

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Wednesday, May 24, 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
May 24, 2023
7:00 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Special Presentation by Mayor John H. Taylor, Jr. to the Opa-locka Police Department Reserve Officers in honor of National Police Week

Special Presentation by Commissioner Joseph L. Kelley to Dr. Cynthia Clay, Principal, Dr. Robert B. Ingram Elementary School

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

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes - April 26, 2023

Workshop Meeting Minutes - May 10, 2023

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

10. PUBLIC PRESENTATIONS:

11. CITIZENS' FORUM:

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

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

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK CITY OF MIAMI CONTRACT IFB 1115382 WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING, AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC. TO MILL AND RESURFACE 2.4 LANE-MILES OF CITY ROADWAYS, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FORTY-TWO THOUSAND, EIGHT HUNDRED THIRTY-FOUR DOLLARS AND SEVENTY-TWO CENTS (\$342,834.72); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REJECTING ALL BIDS RECEIVED IN CONNECTION WITH RFP NO. 23-0307200 AND FURTHER AUTHORIZING AND APPROVING RE-ADVERTISEMENT AND RE-ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR SESAME STREET CULVERT REPLACEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING RESOLUTION #23-036 TO EXCLUDE THE CITY MANAGER AND THE CITY COMMISSION FROM THE PROHIBITION OF USE OF PERSONAL FUNDS FOR CITY BUSINESS RELATED MATTERS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING GRANT FUNDING FROM MIAMI-DADE COUNTY NEAT STREETS PROGRAM, IN THE AMOUNT OF ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS; FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE CITY OF BOCA RATON CONTRACT 2021-022 FOR LANDSCAPE MATERIAL SERVICES AND ACCEPT THE PROPOSAL OF GARDENING ANGEL NURSERY INC. FOR TREE INSTALLATION SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO SOLICIT THROUGH A REQUEST FOR QUALIFICATIONS (RFQ) ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES; TO ESTABLISH A RENEWED LIBRARY OF QUALIFIED CONSULTANTS FOR FUTURE PROJECTS ON AN AS NEEDED BASIS FOR AN INITIAL TERM OF THREE (3) YEARS, WITH ONE (1) THREE YEAR RENEWAL OPTION; 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, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK SOURCEWELL COOPERATIVE PROGRAM AGREEMENT #081419-SHI WITH SHI INTERNATIONAL CORP. FOR THE PROVISION OF VARIOUS HARDWARE AND SOFTWARE PRODUCTS AND EQUIPMENT, IN AN AMOUNT NOT TO EXCEED SIX HUNDRED NINETY THOUSAND DOLLARS (\$690,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO RE-ESTABLISH THE ARABIAN NIGHTS FESTIVAL IN 2024, ESTABLISH A BUDGET AND SEEK ADDITIONAL GRANT FUNDING TO SUPPLEMENT THE EVENTS BUDGET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR QUALIFICATIONS FOR LEGISLATIVE LOBBYING SERVICES; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO CONDUCT AN EVALUATION OF ALL CITY OWNED FACILITIES FOR COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND TO IMPLEMENT A PLAN TO BRING ANY DEFICIENCIES INTO COMPLIANCE WITHIN NINETY (90) DAYS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING A PUBLIC RECORDS, RECORD RETENTION AND DISPOSITION POLICY FOR THE CITY OF OPA-LOCKA, FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING AN EFFECTIVE DATE. *Sponsored by City Clerk***

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 AMENDING CHAPTER 14 , OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "NUISANCES" CREATING NEW SECTION 14-13 AND SUBSEQUENT NUMERICAL SECTIONS TO BE ENTITLED "REGISTRATION OF FORECLOSURE MORTGAGED PROPERTIES"; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY; PROVIDING FOR REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN THE CITY; PROVIDING FOR PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Williams***

B. SECOND 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 (first reading / public hearing held on April 26, 2023) *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 (first reading / public hearing held on April 26, 2023). *Sponsored by Commissioner Bass***
3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RENAMING BUTTERFLY GARDEN TO "COMMISSIONER ROSE TYDUS' PRAYER GARDEN"; PROVIDING FOR A REPEALER, SEVERABILITY AND EFFECTIVE DATE (first reading / public hearing held on May 10, 2023). *Sponsored by Commissioner Bass and Co-sponsored by Mayor Taylor***

