faucet.	Insta hot to be a Chronomite model #CM-20L/208v 4.1kw 20 amps
	Marcelo Arnedo MARVI BUILDERS LLC Manager	90. After reviewing the millwork plan, is not clear the material requested for the cabinets. Please clarify if it is ¾"plywood.	It is 3/4" plywood.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	91. The M7 and M6 finishes referenced on millwork plans have no correlation with any finish schedule. Please clarify.	Notes on Drawings to be updated - refer to Sheet A-201
	Marcelo Arnedo MARVI BUILDERS LLC Manager	92. For the kitchen millwork, please clarify if Formica will be the finish. If so, please supply the pattern number.	Formica - 932 Antique White Finish
	Marcelo Arnedo MARVI BUILDERS LLC Manager	93. Please clarify if for kitchen cabinets, the interior of the cabinets will be melamine or Formica.	Formica - 932 Antique White Finish
	Marcelo Arnedo MARVI BUILDERS LLC Manager	94. Please specify the requirement for kitchen drawers, full pull out or not, slow motion or not, Blum hardware or not, Blum hinges or not, etc.	Full pull out, soft close, 5" Bar handles.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	95. Kitchen details are calling for 5" backsplash, however, the drawings are showing a full backsplash, please clarify.	Drawings to be updated - note added - Floor & Décor Meringue II Matte Ceramic Tile 3 x 12 SKU: 100655307 for full backsplash.
	Marcelo Arnedo MARVI BUILDERS LLC Manager	96. Please specify the back splash.	Floor & Decor SKU: 100655307
	Marcelo Arnedo MARVI BUILDERS LLC Manager	97. If lighting fixtures marked as "A" will be installed at 11'-11" (as per A 301 elevation) they will interfere with all the ductwork. Please comment.	Ceiling to be lowered to 9'6" above finished floor
	Marcelo Arnedo MARVI BUILDERS LLC Manager	98. Please clarify who will supply the lectern. If contractor, please submit specifications.	They are shown on plan E-201 as regular receptacles, architect to specify lectern. Supplied by Owner
	Marcelo Arnedo MARVI BUILDERS LLC Manager	99. The sound system for the projector, TV, microphone, lectern, etc. is missing at this project. Please clarify.	Supplied by Owner

Demolish the Existing Layout and Build the New Police Station at 780 Fisherman Street, Ste. 105

RFP#23-0307100

ADDENDUM-03

Please see responses to all questions asked to date.

1. Circulate all plans and specifications mentioned as "to be distributed" by Addendum # 2.
   Plans are part of the link previously provided with the OLPD conform set.

2. A site visit. Please send date and time of the visit.
   The site visit will be held on Friday, March 10, 2023 at 11:00 a.m.

3. Time extension to review the given answers, allowing us to visit the jobsite and to receive the promised plans and specifications (Addendum # 2).
   Due to the time constraints of the project, the city cannot extend a further extension for RFP No. 23-0307100.

CONSUMER INFO

Can you get a Pub Sub delivered from Publix? What supermarkets will and won't bring

BY JEFF KLEINMAN
jkleinman@miamiherald.com

Miami Herald File

Kroger is now delivering groceries in parts of Central Florida and has expanded into South Florida.

During the height of the pandemic, grocery delivery saw a boom in business.

People hesitant to walk into a crowded store, masked or not, discovered Instacart, Amazon and other services.

But even with supermarkets and their customers now back to the usual foot traffic, many shoppers have come to rely on groceries brought right to their front door.

Winn-Dixie boosted its home delivery.

Walmart started a new service that puts items right in your fridge.

And Kroger opened warehouses and started home delivery across Florida.

Instacart's personal shopper system has expanded its offerings.

According to Brick Meets Click, which follows digital trends in the grocery industry, the percentage of U.S. households that used online grocery delivery has grown a bunch.

In August 2019, 6% of the households opted for online grocery deliveries. In September 2021, that figure was 18%, according to Brick Meets Click.

Here's a guide on what to know about grocery deliveries:

CAN YOU ORDER A PUB SUB FOR DELIVERY?

You don't have to wait in line at the Publix Deli for your beloved Pub Sub.

Customized Pub Subs can be ordered for delivery through Instacart. Of course, the experience won't be the same as watching the deli worker layer on the meat, cheese and veggies as you direct the proceedings.

And who knows what that mayo-soaked bread will taste like when it gets to your home.

But still ... You can make your own sub digitally (extra olives, no hot peppers, please) and have it brought right to your home or work.

Beware: There is a minimum Instacart order as well as a membership fee.

CAN YOU GET BOOZE DELIVERED FROM INSTACART?

Want a drink to go with your Pub Sub?

Publix will deliver alcohol through Insacart. Just make sure you have your ID for the delivery driver, even if you look like a middle-age adult.

And if you are in a further party mood, you can also order flowers and cake.

IF YOU DON'T LIKE PUBLIX, DOES INSTACART DELIVER FROM OTHER STORES?

In addition to Publix, Instacart partners with Albertsons, Aldi, Costco, CVS, Sam's Club and Sprouts Farmers Market.

CAN YOU VISIT A KROGER IF YOU DON'T WANT DELIVERY?

Kroger, the Ohio-based grocery giant now, has a delivery presence in South Florida and other parts of the state — but the company does not have brick-and-mortar stores here.

Kroger's Opa-locka hub

SEE SUPERMARKETS, 11SW

CITY OF OPA-LOCKA
REQUEST FOR PROPOSALS
RFP NO: 23-0307100

DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET STE 105

Sealed Proposals to DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET STE 105 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, March 7, 2023 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 BUILD THE POLICE STATION AT 780 FISHERMAN STREET STE 105.**

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: 23-0307100** 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 **Thursday, February 16, 2023 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

To participate via Microsoft Teams, please use the information listed below:
Meeting ID: 299 519 198 203
Passcode: hJaFkV

Or call in (audio only)
+1 786-598-2011,,113727494# United States, Miami
Phone Conference ID: 113 727 494#

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
REQUEST FOR PROPOSALS
RFP NO: 23-0307200
SESAME STREET CULVERT REPLACEMENT

Sealed Proposals to REPLACE THE SESAME STREET CULVERT 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, March 7, 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:

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Office of the City Clerk
780 Fisherman St,4th FL
Opa-locka, FL 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 SESAME STREET CULVERT REPLACEMENT.**

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: 23-0307200** 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 **Thursday, February 16, 2023 at 10:30 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

To participate via Microsoft Teams, please use the information listed below:
Meeting ID: 267 461 956 196
Passcode: vjA5Zo

Or call in (audio only)
+1 786-598-2011,,379605695# United States, Miami
Phone Conference ID: 379 605 695#

Joanna Flores, CMC
City Clerk

CITY OF OPA–LOCKA
REQUEST FOR PROPOSALS
RFP NO: 23-0307200
SESAME STREET CULVERT REPLACEMENT

Sealed Proposals to REPLACE THE SESAME STREET CULVERT 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, March 7, 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
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780 Fisherman St,4th FL
Opa-locka, FL 33054

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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: 23-0307200** 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 **Thursday, February 16, 2023 at 10:30 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

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Meeting ID: 267 461 956 196
Passcode: vJA5Zo

Or call in (audio only)
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Phone Conference ID: 379 605 695#

Joanna Flores, CMC
City Clerk

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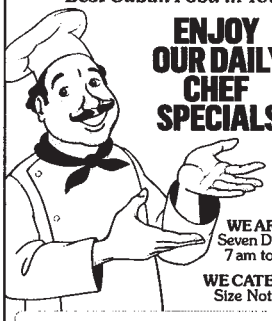

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KI DWE FÈT LENDI 27 FEVRIYE 2023
NAN VIL MIAMI, FLORID
DAPRÈ REZOLISYON NIM. R-23-0001

Nou fè tout moun konnen va gen yon Eleksyon Espesyal ki va fèt lendi 27 fevriye 2023, soti 7:00 AM rive 7:00 PM, nan Vil Miami, Florid, nan biwo elektoral plizyè biwo vòt ke Sipèvizè Eleksyon Konte Miami-Dade la deziyen, kote elektè kalifye ki ap patisipe nan eleksyon an va vote pou eli yon Komisyonè Vil nan Biwo Distrik 2 Vil Miami, Florid.

Votè ki vle itilize yon Bilten Vòt pou Vote pa Lapòs pou patisipe nan Eleksyon Espesyal la dwe vote avèk Bilten Vòt pou Vote pa Lapòs yo dapre dispozisyon lwa Eta Florid. Tanpri, kontakte Depatman Eleksyon Konte Miami-Dade pou asire ke demann Bilten Vòt pou Vote pa Lapòs ou a pa t ekspire. Depatman Eleksyon Miami-Dade dwe resevwa yon demann pou yon Bilten Vòt pou Vote pa Lapòs ke yo dwe voye pa lapòs bay yon votè pa pi ta pase 5:00 PM nan 10yèm jou anvan eleksyon an. Pou plis enfòmasyon konsènan vote avèk Bilten Vòt pou Vote pa Lapòs, kontakte Depatman Eleksyon Konte Miami-Dade nan (305) 499-8683 oswa vizite www.iamelectionready.org.

Pou plis enfòmasyon konsènan Eleksyon Espesyal pou Komisyonè Vil Distrik 2 a, tanpri vizite http://miamigov.com/elections oswa kontakte Biwo Grefye Vil la nan Vil Miami pa imel nan City-Campaigns@miamigov.com oswa 305-250-5361.

Todd B. Hannon
Grefye Vil
Anons. Nim 40235

CITY OF OPA–LOCKA
REQUEST FOR PROPOSALS
RFP NO: 23-0307100

DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET STE 105

Sealed Proposals to DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET STE 105 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, March 7, 2023 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 BUILD THE POLICE STATION AT 780 FISHERMAN STREET STE 105.**

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: 23-0307100** 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 **Thursday, February 16, 2023 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

To participate via Microsoft Teams, please use the information listed below:
Meeting ID: 299 519 198 203
Passcode: hJsFkV

Or call in (audio only)
+1 786-698-2011,,113727494# United States, Miami
Phone Conference ID: 113 727 494#

Joanna Flores, CMC
City Clerk

MIAMI-DADE COUNTY PUBLIC SCHOOLS

TEACHER OF THE YEAR

PHOTOS: ALIE SKOWRONSKI askowronski@miamiherald.com

Right: Don Clerveaux, a science and social studies teacher at Phyllis Ruth Miller Elementary, 840 NE 87th St. near Miami Shores, speaks after being named the 2024 Francisco R. Walker Teacher of the Year during a ceremony at the DoubleTree by Hilton Hotel Miami Airport and Convention Center on Jan. 31. Clerveaux, 45, received $5,500 and now advances to the statewide competition later this year. At left: On their way into the ceremony, people pass photos of the finalists, who included: Monique Bryant Clayton, 47, an educator at C.O.P.E. Center North in West Little River, the Teacher of the Year runner-up; Vanessa Radice, 40, an exceptional-student education teacher at Hialeah-Miami Lakes Senior High; and Khristal Gooding, 42, a history teacher at Robert Morgan Educational Center in southwest Miami-Dade,

CITY OF OPA-LOCKA
REQUEST FOR PROPOSALS
RFP NO: 23-0307200
SESAME STREET CULVERT REPLACEMENT

Sealed Proposals to REPLACE THE SESAME STREET CULVERT 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, March 7, 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 St,4th FL
Opa-locka, FL 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 SESAME STREET CULVERT REPLACEMENT.**

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: 23-0307200** 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 **Thursday, February 16, 2023 at 10:30 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

To participate via Microsoft Teams, please use the information listed below:
Meeting ID: 267 461 956 196
Passcode: vJA5Zo

Or call in (audio only)
+1 786-598-2011,,379605695# United States, Miami
Phone Conference ID: 379 605 695#

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
REQUEST FOR PROPOSALS
RFP NO: 23-0307100

DEMOLISH THE EXISTING LAYOUT AND BUILD
THE POLICE STATION AT 780 FISHERMAN STREET STE 105

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CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

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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.

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A pre-bid meeting will be held on **Thursday, February 16, 2023 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

To participate via Microsoft Teams, please use the information listed below:
Meeting ID: 299 519 198 203
Passcode: hJsFkV

Or call in (audio only)
+1 786-598-2011,,113727494# United States, Miami
Phone Conference ID: 113 727 494#

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
REQUEST FOR PROPOSALS
RFP NO: 23-0307100

DEMOLISH THE EXISTING LAYOUT AND BUILD THE POLICE STATION AT 780 FISHERMAN STREET STE 105

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CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

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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.

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+1 786-598-2011,,113727494# United States, Miami
Phone Conference ID: 113 727 494#

Joanna Flores, CMC
City Clerk

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Mystic Pointe Tower 100 - Unit 910 $695,000
View, view, view! Corner residence with direct Ocean and Intracoastal views! 1353 sf – Sold turnkey!

Mystic Pointe Tower 300 - Unit 107 $650,000
Renovated lanai residence with open kitchen! 1353 sf – 2 bd/2 ba | Five Star Amenities!

Hamptons West - Unit 2309 $640,000
Direct Golf and Lake Views in this Spacious 1560 sf - 2 bd/ 2 ba unit! Unsurpassed Hamptons Lifestyle!

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DENISE RUBIN Group
COLDWELL BANKER REALTY

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CITY OF MIAMI BEACH

AD HOC ADVISORY CHARTER REVIEW AND REVISION BOARD MEETING NOTICE

FEBRUARY 6, 2023 AT 5:00 P.M.

Pursuant to Section 8.01 of the Miami Beach Charter, a review of the Charter shall occur, every ten years. The Ad Hoc Advisory Charter Review and Revision Board has been formed for the purpose of reviewing the City Charter, seeking public input thereon, and eventually presenting its recommendations to the City Commission.

NOTICE IS HEREBY given that on **February 6, 2023**, commencing at 5:00 p.m., the Ad Hoc Advisory Charter Review and Revision Board will meet at Beach City Hall, 1700 Convention Center Drive, 3rd Floor Commission Chamber, Miami Beach, FL 33139.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the Ad Hoc Advisory Charter Review and Revision Board, c/o the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of related items are available for public inspection during normal business hours in the Office of the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting, or any item therein, may be continued, and under such circumstances, additional legal notice need not be provided.

The public may submit written comments by sending an email to CityClerk@miamibeachfl.gov by 5:00 p.m. the day before the Ad Hoc Advisory Charter Review and Revision Board Meeting. Please identify the Agenda Item Number in the email subject line. Emails received will be forwarded to the Ad Hoc Advisory Charter Review and Revision Board members and will be included as a part of the meeting record.

Before every Ad Hoc Advisory Charter Review and Revision Board meeting, an Agenda and backup materials are published. The Agenda and backup materials are available on the City's website: https://www.miamibeachfl.gov/city-hall/city-clerk/agenda-archive-main-page-2/. For additional information on the Ad Hoc Advisory Charter Review and Revision Board, please visit: https://www.miamibeachfl.gov/city-hall/city-clerk/boards-and-committees/charter-review-committee-2023/

To request this material in an alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any City-sponsored proceedings, call 305.604.2489 and select option 6; TTY users may call via 711 (Florida Relay Service).

Rafael E. Granado, City Clerk
City of Miami Beach
CityClerk@miamibeachfl.gov
305.673.7411

MIAMIBEACH

AD: 02062023-01

AVI ELEKSYON ESPESYAL
POU ELI YON KOMISYONÈ VIL NAN BIWO DISTRIK 2
KI DWE FÈT LENDI 27 FEVRIYE 2023
NAN VIL MIAMI, FLORID
DAPRÈ REZOLISYON NIM. R-23-0001

Nou fè tout moun konnen va gen yon Eleksyon Espesyal ki va fèt lendi 27 fevriye 2023, soti 7:00 AM rive 7:00 PM, nan Vil Miami, Florid, nan biwo elektoral plizyè biwo vòt ke Sipèvizè Eleksyon Konte Miami-Dade la deziyen, kote elektè kalifye ki ap patisipe nan eleksyon an va vote pou eli yon Komisyonè Vil nan Biwo Distrik 2 Vil Miami, Florid.

Votè ki vle itilize yon Bilten Vòt pou Vote pa Lapòs pou patisipe nan Eleksyon Espesyal la dwe vote avèk Bilten Vòt pou Vote pa Lapòs yo dapre dispozisyon lwa Eta Florid. Tanpri, kontakte Depatman Eleksyon Konte Miami-Dade pou asire ke demann Bilten Vòt pou Vote pa Lapòs ou a pa t ekspire. Depatman Eleksyon Miami-Dade dwe resevwa yon demann pou yon Bilten Vòt pou Vote pa Lapòs ke yo dwe voye pa lapòs bay yon votè pa pi ta pase 5:00 PM nan 10yèm jou anvan eleksyon an. Pou plis enfòmasyon konsènan vote avèk Bilten Vòt pou Vote pa Lapòs, kontakte Depatman Eleksyon Konte Miami-Dade nan (305) 499-8683 oswa vizite www.iamelectionready.org.

Pou plis enfòmasyon konsènan Eleksyon Espesyal pou Komisyonè Vil Distrik 2 a, tanpri vizite http://miamigov.com/elections oswa kontakte Biwo Grefye Vil la nan Vil Miami pa imel nan City-Campaigns@miamigov.com oswa 305-250-5361.

Todd B. Hannon
Grefye Vil
Anons. Nim 40235

By signing below, you are acknowledging receipt of the following proposal as submitted in response to the City of Opa-locka RFP No. 23-0307100 Demolish the Existing Layout and Build the Police Station at 780 Fisherman Street

NAME OF COMPANY	Copies / USB
1. Diamanti Construction & Development, Inc. **524 N H St** **Lake Worth Beach, FL 33460** **Contact: Mohammed S. Islam, President** **Tele: (561) 301-7191** **Email: diamanticonstruction@gmail.com**	**6 copies / 1 USB**
2. Safa Construction LLC **11186 SW 17TH MNR** **Davie, FL 33324** **Contact: MD Shahinur Rahman, CEO** **Tele: (954) 326-8295** **Email: md.rahman@safaconstruction.net**	**6 copies / 1 USB**
3. Brunt & Company, Inc. **10360 SW 186 Street, Unit # 1594** **Miami, FL 33197** **Contact: Samuel T. Brunt, President** **Tele: 833.278.6820** **Email: samb@bruntconstruction.com** **Website: www.bruntconstruction.com**	**Demand Star E-bid**

Received by: Office of the City Manager — Date 03/21/23

Sponsored by: Interim City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT TO PERFORM A WATER, WASTEWATER, AND STORMWATER RATE STUDY FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there is a need to update City of Opa-Locka's ("City") Water, Sewer and Stormwater rates to ensure that these Funds generate sufficient revenues to cover operating expenses as well as fund infrastructure improvements; and

WHEREAS, the Interim City Manager recommends that the City Commission authorize the issuance of a Request For Proposals (RFP) to obtain consulting services to develop recommendations to ensure the financial well-being of said funds; and

WHEREAS, the City previously observed a rate plan which recognized the need for increasing rates to ensure that the Water-Sewer and Stormwater funds were capable of covering operating costs while also investing in infrastructure improvements. For the Water-Sewer Fund, in particular, this meant upgrading an older system with insufficient capacity for future city growth. For the Stormwater Fund, this meant installation of a storm drainage system in need of upgrades in several portions of the City; and

WHEREAS, between October 1, 2015 and October l, 2018, Water-Sewer rates were projected to increase by Twenty-Six percent (26%) while Stormwater rates were projected to increase by Two Hundred Fifty Eight percent (258%); and

WHEREAS, in 2018, pursuant to Ordinance 18-13, due to a concern of increasing rates while the City and its residents were experiencing financial challenges, the City Commission rolled rates back to 2015, with the added provision that there would be no rate increases until a rate study was completed; and

WHEREAS, consequently, the City is currently using Fiscal Year 2016 rates (effective October 1, 2015) to pay for Fiscal Year 2023 expenditures, which have grown significantly since Fiscal Year 2016; and

WHEREAS, additionally, for Fiscal Year 2023 the Water-Sewer Fund is budgeted for a loss of One Hundred Sixty-Four Thousand, Nineteen Dollars ($164,019.00). This includes no Water-Sewer infrastructure investment from this fund due to lack of available funds; and

WHEREAS, the Stormwater Fund is in better financial condition with the Fiscal Year 2023 budget indicating that current year revenue is sufficient to cover operating expenses while providing Four Hundred Fifty-Seven Thousand, Twenty-One Dollars ($457,021.00) for Stormwater infrastructure investment. However, with the City's storm drainage system requiring investment in the tens of millions of dollars range, to substantially mitigate citywide flooding, the ability of the Storm water Fund to contribute to these needs is insufficient; and

WHEREAS, the City continues to upgrade both the Water-Sewer and Stormwater infrastructures with grants and loans, but these sources are not reliable and require City funding, in the form of grant matches or debt repayment. To have this funding available will require rate increases. Consequently, it is recommended that an RFP be issued to obtain a consultant to develop rate options for City Commission consideration; and

WHEREAS, the Interim City Manager recommends that the City Commission approve the issuance of an RFP to obtain a rate consultant to prepare options for City Commission consideration in order to strengthen the financial health of the Water-Sewer and Stormwater Funds and further authorizes spending of up to Three Thousand Dollars ($3,000.00) for advertising purposes, if deemed necessary; and

WHEREAS, by passage of this resolution, the Interim City Manager will ensure that the RFP include a minimum of no less than two (2) community outreach and engagement events designed to encourage robust community discussion and participation; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize the Interim City Manager to issue an RFP for a qualified consultant to perform a Water, Wastewater and Stormwater Rate Study for the City and to further authorize spending of up to Three Thousand Dollars ($3,000.00) for advertising purposes, if deemed necessary.

NOW THEREFORE BE IT RESOLVED THAT 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 hereby authorizes the Interim City Manager to issue Request for Proposals (RFP), attached hereto as Exhibit "A", for provision of a qualified consultant to perform a Water, Wastewater and Stormwater Rate Study for the City and to further authorize spending of up to Three Thousand Dollars ($3,000.00) for advertising purposes, if deemed necessary.

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 _____, 2023.

_____
John H. 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	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Director:	Airia Austin			**Department Director Signature:**			
City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*04/26/2023*		**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 to issue an RFP to select a qualified consultant to perform a Water, Wastewater, and Stormwater rate study

Staff Summary:

Issue / Recommendation: There is a need to update Water, Sewer and Stormwater rates to ensure these Funds generate sufficient revenue to cover operating expense as well as fund infrastructure improvement. Staff recommends the City Commission authorize the issuance of a Request For Proposal (RFP) to obtain consulting services to develop recommendations to ensure the financial well-being of these funds.

History: The City previously had a rate plan which recognized the need for increasing rates to ensure the Water-Sewer and Stormwater funds were able to cover operating costs while also investing in infrastructure improvements. For the Water-Sewer Fund, this meant upgrading a very old system with insufficient capacity for a growing city. For the Stormwater Fund, this meant installation of a storm drainage system which was lacking in several portions of the City. Between October 1, 2015 and October 1, 2018, Water-Sewer rates were previously programmed to increase by 26% while Stormwater rates were programmed to increase by 258%.

Due to a concern of increasing rates while the City and its residents were experiencing financial challenges, in 2018 the City Commission rolled rates back to 2015, with the added provision that there would be no rate increases until a rate study had been completed. (Ordinance 18-13) Consequently, the City is currently using FY 16 rates (effective October 1, 2015) to pay for FY 23 expenditures, which have grown significantly since FY 16.

Consequently, for FY 23 the Water-Sewer Fund is budgeted for a loss $164,019. This includes no Water-Sewer infrastructure investment from this fund due to lack of available funds. The Stormwater Fund is in better financial condition with the FY 23 budget indicating that current year revenue is sufficient to cover operating expense while providing $457,021 for Stormwater infrastructure investment. However, with the City's storm drainage system requiring investment in the tens of millions of dollars range to substantially mitigate citywide flooding, the ability of the Stormwater Fund to contribute to these needs is insufficient.

Current Activity: The City continues to upgrade both the Water-Sewer and Stormwater infrastructures with grants and loans, but these sources aren't reliably available and also require City funding, in the form of grant matches or debt repayment. To have this funding available will require rate increases. Consequently, it is recommended that an RFP be issued to obtain a consultant to develop rate options for the City Commission's consideration.

Financial Impact: The immediate impact of the issuance of an RFP will be up to $3,000 in advertising cost to ensure this opportunity is made aware to the broadest possible range of potential bidders. This will be funded from the advertising account in the Non-Department Division. The long-term financial impact, subject to future City Commission approval, will be the implementation of rates that will permit the City to move forward more aggressively in making the necessary upgrades to its Water-Sewer and Stormwater infrastructures.

Proposed Action:

Staff recommends the City Commission approve the issuance of an RFP to obtain a rate consultant to prepare options for City Commission consideration to strengthen the financial health of the Water-Sewer and Stormwater Funds.

Attachment:

1. Agenda
2. RFP

City of Opa-locka

RFP NO: 23-XXXXXXX

REQUEST FOR PROPOSAL (RFP)

WATER, WASTEWATER, AND STORMWATER RATE STUDY

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WATER, WASTEWATER, AND STORMWATER RATE STUDY

Sealed Proposals for the Water, Wastewater, and Stormwater Rate Study 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, **Friday, June 16, 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 eight (8) copies for a total of nine (9) 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 Water, Wastewater, and Stormwater Rate Study.**

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: 23-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 **Thursday, May 18, 2023 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/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. 23-XXXXXXX

WATER, WASTEWATER, AND STORMWATER RATE STUDY

PART I

PROPOSAL GUIDELINES

Introduction: The City of Opa-locka is soliciting proposals to provide professional rate study consulting services to perform a comprehensive **Water, Wastewater, and Stormwater** rate study for a 10-year planning period.

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 Friday, June 16, 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. 23-XXXXXXX –WATER, WASTEWATER, AND STORMWATER RATE STUDY.** 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 eight (8) copies (a total of 9) plus one copy 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 PROFESSIONAL SERVICES:

The City of Opa-locka, Florida is located in Miami-Dade County. The City provides water and wastewater services to approximately 15,000 residents and 5,500 customers, respectively; with stormwater services to approximately 6,400 customers. For further information about the City of Opa-locka, you may visit our website (http://opalockafl.gov).

The City desires to retain the services of a professional utility ratemaking consultant to perform a comprehensive Water, Wastewater, and Stormwater Rate Study. It is anticipated that a master contract for utility rate and related work will be awarded for a three (3) year period. Task orders for specific assignments will be authorized under the terms of the contract, the first of which will be the Water, Wastewater, and Stormwater Rate Study described herein. The contract will be a continuing services contract that may result in additional work in addition to the Water, Wastewater, and Stormwater Rate Study. Respondent shall be prepared to provide additional consulting tasks to the City on the same rates and terms, as may be requested by the City. The contract will be renewable for additional terms upon mutual written agreement of the City and the selected Respondent.

Current Rates

The City currently has in place a water rate structure that includes a monthly base facility charge, a customer charge and an increasing block tier structure. The wastewater rate structure consists of a monthly base facility charge, a customer charge and a flat wastewater rate for residential customers up to 15,000 gallons per month; and a wastewater rate structure consisting of a monthly base facility charge based on meter size, a customer charge and a usage charge with no cap for non-residential customers. The current rates for water and wastewater have been in place since 2007.The City's current rate structure is available on the City's website within the Municipal Code.

SECTION 1. GENERAL SCOPE STATEMENT

Scope of Services

The first task will be to conduct a comprehensive water, wastewater, and stormwater rate study. Respondent should be able to conduct a detailed utility rate study providing justifiable and equitable methodologies for appropriate user fees that are adequate to fully fund the expenses associated with utility system operations (including General Fund Administration), Renewal & Replacement and capital improvements through Fiscal Year ending September 2033. The scope of services for the water, wastewater, and stormwater rate study is as follows:

1. *Revenue Sufficiency Analysis* - Conduct a five (5) year revenue sufficiency analysis, including the development of a projection of water, wastewater, and stormwater rate revenue requirements and required water, wastewater, and stormwater rate revenue increases that are needed in each year of the projection period to fund all water, wastewater, and stormwater system requirements, including capital expenditures.

2. *Specific Rates* - Develop specific water, wastewater, and stormwater rates to meet the City's rate policy objectives, comply with generally accepted rate making practices and provide the required water, wastewater, and stormwater rate revenues identified in the revenue sufficiency analysis of Item 1.

3. *Customer Impact Analysis* - Perform an analysis of the impact of proposed water, wastewater, and stormwater rates upon the customers of the system(s).

4. *Comparative Rate Survey* - Prepare a comparative analysis of the impact of the City's current and proposed water, wastewater, and stormwater rates upon typical customers' monthly bills to other utilities in the Miami-Dade County region.

5. *Rate Resolution/Ordinance* - Assist in the development of water, wastewater, and stormwater rate resolutions and/or ordinances to enact the proposed rates, assuming adoption by the City.

6. *Commission Workshop/Hearings* - Attend no less than two (2) community outreach and engagement events designed to encourage robust community discussion and participation for adoption of water, wastewater, and stormwater rates.

Submission Requirements

Respondents should provide the following:

1. *Qualifications* – A statement of its qualifications to provide water, wastewater, and stormwater rate studies and related services in accordance with the specific tasks listed in Section 2.

2. *Project Team* - Identification of the specific consultants to be assigned to this project, their roles, a summary of their individual qualifications and experience, and detailed resumes for each.

3. *Project Approach* - A general description of Respondent's approach to the water, wastewater, and stormwater rate studies and a detailed task plan that addresses the scope of services.

4. *Fee and Time for Completion*
   a. A fee proposal for the conduct of the water, wastewater, and stormwater rate study, identifying total hours and fee by task and for the total project.
   b. Identify a schedule of hourly rates for the assigned consultants.
   c. A statement as to the expected calendar time that will be required for completion of the water, wastewater, and stormwater rate study.

5. *Innovative Techniques or Methodology* - A discussion of any innovative techniques or methodology that you will use in this study that have a proven history of providing responsive and cost effective results on similar studies.

6. *Client References* – Client references for the firm and the individual consultants to be assigned to the project. Include name, title, organization, address, and telephone number.

SECTION 2. TASKS

Pursuant to the GENERAL SCOPE STATEMENT above, the successful Respondent ("Consultant") shall perform all services and/or work necessary to complete the following task and/or provide the following item(s):

BACKGROUND DEVELOPMENT

Utility rate modeling, and associated long-range forecasting of revenue and expenses, necessitates careful scrutiny of available data upon which a study is predicated so that the model can be implemented with confidence and with reasonable certainty of fairness and equity. Validation of accepted policies, practices, and procedures to ensure model reliability, predictability and rate stability over the long term is essential for model usefulness. Accordingly, the Consultant shall meet with City staff to review and discuss available documentation including, but not limited to, Utility Billing records, historical budget documents and audit reports, ordinances, policies, operation and maintenance practices, General Fund reimbursement formula, etc.

Validation: Specifically, the Consultant shall review, analyze and validate the reasonableness of the following:

- Current methodology used to justify payments to the General Fund for services rendered to the Water and Wastewater, and Stormwater Enterprise funds
- Current Water and Wastewater Fund Renewal/Replacement Funding Methodology, considering long-term capital improvement needs, debt service opportunities and associated funding sources/levels
- Current operating revenues/expenses
- Current conservation strategies, and
- Current fee structure

Operational Opportunities: Specifically, the Consultant shall perform the following:

- Compare and contrast the City's operational revenues/costs with other municipal/county operations (preferably Florida) of comparative size and treatment levels/processes to identify areas for potential improvement.
- The Consultant shall review and compare the prevailing rates and charges of neighboring and/or similar utilities, review operating costs in relations to revenue for unusual trends.
- Prepare an itemized list, with associated dollars so identified, of opportunities for revenue enhancement.

Key Assumptions: Specifically, the Consultant shall provide a formal listing of key assumptions (or policies) to be applied to the utility rate study. The assumptions shall be reviewed, modified (if necessary) and applied upon receipt of the City's concurrence.

Reporting: The Consultant shall present the findings in the rate study final report in a clear and concise manner. Revenue enhancement opportunities shall be thoroughly described including the means and methods for their capture. The report should include detailed recommendations for changes, if any, to current practices and/or procedures to improve water, wastewater, sanitation, and stormwater financial self-sufficiency. The Consultant shall provide a schedule for timely and coordinated execution of all essential aspects of the report per the Time Schedule set forth in Section 5 below.

The City has an adopted financial policy that enterprise funds are self-supporting. The City seeks to establish water, wastewater, and stormwater rates that cover the true cost of providing water, wastewater, and stormwater service to customers, maintains positive working capital and positive cash balances as well as meets debt service requirements, O&M costs, R&R costs and capital improvements needs. In doing so, the proposed rate structure shall ensure an equitable effect of all charges on future and current users. The Consultant shall also continue the City's commitment to a water rate structure that encourages water conservation.

The Consultant is to present three alternatives (based on variations in inputs: R&R, etc.) displaying water, wastewater, and stormwater rate structures sufficient to meet the City's financial responsibilities through September 2033, to include any alternative revenue enhancements. The Consultant shall provide net operating statements for the water, wastewater, and stormwater functions through September 2033 applying the City's current budget format. The net operating statements shall reflect the debt covenant ratio and any adjustments needed to derive said ratio. The Consultant shall provide cash positions at the end of each fiscal year. These are minimum requirements; the City is willing to entertain other options.

General Issues for Consideration: The Consultant shall include the following criteria in preparation of the rate study.

- Bond Compliance in Accordance with the Capital Improvement Revenue Note, Series 2006
- Establishment of an Enterprise Fund Standard (self-supporting)
- Continuance of Current Watering Restrictions

Specific Issues for Consideration: The Consultant shall develop a utility rate model by addressing, at a minimum, the following requirements.

- Refinement of Current Monthly Base Charge, Customer Charge Unit Charge and Tiered Block Structure within water conservation rate structures per DEP rules and the City's Water Use Permit
- Merits of Consumer Price Index (CPI) Rate Adjustments

- Consumption/revenue elasticity based on proposed rate increases
- Separate considerations for wastewater systems supporting unincorporated areas
- Adequate & Equitable Consumption, Base and Customer Charges

The Consultant shall project water, wastewater, and stormwater service parameters for the next ten (10) years, including current and future customer use patterns. The Consultant shall perform a financial sensitivity analysis on utility operations considering such factors as capital program implementation, regulatory changes, use capital projects, and other such issues that may cause a need to review financial policies. The Consultant shall forecast annual revenue requirements for the potable water, wastewater, and stormwater system for planning and rate evaluation purposes and provide recommendations for a utility rate implementation schedule should a phased or staggered increase be desirable.

Support Services: The City will provide copies of annual budgets, audits, operating and maintenance expenses, long-range strategic plans, capital improvement plans and other information of value for the preparation of the study. Appropriate City staff will be made available for interviews and to gather data the Consultant determines is essential in creating the mathematical rate calculating model and final written report.

Additional Services: The City may request the Consultant to complete additional tasks or projects on the same rates and terms, as may be requested by the City throughout the term of the contract awarded from this RFP. The requirements for future tasks or projects, including project deliverables, reporting requirements, and a timeline for completion of any additional tasks will be provided in detail with the City's request(s) for additional services. Nothing contained within this RFP shall be construed as a representation or guarantee that additional work will be requested of the Consultant.

SECTION 3. RATE STUDY DELIVERABLES

The Consultant shall provide eight (8) bound copies of a draft report for City staff's review. The Consultant will respond to questions arising from a review of the draft report and incorporate review comments into the final report submittal. The Consultant shall provide eighteen (18) bound copies of the final report to the City. The final report shall also be provided in Microsoft Word and pdf format for City use.

A computer-generated, rate-calculating Excel model shall be developed to compute water, wastewater, and stormwater rates under the proposed methodology. This model is to be provided to the City with the final report. The model must be user-friendly and written for use as a management tool by staff in the preparation of the annual budget, testing "what if" scenarios, etc. Prior to beginning work, Consultant will meet with Project Manager to clarify appropriate variables comprising the model.

Furthermore, the Consultant should anticipate attending at least one City Commission workshop to present and defend the report and to attend at least two subsequent public meetings to adopt any approved recommendations.

SECTION 4. SELECTION PROCESS

In order to ascertain which proposal and organization best meets the needs of the City, each proposal will be independently evaluated, according to prescribed evaluation criteria found in **Appendix A**, by a selection committee of qualified City staff. In the event that interviews are deemed necessary, Respondent will be contacted in order to schedule a mutually agreeable date and time for the interview.

It is anticipated that a final decision on the firm to be selected will be made on June 6, 2016. All Proposers will subsequently be contacted and advised of the Commission decision.

Upon award, the Consultant and the City shall be deemed to have entered into the *Agreement for Consultant Services*, attached as **Appendix B**. This document establishes the contract that will be created upon award and should be thoroughly understood prior to submission of a proposal in response to this RFP.

SECTION 6. COST OR PRICE SUMMARY

Respondent shall complete and submit a fee proposal as provided for in Section 7, Part E of this RFP.

SECTION 7. PROPOSAL REQUIREMENTS

Proposals shall be based on the above scope of services. Any modifications to or deviations from the scope of services shall be specifically stated in the response. Please review this Request for Proposal carefully to ensure your understanding of all City requirements prior to developing your proposal.

Please submit the following information in your proposal (in the order shown below) to assist in the selection process.

Part A. A summary of your firm's proposed work plan, approaches to the project, and understanding of the project requirements.

Part B. Why your firm is best qualified to provide the desired services.

Part C. An exhibit showing the individuals comprising the project team. In conjunction with this, please provide a listing of similar projects handled by this project team. Provide at least three (3) recent client references, including name of jurisdiction, name of contact and telephone number.

Part D. An exhibit showing your firm's ability to comply with the Time Schedule. If you cannot meet the Time Schedule, identify the time required to complete the work outlined in this RFP.

Part E. Fee proposal for performance of the services requested by this RFP. The City does not intend that fee proposals submitted for this solicitation will be the total and final fee for this project, nor does the City intend this to be a bidding situation for professional services. The City understands that adjustments in the scope of services may be required. The City does intend that a fee proposal submitted as a result of this solicitation will be considered as part of the basis for selection of a Consultant but may choose, in its sole and absolute discretion to negotiate fees with the successful Respondent. The fee proposal should include not-to-exceed costs for the study and should include all travel, food, and lodging costs, and other out-of-pocket costs, as these will not be reimbursed separately.

Part F. Any modifications in the City's scope or project emphasis that would, in your professional judgment, better serve the intent of the project.

Part G. Other information for consideration.

Each firm is asked to follow the above format in structuring its proposal. Back-up information (i.e., resumes, certifications, etc.) is welcome as a part of Part "G" (at your option).

Provide a recent sample report completed for a similar public entity.

Part H. Appendix C - Proposal Form

Appendix D – Sworn Statement on Public Entity Crimes

SECTION C GENERAL CONDITIONS

Respondents are required to submit proposals upon the conditions expressed in these instructions. In the case of a conflict between these General Conditions and the specific conditions set forth in Section [B], the specific conditions shall control. The provisions of this RFP will be incorporated into any resulting contract as if every detail of the RFP Documents were stated therein. The RFP Documents shall constitute all documents released by the City as a part of this RFP, including any addenda released following the initial issuance of this RFP.

1. RESPONDENT'S ABILITY:

It is the intent of the City to award a contract for this work to a Respondent whose experience, skill, and financial resources are fully equal to the task of prosecuting the work in a rapid and satisfactory manner, and successfully completing it within the time limit set. Upon request by the City, any Respondent shall be prepared to submit an attested statement of his ability, financial status, and history.

2. PROHIBITED INTERESTS

No Member of or Delegate to Congress, City Commissioner, or City Employee shall be permitted any share or benefit that may arise from this RFP. No official, employee, architect, attorney, engineer, or inspector authorized by the City to exercise any legislative, executive, supervisory, or other similar functions in connection with this RFP, shall become directly or indirectly interested personally in this RFP, or the resulting contract or in any part thereof, or to any subcontract, insurance contract, or any other contract pertaining to the services sought by this RFP.

3. RESPONDENT'S OBLIGATION OF EXAMINATION

All of the conditions known to affect the performance of the work have been described in the RFP Documents. Upon written request within the time period for questions, additional information pertaining to existing conditions in the possession of the City will be provided to the Respondents. However, this information is furnished as a service and the correctness of such information is not guaranteed as to accuracy and completeness.

Respondents are required to examine the RFP Documents and any other information that may be on file in the offices of the City. No ignorance of conditions that may exist, or of conditions or difficulties that may be encountered under this RFP, as a result of a failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Respondent to fulfill in every detail all the requirements of the RFP Documents, or will be accepted as a basis for any claims whatsoever for extra compensation.

4. BASIS UPON WHICH PROPOSALS ARE SOLICITED AND AWARDED

Proposals are solicited on the basis of the evaluation criteria set forth in Appendix A to this RFP.

Award of the contract will be to the Respondent who has submitted the most responsive and responsible proposal as determined by City staff and City Commission. The City's decision will be final. The City reserves the right to informally negotiate certain points of the final contract with a qualified Respondent.

5. LAWS TO BE OBSERVED

The act of submitting a proposal in response to this RFP shall constitute an agreement by the Respondent that it has made itself familiar with, and shall at all times observe and comply with, federal, state, and local

laws, ordinances, codes, and regulations, which may bear on the services procured by this RFP. No plea of misunderstanding will be considered on account of ignorance thereto. The Respondent shall indemnify and save harmless the City and all of its officers, agents, employees, or representatives from all suits, actions, or claims arising from or based on the violation of any such laws, ordinances, codes, and regulations whether by itself, its employees, subcontractors, or agents.

6. PREPARATION OF PROPOSALS AND SIGNATURE BY AUTHORIZED REPRESENTATIVES

The Respondent's proposal shall be submitted as required by the RFP Documents in accordance with these instructions. The proposals must be complete in every detail. All unit item costs must be stated in numerical figures, the total cost for each unit item quantity calculated and stated in numerical figures, the lump sum stated in numerical figures, and the grand total for all items proposed computed and stated in numerical figures. The City reserves the right to correct any apparent error resulting from erroneous multiplication or addition before awarding a contract.

An authorized representative of the company shall complete and sign the Proposal Form as set forth in Appendix C.

A corporation or other company or entity must name the state of incorporation and specify whether it is authorized to do business in the State of Florida. The proposal must be signed in the name of, and under the seal of, the corporation, by a duly authorized officer or agent of the corporation. Such officer or agent must present legal evidence that they have lawful authority to sign the proposal and that the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation, organized and doing business under the laws of any foreign state, is awarded this RFP, such corporation shall present evidence that it is registered and authorized to do business in the State of Florida.

7. REJECTION OF PROPOSALS AND WAIVER OF IRREGULARITIES

The City reserves the right to reject any or all proposals at any time in its sole and absolute discretion. Nothing contained herein shall be deemed to give any Respondent a property interest in this RFP or any expectation of an award.

The City further reserves the right to waive any irregularity, variance or informality whether technical or substantial in nature, and to accept or reject any part of a proposal, in its sole and absolute discretion.

8. INQUIRES AND ADDENDA

Each Respondent shall examine the RFP Documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this RFP shall be made in writing to the City Clerk:

Joanna Flores
780 Fisherman Street
Opa-locka, FL 33068

Phone: 305-953-2868 ext. 1101
Email: jflores@opalockafl.gov

The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will attempt to notify all prospective Respondents who have requested a copy of the RFP. However, it shall be the responsibility

of each Respondent, prior to submitting a response, to contact the City of Opa-locka's Clerk office (305-953-2868 Ext 1101) to determine if addenda were issued and to make such addenda part of the response.

10. INSURANCE REQUIREMENTS

A. General

As part of its proposal, the Respondent shall provide evidence of the following described insurance. These insurance requirements shall not limit the liability of the Respondent. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Respondent's interests or liabilities, but are merely minimums.

If requested by the City, the Respondent shall furnish complete copies of the Respondent's insurance policies, forms and endorsements. Except for workers' compensation, the Respondent's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this contract or agreement.

The Respondent's deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Respondent is responsible for the amount of any deductible or self-insured retention.

Submitting certificates or other documentation of insurance or policies or copies of policies which indicate less coverage than required does not constitute a waiver or alternation of the minimum required amounts set forth below.

B. Coverage and Limits:

1. Commercial General Liability

Respondent shall maintain Commercial General Liability insurance with minimum limits of $1,000,000 per claim and $1,000,000 per occurrence, written on an occurrence basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-"as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

Respondent shall, at the request of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Coverage A shall include premises, operations, products and completed operations, independent vendors, contractual liability covering this agreement or contract, and broad form property damage coverage.

Coverage B shall include personal injury.
Coverage C, medical payments, is not required.

2. Business Auto Liability

Respondent shall maintain Business Auto Liability insurance with minimum limits of $500,000 per claim and $500,000 per occurrence, written on a [claims/occurrence] basis. All insurance policies

shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-"as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

4. Workers Compensation Coverage

The Respondent shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers liability limits of at least $100,000 each accident and $100,000 each employee, $500,000 policy limit for disease.

The Respondent shall also purchase any other coverage required by law for its employees.

5. Professional Liability (errors and omissions) Coverage

Professional liability (errors and omissions) insurance with minimum limits of $500,000 per claim and

$500,000 per occurrence, written on a [claims/occurrence] basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-"as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

C. <u>Insurance of the Respondent Primary</u>

Insurance required of the Respondent shall be considered primary.

11. DISPUTES AND COMPLAINTS

All complaints or grievances should be first submitted in writing to the Finance Director who will take prompt remedial action. The Finance Director shall investigate the validity of the complaint and present the findings in writing to the Respondent. If the Respondent is dissatisfied with the Finance Director's remedies, he/she may then make a written appeal to the City Manager who will investigate and respond in writing. This policy does not preclude consideration of legal questions in connection with any decisions made by the City.

12. INSPECTION/EXAMINATION OF PROPOSALS

Proposals will not be available for public inspection until such time as there is a notice of decision or intended decision of award or within thirty (30) days of the opening date, whichever is earlier, pursuant to section 119.071(1)(b)2, Florida Statutes. In the event the City decides to reject all proposals and determines to reissue the competitive solicitation, Proposals will not be available for public inspection until the City notices an intended decision concerning the reissued solicitation, or twelve (12) months have passed from the initial rejection of all bids, pursuant to 119.071(1)(b)3, Florida Statutes.

APPENDIX A

WATER, WASTEWATER AND STORMWATER RATE STUDY EVALUATION CRITERIA

The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Consultant in public sector utility ratemaking ability to meet the defined scope of work (minimum of 5 years of experience)	30
Qualifications of the Project Team	30
Project approach, methodology and satisfactory schedule for completion	20
References: five (5) required	10
Cost of proposal	10

APPENDIX B

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES, entered into on this_____day of _____, 2023 (the "Effective Date"), by and between the CITY OF OPA-LOCKA, (the "City"), a municipal corporation of the State of Florida with its principal address at 780 Fisherman Street, Opa-locka, Florida 33054, and _____, (the "Consultant") a _____ (collectively, the "Parties").

WITNESSETH:

WHEREAS, the City desires to retain a consultant to complete a comprehensive potable water, wastewater, and stormwater rate study for a 10-year planning period and additional consulting tasks as may be requested by the City; and

WHEREAS, the City issued a Request for Proposals for Water, Wastewater, and Stormwater Rate Study on _____, 2023 (the "RFP") to competitively solicit proposals for such services; and

WHEREAS, the Consultant submitted a response to the _____, 202 RFP on "Consultant's Response"); and

WHEREAS, the City Commission awarded the RFP to the Consultant at a duly noticed public meeting on _____, 2023 (the "Effective Date"); and

WHEREAS, the Parties wish to memorialize the terms and conditions of their agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

I. **RECITALS** The above recitals are true and correct and are hereby incorporated by reference.

II. **CONTRACT DOCUMENTS** The "Contract Documents" shall mean and refer to this Agreement, which shall include any task orders issued pursuant to this Agreement, the RFP and all exhibits attached thereto including all duly executed and issued addenda (collectively, attached hereto as Exhibit 1), and the Consultant's Response (attached hereto as Exhibit 2). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the exhibits, this Agreement shall control and priority among the exhibits will be resolved in the following order:

Exhibit 1 The RFP
Exhibit 2 Consultant's Response

III. **SCOPE OF SERVICES AND TERMS OF PERFORMANCE**

A. The Consultant shall provide rate study and consultant services in accordance with the specification and scope set forth in the RFP (the "Services"). Consultant represents and warrants that it has read the specification for the Services and understands them. The Consultant shall commence work on the Services immediately upon written request from the City and shall complete the Services in accordance with the time schedule set forth in the Contract Documents or, for additional projects in addition to the rate study set forth in the Contract Documents as provided in the written task order from the City.

B. The relationship of the Consultant to the City is an independent contractor providing the Services, and the Consultant shall provide the Services in accordance with professional standard of care. No employer/employee relationships shall be deemed to be established and the Consultant, its agents, and employees shall be independent contractors at all times.

C. The Consultant shall be responsible for the professional quality, accuracy, timely completion, and compliance with regulations, codes and rules for the Services. If the City determines there are any errors, omissions or other deficiencies in the Consultant's reports and other services, the Consultant shall, without additional compensation, correct or revise said errors or omissions to the satisfaction of the City.

D. Acceptance by the City shall not in any way relieve the Consultant of responsibility for the accuracy of its work. The City's review, approval or acceptance of, or payment for, any of the Services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. The Consultant shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the Services and the Contract Documents including, but not limited to all rules and regulations related to safety and compliance therewith. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by the City in the Contract Documents shall not relieve the Consultant of its obligations to comply with all laws fully and completely. Upon request, the Consultant shall furnish certificates of compliance with all such laws, orders and regulations to the City. The Consultant shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Services.

F. This Agreement is not exclusive. The City specifically reserves the right to contract with other entities for the Services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in the City's best interest.

G. The City will provide information, data and other City documents relating to the Services, including information relating to the current and past billing rates, cycles, procedures, etc. associated with water, wastewater, and stormwater management, which is in the possession and control of the City. Information for any additional tasks will be set forth in each respective

task order for additional services.

H. All reports, studies, and other documents, including copyright rights associated therewith, provided to the City as part of the Services shall become and remain the sole property of the City. The Consultant warrants that the Services, and all works, documents, goods and services associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold harmless the City, its officers, agents, employees, trustees and its successors and assigns, from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement.

IV. **EFFECTIVE DATE AND TERM OF AGREEMENT** This Agreement shall commence and be effective on the Effective Date and shall remain in effect for three (3) years ("Contract Term"), unless terminated sooner as provided herein. This Agreement may be renewed upon mutual written agreement of the Parties for up to _____ (__) _____ year terms (each a "Renewal Term") for a maximum total of (____) years.

V. **COMPENSATION**

A. In consideration of the Consultant's faithful performance under this Agreement, the City agrees to pay the Consultant pursuant to the prices set forth in Exhibit 2. If the City determines that any price for services, however calculated, provided by the Consultant, including profit, or any cost reimbursable under this Agreement was increased because the Consultant or any subcontractor furnished incomplete or inaccurate cost or pricing data, then such price or cost or profit shall be reduced accordingly.

B. All invoices shall be submitted in accordance with the Florida Prompt Payment Act. All payments shall be due on the date established by the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the date an invoice submitted in accordance with the Florida Prompt Payment Act is received by the City. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The City does not pay sales tax and will provide sales tax exemption information at the written request of the Consultant, where necessary.

C. Sub-contractual services shall be invoiced at the actual fees paid by the Consultant with no mark-up in fees. Sub-contractual services shall be approved by the City prior to performance.

VI. **MODIFICATION OF CONTRACT DOCUMENTS** The Contract Documents, including the scope, specification, and details of the Services may only be modified by written agreement of the Parties. No such modification shall be effective unless approved at a duly noticed public meeting of the City Commission.

VII. **ASSIGNABILITY AND SUBCONTRACTING**

A. The terms and provisions of the Contract Documents shall be binding upon the Parties, their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. However, the rights and obligations of the Consultant may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without the City's prior written consent. The City may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by the City. If Consultant's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Consultant shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to the City. Additionally, in the event of any breach or noncompliance by any of Consultant's assignee(s) or subcontractor(s), Consultant shall be directly and wholly responsible for any such breach or noncompliance and shall bear all attributable costs.

B. Unless otherwise stated in the Consultant's Response, the Consultant agrees to make the prices in the Consultant's Response available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of the Contract Documents. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

VIII. DELAY IN PERFORMANCE/FORCE MAJEURE

A. The timely receipt of the Services and all deliverables to the City is essential. If the Services and all deliverables associate therewith are not received on time, the City may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from the City any increased costs and damages thereby incurred by it.

B. The Consultant shall only be entitled to a reasonable extension of time from the City for the delays resulting from damage to the Consultant's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war, strikes or lockouts beyond the control of the Consultant ("Force Majeure"). Any delay other than one caused by Force Majeure or as set forth in Section VIII(C) below shall constitute a breach of the Consultant's obligations under the Contract Documents.

C. The City may, in its sole discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Consultant's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of the Consultant, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused the Consultant to miss delivery dates and could not adequately have been guarded against. The Consultant shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by the City. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Services or increases in the costs of performing the work under the Contract Documents. The Consultant will notify the City as soon as the Consultant has, or should have, knowledge that an event has occurred which will delay completion of the Services. Within five (5) working days, the Consultant will confirm such notice in writing, furnishing as much detail

as is available and including any request for extension of time. The Consultant shall supply, as soon as such data is available, any reasonable proofs that are required by the City to make a decision on any request for extension. The City will examine the request and any documents supplied by the Consultant and will determine if the Consultant is entitled to an extension and the duration of such extension. The City will notify the Consultant of its decision in writing. It is expressly understood and agreed that the Consultant will not be entitled to any extension and the granting of such extension is in the sole discretion of the City. It is further expressly understood that the Consultant shall not be entitled to any damages or additional compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

IX. **TERMINATION OF AGREEMENT** This Agreement may be terminated with or without cause in accordance with the provisions below.

A. For and in consideration of $10.00, if the City determines that it is in its best interest to do so, the City may terminate this Agreement without cause or penalty upon thirty (30) days' written notice to the Consultant. Any such termination shall be without any penalty or expense to the City. If the City terminates this Agreement pursuant to this subsection, the Consultant shall promptly submit to the City its costs to be paid on work performed up to the time of termination. If the Consultant has any property belonging to the City in its possession, the Consultant shall account for the same and dispose of it as directed by the City or return to the City.

B. The City may terminate this Agreement with cause and without penalty at any time immediately upon written notice to the Consultant, if: (1) the Consultant fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) the Consultant fails to perform in the manner called for in the Contract Documents; or (3) the Consultant does not provide the Services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, the City may allow the Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to the Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. The Consultant may terminate this Agreement for cause if the City fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that the Consultant must first provide notice of the alleged breach to the City and give the City thirty (30) days written notice to cure the alleged breach. If the City cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, the Consultant may not terminate this Agreement.

C. Should this Agreement be terminated by the City for cause under this Section, the Consultant shall be liable for all expenses incurred by the City in re-procuring elsewhere the same or similar items or services offered by the Consultant.

D. In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to the Consultant under this Agreement, the City shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.

X. **INSURANCE** Before beginning any work under this Agreement, the Consultant shall obtain insurance as specified in the RFP at the Consultant's sole expense and shall provide the City with proof of

insurance as specified therein. The Consultant shall maintain such insurance throughout the entire Contract Term and any Renewal Terms.

XI. INDEMNIFICATION

A. The Parties recognize that Consultant is an independent contractor. Consultant agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, or resulting from activities in any way connected to this Agreement, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Consultant's liability hereunder shall include all attorneys' fees and costs incurred by the City, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Respondent against the City, and Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive the termination of this Agreement, however terminated, and shall not be limited by any amount of insurance required to be obtained or maintained under this Agreement. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. Subject to the limitations set forth is this provision, the Consultant shall assume control of the defense of any claim asserted by a third party against the City arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at the Consultant's expense. The Consultant shall have the right, at its option, to participate in the defense of any third-party claim, without relieving the Consultant of any of its obligations hereunder. If the Consultant assumes control of the defense of any third-party claim in accordance with this paragraph, the Consultant shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, the Consultant shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect of the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Consultant has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

X. ATTORNEYS' FEES

In the event of legal action or other proceeding arising under this Agreement, the City shall be entitled to recover from Consultant all its reasonable attorneys' fees and costs incurred by the City in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The City also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the City. The reasonable costs to which the City will be entitled include costs that are taxable under any applicable

statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statue, rule or guideline.

XI. MISCELLANEOUS

A. *Time of the Essence.* Time is of the essence for all work performed under this Agreement. If the Consultant fails to promptly complete work under this Agreement, the City may terminate this Agreement immediately, without any expense or penalty, purchase substitute services elsewhere, and recover from the Consultant any increased costs and damages thereby incurred by the City.

B. *Public Records.* Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Consultant on behalf of the City, Consultant shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements 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 possession of Consultant within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement.

   All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Consultant does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Consultant is acting on behalf of the City.

C. *Notices.* All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested addressed to the following:

If to City	If to Consultant:
_____	_____
_____	_____
_____	_____
Attn: _____	Attn: _____

With required copy to:

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

D. *Severability.* If any one or more provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though the invalidated portion(s) had never been a part thereof.

E. *Waiver.* No waiver of any default or failure to perform shall be valid unless set forth in writing by the waiving party and shall not constitute a waiver of any other default or failure to perform under the Contract Documents, or of any rights or remedies to which either Party may be entitled to on account of any such default or failure to perform.

F. *Controlling Law and Venue.* The Contract Documents shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Miami-Dade County, Florida and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Miami Division.

G. *No Third Party Beneficiaries.* This Agreement is entered into solely for the benefit of the Parties and the Contract Documents shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties.

H. *Heading and Section References.* The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

I. *Authorization.* The Parties represent and warrant that each are authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

J. *Entire Agreements.* The Contract Documents constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representation, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in the Contract Documents.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF OPA-LOCKA

By:_____
Print Name: _____
Title:_____

CONSULTANT

By:_____
Print Name: _____
Title:_____

ATTEST:

By:_____

City Clerk

APPROVED AS TO FORM:

By:_____

City Attorney

APPENDIX C

CITY OF OPA-LOCKA, FLORIDA
PROPOSAL FORM
UTILITY RATE STUDY SERVICES
RFP NO. 2023-01

_____
Firm
Name

_____
Home Office Address

_____ _____
City, State Telephone Number

_____
Address: Branch office servicing City of Opa-locka (other than above)

_____
Name, Title & Telephone No. of Contact Representative for City

The undersigned attests to his (her, their) authority to submit this Proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the contract by the City.

_____ _____
Signature Witness Signature

_____ _____
Typed Name & Title of Above Signer Witness Signature

APPENDIX D

CITY OF OPA-LOCKA, FLORIDA UTILITY
RATE STUDY SERVICES RFP NO. 2023
01

SWORN STATEMENT PURSANT TO SECTION 287.133(3)(a), FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

_____

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

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

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

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

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives,

partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one
(1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

6. Based upon information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

_____ Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of this entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____

Signature

Sworn to and subscribed before me this _____ day of, _____ 20

Personally known _____

Or produced identification _____

Notary Public – State of _____
My Commission expires _____

_____
(Printed, typed or stamped commissioned name of Notary Public)

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
Consultant in public sector utility ratemaking ability to meet the defined scope of work (minimum of 5 years of experience)	30
Qualifications of the Project Team	30
Project approach, methodology and satisfactory schedule for completion	20
References: five (5) required	10
Cost of proposal	10
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. 23-XXXXXXX
PROPOSER QUALIFICATIONS

WATER, WASTEWATER AND STORMWATER RATE STUDY

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: 23-XXXXXXX

PRICE PROPOSAL FORM

WATER, WASTEWATER, AND STORMWATER RATE STUDY

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 _____ 2023.

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. 23-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. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF H.W. LOCHNER INC. TO PROVIDE ENGINEERING PROFESSIONAL SERVICES TO PERFORM A FEASIBILITY STUDY FOR THE 127TH STREET CANAL PROJECT; FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH H.W. LOCHNER INC., IN AN AMOUNT OF EIGHTY-ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS ($81,550.00), WITH A CONTINGENCY BUDGET OF SIX THOUSAND FOUR HUNDRED FIFTY DOLLARS ($6,450.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to acquire professional engineering services to perform a study of proposed canal restoration for the NW 127th Street Canal project, including historical documents and review of reports, review, As-builts/ Atlas and Maps review, preliminary utility coordination, surveying geotechnical investigation, environmental assessment, prepare preliminary engineering plans for canal restoration, hydrologic and hydraulic modeling/calculations as well as construction cost estimate; and

WHEREAS, on June 10, 2020, through Resolution #20-9767, the City Commission for the City of Opa-Locka ("Commission") accepted bid proposals from several Consultants for continuing professional architectural and engineering consulting services pursuant to RFQ No. 20-0324200. The Commission further authorized the City Manager to enter into multiple agreements for architectural and engineering consulting services as provided therein; and

WHEREAS, the City Commission approved entering into an agreement with H.W. Lochner, Inc. for architectural, construction testing, inspections and general consulting engineering services; and

WHEREAS H.W. Lochner, Inc. has provided a proposal to conduct a feasibility study of the proposed canal restoration of NW 127th Street Canal project, pursuant to the proposal attached hereto as Exhibit "A", in an amount not to exceed Eighty-One Thousand Five Hundred Fifty Dollars ($81,550.00); and

WHEREAS, the City Manager recommends an additional expenditure of Six Thousand, Four Hundred Fifty Dollars ($6,450.00) be approved to allow for additional

minor contingencies which may arise; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to enter into an agreement with H.W. Lochner, Inc., attached hereto as Exhibit "B" for the provision of qualified professional services, as set forth herein, and same.

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 Commission of the City of Opa-Locka hereby authorizes the City Manager to enter into an agreement with H.W. Lochner Inc., attached hereto as Exhibit "B", to conduct a feasibility study of the proposed canal restoration of NW 127th Street Canal project, in an amount not to exceed Eighty-One Thousand Five Hundred Fifty Dollars ($81,550.00), pursuant to the proposal attached hereto as Exhibit "A", in addition to a contingency budget of Six Thousand Four Hundred Fifty Dollars ($6,450.00).

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, without the need for 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 _____, 2023.

_____
John H. 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:**	DocuSigned by: Adelina Gross EC5929C4FFB9414...		
Interim City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*04/26/2023*		**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** ☐		**Economic Development, Public Safety, Quality of life & City Image**		
Sponsor Name	City Manager		**Department:** Capital Improvements Program		Sponsor Name City Manager		

Short Title:

Feasibility Study NW 127th Street Canal

Staff Summary:

A resolution from the City Commission of the City of Opa-locka, Florida to authorize the Interim City Manager to accept the fee proposal from H. W. Lochner, Inc. to provide engineering professional services required for the study of the proposed canal restoration of NW 127th Street Canal project, including historical documents/reports review, As-builts/Atlas and Maps review, preliminary utility coordination, surveying geotechnical investigation, environmental assessment, preliminary engineering plans for canal restoration, hydrologic and hydraulic modeling/calculations, construction cost estimate. This project deliverable will include a Feasibility Report for Canal Restoration including geotechnical and environmental reports.

The general objectives of this project are the following:

1. Feasibility study for NW 127th Street Canal restoration between railroad corridor to the west and NW 132nd Ave to the east (Approximately 2,680 LF).
2. Evaluation and assessment of all proposed project activities in accordance with Section V.C.2 under the Federal Register Notice (84 FR 45838), Requirements for Flood Control Structures.
3. Assessment of the potential flood mitigation benefit for this project as it pertains to the 127th Street Canal.
4. Identification of contaminants with assessment on best practices for disposal in accordance with the Solid Waste Disposal Act and the Federal Water Pollution Control Act.
5. Provide details on any additional pertinent information obtained during the feasibility study.
6. Based on results of the feasibility study, the City will provide an updated scope of work, budget, and project schedule for DEO review and approval before proceeding to next phase of the project.

The proposal is for $81,550.00. It is recommended a contingency of $6,450 be approved to allow for additional services/permit fees which may be associated with the project, for a total of $88,000.00

	Account	Description	Available *	Project	Remaining Balance
Project	87-5386334	NW 127th Street Canal (Feasibility Study)	$81,550	$81,550	–
Contingency	87-5386334	NW 127th Street Canal (Feasibility Study)	$ 6,450	$ 6,450	–
	Total Project			$88,000	

* To be funded in Budget Amendment #3 with funding coming from the Stormwater Operating Fund Available Fund Balance

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to enter into an agreement with H.W. Lochner, Inc. to perform a feasibility study for the 127th St Canal Project for $81,550.00 and to also authorize the establishment of a contingency of $6,450.00 for additional services/permit fees which may be associated with the project, for a total of $88,000.00.