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DESIGNATING NW 22ND PLACE FROM SUPERIOR STREET TO NW 139TH STREET AS VICE MAYOR DOROTHY JOHNSON PLACE; PROVIDING FOR A REPEALER, SEVERABILITY AND EFFECTIVE DATE (first reading / public hearing held on May 10, 2023).** *Sponsored by Commissioner Kelley and Co-sponsored by Mayor Taylor, Vice Mayor Ervin, Commissioner Dr. Bass and Commissioner Williams*

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

- 2 at-large appointments

Teen & Young Adult Advisory Board

- 1 individual appointment (Mayor Taylor)
- 1 individual appointment (Commissioner Bass)
- 1 individual appointment (Commissioner Kelley)

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. City of Opa-locka Mayor & Commission invite you to BINGO & Chill in celebration of the City of Opa-locka's 97th Anniversary on **Friday, May 19, 2023** at 6:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, FL.
2. City of Opa-locka Mayor & Commission invite you a Pool Party in celebration of the City of Opa-locka's 97th Anniversary, **Saturday, May 20, 2023** at 11:00 AM - 4:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL.
3. 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 Anniversary, **Saturday, May 20, 2023** from 6:00 PM - 11:00 PM, Sherbondy Park Field, 215 Perviz Avenue, Opa-locka, FL.
4. City of Opa-locka Mayor & Commission invite you to Gospel in the Park in celebration of the City of Opa-locka's 97th Anniversary on **Sunday, May 21, 2023** at 4:00 p.m., Sherbondy Park, 215 Perviz Avenue, Opa-locka, FL.
5. City of Opa-locka Mayor & Commission invite you to a Haitian Heritage Month Celebration hosted by Commissioner Joseph L. Kelley on **Wednesday, May 24, 2023** at 6:00 p.m., Opa-locka Municipal Complex, 780 Fisherman Street, 3rd Floor, Opa-locka, FL.
6. City of Opa-locka Historic Environmental Preservation Board Meeting on **Thursday, May 25, 2023** at 7:00 p.m., City of Opa-locka Municipal Complex, 780 Fisherman Street, 3rd Floor, Opa-locka, FL.
7. Opa-locka Planning & Zoning Appeals Board Meeting, **Tuesday, June 6, 2023** at 7:00 p.m., City of Opa-locka Municipal Complex, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.
8. City of Opa-locka Mayor & Commission invite you to Commissioner Joseph L. Kelley's Meet Me Monday, **June 12, 2023** at 6:00 PM, Helen Miller Center, 2331 NW 143 Street, Opa-locka, FL.
9. 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
REGULAR COMMISSION MEETING
April 26, 2023
7:00 P.M.

1. CALL TO ORDER:

Mayor Taylor called the meeting to order at 7:03 p.m. on Wednesday, April 26, 2023 at the City Commission Chamber, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

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

3. INVOCATION:

The Invocation was led by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

There were none.

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

Commissioner Kelley requested to have Agenda Item 13-1, 13-2, 13-4 and 13-9 pulled from the Consent Agenda for discussion.

City Attorney Norris-Weeks informed the Commission that the contract that she had approved as legal counsel for the City is the document that the Commission would be approving in Agenda Item 13-3, but she said that she just found out that the entity may have a problem with one provision of the contract.

Mayor Taylor asked if the item needed to be pulled to have the Commission give her the leeway to negotiate the contract.

City Attorney Norris-Weeks stated that they could do that but she said that the Commission cannot legally do anything about the provision that is being contested, because the City cannot legally indemnify a private entity.

Mayor Taylor requested to pull Agenda Item 13-3.

It was moved by Commissioner Kelley, seconded by Commissioner Williams, to approve the Consent Agenda.

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

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

7. APPROVAL OF AGENDA:

It was moved by Commissioner Bass, seconded by Commissioner Kelley, to approve the Agenda.

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

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

8. APPROVAL OF MINUTES:

Workshop - April 19, 2023

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to approve the minutes from the Workshop on April 19, 2023.

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

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

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

There were none.

10. PUBLIC PRESENTATIONS:

Lourdes Solera
MC Harry & Associates
Ref: Historic City Hall Restoration Project Completion

Ms. Lourdes Solera from MC Harry & Associates delivered a presentation to the City Commission on the Historic City Hall restoration project.

Commissioner Williams thanked Ms. Solera for being there and stated that this project has been on the forefront of all their top priority lists. The Commissioner then said that she thinks she is a little confused and asked the City Manager to clarify what the difference was between her company and the item that was on the Agenda.