Attachment:

1. Agenda
2. Proposal provided by H. W Lochner
3. Map of Project Area
4. Resolution # 20-9767, accepting BID proposal for continuing professional architectural and engineering consulting services pursuant to RFQ 20-0324200
5. Contract Agreement between H.W. Lochner Inc. and the City of Opa-locka

LOCHNER

H.W. Lochner, Inc.
8750 NW 36th Street
Suite 360
Miami, FL 33178

T 305.503.9873
F 305.503.9882

hwlochner.com

CONSULTANT WORK ORDER PROPOSAL
NW 127th Street Canal Restoration (Feasibility Study)

Date: March 13, 2023

Dear Ms. Adelina Gross,

H.W. Lochner, Inc. proposes to provide the services identified below for the project entitled "NW 127th Canal Restoration – Feasibility Study" for City of Opa-Locka pursuant to RFQ No. 20-0324200 for Architectural and Engineering Consulting Services, submitted on May 15, 2020.

I. GENERAL

The general objective for the Consultant is to provide professional engineering services required for the feasibility study of proposed canal restoration project including historical documents/reports review, As-builts/Atlas Maps review, preliminary utility coordination, surveying, geotechnical investigation, environmental assessment, preliminary engineering plans for canal restoration, hydrologic and hydraulic modeling/calculations, construction cost estimate. Project deliverable will include the Feasibility Report for Canal Restoration including geotechnical and environmental reports.

The general objectives of the scope of services are as follows:

1. Feasibility study for NW 127th Street Canal restoration between railroad corridor to the west and NW 132nd Ave to the east (Approximately 2680 LF).
2. Evaluation and assessment of all proposed project activities in accordance with Section V.C.2 under the Federal Register Notice (84 FR 45838), Requirements for Flood Control Structures.
3. Assessment of the potential flood mitigation benefit for this project as it pertains to the 127th Street Canal.
4. Identification of contaminants with assessment on best practices for disposal in accordance with the Solid Waste Disposal act and the Federal Water Pollution Control Act.
5. Provide details on any additional pertinent information obtained during the feasibility study.
6. Provide clarity on one of the three possible outcomes: (1) project is feasible or (2) project is feasible with remedy alternatives or (3) project is not feasible and would not result in a flood mitigation benefit.
7. Based on results of the feasibility study, the City should provide an updated scope of work, budget, and project schedule for DEO review and approval before proceeding to next phase of the project.

II. SCOPE OF WORK

Project Activity 1: Project Management

Task No. 1 Project Management

This task includes general project management services to execute the project scope of work including meetings with the City staff, sub-consultants management, schedule management, project supervision and coordination, quality control of the project.

Project Activity 2: Preliminary Engineering

Task No. 2 Preliminary Engineering

This task includes as-builts review, previous study report review, preliminary utility coordination, field visits, H&H (Hydrologic and Hydraulic) modeling, preliminary layout plans, and preliminary cost estimates.

Project Activity 3: Surveying

Task No. 3 Surveying

The surveys will be prepared in accordance with the Standard of Practice requirements for Surveying and Mapping in the State of Florida as set forth by Chapter 5J-17 of the Florida Administrative Code, pursuant to Florida Statues Chapter 472.027. The survey work will be performed by a sub-consultant and scope will be determined by LOCHNER design professionals.

Project Activity 4: Geotechnical Engineering

Task No. 4 Geotechnical Engineering

Lochner shall obtain geotechnical engineering services, and shall be performed by a sub-consultant. Scope and fees are attached with this proposal.

Project Activity 5: Environmental Assessment

Task No. 5 Environmental Assessment

Lochner shall obtain environmental services, and shall be performed by a sub-consultant. Scope and fees are attached with this proposal.

Project Activity 6: Feasibility Report

Task No. 6. Feasibility Report

This task includes preparation of final report, details, exhibits, cost estimates, recommendations for optional improvements. City review comments as applicable will be implemented.

III. SUB-CONSULTANTS

Sub-consultants for geotechnical investigation, environmental assessment, and surveying are required for the proposed work effort.

IV. SCHEDULE OF WORK – TIME OF PERFORMANCE

Consultant will submit the deliverable and perform the Services as stated in the table below:

Schedule of Deliverables			
Task, Sub-Task or Activity ID #	**Major Task, Sub-Task Activity, or Deliverable**	**Duration** (specify weeks or calendar days)	**Delivery** (cumulative weeks or calendar days)
NTP	Notice to Proceed		
Task 1	Project Management	N/A	N/A
Task 2	Preliminary Engineering	12 weeks	NTP+12 weeks
Task 3	Site visits/investigation/survey	8 weeks	NTP+ 8 weeks
Task 4	Geotechnical Engineering	8 weeks	NTP+ 8 weeks
Task 5	Environmental Assessment	12 weeks	NTP+12 weeks
Task 6	Feasibility Report	4 weeks	NTP+16 weeks

V. COMPENSATION

Consultant shall perform the Work detailed in this Proposal for a Total fee of Eighty-One Thousand Five Hundred Fifty Dollars and Zero Cents ($81,550.00). The City shall be liable for reimbursable expenses. Final deliverable shall include the Feasibility Report, and Preliminary Cost Estimate.

NW 127th Street Canal Restoration											
Task		Civil Engineering Services					Sub-Consultant				Task Subtotal
		Principal	Project Manager	Project Engineer	Cadd Tech	Task Subtotal	Geotechnical	Environmental	SURVEYING	Task Subtotal	
		$270.00	$180.00	$105.00	$80.00						
1	Project Management	6	40			$8,820.00					$8,820.00
2	Preliminary Engineering		40	40	40	$14,600.00					$14,600.00
3	Surveying								$19,340.00	$19,340.00	$19,340.00
4	Geotechnical Engineering						$12,400.00			$12,400.00	$12,400.00
5	Environmental Assessment							$7,790.00		$7,790.00	$7,790.00
6	Feasibility Report		80	40		$18,600.00					$18,600.00
Total Amount						$42,020.00				$39,530.00	**$81,550.00**

VI. DATA PROVIDED BY CITY

The following information or documents are to be provided by the City, if available: Drainage As-Builts, and As-builts for other City owned facilities.

VII. EXCLUSION

This Proposal does not include Final engineering and technical specifications, Construction Plans, Permitting, Grant application assistance/coordination, Bidding, Sub-surface utility exploration, Construction Engineering and Inspections (CEI) services, Post Design Services.

VIII. PROJECT MANAGER

CONSULTANT'S Project Manager for this Work Order assignment will be Mohammed Sharifuzzaman, PE.

Submitted by: _____
Edwin Mojena, PE, Vice-President
HW Lochner, Inc.

Reviewed and approval in concept
Recommended by:

_____
Adelina Gross, CIP Manager

PROJECT AGREEMENT
FOR DESIGN SERVICES
BETWEEN
THE CITY OF
OPA-LOCKA AND
H.W. LOCHNER INC

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into this _____day of _____**,** 2023 between the **CITY OF OPA-LOCKA, FLORIDA,** a Florida Municipal Corporation with its principal offices located at **780 Fisherman Street, 4th Floor. Op-locka FL. 33054** (the "City"), and **H.W. LOCHNER INC** (the "Consultant"), a Florida corporation authorized to conduct business in the State of Florida, with principal offices located at **225 w. Washington Street, 12th floor. Illinois, 60606.**

WITNESSED:

WHEREAS, on June 10, 2020, the City approved a pool of Qualified Firms to provide Architectural and Engineering Consulting Services to the City on an as-needed basis pursuant to RFQ# 20-0324200 Library of Miscellaneous Professional Consultants; and

WHEREAS, the Consultant is a member of the pool under the subcategory of Civil Engineering, Landscape Architectural, Structural Engineering and Traffic Engineering Services and has executed a Continuing Services Agreement; and

WHEREAS, the Consultant has been selected by the City to provide Engineering Consulting Design Services (known as the “Project”, the “Services” or the “Scope of Services”) to perform a feasibility study of the proposed canal restoration of NW 127th Street Canal project.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. **CONTRACT DOCUMENTS**

The Contract Documents referred to in this Agreement shall be comprised of the following:

1.1 This Agreement (the "Specific Projects" or "Project Agreement") between the parties), including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

1.2 A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Attachment "A";** and

1.3 Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates; and

1.4 All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to herein between the parties, and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail.

2. THE WORK

Consultant shall furnish all labor, materials and equipment necessary to provide professional Services as specified in the Scope of Services and accepted by the City.

3. PERIOD OF SERVICE

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services request accepted by the City.

4. COMPENSATION

Compensation (the "Contract Sum") for performing the Services related to the Project shall be the fee of **Eighty-One Thousand Five Hundred Fifty Dollars ($81,550.00)** specified in the Scope of Services request accepted by the City.

5. PAYMENTS

5.1 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Attachment “A”. The City shall pay the Consultant for work performed subject to the specifications of the job and any additions and deductions by subsequent change order provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

5.2 The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. TERMINATION

This Agreement may be terminated by the City for convenience upon ninety (90) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

7. DEFAULT:

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

8. ANTI-LOBBYING/NO CONTINGENT FEE:

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

9. WARRANTIES AND GUARANTEES:

9.1 The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

9.2 The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

10. BINDING EFFECT:

This Agreement shall bind and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. AMENDMENTS AND MODIFICATION:

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. MERGER: AMENDMENT:

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. NONASSIGNABILITY:

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

14. NOTICES:

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

H.W. Lochner Inc
225 W. Washington Street
12th Floor
Illinois, 60606

FOR CITY:

City of Opa-Locka
Darvin Williams, Interim City Manager
780 Fisherman Street
Opa-Locka, FL 33054

WITH COPY TO:

Burnadette Norris-Weeks, P.A.
City Attorney
401 North Avenue of the Arts
(NW 7th Avenue)
Fort Lauderdale, FL 33311
Telephone: 954-768-9770
Facsimile: 954-768-9790

15. SEVERABILITY; WAIVER:

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

16. Scrutinized Companies

16.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

16.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

16.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

16.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

17. OTHER PROVISIONS:

17.1 Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

17.2 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

17.3 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

17.4 Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts,

pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law, for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.

17.5 Unless otherwise provided by Law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Upon completion of this Agreement or in the event of termination by either party, any reports, photographs, surveys and other data and documents and all public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein. Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

17.6 Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

17.7 In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

FOR CITY:

ATTEST:

CITY OF OPA-LOCKA

_____
Joanna Flores, City Clerk

By:_____
Darvin Williams,
Interim City Manager

Dated: _____

Approved as to form and legal sufficiency for the use of and reliance by the City of Opa-Locka only:

_____
City Attorney
Burnadette Norris-Weeks, PA

FOR CONSULTANT:

WITNESS:

H.W. LOCHNER INC

_____

By: _____
Authorized Representative

_____
Print Name

_____
Print Name

_____
Date

Corporate Seal:

ATTACHMENT "A"

Consultant Scope of Work and **Fee Proposal dated March,13, 2023** to provide engineering services for the design and preparation of a complete set of construction contract plans for the **NW 127th Street Canal Restoration-Feasibility Study for the amount of Eighty-One Thousand Five Hundred Fifty Dollars ($81,550.00)**

Sponsored By: Interim City Manager

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. FOR THE REHABILITATION OF HISTORIC CITY HALL, PURSUANT TO RFP NO. 23-0215100 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DIAMANTI CONSTRUCTION & DEVELOPMENT, INC., IN AN AMOUNT NOT TO EXCEED ONE MILLION, FOUR HUNDRED FIFTY-TWO THOUSAND, THREE HUNDRED THIRTY DOLLARS ($1,452,330.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 14, 2023, the City of Opa-Locka ("City") published Request for Proposals (RFP) No. 23-0215100 for the Rehabilitation of Historic City Hall; and

WHEREAS, two (2) sealed proposals were received by the City Clerk's Office and certified by the City Clerk on March 2, 2023; and

WHEREAS, the Evaluation Committee reviewed the proposals and subsequently selected Diamanti Construction & Development, Inc. ("Diamanti") as the most responsive responsible bidder. While the second bidder was Two Hundred Sixty-Six Thousand, Three Hundred Ten Dollars ($266,310.00) less expensive than Diamanti, the Interim City Manager recommends approval of Diamanti Construction & Development, Inc. as it possesses the necessary financial responsibility, skills and ability to perform the obligations required for the project; and

WHEREAS, Diamanti has expertise and experience with historic properties, experience in restoring the roof of Historic City Hall and has familiarity with the property. Diamanti has provided a shorter construction schedule as this project needs to be expedited to the extent possible and feasible; and

WHEREAS, the City Commission finds that acceptance of Diamanti Construction & Development, Inc.'s proposal for the Rehabilitation of Historic City Hall and entering into an agreement with said company for same 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) 23-0215100, for the Rehabilitation of Historic City Hall and authorizes the City Manager to enter into an agreement, attached hereto as Exhibit "A", in an amount not to exceed One

Million, Four Hundred Fifty-Two Thousand, Three Hundred Thirty Dollars ($1,452,330.00).

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 _____, 2023.

_____
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:	*04.12.2023*	**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 the Rehabilitation of Historic City Hall pursuant to RFP No. 23-0215100 and further authorizing the Interim City Manager to enter into an agreement with Diamanti Construction & Development, Inc. for the Rehabilitation of Historic City Hall.

Staff Summary:

Request for Proposals (RFP) 23-0215100 was published on January 14, 2023 for the Demolition of the Rehabilitation of Historic City Hall.

Two (2) companies submitted proposals/documents which were certified by the City Clerk on March 2, 2023.

The Evaluation Committee reviewed and rated the proposals accordingly.

Even though the second bidder was $266,310 less expensive, the Interim City Manager, recommends approval of Diamanti Construction & Development, Inc. for the following reasons:

- Diamanti Construction & Development, Inc. has expertise and experience with historic properties;
- Diamanti, Construction & Development, Inc. has experience in restoring the roof of Historic City Hall and has familiarity with the property;
- Diamanti Construction & Development, Inc. has provided a far shorter schedule construction, and this project needs to be expedited to the extent possible and feasible; and
- Diamanti Construction & Development, Inc. recently executed work product par excellence in delivering the New Commission Chambers in a near impossible construction schedule.

Financial Impact: The FY 23 budget includes $1,463,811 for the construction phase of this project (Account 44-541823), funded by $1,053,000 of grants with the remainder coming from the General Fund.

Proposed Action:

Staff recommends the City Commission approve the recommendation for Diamanti Construction & Development, Inc. and authorize the Interim City Manager to enter into an agreement with said company for the Rehabilitation of Historic City Hall in amount not to exceed $1,452,330.00.

Attachment:

RFP No. 23-0215100
Bid Certification
Committee Evaluation Forms
Bid Proposals

CITY OF OPA-LOCKA
CERTIFICATION

REQUEST FOR PROPOSALS
RFP NO. 23-0215100
REHABILITATION OF HISTORIC CITY HALL

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 1:25 p.m. this 2nd day of March, 2023.

PROPOSAL(S) RECEIVED

NAME/ADDRESS	TOTAL CONSTRUCTION COST ESTIMATE
1. Diamanti Construction & Development, Inc. **524 N H St** **Lake Worth Beach, FL 33460** **Contact: Mohammed S. Islam, President** **Tele: (561) 301-7191** **Email: diamanticonstruction@gmail.com**	**$ 1,452,330.00**
2. Safa Construction LLC **11186 SW 17TH MNR** **Davie, FL 33324** **Contact: MD Shahinur Rahman, CEO** **Tele: (954) 326-8295** **Email: md.rahman@safaconstruction.net**	**$ 1,186,020.00**

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 Thursday, March 2, 2023.

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

EVALUATION FORM

RFQ No. 23-0215100
Rehabilitation of Historic City Hall

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: AIRIA AUSTIN **Date:** 03-13-2023

Signature: A. A

Firm Name: DIAMANTI CONSTRUCTION + DEVELOPMENT, INC.

Evaluation

Criterion	Rating
Experience and Qualifications / Ability of Professional Personnel	5
Financial Ability and Resources	4
Local Workforce Participation	5
Schedule and Quality Control	4
Price Proposal	5

Notes:

SEEMS TO HAVE THE EXPERIENCE NEEDED FOR THE PROJECT.
DEMONSTRATED ADEQUATE FINANCIAL STRENGTH

VERY DETAILED LAYOUT OF WORK TO BE COMPLETED

Firm Name: SAFA CONSTRUCTION, LLC.

Evaluation

Criterion	Rating
Experience and Qualifications / Ability of Professional Personnel	4
Financial Ability and Resources	3
Local Workforce Participation	3
Schedule and Quality Control	3
Price Proposal	5

Notes:

HAS ADEQUATE EXPERIENCE FOR THIS TYPE OF PROJECT

SCHEDULE OF WORK IS NOT VERY DETAILED

EVALUATION FORM

RFQ No. 23-0215100
Rehabilitation of Historic City Hall

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: [illegible] Date: 3/13/23

Signature:

Firm Name: DiBonaventi Construction

Evaluation

Criterion	Rating
Experience and Qualifications / Ability of Professional Personnel	4
Financial Ability and Resources	4
Local Workforce Participation	3
Schedule and Quality Control	4
Price Proposal	3

Notes:

GREAT EXPERIENCE
HAS RESOURCES WITHIN BUDGET AVAILABLE
NEED TO DEFINE PROCESS FOR EMPLOYING LOCAL DBE'S
GREAT WORK W/ THE QUALITY RESULTS
SEEMS HIGH BUT WITH AN AGGRESSIVE TIME SCHEDULE

Firm Name: SAFA Construction, LLC

Evaluation

Criterion	Rating
Experience and Qualifications / Ability of Professional Personnel	4
Financial Ability and Resources	4
Local Workforce Participation	3
Schedule and Quality Control	3
Price Proposal	4

Notes:

LOTS OF CERTIFICATIONS
BONDED AT $3.5M
NO RESUMES OF TEAM. NO DEFINED PROCESS FOR LOCAL HIRE
CONSENSUS TIMELINE FOR CONSTRUCTION
NUMBERS LOW BUT HOPEFULLY ACHIEVABLE CHANGE ORDERS

EVALUATION FORM

RFQ No. 23-0215100
Rehabilitation of Historic City Hall

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: CARLOS GONZALEZ **Date:** 3.13.23

Signature: [signature]

Firm Name: DIAMANTI CONST.

Evaluation

Criterion	Rating
Experience and Qualifications / Ability of Professional Personnel	4
Financial Ability and Resources	4
Local Workforce Participation	4
Schedule and Quality Control	5
Price Proposal	4

Notes:

- Very qualified personnel. Has worked in historic renovation projects.
- Will hire local contractors.
- Schedule - 90 days.
- $1,452,330.00

Firm Name: S&F CONST.

Evaluation

Criterion	Rating
Experience and Qualifications / Ability of Professional Personnel	4
Financial Ability and Resources	4
Local Workforce Participation	4
Schedule and Quality Control	4
Price Proposal	4

Notes:

- Has worked on historic renovation projects (Anis - partner)
- Schedule - 40 wks.
- $1,186,020.00

EVALUATION FORM

RFQ No. 23-0215100
Rehabilitation of Historic City Hall

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: King Leonard **Date:** 3/13/23

Signature:

Firm Name: Diamanti Construction & Development Inc

Evaluation

Criterion	Rating
Experience and Qualifications / Ability of Professional Personnel	5
Financial Ability and Resources	5
Local Workforce Participation	5
Schedule and Quality Control	5
Price Proposal	3

Notes:
Very experience construction company in government building and historic building

Firm Name: Safa Construction LLC

Evaluation

Criterion	Rating
Experience and Qualifications / Ability of Professional Personnel	5
Financial Ability and Resources	4
Local Workforce Participation	4
Schedule and Quality Control	3
Price Proposal	4

Notes:
Experience in historic buildings City of Miami

EVALUATION MATRIX

RFP No. 23-0215100
Rehabilitation of Historic City Hall

Firm Name: Diamanti Construction & Development, Inc.

Evaluation

Criterion	Weight	Reviewer Name: Airia Austin		Gregory Gay		Carlos Gonzalez		King Leonard			
		Rating	Score	Rating	Score	Rating	Score	Rating	Score		
Experience and Qualifications	25%	5	1.25	4	1.00	4	1.00	5	1.25		
Financial Ability and Resources	5%	4	0.20	4	0.20	4	0.20	5	0.25		
Local Workforce Participation	10%	5	0.50	3	0.30	4	0.40	5	0.50		
Schedule and Quality Control	5%	4	0.20	4	0.20	5	0.25	5	0.25		
Price Proposal	55%	5	2.75	3	1.65	4	2.20	3	1.65		
Total	**100%**		**4.90**		**3.35**		**4.05**		**3.90**		

Firm Name: Safa Construction LLC

Evaluation

Criterion	Weight	Reviewer Name: Airia Austin		Gregory Gay		Carlos Gonzalez		King Leonard			
		Rating	Score	Rating	Score	Rating	Score	Rating	Score		
Experience and Qualifications	25%	4	1.00	4	1.00	4	1.00	5	1.25		
Financial Ability and Resources	5%	3	0.15	4	0.20	4	0.20	4	0.20		
Local Workforce Participation	10%	3	0.30	3	0.30	4	0.40	4	0.40		
Schedule and Quality Control	5%	3	0.15	3	0.15	4	0.20	5	0.25		
Price Proposal	55%	5	2.75	4	2.20	4	2.20	4	2.20		
Total	**100%**		**4.35**		**3.85**		**4.00**		**4.30**		

EVALUATION MATRIX

RFP No. 23-0215100
Rehabilitation of Historic City Hall

FIRM SELECTED

Reviewer:

	Diamanti Construction & Development, Inc.	Safa Construction LLC			
Airia Austin	4.90	4.35			
Gregory Gay	3.35	3.85			
Carlos Gonzalez	4.05	4.00			
King Leonard	3.90	4.30			
0	0.00	0.00			
AVERAGE RATING	**3.24**	**3.30**			

DIAMANTI CONSTRUCTION & DEVELOPMENT. INC

CITY OF OPA-LOCKA

REHABILITATION OF HISTORIC CITY HALL

RFP NO: 23-0215100

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(s):

1. Letter of Transmittal

2. General Information

3. Project Approach

4. Experience and Qualifications

5. Schedule

6. Pricing of Services

7. References

8. Exhibit(s)

Section 1: Letter of Transmittal

In Diamanti Construction & Development, Inc, our subcontractors, and professional associates understand the scope of the work outlined in the bid document. We are committed to comply with all the Federal, State, County and City regulations from beginning to completion of the project.

We recognize the environment and will comply with cleanliness and professionalism in and around the City .
Diamanti Construction and its subcontractor will maintain direct communication with 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.

Main 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 conduct 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
- This Company licensed, and certified to do business in the State of Florida
- State License and State Registration 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 properties during demolition and renovation process, by removing debris with minimum interference.
3. The proposer will take necessary steps with the owner's permission to keep the area secure and clean.
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. **Leo Urban, Landscape Architect FL PLA#1482**
5. **Sanjiv Anand, M. Architecture, Project Management**

Mohammed S. Islam

diamanticonstructionfl@gmail.com

CONTACT

Lake Worth Beach, FL 33460

(561)-301-7191

EDUCATION

Bachelor of Science in Chemical Science
Wichita State University, KS
May 1999

SKILLS

- General Contracting Professional
- Commercial Construction Expert
- Residential and Commercial Construction
- Building, demolition, and renovation
- Subcontractor management
- Knowledgeable in construction safety and OSHA compliance
- Bidding and Estimating
- Historical Restoration
- Blueprint reading
- Strong leadership and team management skills

LICENSES

Florida State Certified General Contractor

PROFESSIONAL SUMMARY

Successfully operating a general construction business for 7 years, with a total of 15-year experience in the construction industry. Managing multiple crews on large scale commercial and residential construction and development projects with successful completion through effective management. Knowledgeable and experienced General Contractor with exceptional project management skills and subcontractor alliances. Detailed in codes compliance, safety, and budget management. Outstanding reputation for top-quality work on variety of project types.

WORK HISTORY

General Contractor – Business Owner
Lake Worth Beach, FL ~ January 2016 – Current

- Built the Commission Chamber for the City of Opa Locka
- Designed and constructed pharmacy and walk-in clinic in West Palm Beach
- Renovated the Building & Licensing Dept. for the City of Opa Locka
- Constructed an ADA sidewalk in the Village of Royal Palm Beach
- Installed landscaping for commercial service station
- Remodeled and developed a gas station and associated facilities
- Restored a two-story historical building

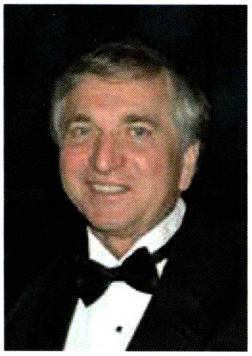
AAA Investment – Project Manager
Lake Worth Beach, FL ~ January 2013 – 2018

- Oversaw the completion and renovation of over 500 projects
- Performed regular jobsite observations to provide direction for all contractor personnel and subcontractors
- Prepare all estimates, bids, invoices, change orders, and contracts
- Coordinate and run multiple jobs simultaneously
- Conduct routine quality audits to ensure that work is progressing per the specifications and initiate corrective actions

Real Estate Investor and Developer
Lake Worth Beach, FL ~ 2007 – Current

ACCOMPLISHMENTS

- Real Estate License training (2007-08)
- Research in Biotechnology Lab at Florida Atlantic University (2006-07)
- General's Award: Outstanding Soldier (Jan 2000. Ft. Lee, VA)
- US Army Supple Specialist Training (1999-2000)



LEO F. URBAN
PROFESSIONAL LANDSCAPE ARCHITECT
LEED®-AP BD+C

LICENSURE

New Hampshire No. 138, Massachusetts No. 637
Florida No. LA0001482, NH Corp. Certificate No. 0004426320
USGBC, LEED®-AP BD+C
FDEP Stormwater Management Inspector No. 23940

EDUCATION

Harvard Graduate School of Design
Masters Degree in Landscape Architecture, 1971
Iowa State University
Bachelor of Science Degree in Landscape Architecture, 1969
State Agricultural and Technical College, Farmingdale, NY
Associates Degree in Ornamental Horticulture, 1967

EXPERIENCE

- Mr. Urban has over 49 years of experience in the field of Landscape Architecture, Site Planning and Site Plan Approvals in New England and in South Florida. He is nationally recognized and the recipient of numerous design awards. His work has been published in Builder, Better Homes and Gardens and American Builder Quarterly Magazines. He is responsible for the redevelopment design of downtown Keene, NH that was selected as one of the top 10 great public spaces in America by the American Planning Association.
- From 1979 Mr. Urban founded and opened an eighteen person Landscape Architecture firm located in Bedford, New Hampshire. In 1994, he established the Florida office.
- Prior to starting Urban Associates, Inc. in 1979, he was the Director/Project Manager of the Landscape Architectural Department at Dufresne-Henry Engineering (150 person firm) located in Springfield, Vermont from 1971 to 1978. In this capacity, he was in charge of site planning and landscape design for all municipal and private development projects.
- Travel to Italy, Spain, and the Hawaiian Islands to study Architecture, Gardens, Parks, and Public Spaces.

ORGANIZATIONS AND AFFILIATIONS

- American Society of Landscape Architects
- Florida ASLA Government Affairs Committee
- U.S. Green Building Council (LEED®-AP BD+C)
- New Hampshire Planners Association
- Plan New Hampshire
- Green Roofs for Healthy Cities
- American Rainwater Catchment System Association (ARCSA)
- Rotary International and Currently serving on the Bedford Rotary Board of Directors

EXPERTISE

- Subdivision Plans, Site Plans, Grading Plans, Project Management, Leed Project Facilitator, Biophilic Design, Placemaking, Healing Gardens, Custom Homes, Streetscapes, Sustainable Site Design, Client Contact, Marketing, Construction Cost Estimates, Planting Design, Low Volume Irrigation Design, Rainwater Harvesting Design, Site Lighting Photometrics & Certification, Stormwater Management Design, Paving and Drainage Plans, Low Impact Development (LID) Design, ERP Plan Approvals, Permits & Approvals, Construction Observation Services, AutoCAD operation, 3D Models & Graphic Presentations, Green Roof/Wall & Architecture Design, EcoArtist, Public Artist and Educator.

PRE-QUALIFIED

- Qualified Public Artist
- FDEP Certified Stormwater Erosion & Sedimentation Control Inspector
- Educator - FLASLA & AIA Approved Course Curriculum in Stormwater Management Design & ERP Approval Process & Approved Course on Green Roof and Living Architecture Design

SANJIV ANAND

PROFILE SUMMARY

- Over 25 years of experience in architecture and construction,
- Proven record of successfully delivering projects on time, within the scope, and the budget,
- Good understanding of the project requirements, budgetary restrictions, and logistical considerations,
- Experience in the personnel supervision and coordination of construction activities, applying corrective measures as needed, revising the schedule for critical path and milestones, documenting the same,
- Project administration, inspection, and communicating the work progress to clients and consultants,
- Conducting meetings with utility representatives, sub-contractors, and clients,
- Understanding the design drawings and technical specifications to assure/control the quality,
- Advanced Knowledge of Microsoft Office, Microsoft Project, Microsoft Visio, and AutoCAD,

CERTIFICATIONS

- Construction Quality Management for Contractors, US Army Corps of Engineers
- CPR/AED, International CPR Institute
- OSHA-30-hour Course in Construction Safety and Health
- Environmental Compliance Assessment, Training, and Tracking System, Naval Facilities Engineering

EXPERIENCE

Diamanti Construction & Development, Inc

Designer, Project Manager (From November 2022)

Anand Designs LLC Delray Beach, Florida

Designer, Project Manager (March 2017 to October 2022)

Shanti Niketan, Tavares, FL *– 54-unit senior community and clubhouse with dining facilities, library, gym*

Dryden apartments, West Palm Beach, FL *– 15-unit rental community*

Osa Mayor, Peru, Lima *– 6-unit community*

Various medical offices, restaurants, beauty salon, automobile repair facilities, FL

- Produced design and construction documents for the abovementioned projects

Marianna Oaks Golf Course & Estates, FL

- Consulted on the development of 450 acres of land, including the rezoning of agricultural land to multi-family use, and annexation of the land to the city. Hired real estate brokers, attorneys, etc.

Building Safety Inspections of Commercial Buildings

- Work involves conducting commercial and multi-family building safety inspections and consultation on the corrective measures to maintain a safe environment in these buildings

Benaka Inc, New Brunswick, NJ

QC Manager (April 2017 to March 2018)

Various HVAC improvements, Naval Base, Mechanicsburg, PA

Replacing Fire Sprinkler systems, Naval Base, Mechanicsburg, PA

Remodeling of Vermont Air National Guard, South Burlington, VT

- Verified for compliance, and forwarded company organization charts, and environmental protection plans, including solid waste management and indoor air quality tests, accident prevention plan and product submittals, etc. from subcontractors to the client.

EDUCATION

- Master of Computer Science, 2004, Florida Atlantic University, Florida
- Master of Architecture, 1992, State University of New York at Buffalo, NY
- Bachelor of Architecture, 1984, School of Planning and Architecture, Delhi, India

Section 5: Schedule

REHABILITATION OF HISTORIC CITY HALL

No.	Start	End	Task
1	04/03/2023	04/14/2023	**Mobilization**
2	04/10/2023	05/10/2023	**Roofing/Framing/Dome**
3	04/10/2023	05/26/2023	**HVAC/Electric**
4	05/15/2023	05/31/2023	**Drywall Hanging/Finishing/Paint**
5	04/10/2023	05/19/2023	**Woodwork/Stairs/Doors**
6	04/10/2023	04/28/2023	**Plumbing/Elevator**
7	06/01/2023	06/30/2023	**Flooring/Punch List/Landscaping/Final Completion**

Estimated project completion time: Approx 90 days from start.

Any delay in equipment receiving or unseen circumstances should not be included in the above approx. completion time.

Section 6: Pricing of Services

DIVISION 2			
2	Site Demolition & Cleaning	$5,000.00	
2	Selective demo & cleaning bldg.	$5,000.00	
2	Sitework	$15,000.00	
2	Landscaping	$45,000.00	
2	Irrigation	$35,000.00	
2	Pavers	$30,000.00	
2	Fountain repair	$14,000.00	
	DIVISON 2 TOTALS		**$149,000.00**
DIVISION 3			
3	Minaret tower repair	$5,000.00	
3	Elev. Tower	$5,000.00	
3	SW Tower	$5,000.00	
3	Site Wall	$15,000.00	
3	Ext Stair Repairs	$10,000.00	
	DIVISION 3 TOTALS		**$40,000.00**
DIVISION 4			
4	CMU Brick Repointing	$10,000.00	
	DIVISION 4 TOTALS		**$10,000.00**
DIVISION 5			
5	Spiral Stair Rust clean & complete	$15,000.00	
5	Access Ladder - tower	$5,000.00	
5	Reinstall Top Core	$10,000.00	
5	Lift Cabin & Weld	$15,000.00	
5	Bridge Alum Rail	$9,500.00	
	DIVISION 5 TOTALS		**$54,500.00**
DIVISION 6			
6	Rough Carpentry	$8,500.00	
6	Restore Interior Stair	$19,500.00	
6	Restore Interior Stair-Handrail	$6,500.00	
6	Final Repair-Ext Balcony	$5,000.00	
6	Finish Millwork	$10,000.00	
6	2nd & 3rd Floor Wood Decking	$8,000.00	
	DIVISION 6 TOTALS		**$57,500.00**

DIVISION 7			
7	Final Repair & Installation	$7,500.00	
7	Demolition BUR & Damaged Wood Decking	$7,500.00	
7	New Roof Wood Decking	$7,500.00	
7	New Roofing (Insulation & BUR)	$125,000.0	
7	Repair Broken Tiles	$5,000.00	
7	Roofing Standing Seam	$4,000.00	
	Joint Sealer	$7,500.00	
	Domes Repair	$20,000.00	
	Cleanout Scupper	$3,500.00	
	DIVISION 7 TOTALS		**$187,500.00**
DIVISION 8			
8	HM Doors & Frames	$55,000.00	
8	Door Hardware	$23,500.00	
8	Access Panels & Louvers	$4,500.00	
8	Windows-Finish Trims & Repair Broken Glass	$7,500.00	
	DIVISION 8 TOTALS		**$90,500.00**
DIVISION 9			
9	Stucco	$30,000.00	
9	Ceramic Tile	$12,000.00	
9	LVT Floor	$65,000.00	
9	Base	$5,000.00	
9	Wood Floor - Rehab	$5,000.00	
9	Acoustical Ceiling	$32,000.00	
9	Framing - finish	$9,500.00	
9	Selective demo & install insulation	$9,500.00	
9	Drywall	$52,000.00	
9	Wood Beams at Council	$6,800.00	
9	Exterior Painting	$42,500.00	
9	Interior Painting	$37,500.00	
	DIVISION 9 TOTALS		**$306,800.00**

DIVISION10			
10	Toilet Accessories	$6,500.00	
10	Fire Extinguishers & Cabinets	$2,500.00	
10	Signage	$5,000.00	
	DIVISION 10 TOTALS		**$14,000.00**
DIVISION14			
14	Elevator Complete	$20,000.00	
	DIVISION 14 TOTALS		**$20,000.00**
DIVISION15			
15	Fire Sprinklers complete	$25,000.00	
15	Snake Underground Sanitary	$5,000.00	
15	Complete Wall Rough Plumbing	$20,000.00	
15	Plumbing Fixtures	$10,000.00	
15	Sump Pump Elevator	$5,500.00	
15	HVAC Equipment	$60,000.00	
15	Ductwork	$50,000.00	
15	Test & Balance	$7,500.00	
	DIVISION 15 TOTALS		**$183,000.00**
DIVISION16			
16	Electrical Gear & Panel review	$15,000.00	
16	Light Fixtures (new vs old)	$85,000.00	
16	Fire & Security Alarm	$25,000.00	
16	Misc. Pipe & Wire	$12,500.00	
16	Electrical Labor - complete scope	$70,000.00	
	DIVISION 16 TOTALS		**$207,500.00**
	ESTIMATE TOTAL COST		**$1,320,300.0**
	GENERAL CONDITIONS & OHP-10%		**$132,030.00**
	TOTAL CONSTRUCTION COST ESTIMATE		**$1,452,330.0**

Section 7: References

1. **City of Opa-Locka: Commission Chamber**
   Built new commission chamber with LED lighting Fixtures, Flooring, HVAC, IT Room with vertical glass view, ADA Compliant stage with ramp, daises for Mayor, commissioners and managers.
   Contact Person: Adelina Gross, CIP-Project Manager
   Ph# 305 953-2868 ext.: 3001; Email: agross@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 a new walk-in clinic and retail pharmacy.
   Contact Person: Mazin Alamin, Pharmacist (Owner)
   Ph# 484-683-5500; Email: mfkelamin@gmail.com

Section 8: Exhibit(s)

1. Exhibit A (State of Florida-Occupational License)
2. Exhibit B (Florida DBPR Registration)
3. Exhibit C (Local Business Tax Receipt)
4. Exhibit D (Certificate of Liability Insurance)
5. Exhibit E (Project Completed and in Progress Pictures)
    i. Commission Chamber, City of Opa-Locka -Feb 2023(Complete Built Out)
    ii. Metropolitan Drugs Pharmacy-Nov 2022 (Complete Built Out)
    iii. Rehabilitation of Marathon Gas Station-Nov 2021 (Complete Restructured Floor Plan. Built 1952)
    iv. Historic Building Renovation-Feb 2020 (Two Story, Built 1912)
    v. Historic City Hall, City of Opa-Locka-May 2019 (Roof & Dome Repairs)
6. Exhibit F (Additional Forms-City of Opa-Locka Pg 20-31)

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

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.

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

524 N H ST
LAKE WORTH BEACH, FL 33460

Annual Reports

Report Year	Filed Date
2020	03/26/2020
2021	03/14/2021
2022	02/09/2022

Document Images

02/09/2022 -- ANNUAL REPORT	View image in PDF format
03/14/2021 -- ANNUAL REPORT	View image in PDF format
03/26/2020 -- ANNUAL REPORT	View image in PDF format
03/25/2019 -- ANNUAL REPORT	View image in PDF format
03/02/2018 -- ANNUAL REPORT	View image in PDF format
04/30/2017 -- ANNUAL REPORT	View image in PDF format
04/14/2016 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

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.

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

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	

INSURED

DIAMANTI CONSTRUCTION & DEVELOPMENT, INC
3832 PARKSIDE CIRCLE
Palm Springs FL 33461

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.

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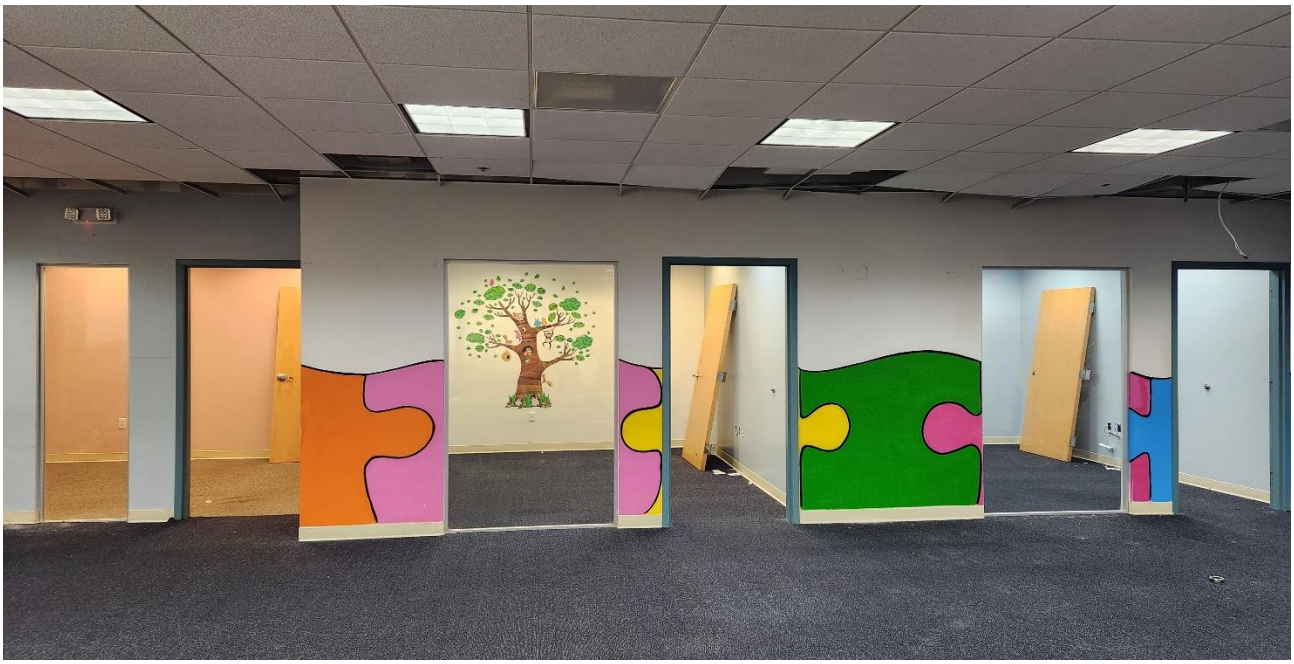
The ACORD name and logo are registered marks of ACORD

City of Opa-Locka, Commission Chamber
By
Diamanti Construction & Development, Inc

City of Opa-Locka Commission Chamber Plaque



Interior View-Before Renovation

Interior View-During Demolition

Ceiling Grid-Before Installation

Interior Renovation In progress

Stage Framing in Progress

Stage After Completion

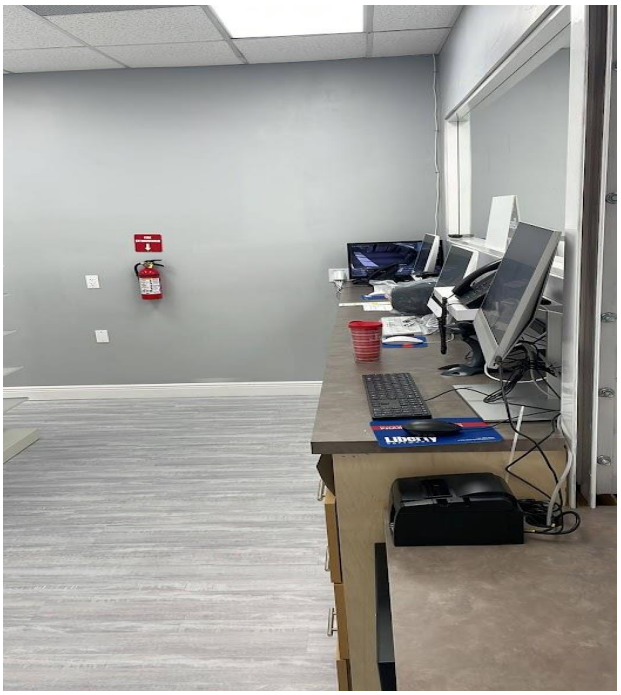
Mayor & Commissioners Dias View

Managers Dias View

Front View

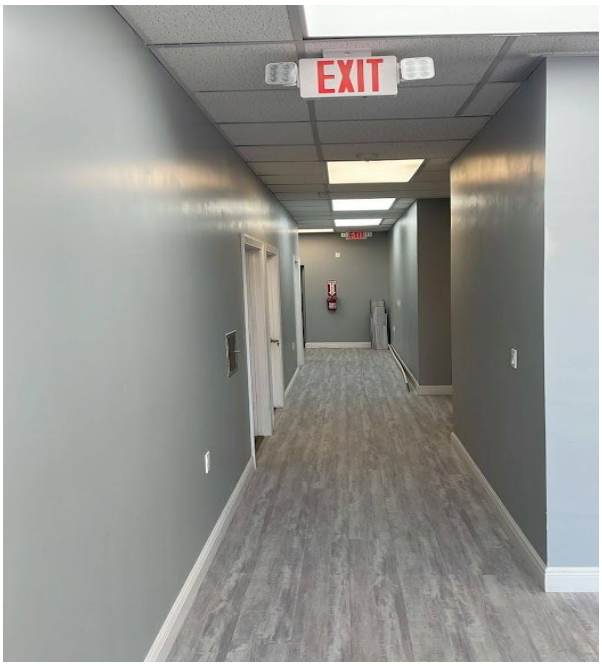
MD Pharmacy, 1367 N Military Trail, West Palm Beach
By
Diamanti Construction & Development, Inc

Before Demolition

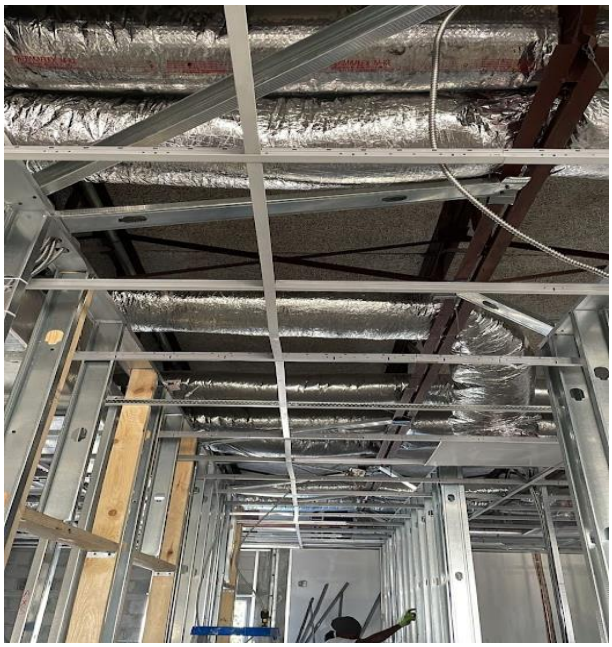


After Renovation

Clinic Hallway Framing



Clinic Hallway-After Renovation



Ceiling Grid-Before Renovation

Ceiling Grid Installed

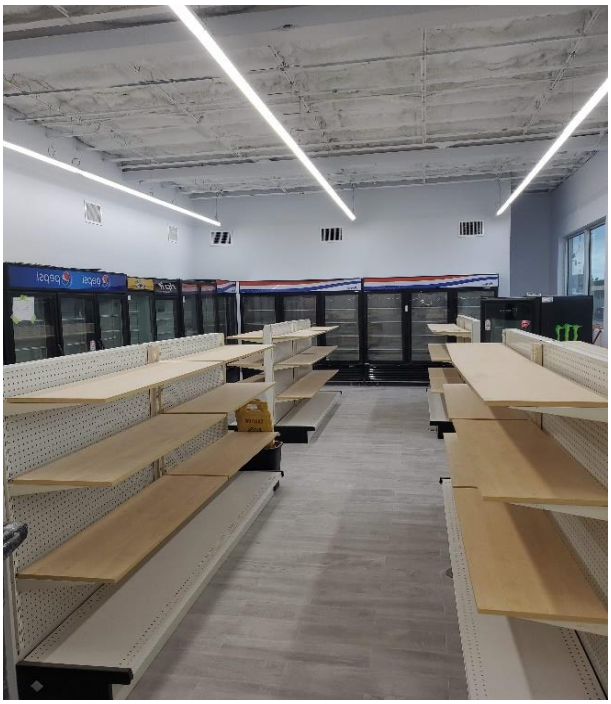
Clinic Exam Room

Pharmacy Consult Area

MD Pharmacy, 1367 N Military Trail, West Palm Beach
By
Diamanti Construction & Development, Inc

Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc

Interior View-Before Rehabilitation



Interior View-After Rehabilitation

Back View-Before Rehabilitation

Back View-After Rehabilitation

Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc

Cashier Area-Before Rehabilitation

Cashier Area-After Rehabilitation

Exterior-New Wall Tiles Design, Stucco

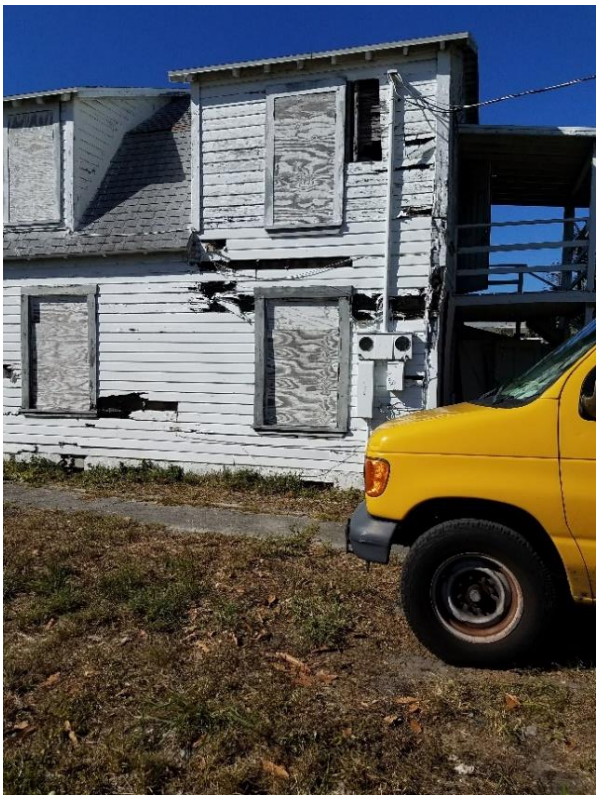
Exterior View-After Rehabilitation

Marathon Gas Station, 4901 Broadway, West palm Beach
By
Diamanti Construction & Development, Inc

1912 Wood Frame Building Renovation, 524 N H St, Lake Worth Beach
By
Diamanti Construction & Development, Inc

Front View-Before Rehabilitation

Front View-After Rehabilitation



Side View-Before Rehabilitation

Side View-After Rehabilitation

1912 Wood Frame Building Renovation, 524 N H St, Lake Worth Beach
By
Diamanti Construction & Development, Inc

Back View-Before Rehabilitation

Back View-After Rehabilitation

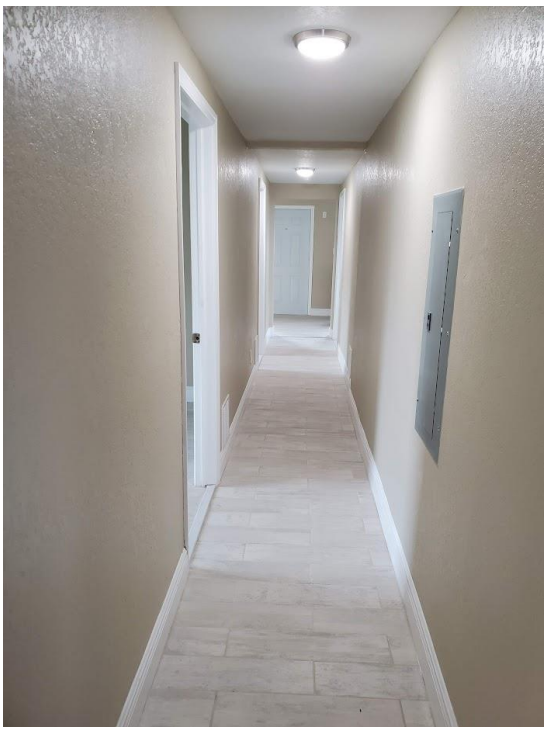
Interior View-1 Before Rehabilitation

Interior View-1 After Rehabilitation

Interior View-2 Before Rehabilitation

Interior View-2 After Rehabilitation

Interior View-3

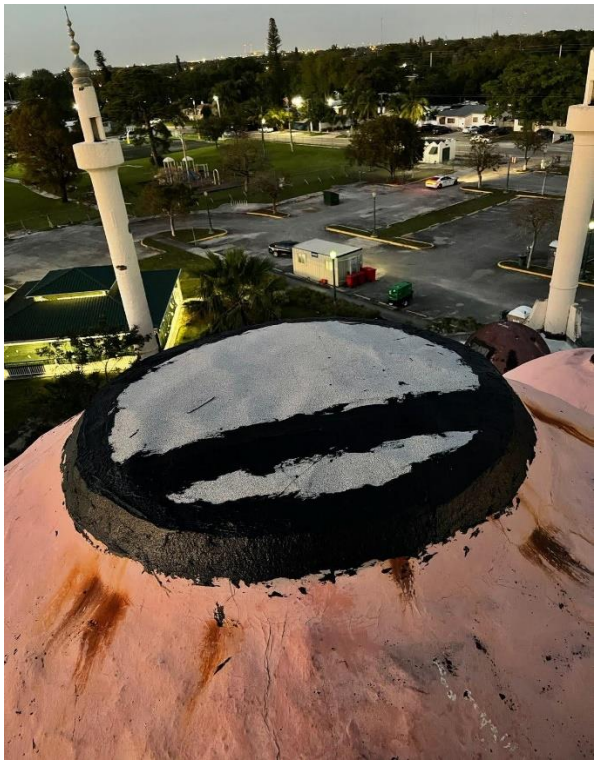


Interior View-4

3RD level Dome-Before Repair

After Leak Repair

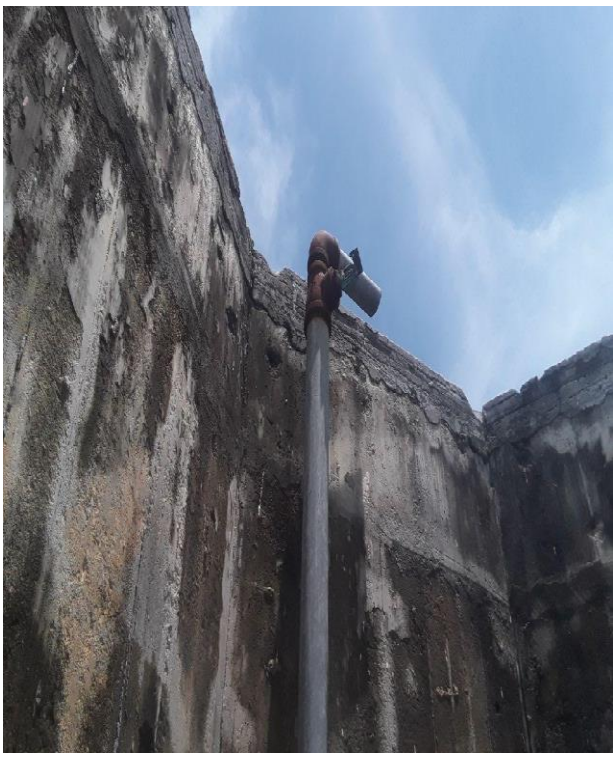
4th Level Dome-Before Repair



4th Level Dome-After Repair

2nd Level Dome-Before Repair

2nd Level Dome-After Repair



Tower Opening-Before Closure

Tower Opening-After Closure

RFP NO. 23-0215100
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: 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	01/01/2022

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 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: 23-0215100

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	$ 5,000.00	
2	Selective demo & cleaning bldg.	$ 5,000.00	
2	Sitework	$ 15,000.00	
2	Landscaping	$ 45,000.00	
2	Irrigation	$ 35,000.00	
2	Pavers	$ 30,000.00	
2	Fountain repair	$ 14.000.00	
DIVISION 2 TOTALS			$ 149,000.00
DIVISION 3			
3	Minaret tower repair	$ 5,000.00	
3	Elev Tower	$ 5,000.00	
3	SW Tower	$ 5,000.00	
3	Site Wall	$ 15,000.00	
3	Ext Stair Repairs	$ 10,000.00	
	DIVISION 3 TOTALS		$ 40,000.00
DIVISION 4			
4	CMU Brick Repointing	$	
	DIVISION 4 TOTALS		$ 10,000.00
DIVISION 5			
5	Spiral Stair Rust clean & complete	$ 15,000.00	
5	Access Ladder - tower	$ 5,000.00	
5	Reinstall Top Core	$ 10,000.00	
5	Lift Cabin & Weld	$ 15,000.00	
5	Bridge Alum Rail	$ 9,500.00	

	DIVISION 5 TOTALS		$ 54,500.00
DIVISION 6			
6	Rough Carpentry -	$ 8,500.00	
6	Restore Interior Stair	$ 19,500.00	
6	Restore Interior Stair - handrail	$ 6,500.00	
6	Final repair - Ext Balcony	$ 5,000.00	
6	Finish millwork	$ 10,000.00	
6	2nd & 3rd floor wood decking	$ 8,000.00	
	DIVISION 6 TOTALS		$ 57,500.00
DIVISION 7			
7	Finial Repair & Installation	$ 7,500.00	
7	Demolition BUR & damaged wood decking	$ 7,500.00	
7	New roof wood decking	$ 7,500.00	
7	New Roofing (insulation & BUR) as per Roof Consultant Recommendations	$ 125,000.00	
7	Repair broken tiles	$ 5,000.00	
7	Roofing Standing Seam	$ 4,000.00	
7	Joint Sealer	$ 7,500.00	
7	Domes repair	$ 20,000.00	
7	Cleanout scupper	$ 3,500.00	
	DIVISION 7 TOTALS		$ 184,000.00
DIVISION 8			
8	HM Doors & Frames	$ 55,000.00	
8	Door Hardware	$ 23,500.00	
8	Access Panels & Louvers	$ 4,500.00	
8	Windows - finish trim & repair broken glass	$ 7,500.00	
DIVISION 8 TOTALS			$ 90,500.00
DIVISION 9			
9	Stucco	$ 30,000.00	
9	Ceramic Tile	$ 12,000.00	
9	LVT Floor	$ 65,000.00	
9	Base	$ 5,000.00	
9	Wood Floor - Rehab	$ 5,000.00	
9	Acoustical Ceiling	$ 32,000.00	
9	Framing - finish	$ 9,500.00	
9	Selective demo & install insulation	$ 9,500.00	
9	Drywall	$ 52,000.00	
9	Wood Beams at Council	$ 6,800.00	
9	Exterior Painting	$ 42,500.00	
9	Interior Painting	$ 37,500.00	
	DIVISION 9 TOTALS		$306,800.00

DIVISION 10			
10	Toilet Accessories	$ 6,500.00	
10	Fire Extinguishers & Cabinets	$ 2,500.00	
10	Signage	$ 5,000.00	
	DIVISION 10 TOTALS		$ 14,000.00
DIVISION 14			
14	Elevator complete	$	
	DIVISION 14 TOTALS		$ 20,000.00
DIVISION 15			
15	Fire Sprinklers complete	$ 25,000.00	
15	Snake Underground Sanitary Piping to verify condition	$ 5,000.00	
15	Complete Wall Rough Plumbing	$ 20,000.00	
15	Plumbing Fixtures	$ 10,000.00	
15	Sump Pump Elevator	$ 5,500.00	
15	HVAC Equipment	$ 60.000.00	
15	Ductwork	$ 50,000.00	
15	Test & Balance	$ 7,500.00	
	DIVISION 15 TOTALS		$ 183,000.00
DIVISION 16			
16	Electrical Gear & Panel review	$ 15,000.00	
16	Light Fixtures (new vs old)	$ 85,000.00	
16	Fire & Security Alarm	$ 25,000.00	
16	Misc Pipe & Wire	$ 12,500.00	
16	Electrical Labor - complete scope	$ 70,000.00	
	DIVISION 16 TOTALS		$ 207,500.00
	ESTIMATE TOTAL COST		$ 1,320,300.00
	GENERAL CONDITONS & OHP - Assume 10%		$ 132,030.00
	TOTAL CONSTRUCTION COST ESTIMATE		$ 1,452,330.00

SUBMITTED THIS 02 DAY OF March 2023.

BID SUBMITTED BY:

Diamanti Construction & Development, Inc	561-301-7191
Company	Telephone Number
Mohammed S Islam	
Name of Person Authorized to Submit Bid	Fax Number
M Saif Islam Verified by pdfFiller 02/25/2023	diamanticonstrctionfl@gmail.com
Signature	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 M Saif Islam

Printed Name Mohammed S Islam

CITY OF OPA-LOCKA
RFP NO. 23-0215100

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 Presient (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.

02/25/2023 (Date)

M Saif Islam (Signature)

Verified by pdfFiller 02/25/2023

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 Yuenson Estime

Witness Sradjy Love Sosaphy

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: Mohammed S Islam

Title: President

Sworn and subscribed before this

27 day of February, 2023

Notary Public, State of Florida

Dieunous Ceant

(Printed Name)

My commission expires:

DIEUNOUS CEANT
Notary Public - State of Florida
Commission # GG 968965
My Comm. Expires Mar 12, 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: M Saif Islam Verified by pdfFiller 02/25/2023

Print Name: Mohammed S Islam

Title: President

Date: 02/ 25 /2023

RFP NO: 23-0215100

CITY OF OPA-LOCKA – REQUEST FOR PROPOSAL (RFP)
REHABILITATION OF HISTORIC CITY HALL

780 FISHERMAN STREET
OPA-LOCKA, FL 33054

Miami-Dade County, Florida

Prepare For:

CITY OF OPA-LOCKA

Prepared By:

SAFA CONSTRUCTION, LLC

March 2023

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A1. Insurance information

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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A2. Bonding Capacity

Alscott, Inc.

An AssuredPartners Company
4911 S. Arrowhead Dr. Suite 310
Independence, MO 64055
Phone: 816-525-3155

October 26, 2022

Re: Safa Construction
Davie, FL
Bonding Program

Dear Sir or Madam:

Please let this letter serve as notice that Safa Construction is bonded by the Foundation Surety & Insurance Solutions, which is listed as a U.S. Treasury Department approved surety.

Based upon our solid relationship, and Safa Construction's top rated performance, we are pleased to state that Safa Construction does have bonding capacity currently available with Foundation Surety & Insurance Solutions for a single bond of $1.5 million with an aggregate of up to $3.5 million. It is understood the issuance of any final or bid bonds is a matter between the Safa Construction and Foundation Surety & Insurance Solutions and no liability to third parties is assumed should bonds not be executed for any reason.

We fully recommend Safa Construction for your construction needs. You will find the company has a proven track record of owner satisfaction and of bringing projects in on time and within budget.

If you have any questions, please feel free to call.

Sincerely,

David S. Salavitch

David S. Salavitch
President

A3.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

A4. Drug-Free Certification

CITY OF OPA-LOCKA

RFP NO. 23-0215100

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.

2/28/2023
Date Signature

A5. 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

A6. 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)

My commission expires: 04-17-2026

AYESHA HACK
Notary Public - State of Florida
Commission # HH 222913
My Comm. Expires Apr 17, 2026
Bonded through National Notary Assn.

A7. 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: 02/28/2023

A8. Licenses

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

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.

B. Evaluation Criteria

B1. Experience and Qualifications of professional personnel assigned to the project (25 Points)

i. List the profile or experience and reference
ii. Qualifications of the firm
iii. Licenses
iv. Educational background
v. Applicable certifications
vi. Historic building experience

B2. Financial Ability and Resources (5 Points)
B3. Local Workforce Participation (10 Points)
B4. Schedule and Quality Control (5 Points)
B5. Price Proposal (55 Points)

B1. EXPERIENCE AND QUALIFICATIONS OF PROFESSIONAL PERSONNEL ASSIGNED TO THE PROJECT (25 POINTS)

i. List the profile

Public client:

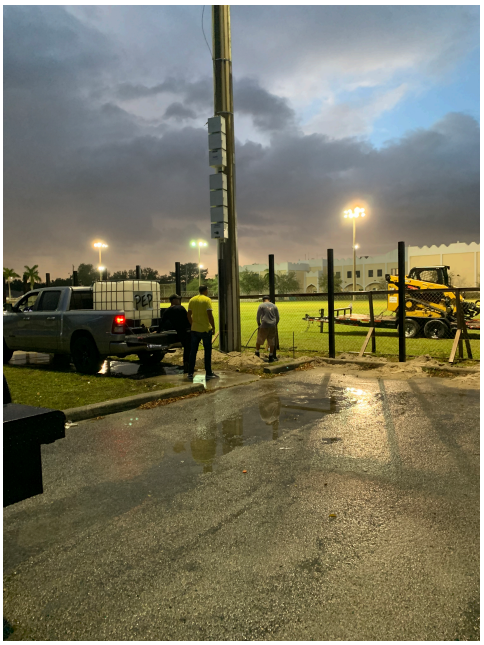
1. **City of Opa-Locka-P.O. 2022-04-013 (Fence installation in Sherbondy park)**
2. **City of Opa-Locka-P.O-2022-04-01 (Fence installation in Ingram and Segal park)**
3. **City of Opa-Locka- P.O 22002005 (Flooring in 780 fisherman street, School facility)**
4. **The City of Lauderdale Lakes – P.O 2022-055 (Flooring in Lauderdale Lakes Senior Center- 2nd floor)**
5. **The city of Lauderdale Lakes – P.O 2022-009 (36" inch concrete column restoration for basketball court)**
6. **The city of Lauderdale Lakes – P.O 22200367 (Commission chamber – Painting)**
7. **The city of Lauderdale Lakes – P.O-22200389 (Parking structure for Maintenance vehicle – steel structure)**
8. **Lake Worth Drainage District – P.O-225947L.16 (Building painting)**

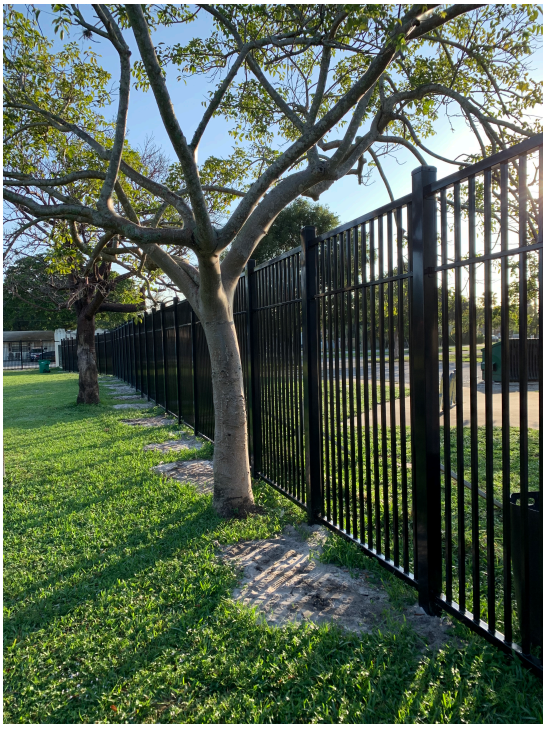
Please see some pictures below for reference:

Private client:

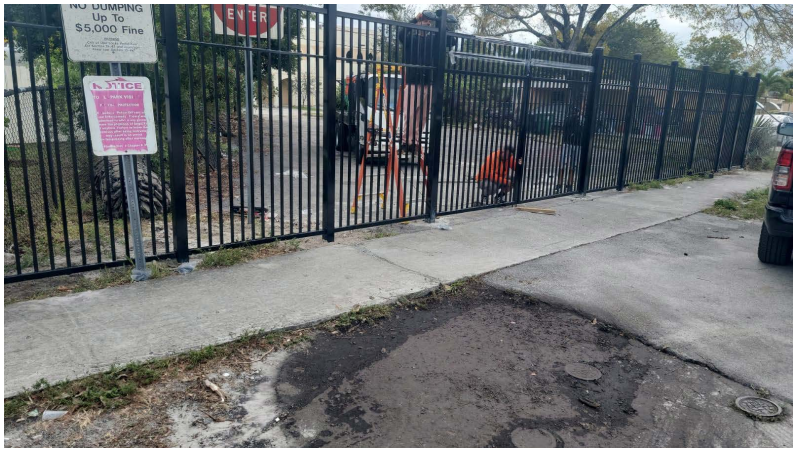
1. **New Residential home at 921 Lake Avenue, Lehigh Acres, Fl 33972**
2. **New Residential home at 1515 East 9th Street, Lehigh Acres, Fl 3397**
3. **New Residential home at 1218 Mckinley Avenue, Lehigh Acres, Fl 33972**
4. **New Residential home at 815 Clayton, Lehigh Acres, Fl 33972**
5. **New Residential home at 813 Clayton, Lehigh Acres, Fl 33972**
6. **New Residential home at 816 Maple Avenue, Lehigh Acres, Fl 33972**

City of Opa-Locka-P.O. 2022-04-013 (Fence installation in Sherbondy park)

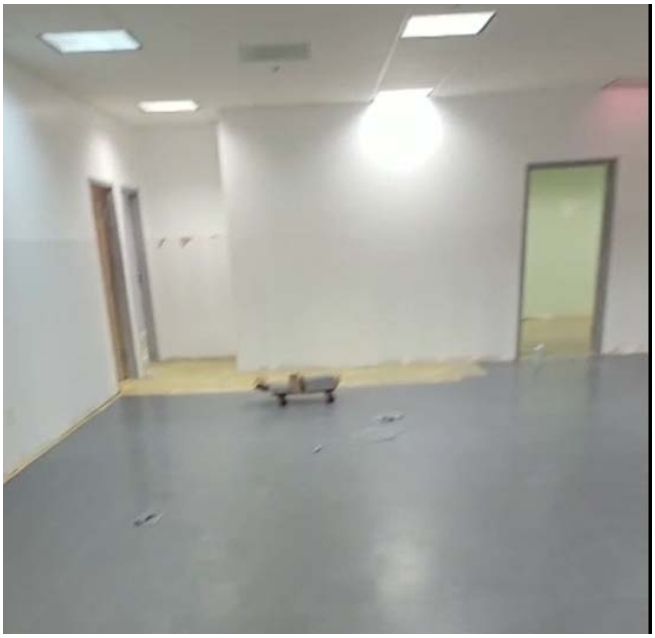




City of Opa-Locka-P.O-2022-04-01 (Fence installation in Ingram and Segal park)



City of Opa-Locka- P.O 22002005 (Flooring in 780 fisherman street, School facility)



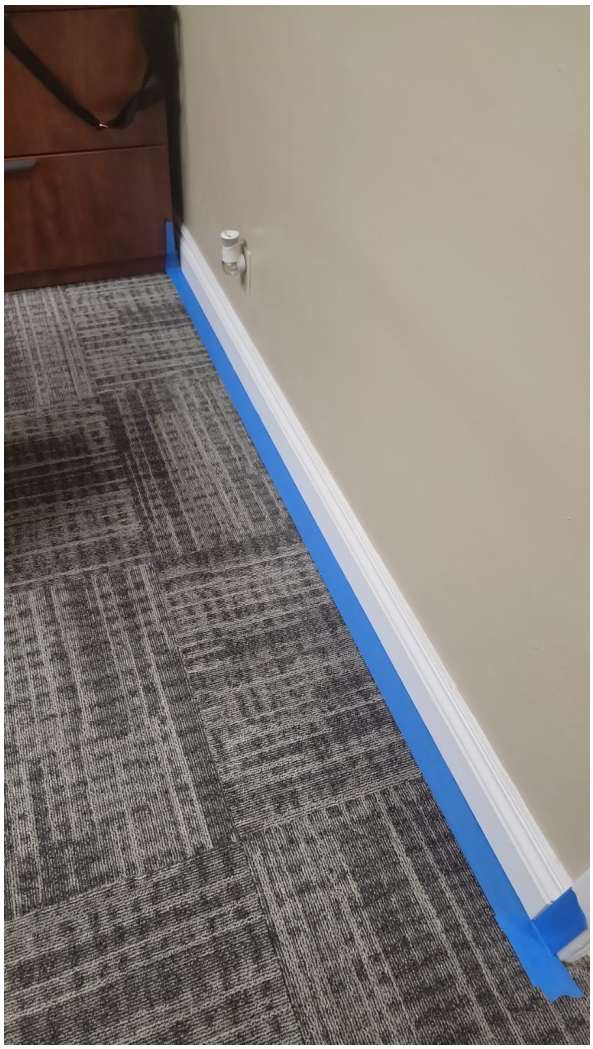
The City of Lauderdale Lakes – P.O 2022-055 (Flooring in Lauderdale Lakes Senior Center- 2nd floor)

The city of Lauderdale Lakes – P.O 2022-009 (36” inch concrete column restoration for basketball court)

The city of Lauderdale Lakes – P.O 22200367 (Commission chamber – Painting)

The city of Lauderdale Lakes – P.O-22200389 (Parking structure for Maintenance vehicle – steel structure)

Lake Worth Drainage District – P.O-225947L.16 (Building painting)



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2. New Residential home at 1515 East 9th Street, Lehigh Acres, Fl 3397
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4. New Residential home at 815 Clayton, Lehigh Acres, Fl 33972
5. New Residential home at 813 Clayton, Lehigh Acres, Fl 33972
6. New Residential home at 816 Maple Avenue, Lehigh Acres, Fl 33972

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:

Print Name: DILNAHAR HOSSAIN SHUVO, PE

Title: Authorized Representative

Date: 02/12/2023

B1. EXPERIENCE AND QUALIFICATIONS OF PROFESSIONAL PERSONNEL ASSIGNED TO THE PROJECT (25 POINTS)

ii. Qualifications of the firm

RFP NO. 23-0215100
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: 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: N/A

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 **Please Note that I (MD Shahinur Rahman) has 20+ years experience in construction and 20+ years Engineering experience)**

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 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.*

With this short period of time SAFA Construction has done Eight (8) public projects and out of 8, 3 project with city of OPA-LOCKA.

B1. EXPERIENCE AND QUALIFICATIONS OF PROFESSIONAL PERSONNEL ASSIGNED TO THE PROJECT (25 POINTS)

ii. Licenses

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

Melanie S. Griffin,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

RAHMAN, MD SHAHINUR

11186 SW 17T MNR
DAVIE FL 33324

LICENSE NUMBER: PE80669

EXPIRATION DATE: FEBRUARY 28, 2025

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Ron DeSantis, Governor

Melanie S. Griffin,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, 2025

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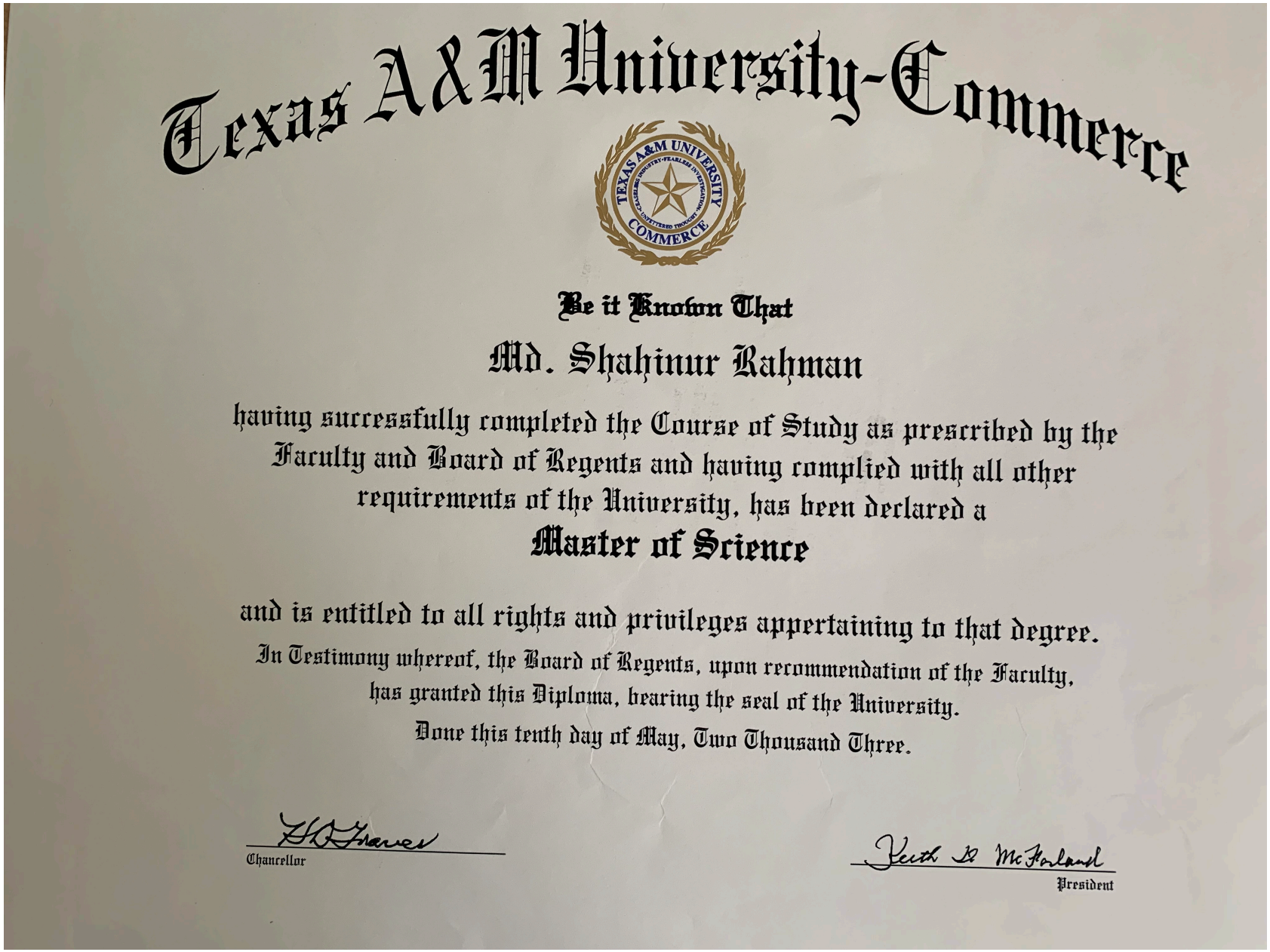
B1. EXPERIENCE AND QUALIFICATIONS OF PROFESSIONAL PERSONNEL ASSIGNED TO THE PROJECT (25 POINTS)

iv.Educational background

MD Shahinur Rahman, B Sc in Civil Engineering, Masters in Science
(Professional Engineer in the state of Florida and California, Certified General Contractor, Professional Project Manager)

Dilnahar H Shuvo, B Sc in Civil Engineering, Masters in Civil Engineering
(Professional Engineer in the state of Florida)



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.

Chancellor

President

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

B1. EXPERIENCE AND QUALIFICATIONS OF PROFESSIONAL PERSONNEL ASSIGNED TO THE PROJECT (25 POINTS)

v. Applicable certifications

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

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

October 21, 2022

Mr. MD Rahman
SAFA CONSTRUCTION, LLC
11186 SW 17th Manor
Davie, Florida 33324

Dear Mr. Rahman:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to award your company certification as a **County Business Enterprise (CBE)** and **Small Business Enterprise (SBE)**. Your firm is now eligible to participate in the Office of Economic and Small Business Development programs.

Your certifications are continuous but are contingent upon your firm verifying annually its eligibility in each of the two programs. Each year, on the anniversary of the date you were awarded certification, you must submit to OESBD a Personal Net Worth Worksheet, a copy of the previous year's Business Tax Return, copies of the current professional licenses, and County and local business tax receipts. As a courtesy, OESBD will notify you in advance of your obligation to provide the continuing eligibility documents. However, the responsibility to ensure continued certification is yours.

To review current Broward County Government bid opportunities visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in Periscope to ensure you have added all appropriate classification codes. Bid opportunities over $3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services.** This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 236220, 237110, 238110, 238310, 238330, 238910

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL MCDONALD
Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2022.10.28 16:11:36 -04'00'

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

Cert Agency: BC-CBE SBE
ANNIVERSARY DATE: OCTOBER 21ST

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Jared E. Moskowitz • Nan H. Rich • Tim Ryan • Michael Udine
www.broward.org

BROWARD COUNTY FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

CERTIFIED

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

THIS CERTIFICATE IS AWARDED TO

SAFA CONSTRUCTION, LLC

AS SET FORTH IN THE BROWARD COUNTY BUSINESS OPPORTUNITY ACT, THE CERTIFICATION REQUIREMENTS HAVE BEEN MET FOR:

County Business Enterprise (CBE) and Small Business Enterprise (SBE)

SANDY-MICHAEL MCDONALD

Digitally signed by SANDY-MICHAEL MCDONALD
Date: 2022.10.28 16:11:48 -04'00'

AUTHORIZED REPRESENTATIVE

Anniversary Date: October 21st

THE OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MUST BE NOTIFIED WITHIN 30 DAYS OF ANY MATERIAL CHANGES IN THE BUSINESS WHICH MAY AFFECT OWNERSHIP AND CONTROL. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF THIS CERTIFICATE AND/OR IMPOSITION OF OTHER SANCTIONS.

A SERVICE OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
BROWARD.ORG/ECONDEV

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301
TEL: 954-357-6400 • EMAIL: SBCERT@BROWARD.ORG • TTY: 954-357-5664

B1. EXPERIENCE AND QUALIFICATIONS OF PROFESSIONAL PERSONNEL ASSIGNED TO THE PROJECT (25 POINTS)

vi. Historic building experience

1. **28 N Miami Ave, Miami, FL 33128 (Year Built: 1916, Folio: 01-0111-050-1020)**

2. **5245 NW 7 Ave, Miami, FL 33127 (Year Built: 1937, Folio: 01-3124-013-2340)**

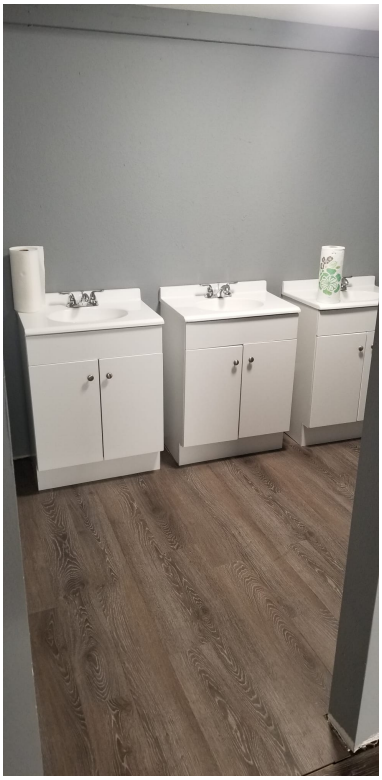
Before resoration

Remove the false celling, retrieve original celling

Restore original celling, walls etc.

Pictures: 28 N Miami Ave, Miami, FL 33128 (Year Built: 1916, Folio: 01-0111-050-1020)

Existing restroom condtion

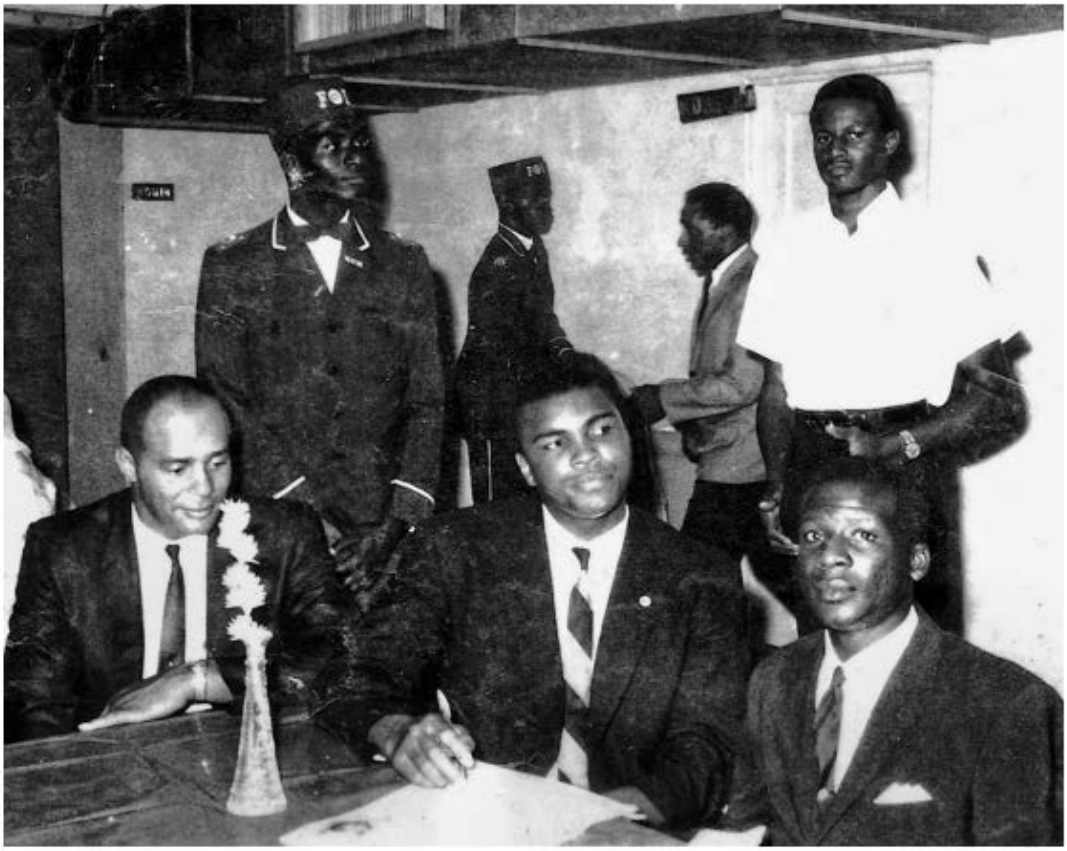


Restoration in process

Restoration in process

This building is more than 100 years old and the project done by Aniss Naanaa who is currently working with SAFA construction.
Reference:
MOHAMMED MANSURI, PE
Department of Regulatory and Economic Resources (RER)
mohammed.mansuri@miamidade.gov
Phone : (305) 375-2707

Pictures: 28 N Miami Ave, Miami, FL 33128 (Year Built: 1916, Folio: 01-0111-050-1020)



Muhammad Ali visiting Masjid Al Ansar in the late 1960s when the *masjid* was still a Nation of Islam temple. Seated (*left to right*) are Captain Sam (now Rodman), Muhammad Ali, and Charles X (now Charles Abdul-Malik). Standing (*left to right*) are Yusef X and Arlington X. Courtesy of Charles Abdul-Malik.

Pictures: 5245 NW 7 Ave, Miami, FL 33127 (Year Built: 1937, Folio: 01-3124-013-2340)

Design Engineer for this project is MD Shahinur Rahman, PE. Project is under in permit review process in the City of Miami. This future construction will be also done by MD Shahinur Rahman, CGC.
Reference : Dr. Suraj M. Adebisi, PHd
smadebisi@deenconstructionco.com
Phone : +1-786.222.2101

Pictures: 5245 NW 7 Ave, Miami, FL 33127 (Year Built: 1937, Folio: 01-3124-013-2340)

B2. FINANCIAL ABILITY AND RESOURCES (5 POINTS)

Financial Ability:

1) **Currently the SAFA construction has working capital 400k+ dollars.**
2) **Bonding capacity of 3.5 million dollars.**
3) **SAFA construction is a comparatively new company. However, in this short amount of time, we completed eight (8) public projects and six (6) single-family homes (finishing in Sep 2023). The net project cost for all of the projects is 1.7 million dollars. Which is a proven record of stable financial stability and the flourishing of the company.**

Resources:

In construction industries, the resources are three types:

i. **Human resources.**
ii. **Materials.**
iii. **Equipment.**

Human resources:

We have four key people in the company. Two of them are professional engineers, one person has lots of construction experience and another one is an office attorney. At this moment in our house projects more than twenty (20) people are working. If needed we can increase the capacity.

Material:

We normally purchase the materials as needed. However, we have some steel fences, blocks, and steel in our warehouse.

Equipment:

We normally rent the equipment from the rental company (United Rentals). The company has one forklift, one Bobcat (heavy-duty), and one vehicle.

B3. LOCAL WORKFORCE PARTICIPATION (10 POINTS)

Most of the work will the dedicated to the locally qualified worker. However, since it is a historical building, it required certain sets of skills. Dome repair, Minaret tower repair, site walls, etc should be done by special people. Currently, I am working with one historical building and one modern building with a dome and minaret, for those special works, we have to select special workers. The area of work that we are planning to dedicate local workers are:

1) Landscaping.
2) Irrigations.
3) Paving.
4) Door and Framing
5) Stucco
6) Insulation
7) Drywall
8) Painting.

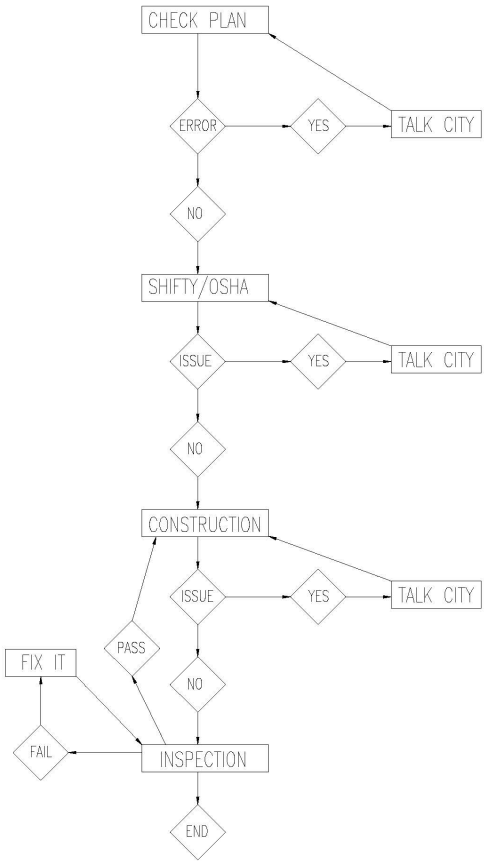
We have talked with some workers, how who is currently living in the city limit or have business in the city limit. Not only that above discipline, in any other discipline **the local worker will get the fast preference.**

B4. SCHEDULE AND QUALITY CONTROL (5 POINTS)

Schedule:

Item	Description	Time
1	Site work (Demolition, Cleaning, Landscaping etc)	2 weeks
2	Minaret/ Stair repair	6 weeks
3	All carpentry work	6 weeks
4	Roof Repair	6 weeks
5	Door and windows	4 weeks
6	Stucco/Painting/ Flooring	4 weeks
7	Restroom	2 weeks
8	Elevator	4 weeks
9	HVAC/Fire Sprinklers	4 weeks
10	Electrical work	2 weeks
	Total	40 weeks

Quality Control:



RFP NO: 23-0215100

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

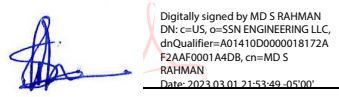
Division	Description	Estimate	
TOTALS			
2	Site Demolition & Cleaning	$ 5,000.00	
2	Selective demo & cleaning bldg.	$ 6,000.00	
2	Sitework	$ 10,000.00	
2	Landscaping	$ 5,000.00	
2	Irrigation	$ 2,000.00	
2	Pavers	$ 7,000.00	
2	Fountain repair	$ 3,000.00	
DIVISION 2 TOTALS			$ 38,000.00
DIVISION 3			
3	Minaret tower repair	$ 10,000.00	
3	Elev Tower	$ 20,000.00	
3	SW Tower	$ 20,000.00	
3	Site Wall	$ 40,000.00	
3	Ext Stair Repairs	$ 40,000.00	
	DIVISION 3 TOTALS		$ 130,000.00
DIVISION 4			
4	CMU Brick Repointing	$ 5,000.00	
	DIVISION 4 TOTALS		$ 5,000.00
DIVISION 5			
5	Spiral Stair Rust clean & complete	$ 30,000.00	
5	Access Ladder - tower	$ 5,000.00	
5	Reinstall Top Core	$ 10,000.00	
5	Lift Cabin & Weld	$ 5,000.00	
5	Bridge Alum Rail	$ 10,000.00	

	DIVISION 5 TOTALS		$ 60,000.00
DIVISION 6			
6	Rough Carpentry -	$ 5,000.00	
6	Restore Interior Stair	$ 6,000.00	
6	Restore Interior Stair - handrail	$ 7,000.00	
6	Final repair - Ext Balcony	$ 10,000.00	
6	Finish millwork	$ 8,000.00	
6	2nd & 3rd floor wood decking	$ 35,000.00	
	DIVISION 6 TOTALS		$ 71,000.00
DIVISION 7			
7	Finial Repair & Installation	$ 5,000.00	
7	Demolition BUR & damaged wood decking	$ 8,000.00	
7	New roof wood decking	$ 40,000.00	
7	New Roofing (insulation & BUR) as per Roof Consultant Recommendations	$ 20,000.00	
7	Repair broken tiles	$ 50,000.00	
7	Roofing Standing Seam	$ 30,000.00	
7	Joint Sealer	$ 5,000.00	
7	Domes repair	$ 25,000.00	
7	Cleanout scupper	$ 8,000.00	
	DIVISION 7 TOTALS		$ 191,000.00
DIVISION 8			
8	HM Doors & Frames	$ 20,000.00	
8	Door Hardware	$ 5,000.00	
8	Access Panels & Louvers	$ 25,000.00	
8	Windows - finish trim & repair broken glass	$ 35,000.00	
DIVISION 8 TOTALS			$ 85,000.00
DIVISION 9			
9	Stucco	$ 18,000.00	
9	Ceramic Tile	$ 8,000.00	
9	LVT Floor	$ 10,000.00	
9	Base	$ 15,000.00	
9	Wood Floor - Rehab	$ 10,000.00	
9	Acoustical Ceiling	$ 8,000.00	
9	Framing - finish	$ 7,000.00	
9	Selective demo & install insulation	$ 8,500.00	
9	Drywall	$ 19,000.00	
9	Wood Beams at Council	$ 3,500.00	
9	Exterior Painting	$ 35,000.00	
9	Interior Painting	$ 20,000.00	
	DIVISION 9 TOTALS		$ 162,000.00

DIVISION 10			
10	Toilet Accessories	$ 15,000.00	
10	Fire Extinguishers & Cabinets	$ 7,000.00	
10	Signage	$ 5,200.00	
	DIVISION 10 TOTALS		$ 27,200.00
DIVISION 14			
14	Elevator complete	$ 200,000.00	
	DIVISION 14 TOTALS		$ 200,000.00
DIVISION 15			
15	Fire Sprinklers complete	$ 15,000.00	
15	Snake Underground Sanitary Piping to verify condition	$ 8,000.00	
15	Complete Wall Rough Plumbing	$ 5,000.00	
15	Plumbing Fixtures	$ 8,000.00	
15	Sump Pump Elevator	$ 6,000.00	
15	HVAC Equipment	$ 25,000.00	
15	Ductwork	$ 10,000.00	
15	Test & Balance	$ 5,000.00	
	DIVISION 15 TOTALS		$ 82,000.00
DIVISION 16			
16	Electrical Gear & Panel review	$ 5,000.00	
16	Light Fixtures (new vs old)	$ 5,000.00	
16	Fire & Security Alarm	$ 4,000.00	
16	Misc Pipe & Wire	$ 5,000.00	
16	Electrical Labor - complete scope	$ 8,000.00	
	DIVISION 16 TOTALS		$ 27,000.00
	ESTIMATE TOTAL COST		$ 1,078,200.00
	GENERAL CONDITONS & OHP - Assume 10%		$ 107,820.00
	TOTAL CONSTRUCTION COST ESTIMATE		$ 1,186,020.00

SUBMITTED THIS March DAY OF 01 2023.

BID SUBMITTED BY:

Safa Construction, LLC	(954) 326 8295
Company	Telephone Number
MD SHAHINUR RAHMAN	
Name of Person Authorized to Submit Bid	Fax Number
 Digitally signed by MD S RAHMAN DN: c=US, o=SSN ENGINEERING LLC, dnQualifier=A01410D00000181 72AF2AAF0001A4DB, cn=MD S RAHMAN Date: 2023.03.01 21:53:49 -05'00'	md.rahman@safaconstruction,net
Signature	Email Address
CEO	
Title	

AGREEMENT FOR THE REHABILITATION OF HISTORIC CITY HALL

THIS IS AN AGREEMENT, dated the_____day of_____, 2023, 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, Rehabilitation of Historic City Hall.

1.2 CITY finds it necessary to seek a professional, full-service company to rehabilitate Historic City Hall, within the City.

1.3 CITY issued RFP 23-0215100 (“RFP”), seeking a professional company with the knowledge and ability to perform the services sought.

1.3 At its meeting of April 12, 2023, CITY selected CONTRACTOR to perform services needed that will provide professional full services of a Rehabilitation company.

1.4 Contractor’s firm will be responsible for the Rehabilitation of Historic City Hall, within the City. CONTRACTOR’s project team agrees to demonstrate the necessary experience, skills, and understanding for services rendered pursuant to RFP No. 23-0215100.

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 23-0215100, 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 23-0215100.

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 23-0215100. The payment for services pursuant to this Agreement shall not exceed One Million, Four Hundred Fifty-Two Thousand, Three Hundred Thirty Dollars ($1,452,330.00).

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 tortious 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 23-0215100, 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 extent CONTRACTOR 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.

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_____, 2023.

_____
NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
RFP 23-0215100 ("RFP"),

City of Opa-locka

RFP NO: 23-0215100

REQUEST FOR PROPOSAL (RFP)

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, February 15, 2023 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 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: 23-0215100** 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, January 25, 2023 at 9:00 a.m.** at 780 Fisherman Street, 4th Floor (Human Resources Conference Room), Opa-locka, FL 33054 and via Microsoft Teams.

To participate via Microsoft Teams, please use the information listed below:
Meeting ID: 276 004 676 62
Passcode: eDBwXM

Or call in (audio only)
+1 786-598-2011,,645022383# United States, Miami
Phone Conference ID: 645 022 383#

Joanna Flores, CMC
City Clerk

RFP NO. 23-0215100

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 1:00 pm on Wednesday, February 15, 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. 23-0215100 –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: **55 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.	55
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. 23-0215100
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: 23-0215100

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 _____ 2023.

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. 23-0215100

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: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS, ORDINANCE 15-31, TO PERMIT TANDEM OR MECHANICAL PARKING FOR MULTIFAMILY DEVELOPMENT IN THE R-2 THROUGH R-4 ZONING DISTRICTS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") recognizes the importance of residential projects having adequate off-street parking for respective uses located within the City; and

WHEREAS, the R-2 through R-4 zoning districts are higher density residential zoning districts within the City of Opa-Locka; and

WHEREAS, the R-2 through R-4 zoning districts, permit various types of parking options, tandem or mechanical lift operation type uses, in addition to the standard parking uses needed to support the permitted uses; and

WHEREAS, the City of Opa-Locka recognizes the challenges of meeting parking requirements for certain multifamily residential uses permitted within the R-2 through R-4 zoning districts 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
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 to permit tandem or mechanical parking types as a permitted use in the R-2 through R-4 zoning districts 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 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. SEVERABILITY

If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

SECTION 5. CONFLICT

All sections or parts of sections of the applicable City of Opa-Locka ordinances currently in place in conflict herewith are intended to be rescinded and repealed to the extent of such conflict.

SECTION 6. 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 and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2023.

_____
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	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

EXHIBIT A

City of Opa-locka
Agenda Cover Memo

Department Director:	Gregory D. Gay			**Department Director Signature:**				
City Manager:	Darvin E. Williams			**CM Signature**				
Commission Meeting Date:	April 26, 2023		**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:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, TO PERMIT TANDEM OR MECHANICAL PARKING FOR MULTIFAMILY DEVELOPMENT IN THE R-2 THRU R-4 AND MIXED-USE ZONING DISTRICTS; 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 current regulations that govern parking and acknowledged that multifamily residential development must have adequate parking provided. There is a great need for

additional multifamily development in South Florida and adequate parking is also necessary. The Planning & Community Development Staff therefore recommends the addition of tandem parking as a parking type option to help provide adequate parking for multifamily developments in the City of Opa-locka. The application of this option must be presented for site plan review to the Planning & Zoning Board and reviewed and approved by the City Commission at a public hearing. On January 10, 2023 this text amendment was presented to the City Planning and Zoning Board of Appeals and after review and discussion the PZAB recommended approval by a 4-) vote. On April 5, 2023 a workshop was held present additional parking options to the City Commission to consider as an amendment to the City Land Development Regulations. The workshop provided the option of Tandem Parking and Mechanical Lift Parking / Mechanical Automated Parking, underground parking, parking in the Transit Oriented Development Overlay, as well as in the new Historic Downtown Opa-locka District and the cost estimates to provide parking.

Financial Impact

Account	Description	Available	Project	Remaining Balance

There is no negative financial impact from the approval of this legislation.

Proposed Action:

PCD Staff recommends approval of this text amendment.

Attachment:

Draft Ordinance
Amended Land Development Regulation-Tandem Parking
PZAB Meeting Minutes

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATIONS TO PERMIT TANDEM OR MECHANICAL PARKING FOR MULTIFAMILY DEVELOPMENT IN THE R-2 THRU R-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka recognizes the importance of residential projects having adequate off-street parking for respective uses located in the city; and

WHEREAS, the R-2 thru R-4 zoning districts are higher density residential zoning district in the City of Opa-Locka; and

WHEREAS, the R-2 thru R-4 zoning districts, permits various type of parking options, tandem or mechanical lift operation type uses, in addition to the standard parking uses needed to support the permitted uses; and

WHEREAS, the City of Opa-Locka recognizes that certain parking requirement maybe challenging to meet for multifamily residential uses permitted in the R-2 thru R-4 zoning district in order to support existing and future uses in the City.

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 Ordinance by reference.

SECTION 2. Approval/Denial

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 to permit tandem or mechanical parking types as a permitted use in the R-2 thru R-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 may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 4. 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 AND ADOPTED this day of April, 2023.

_____
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 _____
Commissioner Kelley _____
Commissioner Bass _____
Vice-Mayor Irvin _____
Mayor Taylor _____

EXHIBIT A

Sec. 22-153. Parking Specifications

(A) No parking lot shall be closer than 5 feet behind the front building line of an adjacent building. Off-street parking facilities shall be provided for all development within the City.

(B) Large surface parking lots shall be visually and functionally segmented into several smaller lots, containing no more than 36 spaces each. Channelization and division of parking areas within the interior of the parking lot for pedestrian and vehicular traffic shall be accomplished by the use of landscaped areas with trees, berms, fences, other natural growth or artificial features.

(C) Parking spaces shall be located so that no spaces are greater than one hundred fifty (150) feet from the building or use to which they are assigned. This requirement shall not apply to parking spaces for auditoriums, stadiums, assembly halls, gymnasiums, and other similar places of assembly, industrial, wholesaling and manufacturing establishments, hospitals; and large scale retail, and wholesaling and manufacturing establishments. A unity of title satisfactory to the City shall be produced whenever parking is not provided on the same site as the principal structure.

(D) As part of a site plan submittal, which includes parking, said parking plan shall show the location and design of:

1. Ingress/Egress
2. Location and size of all buildings and structures.
3. Location and dimensions of parking spaces and aisles, direction markings, traffic control devices and signs, and the location of future parking areas, where applicable.
4. Walls, fences, landscaped areas, berms, changes in grades, and planting materials, including type and names of plant materials.
5. Other information that may be required by the Director.

(E) When the parking facilities are housed in a multi-storied structure, or on the roofs of buildings, a site plan shall be submitted for approval of: interior traffic circulation, slope of ramp, ease of access and utilization of ramps,

parking stall and aisle dimensions, traffic control signage and pavement marking for safe and efficient vehicular and pedestrian operation, location of entrances and exits on public roads, sight distances at entrances and exits and at corners of intersecting public roads, and of the effective screening of the cars located in or on the parking structures from adjoining properties and from public roads.

(F) For single family and two family duplex dwellings in residential districts, driveways on the lot shall be considered off-street parking spaces provided that sufficient spaces are available on such driveways to meet the requirements of this section.

(G) For all uses except single-family and two-family dwellings, standard curb and gutter, with a minimum width of 1 foot 6 inches, shall be provided along the periphery of all driveways, parking and loading areas.

(H) Off-street parking and loading areas and driveways shall be paved or contain a similar type material approved by the Public Works Director. Gravel or other stabilization material without a permanent wearing surface is not permitted, unless approved by good cause by the Director.

(I) The proposed grading and drainage for off-street parking facilities shall be approved by the City in accordance with the City's subdivision regulations.

(J) Low impact stormwater control systems shall be installed. Curb and gutter may be used where deemed necessary by the Public Works Director, in order to manage storm drainage, channelize traffic, protect buildings and landscaping areas, and separate pedestrian and vehicular areas.

(K) Parking spaces shall be a minimum of 20 feet long and 10 feet wide. Parallel parking spaces shall be a minimum of 22 feet long and 8 feet wide.

(L) Thirty percent ~~(30%)~~ (50%) of all required parking may be for compact cars if clearly marked "for compact car only" and approved as to location by the Director. A minimum of eleven (11) parking spaces are needed before this

allowance may be granted. Ninety degree parking for compact cars shall be at least eight (8) feet by seventeen (17) feet; otherwise the above sizes shall be met.

(M) Non-residential driveways shall be a maximum of 12 feet in width for one-way traffic and 22 feet in width for two-way traffic. In no case shall a driveway width exceed 22 feet, except as required by the Florida Department of Transportation.

(N) Non-residential off-street parking areas which are provided in excess of the requirements established in this Article shall be located on grassed or sodded surface. Alternative materials may be substituted for grass or sod with the approval of the Director.

(O) Nothing in this section is intended to prohibit the installation of a fully automatic parking facility in which the placement and removal of automobiles are accomplished wholly by machinery.

(P) Required parking spaces for single-family and two-family dwellings may be permitted in any setback areas or yards, except for a 3 foot landscape area required along the side property lines when adjacent to another single-family or two-family dwelling. Vehicles parked on-site shall not encroach into or over the public right-of-way.

(Q) Tandem Parking:

1. Required parking in the single-family (R-1) through the Multi-family (R-4) zoning districts, tandem parking is permitted and in Multi-Family residential and Mixed-Use development tandem and/or mechanical parking is permitted.
    a. Tandem parking means two or more parking spaces, one behind the other, with a common or shared point of access to a maneuvering lane or street.

        (1) Single family homes, duplexes and townhomes may have tandem spaces subject to following:

a) Tandem parking is permitted only on individual lots and in the driveways connecting such lots with the adjacent roads; provided, said driveways are for the exclusive use of each individual lot; however, tandem parking shall be limited to no more than one (1) such tandem parking space for each individual lot
b) Tandem parking (two cars maximum) as allowed when enclosed within a structure.
c) Each parking space shall be directly accessible from a street or alley, or from an adequate aisle or driveway leading to a street or alley
d) No portion of an open parking facility shall be located within five feet of any property line except for ingress and egress areas or when alleys are used for maneuvering

(2) Multi-Unit residential and Mixed-use development may have tandem spaces subject to following:
a) No more than two vehicles shall be placed one behind the other.
b) Both spaces shall be assigned to a single dwelling unit.
c) The tandem parking bay shall be a minimum 40 feet by 10 feet in dimension, for regular parking spaces. A minimum of 34 feet by 8 feet in dimension for compact cars; a maximum of 50% of total tandem spaces can be for compact cars and will be clearly marked “for compact car only”.
d) Tandem parking to meet required parking for multi-unit development and mix-use development shall be located within an enclosed structure and the number of tandem parking spaces shall not exceed **100** percent of the total number of spaces.
e) Tandem parking shall not be used to satisfy the parking requirement for guest parking.

2. Mechanical Lift Parking:

The mechanical Car lift Parking for Multi-unit residential development will be permitted subject to following:

a. Detailed parking layout plan and report including design specifications prepared by a professional engineer to be submitted; The City of Opa-Locka will peer review the report at the cost of the developer.

b. A performance guarantee for the repair and maintenance of the mechanical lift to be required before the certificate of occupancy.

(R) Parking area aisle widths shall conform to the following table, which varies the width requirement according to the angle of parking.

Angle of parking (degrees)	0	30	45	60	90
Aisle Width (feet)					
One-Way Traffic	12	12	22	22	22
Two-Way Traffic	20	20	22	22	22

MEETING MINUTES
CITY OF OPA-LOCKA
PLANNING AND ZONING BOARD
JANUARY 10, 2023, 7:00 P.M.

CALL TO ORDER

Chair Elio Guerrero called the Planning and Zoning Board meeting to order at 7:00 p.m. on January 10, 2023.

An opportunity was given to the public to email the Planning and Zoning Clerk prior to the Board meeting with any questions, comments, or concerns on items to be heard on the Agenda.

ROLL CALL

The following members of the Planning and Zoning Board were present: Chair Elio Guerrero, Board Member Audrey Dominguez, Board Member Dawn Mangham, and Board Member Claudienne Hibbert Smith.

Absent Board Members: Board Member Germane Barnes, Board Member Dorothy Johnson, and Board Member Aldo Mata.

Also in attendance were Planning and Zoning Director Gregory Gay, Zoning Official Gerald Lee, Planning and Zoning Board Clerk Kinshannta Hall, and Attorney Pam Booker.

INVOCATION AND PLEDGE

All present stood for the Invocation and Pledge of Allegiance.

APPROVAL OF MINUTES: Discussion of Minutes from June 7, 2022 and October 11, 2022 Meetings

Motion made by Board Member Dominguez, seconded by Board Member Mangham, to approve the Planning and Zoning Board minutes from 6/7/22. In a roll call vote, the **motion** passed unanimously (4-0).

Motion made by Board Member Dominguez, seconded by Board Member Mangham, for the minutes from 10/11/22. In a roll call vote, the **motion** passed unanimously (4-0).

PUBLIC HEARING

A. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING THE SITE PLAN APPROVAL FOR THE CONSTRUCTION OF A SIX-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT THE CORNER OF SESAME STREET AND ALI BABA AVENUE AND IDENTIFIED BY FOLIO #08-2121-004-1861, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Harry Joseph, representing the Applicant, recalled that when this Application was first presented to the Board on October 8, 2022, the Site Plan did not include full landscape plans, façade information, or a traffic study. The Applicant's architect has provided a synopsis of the design of the proposed six-story building, and is in the process of updating the Site Plan so it reflects jurisdictional design requirements. With respect to the project's landscaping, the Applicant has submitted a more detailed plan.

Board Member Dominguez asked if the changes to the landscape plan are included in the members' backup materials. Zoning Official Gary Lee confirmed that these plans are included.

Mr. Joseph stated that he had not been aware of all requirements regarding Moorish architecture when the Site Plan was previously submitted, and an additional update has been initiated by the Applicant.

Planning and Zoning Director Gregory Gay advised that Staff has received the Applicant's statement and hopes to ensure that the project's architecture is more reflective of the designs found in Opa-locka rather than in other countries.

Zoning Official Lee noted that the proposed development is planned for Sesame Street between Ali Baba Avenue and Fisherman Street. The subject property is currently vacant and is just under 30,000 sq. ft. in size. It is within the Historic Downtown Opa-locka district, which allows for the proposed multi-family use with first-floor retail components.

The project adheres to the requirements of the Historic Downtown Opa-locka zoning district, which allows for the density proposed by the Applicant. It is also in compliance with the updated landscaping requirements and on-site parking requirements. The Applicant plans to provide 50 parking spaces and 1650 sq. ft. of retail space on the building's first floor. There will be approximately 48 apartment units in the project.

Zoning Official Lee reviewed the uses surrounding the proposed project, many of which are either commercial or residential multi-family in nature. There are no single-family properties in proximity to the project, which is consistent with its surroundings. Staff recommends approval of the project with any additional input the Board may provide.

Zoning Official Lee advised that Staff received development review comments from the South Florida Regional Transportation Authority (SFRTA) and Treasure Coast Regional Planning Council based on the proximity of the nearby Tri-Rail station to the proposed project. He reviewed the comments at this time:

- The development review comments are intended for both the Florida Department of Transportation (FDOT) and the City of Opa-locka
- It is requested that the following development review conditions which support transit access be placed on the approval of the process: pedestrian/bike facilities for the station, including amenities such as lighting
- The zoning change is supportive of SFRTA's Transit-Oriented Development (TOD) policy
- Conditions to provide a sidewalk bike path or shared use path are requested along the Sesame Street frontage of the property; a sidewalk greater than 4 ft. in width, and preferably 8 ft. in width, is requested as the minimum
- The Applicant is asked to consider associated amenities, such as landscape improvements appropriate for the development and neighborhood
- The Applicant is also asked to consider adding a mid-block crossing of Ali Baba Avenue at Sesame Street or Sharazad Boulevard, with appropriate signage, lighting, and/or signalization to facilitate safe access to the Tri-Rail station; a mid-block crossing in this area would also provide traffic calming around Ali Baba Avenue and further enhance safe access.

Zoning Official Lee advised that the dimensions of the existing sidewalk are not the same as those requested by SFRTA/Treasure Coast Regional Planning Council. These upgrades would most likely require the City to partner with the Applicant to provide a wider sidewalk. He confirmed that this can be studied further by the City.

Director Gay stated that most new projects that come to the City are required to pay impact fees, some of which address the recommendations made in the development review comments. The City will look into opportunities and costs associated with making the requested improvements. Not all of the proposed improvements are specific to the subject project, which means they would need to be studied from a broader perspective within the Historic Downtown area. As other projects come online over the next few years, they would also contribute to the costs of the proposed improvements. Staff will conduct analyses to ensure each project contributes its fair share.

Zoning Official Lee added that the proposed Site Plan includes a sidewalk on both Sesame Street and Fisherman Street. There is already an existing sidewalk on Ali Baba Avenue.

Chair Guerrero commented that the changes to the project's Moorish architecture style would affect its Site Plan. Director Gay replied that the Site Plan's building envelope, height, and setbacks will not change; however, the façade of the building will be discussed further and amended by Staff and the Applicant before it goes to the City Commission for

approval. The Applicant is expected to follow the architectural guidelines and standards provided by Staff. Staff recommends approval of the Site Plan with these changes yet to be implemented.

Chair Guerrero asked if the comments provided by SFRTA and the Treasure Coast Regional Planning Council are also endorsed by Staff. Director Gay replied that while approval is not contingent upon these comments, Staff will ensure that the best improvements to accommodate walkability for residents using the Tri-Rail station will be provided. He confirmed that a sidewalk will be created, possibly with the City acting as partner to provide a larger facility funded through impact fee provisions.

Board Member Dominguez asked if the project's height was discussed when it previously came before the Board for approval. She pointed out that the Property Appraiser's Office lists the proposed building as a three-story multi-family structure. Director Gay explained that the Applicant has modified the building's height so it is consistent with zoning in the surrounding area. It is a mixed-use project rather than a fully residential project.

Director Gay continued that the City must also consider the project's proximity to the airport. The project will be reviewed further by FDOT as well as the Federal Aviation Administration (FAA) due to its height. It is anticipated that a six-story structure would be allowed in the subject area due to the similar height of another proposed project, which is already located on the airport property, as well as a nearby six-story residential project for senior citizens.

Zoning Official Lee added that with regard to information provided by Miami-Dade County, the County is supposed to follow the City's adopted zoning code; however, at present they have not made all anticipated Code updates. Although the Property Appraiser's Office lists the project as three stories, the City has already adopted a different zoning, to which the County's zoning has not yet caught up.

Board Member Dominguez asked why the Applicant has not yet updated its architecture sufficiently to be consistent with the City's architectural guidelines, pointing out that it was originally presented at a previous meeting. Attorney Pam Booker stated that it has already been noted that Staff will continued to work with the Applicant to finalize the project's design. If the Board wishes, it may place a condition on their motion that the design be consistent with the City's guidelines, and that Staff will approve this design before it goes to the City Commission for approval.

Motion made by Board Member Dominguez, seconded by Board Member Mangham, to approve with the stipulation that the Applicant work within the guidelines of the City on the Moorish architecture. In a roll call vote, the **motion** passed unanimously (4-0).

B. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING THE DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION OF A SIX-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT THE CORNER OF SESAME STREET AND ALI BABA AVENUE AND IDENTIFIED BY FOLIO #08-2121-004-1861, IN THE R-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Director Gay advised that Staff recommends approval of the development agreement.

Mr. Joseph, representing the Applicant, stated that the intent of the proposed development is to build up the City.

Board Member Dominguez requested clarification of the number of units in the proposed project. Mr. Joseph confirmed that there would be 48 units and 50 parking spaces. He noted that when the project's plans were presented to the City, Staff has indicated that this number of parking spaces would be sufficient.

Board Member Dominguez asked to know how many Americans with Disabilities Act (ADA) compliant parking spaces will be provided. Mr. Joseph estimated that there would be two ADA-compliant spaces.

Zoning Official Lee stated that the City has identified the aspects of the development agreement that are expected to be the most important. The agreement provides timelines for development, including submittal of permits, beginning of construction, and completion of construction. The agreement is consistent with what is shown in the Site Plan, including height, setbacks, and identification of location and zoning. The Applicant is required to hold job fairs prior to the beginning of construction, as well as training for City residents related to the retail or manufacturing aspect of the project.

The development agreement also requires that the Applicant maintain the property over the 30-year lifespan of the agreement. The Applicant has agreed to all the specifications cited above.

Zoning Official Lee further clarified that the design conditions to which Director Lee had referred are not required to be in the development agreement, as Staff will follow through and make sure these conditions are met.

Board Member Dominguez requested clarification of the ADA parking requirement for a project of this size and type. Zoning Official Lee replied that the standard for ADA-compliant parking is one space per 25 spaces. In this case, two ADA-compliant spaces are considered sufficient.

Motion made by Board Member Dominguez, seconded by Board Member Mangham, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

C. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING THE SITE PLAN APPROVAL FOR THE CONSTRUCTION OF AN EIGHT-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 2090 ALI BABA AVENUE AND IDENTIFIED BY FOLIO #08-2122-003-2100, IN THE CORRIDOR MIXED USE DISTRICT (MXUOD) ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Griselle Fullana and Miguel Omar Porras, representing the Applicant, advised that the proposed project is an eight-story residential building with 48 units. The building will include retail space and activates Ali Baba Avenue. Its architecture is derived from the design guidelines for Opa-locka.

The building will have a fully automated parking system which is ADA-accessible. It includes landscaping, some of which will be featured on residents' balconies. The building will have a gym and other amenities, including shared work space. The site will also include space for public art. The Applicant hopes to include Moorish tile architecture, as recommended by City Staff.

Ms. Fullana showed renderings of the building's Site Plan, pointing out that side setbacks are greater than what is required. The project will include 20% open space, which will include a buffer area. The building will occupy 92,400 sq. ft. of space. Units will range in size and style from studios to two- and three-bedroom units.

Board Member Dominguez expressed concern with the building's eight-story height, asking if this has already been reviewed. She also asked if the building will provide affordable or market-rate housing. Mr. Porras replied that the Applicant is considering providing workforce housing condominiums. Ms. Fullana added that workforce housing requires a percentage of the building's units to be provided at a certain level below market rate units in the area, which is classified as affordable without being low-income housing. The Applicant would need to sign a covenant guaranteeing that workforce unit prices will remain below market value for 20 to 30 years.

Board Member Dominguez asked if the units will be sold or rented. Mr. Porras stated that at present, the Applicant intends for the units to be sold individually. He added that the Applicant's team has met with Staff to review the building's height, and it has been determined that it falls within Code requirements for its zoning area.

Director Gay explained that the maximum height permitted within the City's zoning Code for certain corridors is eight stories. The Magnolia North area, which is furthest from the airport and the east side of the City, provides a greater opportunity for height.

Zoning Official Lee stated that in the Magnolia North area, the south side of the street lies within a mixed-use corridor overlay, which allows for even greater height and density. The north side of this street offers only reduced height, as those properties are of lower density, including duplexes and single-family homes; the south side, however, permits up to eight stories in height.

The proposed project is a mixed-use development within a commercial zoning district, with a zoning overlay that allows for mixed use. Without the overlay, it could only be a commercial property. It is adjacent to a passive park. The developer, EcoTech, plans to develop units of varying sizes due to the project's mixed-use opportunities.

Zoning Official Lee emphasized that most of the properties surrounding the subject development are commercial, with the exception of a portion of residential duplex zoning. The area is covered by either the Magnolia North overlay, which has lower density and mixed use, or the south side corridor, which has higher density and mixed use. The Site Plan complies with Code requirements.

The Applicant has included a traffic impact statement which shows the development will not lead to congestion of the Magnolia North area. They have also provided the required landscaping plan, which includes implementation of landscaping within the building and its balconies. The project provides open space on every floor for office use, as well as "pocket" libraries.

Based on the information presented, Staff recommends approval of the project, as it complies with the City's land development regulations.

Chair Guerrero again asked if the units will be available for rental or for sale. Director Gay replied that this will be left to the developer's discretion: the City may not regulate or demand this aspect of the project. He pointed out, however, that even if the units are for sale rather than rental, the project will be affordable, as the developer has taken advantage of incentives offered in exchange for affordability. The term "workforce housing" means the project must meet a certain level of affordability.

Board Member Dominguez asked who would be responsible for the maintenance of the building. Director Gay replied that if the units are sold, the project will include condominium documents, which specify the party responsible for maintenance as well as the owners' monthly payments.

Board Clerk Kinshannta Hall stated that she had received no emails or telephone calls in relation to any of the Items on tonight's Agenda.

Motion made by Board Member Dominguez, seconded by Board Member Mangham, to approve the Site Plan. In a roll call vote, the **motion** passed unanimously.

D. A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING THE DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION OF AN EIGHT-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 2090 ALI BABA AVENUE AND IDENTIFIED BY FOLIO #08-2122-003-2100, IN THE CORRIDOR MIXED USE DISTRICT (MXUOD) ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Board Member Dominguez to approve.

Director Gay advised that the development agreement is a standard document providing a timeline for the project, as well as the expectation of employment opportunities for residents within the City of Opa-locka. The Board may recommend additions or amendments to the agreement at this time if they wish. Staff recommends approval of the development agreement.

Board Member Mangham **seconded** the **motion**. In a roll call vote, the **motion** passed unanimously (4-0).

E. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO ADOPT A TEXT AMENDMENT TO THE LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, TO PERMIT TANDEM OR MECHANICAL PARKING FOR MULTIFAMILY DEVELOPMENT IN THE R-2 THROUGH R-4 ZONING DISTRICT; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Zoning Official Lee explained that this Item proposes an amendment to the City's zoning Code and land development regulations, specifically Ordinance 15-31. It applies to parking. The City acknowledges that there is a need to provide parking, but allows for the use of a system that reduces the physical space needed to accommodate the required parking. Staff suggests that this need can be met through tandem parking, which is a system with one car in front and one in back of the same unit.

Zoning Official Lee continued that tandem single-family parking is for single-family, duplex, and townhouse units. It would be permitted on individual lots, such as a single-family home or a townhouse. Tandem parking would be allowed when enclosed within a structure or when each space is accessible from the street or an alley. Except for ingress and egress, no portion of an open parking facility may be located within 5 ft. of the property line.

For tandem parking in multi-family or mixed-use development, a maximum of two vehicles may be placed behind one another. Each space would be assigned to a single dwelling unit. The required parking dimensions would be 40 ft. long by 10 ft. wide. The maximum

number of tandem parking spaces would be no more than 50% of the total number of spaces provided for the development. Tandem parking may not be used to satisfy guest parking requirements, but for required spaces only.

Zoning Official Lee advised that the proposed amendment also addresses mechanical parking with the following requirements:

- A detailed parking layout plan and report must be provided to the City
- Applicant must provide design specifications prepared by an engineer
- The fee for any necessary peer review by professionals in the field of mechanical parking must be paid by the developer
- A performance guarantee for the repair and maintenance of the mechanical lift is required before a Certificate of Occupancy (CO) may be issued
- The developer or owner must demonstrate that they will always have the money to repair the system as necessary

Staff recommends approval of the proposed amendment.

Director Gay advised that in recent years, applicants have not always been able to meet their parking requirements in a typical fashion. The addition of a garage would be too expensive for the proposed project, as the average cost per space for a garage is between $25,000 and $30,000. This meant a large development could cost millions of dollars for garage space alone. Other municipalities have allowed tandem parking configurations, particularly for multi-family units where owners or renters have more than one car per unit.

Director Gay concluded that this Code amendment would allow developers and property owners additional alternatives for parking configurations and requirements.

Chair Guerrero asked for greater clarification of how tandem or mechanical parking would count toward a parking requirement. Director Gay replied that each lift would count as a parking space. Chair Guerrero commented that this would mean ensuring the lift could never be removed by a subsequent owner.

Motion made by Board Member Dominguez, seconded by Board Member Mangham, to approve. In a roll call vote, the **motion** passed unanimously (4-0).

The meeting was adjourned at 8:05 p.m.

Submitted by _____
Kinshannta Hall
Planning & Zoning Clerk

ATTEST:

_____
Elio Guerrero
Chairman

THE GREAT CITY OF OPA-LOCKA

PLANNING & COMMUNITY DEVELOPMENT
TANDEM & MECHANICAL PARKING WORKSHOP

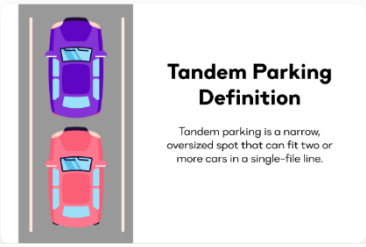
AGENDA

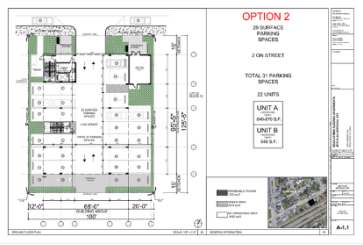
INTRODUCTION

THE NEED FOR PARKING

VARIOUS TYPE OF PARKING

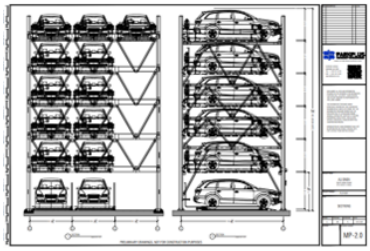
TANDEM PARKING





MECHANICAL LIFT PARKING

MECHANICAL AUTOMATED PARKING



The Need for Parking

Types of Parking

Surface Parking Lot/Garage

Typically, the **cost per parking space** for a surface **garage** is anywhere between **$1,500 to $10,000.** This depends on how much preparatory work you need to do, such as removing trees. On average, however, **expect to spend $5,000 per parking space** if you're building a **surface garage or parking lot**.

Structured Garage

The cost per space varies by area, but the average cost is **between $24,000 and $25,000** per space for a parking garage. If you intend to create a surface lot rather than a garage, costs can be considerably lower. Space costs in urban areas are higher than those in suburban areas.

Underground Garage

The cost per space for underground parking can be as high as **$50,000 per space**. Even more if the water table in the area is high.

Tandem Parking

Tandem parking is two vehicles parked end to end in a parking space that is twice as long as a regular parking space. The parking is usually assigned. Cost per space is a little more than standard surface parking.

Mechanical Parking

Lift

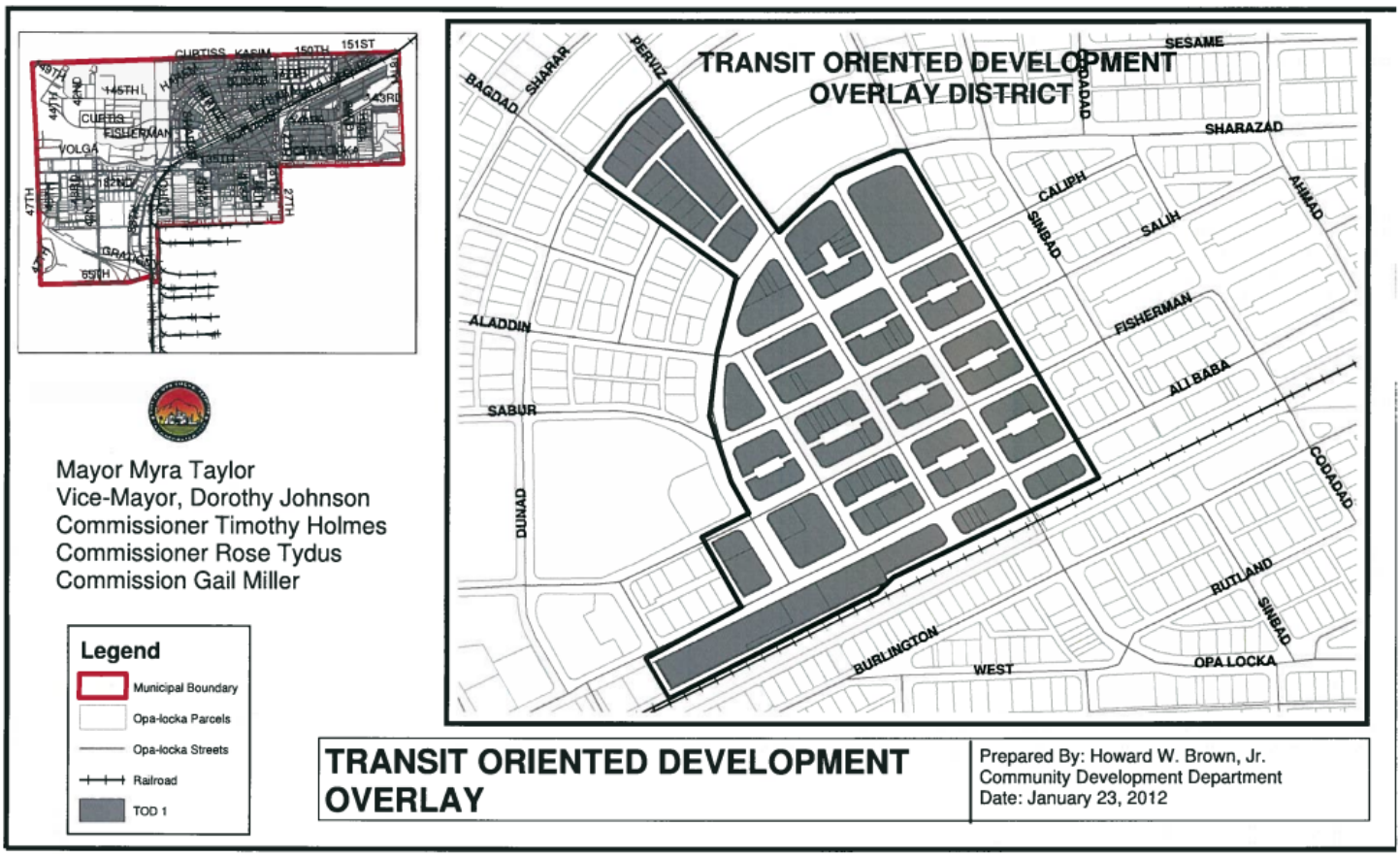
Lift parking is two vehicles where one vehicle is lifted over the other vehicle in a regular parking space. The parking is either assigned or valet. Cost per space is an additional $3500-$10,000 per standard surface parking.

Automated

Automated parking system is a mechanical operation where vehicles are moved on a platform system. The parking system is operated by valet or code. Cost per space is $10,000-$20,000 per standard parking.

TODD – Transit Oriented Development District

In March 2012, the Opa-locka City Commission adopted Ordinance 12-06 for Transit Oriented Development District [TODD to be formed in the Downtown area of the City.



6.9A TOD - TRANSIT ORIENTED DEVELOPMENT DISTRICT

A. District Purpose

The TOD district provides the opportunity for an exemplary pedestrian-friendly neighborhood with sustainable and environmentally responsive buildings and infrastructure. The district's close proximity to public transportation in an area of the downtown which is largely undeveloped will support a variety of moderate and high density multifamily housing types for a broad range of incomes. The combination of accessibility to public transit and housing will shape this district as an active mixed-use neighborhood. Proposed developments should promote walkable streets by providing ground floor active uses and open space through reduced parking capacities.

B. Development characteristics

1. Buildings and infrastructure should be sustainable and responsive to the environment to support the district as a sustainable neighborhood.

2. Mixed-income housing and service-oriented retail are encouraged to support the district as a sustainable neighborhood.

3. Retail uses may include small neighborhood retailers such as small service retail, and destination retail such as specialty retailers and grocery stores.

4. Pedestrian pathways should be used to enhance connectivity to regional and local transit hubs.

Section G address the site requirement and parking standards for development within the TODD.

G. Site Development Standards

1. Building Heights: No building or structure, shall be erected or altered in the TOD district to a height exceeding seven stories or seventy-five (75) feet, except to allow for architectural features, parapet, elevator overrides, machine room, etc with the approval of FAA.

2. Minimum dwelling unit size:
   a. One-bedroom – 550 sq. feet minimum
   b. Two-bedroom – 725 sq. feet minimum
   c. Studio Units ----440 sq feet minimum (Seniors Only) capped at 30 percent.

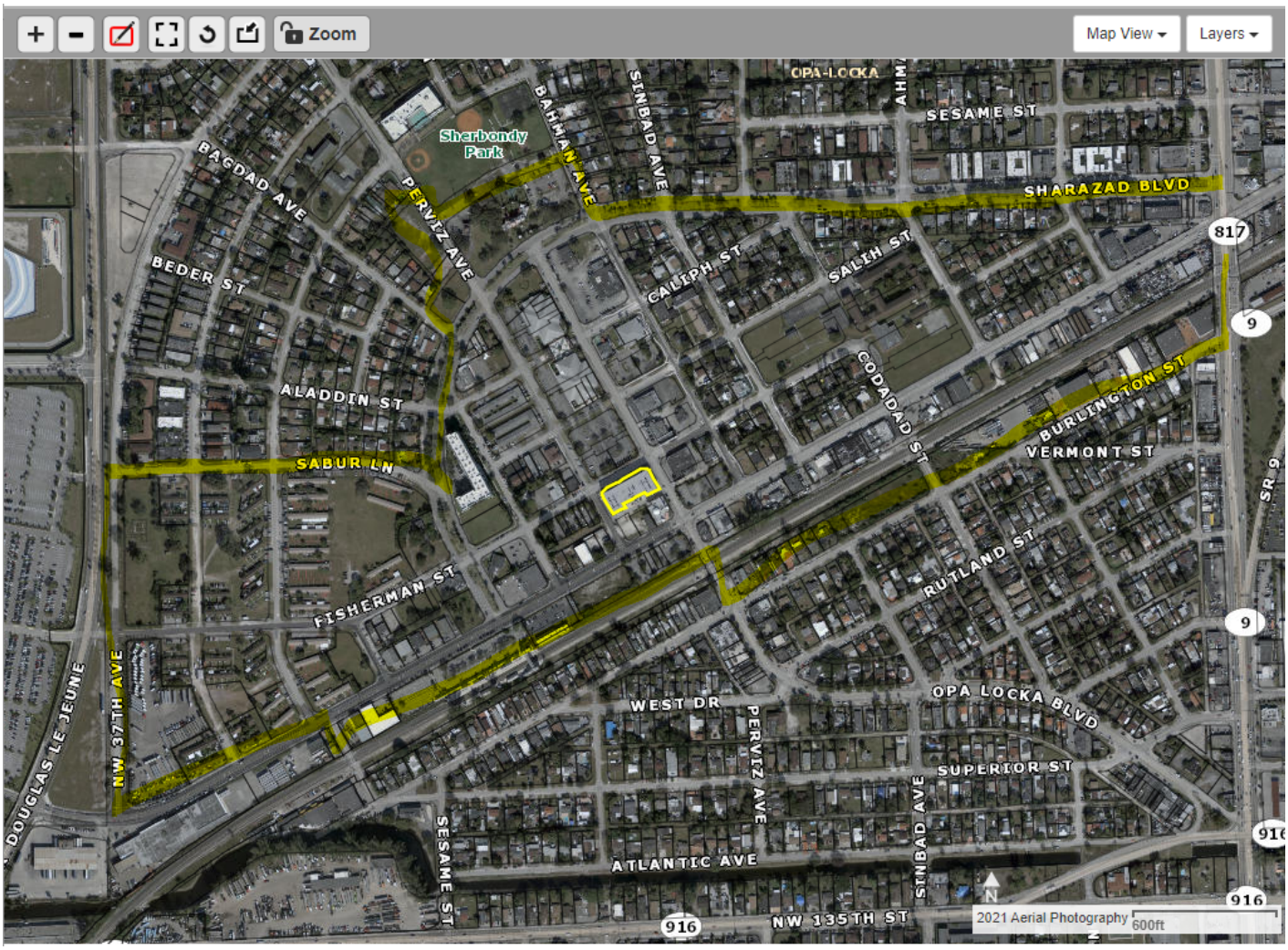
3. Off-Street Parking: Parking shall be provided pursuant to Article 8, entitled off-street parking and loading regulations, ULDR, subject to the following conditions:

   a. Parking Requirements-Developments that provide Affordable Housing may be reduced as stated below. In no event shall parking be reduced by more than sixty-five (65%) percent of the spaces required.

      i. A thirty-five percent (35%) reduction in required parking is permitted within a TOD.

      ii. Developments that provide Housing for the Elderly may be reduced and may be allowed to provide a maximum of one parking space per every two Dwelling Units provided as Elderly Housing, upon showing that the reduction in off-street parking is justified in view of the nature and type of prospective occupancy and the economic circumstances involved, and that the impacts for such reduction are not likely to unduly burden traffic and parking facilities in the neighborhood.

The Historic Downtown Opa-locka District [HDOD] shall be established as an area of the city where it has been found that programs which will contribute to economic development through the development of a more active streetscape should be undertaken. The district shall have the following territorial boundaries: Starting from a point in the centerline of Northwest 27th Avenue and Ali Baba Avenue, proceeding west along Ali Baba Avenue /the CRX Railroad ROW including the northern portion of Burlington Street to NW 37th Avenue, North towards Sabur Lane and west to Sharazad Boulevard, Historic City Hall –Sherbondy Village Community Center Complex on the north side and curve East to back to NW 27th Avenue.



The HDOD incorporates the site requirement and parking standards for the TODD. These requirements and standards were expanded into the Barracks/Downtown West area of the HDOD.

(J) Incorporation of TOD District

A Transit Oriented Development District is generally characterized as a developed environment within a quarter-mile of a public transit system, with building characteristics and public amenities that promote the safe movement of pedestrians.

The City of Opa-locka's Transit Oriented Development District is located in the HDOD which boundaries stated in item (B).

Opa-locka's Transit Oriented Development District (TODD) is specifically created to facilitate mixed-use development, with access to transit stations or stops along existing and planned high performance transit service corridors.

The TODD Code also encourages commercial functions that include shop-fronts at street level, with residential units and office space above, wide pedestrian-friendly and multimodal sidewalks, rear on-site parking, and possibly public parking facilities.

The TODD incorporates the goals of the HDOD efforts with elements from the previous Commercial Liberal ("B-2") and Downtown Mixed Use Overlay District standards to produce development standards for the TODD. The TODD facilitates mixed-use development, pedestrian-oriented streets, public mobility options, Moorish style architecture, and opportunities for location of work, play, services and entertainment within walking distance.

General. This designation shall be known as the TODD for the City of Opa-locka. The TODD shall promote the Goals, Objectives and Policies contained of the previous Downtown Mixed Use District designation within the Future Land Use Element of the Comprehensive Plan. Specifically, Objective LU-2 of the Sustainable Opa-locka 20/30 Comprehensive Plan Future Land Use Element are designed to maximize the development potential of Historic Downtown Opa-locka.

The TODD designation supplements the Land Development Regulations ("LDR") provisions within the City of Opa-locka for the area known as the HDOD. The TOCD is generally described as the area bound to the north by Dunand Avenue, to the east by NW 27th Avenue, to the south by NW 135th Street, and to the west by Sesame Street.

Opa-locka's TODD designation is specifically created to encourage compact first-rate projects based upon smart growth principles; to preserve the existing character of neighborhoods surrounding the Historic Downtown Opa-locka core; to regulate for high-quality infill development, and to create a predictable process for developers and the community to meet these goals.

The Parking Standards and Requirement for the HDOD which includes the TODD are as follows:

(N) Parking Standards and Requirements.

1. In the HDOD contingent on use, shall be required to provide any off-street parking in excess of the off-street parking that is currently in existence in this "built-out" area of the City and subjected to administrative review or Planning and Zoning board and approval from City Commission.

2. All existing buildings in the HDOD are subjected to administrative review for any use currently allowed in this district to provide any additional off-street parking despite any change of use that might intensify the use of any building and normally require a corresponding increase in the amount of off-street parking.

3. However as a consequence of this provision, any existing building in the HDOD occupied for any currently allowed use as listed under subsection (2) providing any additional off-street parking due to an increase in any intensity of use shall be subjected to administrative review .

4. Nothing contained herein shall be construed to authorize or permit the physical expansion or addition to any existing building in the HDOD over or in any area of established and existing off-street parking prior to administrative review and approval.

5. That the aforesaid provisions shall not be applicable to any of the following:

   (a) When an existing building in the HDOD is demolished and subsequently replaced by the construction of a new building on the property.

   (b) When an existing building in this district is "effectively demolished" by the razing of more than 51 percent of the square footage of the existing structure and the subsequent reconstruction of that portion of the building previously demolished.

   (c) When any additional area of occupancy and use is physically constructed and added onto, or attached to, any existing building in this district.

   (d) When a new building is constructed on a previously vacant lot or parcel of property. If any of the foregoing instances occur, all off-street parking requirements and provisions contained in the Code of Ordinances shall remain applicable thereto.

Parking and density calculations.

(a) All parking allocations must be approved by the DRC.

(b) All development in the HDOD may be eligible receive a maximum of 35 percent reduction from the parking standards listed in Section 22-153 "Off Street Parking and Loading Standards" of the LDC pending administrative review and approval or Planning, Zoning and Appeals Board and the City Commission review and approval.

Payment-in-Lieu of Parking Fund. A Payment-in-Lieu of Parking Fund shall be established by the City to provide funding specifically for parking and related improvements within the HDOD. Payment-in-Lieu of Parking Fees will be collected from all applicants for development and uses within the HDOD that do not provide sufficient on-site parking spaces or Shared Parking spaces to meet the minimum parking requirements of the Code. The Payment-in-Lieu of Parking Fee option for compliance with this subsection shall become effective upon adoption by the City Commission of a Resolution which specifies the amount of the Payment-in-Lieu of Parking Fund Fee.

(a) Payment-in-Lieu of Parking Fund Fee Calculation. The amount of a payment to the Payment-in-Lieu of Parking Fund shall be calculated per parking space which is required but not provided via on-site parking spaces or Shared Parking spaces. The amount per parking space shall be determined by the average cost to the City for the construction of a parking space in a Parking Structure on a program wide basis within the HDOD, which shall be determined by the Building Director in coordination with the

Planning & Community Development Director. The average cost shall include actual costs and fees for land acquisition, design and planning, legal fees, engineering, actual construction, and permit review and inspection.

(b) Payment in Full of Payment-in-Lieu of Parking Fee. For property owners opting to pay in full, or applicants not eligible to provide payment through a Payment in Lieu of Parking Agreement as provided in subsection (D), payment of the full amount of the in-lieu fee shall be due prior to the issuance of a building permit for the development, or prior to issuance of a certificate of use for the use for which the payment is required, whichever occurs sooner.

(c) Payment in Lieu of Parking Agreement. In-Lieu of Parking Fee Agreements shall only be made between the City and the owner(s) of the subject property. Applicants for an in-lieu fee which is not paid in full prior to issuance of a building permit, must enter into an In-Lieu of Parking Fee Agreement with the City prior to the issuance of a building permit for the development, or prior to issuance of a certificate of use for the use for which the payment is required, whichever occurs sooner. Such agreement shall be approved by the community development director, and shall be recorded at the property owner's expense in the Public Records of Broward County, Florida. The In-Lieu of Parking Fee Agreement shall provide that the obligations imposed by the agreement constitute a restrictive covenant upon the property, and shall bind successors, heirs and assigns, and shall be released by the City upon payment in full of the amount due under the agreement.

(d) Payment in Lieu of Parking Agreement Term. An In-Lieu of Parking Fee Agreement executed by a property owner applicant in accordance with this subsection shall provide that installment payments shall be made over no longer than a 36 month time period in 3 installments. The first installment shall be at least 50 percent of the total fee due, and shall be paid upon signing the agreement, prior to the issuance of a building permit for the development or a certificate of use, whichever occurs sooner. The second installment shall be in the amount of at least 25 percent of the total fee amount due, and shall be paid no later than the second anniversary date of the execution of the agreement. A third and final payment of 25 percent of the total fee may be authorized by the agreement, and shall be due no later than the third anniversary date of the execution of the agreement. A property owner subject to an In-Lieu of Parking Fee Agreement may make a redemption payment of the remainder of the amount due pursuant to the agreement, at any time prior to the final required payment.

On-Site Parking.

(a) All parking lots, garages, and Parking Structures shall be located at the rear of all buildings.

(b) Parking Areas shall be accessed from side and back streets and from adjacent properties.

(c) Large Surface Parking Lots shall be visually and functionally segmented into several smaller lots through the use of structures and landscaping. Designs that reduce visibility, especially between Parking Areas and business entrances, shall be discouraged.

(d) Surface Parking Areas shall be obscured from Frontages by a building or Street Screen.

(e) Existing Surface Parking Lots are intended to be reduced, over time, through redevelopment and/or construction of structured parking facilities.

(f) Parking Areas shall not abut street intersections or terminate a street vista. On-street parking shall not be closer than 25 feet to a street intersection, measured from the extended right-of-way lines.

On-Street Parking (Parallel Parking).

(a) On-street parking will be allowed on Opa-locka Boulevard.

(b) On-street parking located adjacent to a building or lot shall not count toward fulfilling the parking requirements for that building or function.

Off-Street Parking

a) *Dwelling, multiple-family*: One space per bedroom with maximum two spaces per dwelling unit for residents. An additional five percent of the total residents' spaces shall be provided for visitors.

b) *Hotels and motels, including clubs:* One parking space for each sleeping room. If, in addition to sleeping rooms, there are other uses operated in conjunction with and/or as part of the hotel/motel, additional off-street parking spaces shall be provided for such other uses as would be required by this section if such uses were separate from the hotel/motel to the extent of 35 percent of the off-street parking specified in this article for retail stores, offices, services, establishments, bars, restaurants, dining rooms, night clubs, cabarets, ballrooms, banquet halls meeting rooms, auditoriums.

c) *Commercial uses:* **See LDR Sec. 22-155.**

d) Developments that provide Affordable/ Elderly Housing may be reduced as stated below. In no event shall parking be reduced by more than thirty-five (35%) percent of the spaces required.

e) A maximum 35% reduction in required parking may be permitted within the HDOD pending administrative review.

Shared Parking.

(a) The parking requirements for buildings containing more than one function shall be the total of the amount of parking required for each function.

(b) Shared Parking Areas shall be located no further than one-quarter mile of the building or function utilizing the Shared Parking capacity.

(c) Cross-access easements or similar mechanisms approved by the City Attorney shall be used to provide joint access between Shared Parking Areas.

(d) In a Parking Structure or Garage, each above-ground level counts as a single Story regardless of its relationship to habitable Stories.

(e) Parking Structures shall have Liner Buildings along primary frontages and landscape buffervards adjacent to residential properties.

(f) Vehicular entrances to parking lots, Parking Garages, and Parking Structures shall be no wider than 24 feet at the Build-to Line.

(g) Pedestrian walkways shall be integrated, to the extent possible, into the interior and/or perimeter landscaping of parking lots; constructed with brick pavers, stamped concrete or a paved or similarly firm surface, at least six feet in width; and separated from vehicular and Parking Areas by grade, Curbing and/or vegetation, except for necessary ramps.

(h) Pedestrian exits from all parking lots, garages, and Parking Structures shall be directly to a Build-to Line except underground levels which may be exited by pedestrians directly into a building.

(i) Parking facilities and appurtenant driveways shall be designed to maximize the safety and convenience of pedestrians walking between parked cars and business entrances as well as between external points and locations on-site.

DRAFT

Sponsored by: Commissioner Bass

ORDINANCE NO. 23-XXXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER II, ARTICLE II, ENTITLED "CITY COMMISSION", SECTION 2-31 ENTITLED "PER DIEM" OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO INCREASE SUBSISTENCE ALLOWANCES FOR CLASS C TRAVELERS, PURSUANT TO 166.021, FLORIDA STATUTES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, due to the rising cost of food, the City Commission of the City of Opa-Locka requests an increase in subsistence allowances for travel, as the current rates have been in effect since 2005; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to authorize the amendment of Chapter II, Article II, entitled "City Commission", Section 2-31 entitled "Per Diem" of the City of Opa-Locka's Code of Ordinances to increase the subsistence allowances for Class C travelers.

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
Amending Chapter II, Article II, Division 1, Section 2-31 entitled "Per Diem", which shall read:

Sec. 2-31. - Per diem.
City travelers, as defined in Section 166.021, Florida Statutes, shall be entitled to the per diem as set forth in Section 112.061, Florida Statutes, with the exception that the amounts set forth in Section 112.061(6)(b), Florida Statutes, shall be as follows:

1.Breakfast .....$ ~~10.00~~ *$20.00*
2.Lunch .....~~10.00~~ *$30.00*
3.Dinner .....~~30.00~~ *$50.00*

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 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. SEVERABILITY

If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

SECTION 5. CONFLICT

All sections or parts of sections of the applicable City of Opa-Locka ordinances currently in place in conflict herewith are intended to be rescinded and repealed to the extent of such conflict.

SECTION 6. 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 and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2023.

_____
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	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

City Manager:	Darvin Williams			**CM Signature:**			
Commission Meeting Date:	*04.26.2023*		**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	
	X		**Public Hearing:** *(Enter X in box)*		**Yes** / **No**	**Yes** / **No**	
						X	
Funding Source: *Account#* **:**	*(Enter Fund & Dept)* Ex: Departmental Travel Budgets		**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	Commissioner Bass		**Department:**		City Commission		

Short Title:

A resolution to authorize an increase in the City Commission per diem overnight travel allowances.

Staff Summary:

History- Established under Ordinance 05-19 and as outlined in Article II Sec 2-31, City travelers are entitled to a daily per diem in the amount of $50 in the following allocations:

Breakfast $10.00

Lunch $10.00

Dinner $30.00

These rates have been in effect since 2005.

Current Activity- Due to the rising cost of food, the City Commission is requesting an increase in its daily per diem to $100 to reflect the following allowances:

Breakfast $20.00

Lunch $30.00

Dinner $50.00

Financial Impact – The financial impact is estimated to be less than $1,000 and is containable within the current Commission travel budgets.

Proposed Action:

Staff recommends the City Commission approve the legislation authorizing the Interim City Manager to increase the City Commission's per diem travel budget.

Attachment:

1st Reading/Public Hearing:
2nd Reading/Public Hearing:
Adopted:
Effective Date:
Sponsored by: Interim City Manager

ORDINANCE NO. 23-XXX

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, 2022 AND ENDING SEPTEMBER 30, 2023, 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.

WHEREAS, the City Commission of the City of Opa-Locka, FL adopted its 2022-2023 Fiscal Year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 22-17, amended by Ordinance 23-04 and Ordinance 23-05; and

WHEREAS, pursuant to Florida Statute 166.241(5), the governing body of each municipality at any time within a fiscal year or within 60 days following the end of fiscal year may amend a budget for that year as follows:

a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund is not changed;
b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed;
c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter; and

WHEREAS, pursuant to 4.7(c) of the City of Opa-Locka Charter, entitled "Appropriation Amendments During the Fiscal Year", the City Commission may otherwise amend the annual budget from time to time during the year, by ordinance, as it deems necessary to do so; and

WHEREAS, the City Commission desires to amend its 2022-2023 Fiscal Year General, Proprietary and Special Revenue Funds budgets as set forth in Exhibit "A".

NOW, THEREFORE, BE IT DULY 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

Pursuant to Article IV, Section 4.5 of the City Charter, the City Manager has recommended proposed Amended General, Proprietary and Special Revenue Funds Budgets to the City Commission for the Fiscal Year retroactive to October 1, 2022, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein.

The City Commission of the City of Opa-Locka hereby approves, adopts and ratifies the proposed Amended General, Proprietary and Special Revenue Funds Budgets for the Fiscal Year 2022-2023, and hereby appropriates the budgeted expenditures and revenues as set forth in the attached Exhibit "A".

The City Manager is authorized to expend or contract for expenditures, pursuant to the City of Opa-Locka Charter and the adopted Code of Ordinances in accordance with the adopted Amended General, Proprietary and Special Revenue Funds Budgets for Fiscal Year 2022-2023.

The department/division expenditure allocations established by the City Manager, as revised and summarized in the budget attached as Exhibit "A", are hereby adopted and ratified. Funds of the City for General, Proprietary and Special Revenue Funds Budgets shall be expended in accordance with the appropriations provided by the budget, which shall constitute an appropriation of amounts specified therein. Expenditure control shall be at the fund level. Funds may be expended by, and with the approval of, the City Manager and the City Commission, in accordance with the provisions of the City Charter, adopted Code of Ordinances and applicable laws. Supplemental appropriations and reduction of appropriations, if any, shall be made in accordance with the City Charter.

Any and all outstanding encumbrances as of September 30, 2022, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2022, but are not expected to be paid until after then. Receipts from sources not anticipated in the attached budget may be appropriated and expensed by Ordinance duly enacted by the City Commission in accordance with the applicable law. Adjustments within the same fund to departmental

appropriations made in the attached Budget may be approved, from time to time, in the appropriate lawful manner. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget and as otherwise consistent with the City of Opa-Locka's Code of Ordinances.

All Ordinances setting fees and charges, and all other fees and charges consistent with appropriations adopted herein, as may be amended during the fiscal year, are hereby ratified, confirmed and approved.

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 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 Clerk.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this_____ day of _____, 2023.

PASSED SECOND READING this_____ day of _____, 2023.

_____
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	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

City of Opa-locka
Agenda Cover Memo

Department Director:	Robert Anathan			**Department Director Signature:**				
City Manager:	Darvin Williams			**CM Signature:**				
Commission Meeting Date:	Apr 26, 2023		**Item Type:** *(Enter X in box)*	**Resolution**	**Ordinance**		**Other**	
					X			
Fiscal Impact: *(Enter X in box)* **N/A**	**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)* See Attachments		**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's Office		City Manager			

Short Title:

FY 23 Budget Amendment #3 – Second hearing

Staff Summary:

Issue/Recommendation: A budget amendment is required to align the City budget with current requirements. Staff recommends the City Commission approve FY 23 Budget Amendment #3 on second hearing.

History: The City Commission adopted the City FY 23 Budget on October 5, 2022 (Ordinance 2022-17) which was subsequently approved by the State. This budget was composed of $64.3 million of expenditures and $20.6 million of funding being transferred between various Funds, resulting a total budget of $84.9 million.

On February 8, 2023, the City Commission approved FY 23 Budget Amendment #1 on second hearing. The primary function of this amendment was to bring into FY 23 those projects, and their associated funding, that

had been approved in FY 22 but hadn't been completed by the end of FY 22. Consequently, $5.4 million of expenditures and associated funding were added, as well as another $3.7 million of interfund transfers, reflecting movement of funds from where they resided, e.g., the General Fund, to where the projects would be managed and completed, e.g., the Safe Neighborhood CIP Fund. This resulted in an amended budget of $69.7 million of expenditures plus another $24.3 million of interfund transfers reflecting movement of funds from one Fund to another.

On March 22, 2023, the Commission approved FY 23 Budget Amendment #2 on second hearing. The primary purpose of this amendment was to bring in five community-selected projects funded by $1.0 million of ARPA funds and $250,000 of an anticipated grant. Additionally, three CIP projects were reprioritized, freeing up $47,275 of Stormwater Fund Balance. Three additional items included the rental of mobile office trailer, an irrigation truck, the carving out of a small Community Policing Budget and a relocation assistance grant program, all funded with either vacancy savings or grants. The net impact of Budget Amendment #2 was an expenditure increase of $1,242,725, all funded with either grants of use of ARPA Fund Balance.

Current Activity: The first hearing for Budget Amendment #3 was conducted on April 12, 2023. With this second hearing, there are now 37 line items recommended for adjustment. Nineteen capital-related projects are recommended to be increased by $4,239,177, partially offset by a recommended decrease in the Commerce North Drainage Project of $2,5000,225. Additionally, there are another seventeen line items, reflecting an expenditure increase of $464,500. Some are significant, including $175,000 for stormwater drainage infrastructure cleaning, $60,000 for extended Municipal Complex security services, $50,000 for annexation consulting services and $24,000 for Federal grant writing services. The remainder are primarily small in nature and reflect minor adjustments to many accounts. In total this represents a $1,693,392 gross increase in expenditure, offset by $1,130,500 in expenditure savings, for a net increase in expenditures of $1,072,892.

Additionally, there is an increase of $1,279,808 in interfund transfers, primarily reflecting the transfer of funding from Funds that earn revenue to the CIP Funds where capital projects are managed, e.g., funds moving from the General Fund to the Safe Neighborhood CIP Fund.

With this Budget Amendment, the entire $8.0 million of ARPA-received funds are now tentatively allocated.

Financial Impact: This budget amendment can be summarized financially as follows:

Funding	
Revenue / Loans / Grants	($ 251,658)
Use Of Fund Balance	1,324,550
Total Funding – Excluding Transfers-In	1,072,892
Transfers-In	1,279,808
Total Funding	$2,352,700
Expenditure	
Expenditure – Excluding Transfers-Out	$1,072,892
Transfers-Out	1,279,808
Total Expenditure	$2,352,700

Additional details on the above are presented in the Overview and Summary By Line Item attachments. In addition to these details, greater detail is presented in the attachments, Summary By Fund and Detail By Line Item, which contain detailed accounting information for the State review.

.Proposed Action:

Staff recommends the City Commission approve the proposed amendment on second hearing.

Attachment:

1. Budget Amendment Overview
2. Budget Amendment Summary By Line Item
3. Budget Amendment Summary By Fund
4. Budget Amendment Detail By Line Item
5. Ordinance

FY 23 Budget Amendment #3 Overview - Second Hearing

Summary

Funding		Notes
Revenue / Loans / Grants	$ (251,658)	(a)
Use Of Fund Balance	1,324,550	(b)
Total Funding – Excluding Transfers-In	1,072,892	
Transfer-In	1,279,808	
Total Funding	$ 2,352,700	
Expenditure		
Expenditure – Excluding Transfers-Out	$ 1,072,892	(c)
Transfers-Out	1,279,808	
Total Expenditure	$ 2,352,700	

Notes

		Bgt. Amend #2	Incr/(Decr)	Bgt. Amend #3
(a)	**Revenue / Loans / Grants**			
	Additional Revenue		$ 248,342	
	Non-Receipt Of Grant		(500,000)	
	Total Revenue / Loans / Grants		$ (251,658)	
(b)	**Use Of/(Addition To) Fund Balance**			
	General Fund	$ 6,854,817	$ 642,646	$ 7,497,463
	Water-Sewer Operating Fund	780,748	101,000	881,748
	Stormwater Operating Fund	2,362,490	278,000	2,640,490
	Safe Neighborhood Fund	0	73,129	73,129
	Special Law Enforcement	49,000	-	49,000
	American Recovery Plan Act (ARPA)	7,770,225	229,775	8,000,000
	Total Use Of / (Addition To) Fund Balance	$ 17,817,280	$ 1,324,550	$ 19,141,830
(c)	**Expenditures**			
	Capital Projects / Reuriements			
	Additions - Nineteen Items		$ 4,239,117	
	Reductions - One Project		(2,500,225)	
	Net Capital Projects		1,738,892	
	Stormwater Drainage System Cleaning		175,000	
	Municipal Complex Security Services		60,000	
	Annexation Consultant		50,000	
	Federal Grant Consultant		24,000	
	Other		155,500	
	Expenditures - Gross		$ 2,203,392	
	Savings		(1,130,500)	
	Contingency		-	
	Expenditures - Net		$ 1,072,892	

FY 23 Budget Amendment #3 Summary By Line Item
Second Hearing

#	Amount	Purpose	Funding Source
1	$780,000	Required Equipment To Measure And Monitor Sewer Flows	ARPA
2	$800,000	Additional Expense For Rehabilitation Of Pump Stations #9, #12 & #16	ARPA
3	$400,000	NW 133 St Sewer Project	ARPA
4	$250,000	Additional Burlington St Canal Expense	ARPA
5	($2,500,225)	Commerce North Drainage Project	ARPA – Reduction In Usage
6	$140,896	NW 147th St Roadway Improvement (FY 22 Carryover)	County CITT Funding
7	–	Division Of One Account Into Three Accounts To Improve Monitoring	NA
8	$125,000	Tree Planting	$100,000 From County Tree Grant Program, Remainder From General Fund Available Fund Balance
9	$95,775	Fire Station Design (FY 22 Carryover)	General Fund Available Fund Balance
10	($73,129)	Excess Funds In Safe Neighborhood Transferred To Debt Service Fund	Increases Surplus Funds In Debt Service Going To General Fund, Improving General Fund Available Fund Balance
11	$88,000	127th Street Canal Water Quality Study	Stormwater Ops Fund Balance
12		Not used	
13	$175,000	Stormwater Drainage System Cleaning & Repair	Stormwater Ops Revenue
14	$95,000	Police Stations Additional Cost – Air Conditioning & Other	General Fund Available Fund Balance
15	$400,000	Sesame Street Bridge Additional Cost	General Fund Available Fund Balance
16	$22,448	NW 133rd Street FY 22 Carryover Cost	CITT Revenue
17	$316,000	Burlington Canal Increased Cost Due To New DERM Requirement To Increase Bank Height	Savings From Cairo Lane Project
18	$15,000	Transfer Of Budget To More Relevant Account To Minimize Account Confusion	No Financial Impact
19	$172,716	Transfer Of Staff From Roads & Streets Division To Beautification & Maintenance Division	No Financial Impact
20	$78,094	Transfer Of Operating Expense From Roads & Streets Division To Beautification & Maintenance Division	No Financial Impact
21	$50,000	Annexation Consultant	Savings – Red Light Camera Services – Delay In Installation Of New Cameras
22	$24,000	Federal Grant Consultant	Savings – Red Light Camera Services – Delay In Installation Of New Cameras
23	$40,000	Misc. Facilities Services	Savings – Red Light Camera Services – Delay In Installation Of New Cameras

FY 23 Budget Amendment #3 Summary By Line Item
Second Hearing

#	Amount	Purpose	Funding Source
24	$25,000	Increased Insurance Deductible Expense	Increased contributions from General, Water-Sewer, Stormwater & Town Center Funds
25	$15,000	Bucket Truck Rental	Vacancy Savings
26	$15,000	Water Line Repairs	Vacancy Savings
27	$58,000	Increased Overtime Due To Vacant Positions	Vacancy Savings
28	$57,400	Restarting Solid Waste Division	Vacancy Savings
29	$10,000	Streetsweeper Repair	Vehicle Lease Savings
30	$101,000	Sewer System Evaluation FY 22 Rollover	Water-Sewer Available Fund Balance
31	$100,000	Roadway Assessment – Phase I	General Fund Available Fund Balance
32	$27,500	Eleven Small General Fund Adjustments	Vacancy Savings
33	$500	Establishment Of Account For Small Risk Management Expenses	Deductible Savings
34	$7,000	Restoration Of Special Events Budget To Offset Expenditures Of Commissioners Who Departed December, 2022	Savings – Red Light Camera Services – Delay In Installation Of New Cameras
35	$75,000	Building Improvements – PW HQ Electric Gate, Signage, Air Conditioning	Savings – Machinery & Equipment, Vacancies
36	$60,000	Extension of Municipal Complex security services for four months	Vacancy Savings
37	$450,000	Transfer Of Funding From IT Software To IT Hardware Budget	No Financial Impact

FY 23 Budget Amendment #3 - Summary By Fund - Second Hearing

Total City				
	Governmental Funds	Enterprise Funds	ARPA Fund	Total
Budget Thru Amendment #2				
Funding				
Revenue/Loans	29,081,461	24,111,850	-	53,193,311
Use Of / (Add To) Fund Bal	6,903,817	3,143,238	7,770,225	17,817,280
Total Funding Ex Trans-In	35,985,278	27,255,088	7,770,225	71,010,591
Transfer-in	15,199,126	9,656,248	-	24,855,374
Total Funding	51,184,404	36,911,336	7,770,225	95,865,965
Expenditure				
Expenditure - Ex Trans-Out	38,103,129	32,132,461	775,000	71,010,591
Transfer-Out	13,081,274	4,778,875	6,995,225	24,855,374
Total Expenditure	51,184,404	36,911,336	7,770,225	95,865,965
Amendment #3				
Funding				
Revenue/Loans	248,342	(500,000)	-	(251,658)
Use Of / (Add To) Fund Bal	715,775	379,000	229,775	1,324,550
Total Funding Ex Trans-In	964,117	(121,000)	229,775	1,072,892
Transfer-in	947,033	332,775	-	1,279,808
Total Funding	1,911,150	211,775	229,775	2,352,700
Expenditure				
Expenditure - Ex Trans-Out	967,855	105,037	-	1,072,892
Transfer-Out	943,295	106,738	229,775	1,279,808
Total Expenditure	1,911,150	211,775	229,775	2,352,700
Budget Thru Amendment #3				
Funding				
Revenue/Loans	29,329,803	23,611,850	-	52,941,653
Use Of / (Add To) Fund Bal	7,619,592	3,522,238	8,000,000	19,141,830
Total Funding Ex Trans-In	36,949,395	27,134,088	8,000,000	72,083,483
Transfer-in	16,146,159	9,989,023	-	26,135,182
Total Funding	53,095,554	37,123,111	8,000,000	98,218,665
Expenditure				
Expenditure - Ex Trans-Out	39,070,984	32,237,498	775,000	72,083,483
Transfer-Out	14,024,569	4,885,613	7,225,000	26,135,182
Total Expenditure	53,095,554	37,123,111	8,000,000	98,218,665

Exhibit "A"

FY 23 Budget Amendment #3 - Summary By Fund - Second Hearing

General Fund

	Div	Budget Thru Amend #2	Amendment #3	Budget Thru Amend #3
Funding				
Revenue/Loans		20,303,122	-	20,303,122
Use Of / (Add To) Fund Bal		6,854,817	642,646	7,497,463
Total Funding - Ex Transfer-In		27,157,939	642,646	27,800,585
Transfer-In		4,099,175	73,129	4,172,304
Total Funding		31,257,114	715,775	31,972,889
Expenditure	**Div**			
Commission	10	162,478	14,000	176,478
City Manager	12	835,771	3,000	838,771
General Fund Non-Depart - Ex Trans Out	19	2,537,741	(74,476)	2,463,265
Human Resources	13	390,188	4,000	394,188
Clerk	16	487,628	-	487,628
Attorney	28	442,000	-	442,000
Finance	17	1,393,675	-	1,393,675
Planning & Community Dev	37	621,461	-	621,461
Building & Licenses	30	866,638	(149,900)	716,738
Parks & Recreation	72	1,428,153	15,500	1,443,653
Police	26	7,655,499	(80,000)	7,575,499
Code Enforcement	23	482,488	7,100	489,588
Building & Grounds Maintenance	38	961,063	358,310	1,319,373
Public Works - Admin	32	580,356	5,000	585,356
Public Works - Streets	41	1,984,966	(229,810)	1,755,156
Public Works - Trash	50	-	57,400	57,400
Public Works - Vehicle Maintenance	49	803,922	(10,500)	793,422
Total Expenditure - Ex Transfer-Out		21,634,027	(80,376)	21,553,651
Transfer-Out	19	9,623,087	796,151	10,419,238
Total Expenditure		31,257,114	715,775	31,972,889

Exhibit "A"

FY 23 Budget Amendment #3 - Summary By Fund - Second Hearing

Governmental Funds										
	General Fund	Safe Neighborhood Capital Fund	People's Transportation Plan Fund	Town Center Fund	Debt Service Fund	Special Law Enforcement Fund	Law Enforcement Training Trust Fund	Insurance Service Fund	Information Technology Service Fund	Total Gov Funds
Budget Thru Amendment #2										
Funding										
Revenue/Loans	20,303,122	2,736,278	1,044,777	480,384	4,515,900	-	1,000	-	-	29,081,461
Use Of / (Add To) Fund Bal	6,854,817	-	-	-	-	-	49,000	-	-	6,903,817
Total Funding Ex Trans-In	27,157,939	2,736,278	1,044,777	480,384	4,515,900	-	50,000	-	-	35,985,278
Transfer-in	4,099,175	5,345,205	-	420,412	48,004	-	-	3,554,139	1,732,191	15,199,126
Total Funding	31,257,114	8,081,483	1,044,777	900,796	4,563,904	-	50,000	3,554,139	1,732,191	51,184,404
Expenditure										
Expenditure - Ex Trans-Out	21,634,027	8,081,483	1,044,777	749,479	1,257,033	-	50,000	3,554,139	1,732,191	38,103,129
Transfer-Out	9,623,087	-	-	151,317	3,306,871	-	-	-	-	13,081,274
Total Expenditure	31,257,114	8,081,483	1,044,777	900,796	4,563,904	-	50,000	3,554,139	1,732,191	51,184,404
Amendment #3										
Funding										
Revenue/Loans	-	100,000	148,342	-	-	-	-	-	-	248,342
Use Of / (Add To) Fund Bal	642,646	73,129	-	-	-	-	-	-	-	715,775
Total Funding Ex Trans-In	642,646	173,129	148,342	-	-	-		-	-	964,117
Transfer-in	73,129	715,775	-	60,000	73,129	-		25,000	-	947,033
Total Funding	715,775	888,904	148,342	60,000	73,129	-		25,000	-	1,911,150
Expenditure										
Expenditure - Ex Trans-Out	(80,376)	815,775	148,342	59,114	-	-	-	25,000	-	967,855
Transfer-Out	796,151	73,129	-	886	73,129	-		-	-	943,295
Total Expenditure	715,775	888,904	148,342	60,000	73,129	-		25,000	-	1,911,150
Budget Thru Amendment #3										
Funding										
Revenue/Loans	20,303,122	2,836,278	1,193,119	480,384	4,515,900	-	1,000	-	-	29,329,803
Use Of / (Add To) Fund Bal	7,497,463	73,129	-	-	-	-	49,000	-	-	7,619,592
Total Funding Ex Trans-In	27,800,585	2,909,407	1,193,119	480,384	4,515,900	-	50,000	-	-	36,949,395
Transfer-in	4,172,304	6,060,980	-	480,412	121,133	-	-	3,579,139	1,732,191	16,146,159
Total Funding	31,972,889	8,970,387	1,193,119	960,796	4,637,033	-	50,000	3,579,139	1,732,191	53,095,554
Expenditure										
Expenditure - Ex Trans-Out	21,553,651	8,897,258	1,193,119	808,593	1,257,033	-	50,000	3,579,139	1,732,191	39,070,984
Transfer-Out	10,419,238	73,129	-	152,203	3,380,000	-	-	-	-	14,024,569
Total Expenditure	31,972,889	8,970,387	1,193,119	960,796	4,637,033	-	50,000	3,579,139	1,732,191	53,095,554

Exhibit "A"

FY 23 Budget Amendment #3 - Summary By Fund - Second Hearing

Enterprise Funds										
	Water-Sewer Operating Fund						Storm Water Op	Water Sewer CIP	Storm Water CIP	Total
	Water-Sewer Operating Divisions (Expense)									
	Water Division	Sewer Division	Water-Sewer Finance Division	Water Lines Division	Water-Sewer CIP Division	Total Water-Sewer Op Fund	Storm Water Op Fund	Total Water-Sewer CIP Fund	Storm Water CIP Fund	Total Enterprise Funds
Budget Thru Amendment #2										
Funding										
Revenue/Loans						10,590,507	1,926,000	4,595,343	7,000,000	24,111,850
Use Of / (Add To) Fund Bal						780,748	2,362,490	-	-	3,143,238
Total Funding Ex Trans-In						11,371,255	4,288,490	4,595,343	7,000,000	27,255,088
Transfer-in						183,284	-	2,600,228	6,872,736	9,656,248
Total Funding	-	-	-	-	-	11,554,539	4,288,490	7,195,571	13,872,736	36,911,336
Expenditure										
Expenditure - Ex Trans-Out	2,056,940	4,433,299	2,799,888	319,498	255,227	9,864,852	1,199,302	7,195,571	13,872,736	32,132,461
Transfer-Out	-	-	1,689,687	-	-	1,689,687	3,089,188	-	-	4,778,875
Total Expenditure	2,056,940	4,433,299	4,489,575	319,498	255,227	11,554,539	4,288,490	7,195,571	13,872,736	36,911,336
Amendment #3										
Funding										
Revenue/Loans						-	-	(500,000)	-	(500,000)
Use Of / (Add To) Fund Bal						101,000	278,000	-	-	379,000
Total Funding Ex Trans-In						101,000	278,000	(500,000)	-	(121,000)
Transfer-in						-	-	2,480,000	(2,147,225)	332,775
Total Funding	-	-	-	-	-	101,000	278,000	1,980,000	(2,147,225)	211,775
Expenditure										
Expenditure - Ex Trans-Out	(3,000)	104,000	(3,267)	-	-	97,733	174,529	1,980,000	(2,147,225)	105,037
Transfer-Out	-	-	3,267	-	-	3,267	103,471	-	-	106,738
Total Expenditure	(3,000)	104,000	-	-	-	101,000	278,000	1,980,000	(2,147,225)	211,775
Budget Thru Amendment #3										
Funding										
Revenue/Loans						10,590,507	1,926,000	4,095,343	7,000,000	23,611,850
Use Of / (Add To) Fund Bal						881,748	2,640,490	-	-	3,522,238
Total Funding Ex Trans-In						11,472,255	4,566,490	4,095,343	7,000,000	27,134,088
Transfer-in						183,284	-	5,080,228	4,725,511	9,989,023
Total Funding	-	-	-	-	-	11,655,539	4,566,490	9,175,571	11,725,511	37,123,111
Expenditure										
Expenditure - Ex Trans-Out	2,053,940	4,537,299	2,796,621	319,498	255,227	9,962,585	1,373,831	9,175,571	11,725,511	32,237,498
Transfer-Out	-	-	1,692,954	-	-	1,692,954	3,192,659	-	-	4,885,613
Total Expenditure	2,053,940	4,537,299	4,489,575	319,498	255,227	11,655,539	4,566,490	9,175,571	11,725,511	37,123,111

Exhibit "A"

FY 23 Budget Amendment #3 - Detail - Second Hearing

#				Amendment Details	Budget	Adj	Revised	
1	**Sewer Flow Meters & Smart Covers - ARPA Reallocation**							
	WS CIP	Exp	86-5356335	Pump Station Flow Meters	400,000	500,000	900,000	Reallocation of ARPA Funds to address significant sewer system issues.
	WS CIP	Exp	86-5356308	Smart Covers	-	280,000	280,000	
	WS CIP	Trf-In	445-381105	Trf In From ARPA	2,250,000	780,000	3,030,000	
	ARPA	Trf-Out	15-538902	Trf Out To Water-Sewer CIP	-	780,000	780,000	
	ARPA	Fund Bal	105-383010	Use Of Fund Balance	7,770,225	780,000	8,550,225	
							-	
2	**Sewer Pump Station Upgrade - ARPA Reallocation**						-	
	WS CIP	Exp	86-535635	Pump Station #9 Rehabilitation	21,000	700,000	721,000	Reallocation of ARPA Funds to address significant pump station issues.
	WS CIP	Exp	86-5356317	Pump Station #12 Rehabilitation	721,000	50,000	771,000	
	WS CIP	Exp	86-535650	Pump Station #16 Rehabilitation	771,000	50,000	821,000	
	WS CIP	Rev	445-334790	State Legislative Grant (PS #16)	500,000	(500,000)	-	
	WS CIP	Trf-In	445-381105	Trf In From ARPA	3,030,000	1,300,000	4,330,000	
	ARPA	Trf-Out	15-538902	Trf Out To Water-Sewer CIP	780,000	1,300,000	2,080,000	
	ARPA	Fund Bal	105-383010	Use Of Fund Balance	8,550,225	1,300,000	9,850,225	
							-	
3	**NW 133 St Sewer Project - ARPA Reallocation**						-	
	WS CIP	Exp	86-535642	NW 133rd Street - Sewer Reloc	43,246	400,000	443,246	Reallocation of ARPA Funds to address priority drainage project
	WS CIP	Trf-In	445-381105	Trf In From ARPA	4,330,000	400,000	4,730,000	
	ARPA	Trf-Out	15-538902	Trf Out To Water-Sewer CIP	2,080,000	400,000	2,480,000	
	ARPA	Fund Bal	105-383010	Use Of Fund Balance	9,850,225	400,000	10,250,225	
							-	
4	**Burlington Canal - ARPA Reallocation**						-	
	Storm CIP	Exp	87-5356328	Burlington Canal	965,307	250,000	1,215,307	Reallocation of ARPA Funds to address priority drainage project
	Storm CIP	Trf-In	455-381105	Trf In From ARPA	4,120,225	250,000	4,370,225	
	ARPA	Trf-Out	15-538903	Trf Out To Stormwater CIP	4,120,225	250,000	4,370,225	
	ARPA	Fund Bal	105-383010	Use Of Fund Balance	10,250,225	250,000	10,500,225	
							-	
5	**Commerce North - ARPA Reallocation**						-	
	Storm CIP	Exp	87-5386335	Commerce North	3,620,225	(2,500,225)	1,120,000	Reallocation of ARPA Funds to address priority drainage project
	Storm CIP	Trf-In	455-381105	Trf In From ARPA	4,370,225	(2,500,225)	1,870,000	
	ARPA	Trf-Out	15-538903	Trf Out To Stormwater CIP	4,370,225	(2,500,225)	1,870,000	
	ARPA	Fund Bal	105-383010	Use Of Fund Balance	10,500,225	(2,500,225)	8,000,000	
							-	

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#				Amendment Details	Budget	Adj	Revised	
6	**NW 147 St Improvement Carryover**						-	
	PTP	Exp	47-541825	NW 147 St Improvement (Road)	-	125,896	125,896	Carryover of a FY 22 project
	PTP	Rev	176-334951	PTT - County Tran System - Roads	394,777	125,896	520,673	
	Storm CIP	Exp	87-541825	NW 147 St Improvement (Drainage)	300,575	15,000	315,575	
	Storm CIP	Trf-In	455-381010	Trf-In For Storm Ops	2,752,511	15,000	2,767,511	
	Storm Ops	Trf-Out	43-513917	Trf-Out To Storm CIP	2,752,511	15,000	2,767,511	
	Storm Ops	Fund Bal	450-383010	Use Of Fund Balance	2,362,490	15,000	2,377,490	
							-	
7	**Dividing One Account Into Three Accounts - Improve Tracking**						-	
	ARPA	Trf-Out	15-538901	Trf-Out	6,995,225	(6,995,225)	-	Dividing one transfer-out account into three to improve tracking
	ARPA	Trf-Out		Trf-Out - To Safe Neighborhood	-	625,000	625,000	
	ARPA	Trf-Out	15-538902	Trf Out To Water-Sewer CIP	2,480,000	2,250,000	4,730,000	
	ARPA	Trf-Out	15-538903	Trf Out To Stormwater CIP	1,870,000	4,120,225	5,990,225	
							-	
8	**County Tree (GREEN) Program**						-	
	Safe Neigh	Exp	44-541819	Tree Planting Project	-	125,000	125,000	County tree grant program to increase County canopy.
	Safe Neigh	Rev	001-334710	County Tree (GREEN) Grant	-	100,000	100,000	
	Safe Neigh	Trf-In	320-381001	Trf-In From General Fund	4,720,205	25,000	4,745,205	
	Non-Dept	Trf-Out	19-581320	Trf-Out To Safe Neighborhood CIP	4,720,205	25,000	4,745,205	
	Gen Fund	Fund Bal	001-383010	Use Of Fund Balance	6,854,817	25,000	6,879,817	
							-	
9	**Fire Station Design - Carryover**						-	
	Safe Neigh	Exp	44-541841	Fire Station/HR Bldg Assessment	500,000	95,775	595,775	Design portion carried over from FY 22
	Safe Neigh	Trf-In	320-381001	Trf-In From General Fund	4,745,205	95,775	4,840,980	
	Non-Dept	Trf-Out	19-581320	Trf-Out To Safe Neighborhood CIP	4,745,205	95,775	4,840,980	
	Gen Fund	Fund Bal	001-383010	Use Of Fund Balance	6,879,817	95,775	6,975,592	
							-	
10	**Transfer Of Funds From Safe Neighborhood CIP To Debt Service**						-	
	Gen Fund	Fund Bal	001-383010	Use Of Fund Balance	6,975,592	(73,129)	6,902,463	Safe Neighborhood Fund had a bank account with $73,129 related to funding projects identified in 2011 Bond offering. This account closed since no longer a need for it. Under 2011 Bond covenants, funds have to go to Debt Service Fund. This becomes surplus which then goes back to the General Fund to reduce use of General Fund Available Fund Balance
	Gen Fund	Trf-In	001-381230	Trf-In - From Debt Service	3,306,871	73,129	3,380,000	
	Debt Srvc	Trf-Out	83-513910	Trf-Out - To General Fund	3,306,871	73,129	3,380,000	
	Debt Srvc	Trf-In	230-381320	Trf-In - From Safe Neigh CIP	-	73,129	73,129	
	Safe Neigh	Trf-Out	44-581230	Trf-Out - To Debt Service	-	73,129	73,129	
	Safe Neigh	Fund Bal	320-383010	Use Of Fund Balance	-	73,129	73,129	
							-	

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#				Amendment Details	Budget	Adj	Revised	
11	**127th Street Canal Study**							
	Storm CIP	Exp	87-5386334	127 Street Canal	7,000,000	88,000	7,088,000	Use of Stormwater Fund Balance to fund a study water quality for 12t7th Street Canal
	Storm CIP	Trf-In	455-381010	Trf-In - From Stormwater Ops	2,767,511	88,000	2,855,511	
	Storm Ops	Trf-Out	43-513917	Trf-Out - To Stormwater CIP	2,767,511	88,000	2,855,511	
	Storm Ops	Fund Bal	450-383010	Use Of Fund Balance	2,377,490	88,000	2,465,490	
12	**Not Used**							
13	**Stormwater Infrastructure Cleaning**							
	Storm Ops	Exp	43-538340	Other Contracted Services	327,000	175,000	502,000	Storm drainage system cleaning
	Storm Ops	Fund Bal	450-383010	Use Of Fund Balance	2,465,490	175,000	2,640,490	
14	**Police Station Construction**							
	Safe Neigh	Exp	44-541839	Police Station	1,935,892	95,000	2,030,892	Additional cost for Police Station construction, including upgrading of air conditioning system.
	Safe Neigh	Trf-In	320-381001	Trf-In From General Fund	4,840,980	95,000	4,935,980	
	Gen Fund	Exp	19-581320	Trf-Out To Safe Neighborhood CIP	4,840,980	95,000	4,935,980	
	Gen Fund	Fund Bal	001-383010	Use Of Fund Balance	6,902,463	95,000	6,997,463	
15	**Sesame Street Bridge**							
	Safe Neigh	Exp	44-541840	Sesame Street Bridge	772,458	400,000	1,172,458	Additional cost for bridge construction
	Safe Neigh	Trf-In	320-381001	Trf-In From General Fund	4,935,980	400,000	5,335,980	
	Gen Fund	Exp	19-581320	Trf-Out To Safe Neighborhood CIP	4,935,980	400,000	5,335,980	
	Gen Fund	Fund Bal	001-383010	Use Of Fund Balance	6,997,463	400,000	7,397,463	
16	**NW 133 St Project**							
	PTP	Exp	47-541828	NW 133 St Improvement (Road)	-	22,446	22,446	Carryover of a FY 22 project
	PTP	Rev	176-334951	PTT - County Tran System - Roads	520,673	22,446	543,119	
17	**Burlington Canal - PH I**							
	Strm CIP	Exp	87-5356328	Burlington Canal	1,215,307	316,000	1,531,307	Additional Burl Canal bank height requirement. Funded by deferral of Cairo Lane project
	Strm CIP	Exp	87-5386315	Cairo Lane	1,580,448	(316,000)	1,264,448	
18	**Non-Div - Account Switch**							
	Non-Div	Exp	19-519493	General Expenses	16,901	15,000	31,901	Transfer Of budget to more appropriate budget.
	Non-Div	Exp	19-572403	Special Events	15,000	(15,000)	-	

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#				Amendment Details	Budget	Adj	Revised	
							-	
19	**Movement Of Seven Positions From Streets To Beautification**						-	
	Beaut & Mnt	Exp	39-541120	Salaries - Regular	291,599	110,374	401,973	Transfer of seven positions from Roads & Streets division to Beautification & Maintenance division
	Beaut & Mnt	Exp	39-541130	Salaries - Part-Time	23,300	19,563	42,863	
	Beaut & Mnt	Exp	39-541210	FICA	25,390	9,943	35,333	
	Beaut & Mnt	Exp	39-541220	Retirement	39,529	15,476	55,005	
	Beaut & Mnt	Exp	39-541230	Life And Health Insurance	40,085	17,360	57,445	
	Streets	Exp	41-541120	Salaries - Regular	437,958	(129,937)	308,021	
	Streets	Exp	41-541210	FICA	36,101	(9,943)	26,158	
	Streets	Exp	41-541220	Retirement	55,762	(15,476)	40,286	
	Streets	Exp	41-541230	Life And Health Insurance	72,745	(17,360)	55,385	
							-	
20	**Movement Of Operating Expense From Streets To Beautification**						-	
	Beaut & Mnt	Exp	39-541341	Uniform Rental/Laundry	1,500	1,061	2,561	Transfer of operating expense from Roads & Streets division to Beautification & Maintenance division
	Beaut & Mnt	Exp	39-541431	Tipping Fees	-	37,417	37,417	
	Beaut & Mnt	Exp	39-541463	Grounds Maintenance	10,000	3,794	13,794	
	Beaut & Mnt	Exp	39-541467	Repairs - Machinery & Equipment	-	500	500	
	Beaut & Mnt	Exp	39-541493	General Expense	3,500	12,500	16,000	
	Beaut & Mnt	Exp	39-541520	Operating Expense	-	22,422	22,422	
	Beaut & Mnt	Exp	39-541521	Clothing & Uniform Expense	1,200	400	1,600	
	Streets	Exp	41-541341	Uniform Rental/Laundry	4,600	(1,061)	3,539	
	Streets	Exp	41-541431	Tipping Fees	60,000	(37,417)	22,583	
	Streets	Exp	41-541463	Grounds Maintenance	5,000	(3,794)	1,206	
	Streets	Exp	41-541467	Repairs - Machinery & Equipment	1,000	(500)	500	
	Streets	Exp	41-541493	General Expense	25,000	(12,500)	12,500	
	Streets	Exp	41-541520	Operating Expense	48,000	(22,422)	25,578	
	Streets	Exp	41-541521	Clothing & Uniform Expense	800	(400)	400	
							-	
21	**Annexation Consultant**						-	
	Non-Dept	Exp	19-519312	Other Professional Services	310,000	50,000	360,000	Annexation consultant. Installation of additional red light cameras delayed
	Non-Dept	Exp	19-512497	Red Light Camera Service (ATS)	694,760	(50,000)	644,760	
							-	
22	**Federal Grant Consultant**						-	
	Non-Dept	Exp	19-519312	Other Professional Services	360,000	24,000	384,000	Grant writing services for Federal grants
	Non-Dept	Exp	19-512497	Red Light Camera Service (ATS)	644,760	(24,000)	620,760	
							-	
23	**Miscellaneous Services - City Facilities**						-	
	Beaut & Mnt	Exp	39-541340	Other Contracted Services	115,000	40,000	155,000	Misc services - cleaning, air conditioning, pest control, fire alarm systems, other
	Non-Dept	Exp	19-512497	Red Light Camera Service (ATS)	620,760	(40,000)	580,760	

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#				Amendment Details	Budget	Adj	Revised	
							-	
24	**Additional Deductible Expense**						-	
	Risk	Exp	84-513452	General Liability - Deductible	76,460	25,000	101,460	Deductible insurance account has been mostly used up, requiring additional funding.
	Risk	Trf-In	118-384140	Trf-In From Multiple Funds	3,554,139	25,000	3,579,139	
	Storm Ops	Trf-Out	43-538442	Trf-Out To Risk Management Fund	66,958	471	67,429	
	Storm Ops	Exp	43-538120	Salaries - Regular	166,918	(471)	166,447	
	Wtr-Swr Ops	Trf-Out	61-513442	Trf-Out To Risk Management Fund	464,637	3,267	467,904	
	Wtr-Swr Ops	Exp	61-513120	Salaries - Regular	248,544	(3,267)	245,277	
	Town Cntr	Trf-Out	62-513442	Trf-Out To Risk Management Fund	125,594	886	126,480	
	Town Cntr	Exp	62-519494	Property Tax	153,000	(886)	152,114	
	Gen Fund	Trf-Out	19-513442	Trf-Out To Risk Management Fund	2,896,950	20,376	2,917,326	
	Non-Dept	Exp	19-512497	Red Light Camera Service (ATS)	580,760	(20,376)	560,384	
							-	
25	**Bucket Truck Rental**						-	
	Streets	Exp	41-541440	Rentals & Leases	10,000	15,000	25,000	Bucket truck rental
	Veh Mnt	Exp	49-541120	Salaries-Regular	176,849	(15,000)	161,849	
							-	
26	**Repair Water Line**						-	
	Water	Exp	64-533340	Other Contracted Services	25,000	15,000	40,000	Increased to restore available funds after water line repair
	Water	Exp	64-533120	Salaries - Regular	177,263	(15,000)	162,263	
							-	
27	**Overtime**						-	
	Parks & Rec	Exp	72-572140	Salaries - Overtime	10,000	10,000	20,000	Increased overtime expense funded by other compensation savings
	Police	Exp	26-521140	Salaries - Overtime	180,000	30,000	210,000	
	PW Admin	Exp	32-541140	Salaries - Overtime	300	1,000	1,300	
	Beaut & Mnt	Exp	39-541140	Salaries - Overtime	2,000	2,500	4,500	
	Streets	Exp	41-541140	Salaries - Overtime	10,000	4,000	14,000	
	Veh Mnt	Exp	49-541140	Salaries - Overtime	10,000	2,500	12,500	
	Police	Exp	26-521210	FICA	345,423	(10,000)	335,423	
	Police	Exp	26-521220	Retirement	1,298,073	(40,000)	1,258,073	
	Sewer	Exp	35-535140	Salaries - Overtime	5,000	3,000	8,000	
	Water	Exp	64-533140	Salaries - Overtime	2,000	1,000	3,000	
	Storm Ops	Exp	43-538140	Salaries - Overtime	4,000	4,000	8,000	
	Water	Exp	64-533230	Life And Health Insurance	32,824	(4,000)	28,824	
	Storm Ops	Exp	43-538220	Retirement	20,785	(2,000)	18,785	
	Storm Ops	Exp	43-538230	Life And Health Insurance	29,449	(2,000)	27,449	
							-	

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28	**Solid Waste Division Staffing**						-	
	Solid Waste	Exp	50-541120	Salaries - Regular	-	40,000	40,000	Restaffing Solid Waste Division in support of Beautification program
	Solid Waste	Exp	50-541140	Salaries - Overtime	-	500	500	
	Solid Waste	Exp	50-541210	FICA	-	3,000	3,000	
	Solid Waste	Exp	50-541220	Retirement	-	5,000	5,000	
	Solid Waste	Exp	50-541230	Life And Health Insurance	-	500	500	
	Solid Waste	Exp	50-534340	Other Contracted Services	-	2,000	2,000	
	Solid Waste	Exp	50-541341	Uniform Rental/Laundry	-	300	300	
	Solid Waste	Exp	50-534493	General Expense	-	1,000	1,000	
	Solid Waste	Exp	50-541431	Tipping Fees	-	5,000	5,000	
	Solid Waste	Exp	50-535521	Clothing & Uniform Expense	-	100	100	
	Bldg & Lic	Exp	30-524120	Salaries - Regular	406,689	(57,400)	349,289	
							-	
29	**Streetsweeper Repair**						-	
	Storm Ops	Exp	43-538467	Repairs - Machinery & Equipment	10,000	10,000	20,000	Original account mostly used up by streetsweeper repair
	Storm Ops	Exp	43-538648	Vehicle Lease	235,876	(10,000)	225,876	
							-	
30	**Sewer System Evaluation Rollover**						-	
	Sewer	Exp	35-535312	Other Professional Services	344,000	101,000	445,000	Sewer evaluation rollover from FY 22
	Wtr-Swr	Fund Bal	440-383010	Use Of Fund Balance	780,748	101,000	881,748	
							-	
31	**Roadway Assessment - Phase I**						-	
	Safe Neigh	Exp	44-541850	Roadway Assessment Program	-	100,000	100,000	Roadway Assessment Program Phase I
	Safe Neigh	Trf-In	320-381001	Trf-In From General Fund	5,335,980	100,000	5,435,980	
	Gen Fund	Exp	19-581320	Trf-Out To Safe Neighborhood CIP	5,335,980	100,000	5,435,980	
	Gen Fund	Fund Bal	001-383010	Use Of Fund Balance	7,397,463	100,000	7,497,463	
							-	
32	**Miscellaneous Small General Fund Items**						-	
	Comm	Exp	10-511482	State Of The City	5,000	3,000	8,000	Miscellaneous small General Fund adjustments
	Comm	Exp	10-511510	Office Supplies	1,000	2,000	3,000	
	Comm	Exp	10-511540	Memberships	2,000	2,000	4,000	
	City Mgr	Exp	12-512493	General Expense	2,000	3,000	5,000	
	Streets	Exp	41-541550	Small Tools & Supplies	1,000	2,000	3,000	
	Veh Mnt	Exp	49-541640	Machinery & Equipment	3,000	2,000	5,000	
	HR	Exp	13-513225	Retirement Penalty	2,300	4,000	6,300	
	PW Admin	Exp	32-541340	Other Contracted Services	-	4,000	4,000	
	Parks & Rec	Exp	72-572540	Memberships	1,000	1,500	2,500	
	Parks & Rec	Exp	72-572510	Office Supplies	1,800	1,000	2,800	
	Parks & Rec	Exp	72-572340	Other Contracted Services	6,000	3,000	9,000	
	Bldg & Lic	Exp	30-524110	Salaries - Executive	158,499	(27,500)	130,999	

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							-	
32	**Miscellaneous Requirements - Code Enforcement**						-	
	Code	Exp	23-521510	Office Supplies	1,500	300	1,800	Miscellaneous small Code Enforcement adjustments, including upgrading furniture for increased staff
	Code	Exp	23-521521	Clothing & Uniform Expense	3,500	500	4,000	
	Code	Exp	23-521642	Office Furniture & Equipment	-	6,300	6,300	
	Non-Div	Exp	19-512497	Red Light Camera Service (ATS)	560,384	(7,100)	553,284	
							-	
33	**Miscellaneous Requirements - Risk Management Fund**						-	
	Risk	Exp	84-513493	General Expense	-	500	500	Small Risk Management adjustment to accommodate minor charges
	Risk	Exp	84-513452	General Liability - Deductible	101,460	(500)	100,960	
							-	
34	**Restoration Of Special Events Budget For New Commissioners**						-	
	Comm	Exp	10-572403	Special Events	50,000	7,000	57,000	Restoration of budget for amounts used by departing Commissioners
	Non-Div	Exp	19-512497	Red Light Camera Service (ATS)	553,284	(7,000)	546,284	
							-	
35	**Building Improvements**						-	
	Beaut & Mnt	Exp	39-541620	Building Improvements	161,000	75,000	236,000	Electric Gate at PW HQ, Signage. AC Maintenance
	Beaut & Mnt	Exp	39-541640	Machinery & Equipment	50,000	(10,000)	40,000	
	Bldg & Lic	Exp	30-524120	Salaries - Regular	349,289	(65,000)	284,289	
							-	
36	**Municipal Complex Security Services**						-	
	Town Cntr	Exp	62-519340	Other Contracted Services	195,000	60,000	255,000	Deferral of replacement of Municipal Complex external security services with City part-time staff
	Town Cntr	Trf-In	490-381001	Trf-In From General Fund	420,412	60,000	480,412	
	Non-Dept	Trf-Out	19-581926	Trf-Out To Town Center	420,412	60,000	480,412	
	Police	Exp	26-521120	Salaries - Regular	3,981,230	(60,000)	3,921,230	
							-	
37	**IT Movement From Software To Hardware**						-	
	IT	Exp	85-512646	IT Equipment	177,320	450,000	627,320	Software funding available from ERP deferral to be used to update aging IT infrastructure and outfit new Commission Chambers and Police Station
	IT	Exp	85-512528	Software Licensing	1,013,026	(450,000)	563,026	