Ms. Solera stated that she was the architect that designs it and tells them what to do. She added that she also represents the City, adding that the contractor will put it up as she protects the City's interests to make sure it gets what it wants for the price that the City wants to get it for and that it is built to what the drawings called for. Ms. Solera further clarified that her relationship legally is with the City and the City has a relationship with the contractor, and she does not have a legal relationship with the contractor.

Commissioner Williams stated that it made sense and thanked Ms. Solera. The Commissioner noted that Ms. Solera mentioned the dome in 2015 and she said that she knew the dome was connected to the company on the agenda, adding that she believed Ms. Solera said it was never completed.

Ms. Solera explained that the contractor that she believes is in the Agenda Item, closed the hole at the top of the tower because the piece that sits at the top which is currently sitting in the courtyard, had been previously removed.

Commissioner Williams noted that there were no page numbers on the printed presentation, but said that she wanted to go back to ask about what looked like stucco around the dome.

Ms. Solera explained that the dome that Commissioner Williams was referring to was the one on the left if you are facing City Hall from Fisherman Street. She said that the domes were missing in the 1960s and were brought back in the early 80s with a wood dome built right on top of the roofing membrane. Ms. Solera stated that they have to waterproof them, but said that because there is a roofing membrane and the dome slips on top, there are almost 2 levels of water protection.

Commissioner Williams asked if this was related to the removal of water.

Ms. Solera stated that the vertical piece in the picture above the dome is the bottom half of the tower as it goes up.

Mayor Taylor shared that Commissioner Bass said that the only thing she wants is to see the building done and he said that he is in total agreement. The Mayor thanked Ms. Solera for her patience over the 10 long years, and expressed his hope that by the end of the year it will be fully restored to its beauty and glory. He concluded by further thanking Ms. Solera for her hard work and dedication.

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

City Clerk Joanna Flores announced the protocol for public participation at City Commission meetings and informed the Commission that former Commissioner Chris Davis had registered to address the Commission virtually

Mayor Taylor opened the Citizens' Forum.

Ms. Toroni Mitchell who resides at 14225 NW 22nd Place addressed the Commission virtually and stated that she wanted to bring back some information that she previously came before the Commission with including the funds that were put aside for community events which she said she believed was about \$50,000 and she hadn't heard anything else about the money, asking what happened to those funds. Ms. Mitchell also asked about the Explorers again because a young man told him he thought the City was going to bring it back, which she told him she also thought that. She reminded the Commission that the kids are the future, adding that there are kids in the neighborhoods who want to do things but she said there is nothing available for the children in the City. Ms. Mitchell then said that all of the parks need to open with more events besides football and cheer year round. Noting that the advertising for Mayor and Commission events was on the Agenda, she recalled that it was brought forth and passed previously, but she said that everybody is still doing their own flyers, adding that she believes that if the flyer is going to say Mayor and Commission, that everybody needs to show up, and not show up because it is not their event or because they might be mad with one, because she said they all need to

come together. Ms. Mitchell also said that they need information for assistance with painting Senior homes, recalling that it had been brought up on several occasions. She said that it has been brought up that money is available to assist with painting and ramps, but she does not get phone calls back or the person doesn't answer the phone. Ms. Mitchell stressed that they need to try to help the Citizens because they are not all financially stable, stating that if they need to go for some funds, then that's what they need to do. She also urged the Commission to do better than they did last year for Juneteenth and said that they should start advertising now. Ms. Mitchell concluded by asking for information on the public relations firm because she noted that the Commission was saying that they have one but they are still using social media and they need to physically get information out to the Community.

Mr. Felton Brown who resides at 1151 Jann Avenue shared that when he was a kid, Historic City Hall was one of the places that he really enjoyed running around and visiting the Mayors and Commissioners. Mr. Brown said that going to different engagements there was almost like being a part of Aladdin. Pointing out that he said that he is in a whole different situation and stating that he is sure that there are some other citizens that are also disabled, Mr. Brown asked if the plan was to get the building up to the Americans with Disabilities Act code. He recalled that the elevator was really small and tight, and asked if it was part of the plan to make sure that those who are disabled in wheelchairs, can go into City Hall and move around without any hassle.

Former Commissioner Audrey Dominguez who resides at 1147 Jann Avenue shared concerns from one of the Residents who participate in the Seniors on the Move Program about water filtrating into the old white bus, sharing that her pants get wet when she sits down in the bus. She then addressed comments made during the Civil Service Workshop, recalling that it was stated that it would have been nice to have a member of the Civil Service Board at the workshop, and pointing out that she was present, while the Chair and former Commissioner John Riley had called to advise that he was late because of a family emergency, while the other Board Member was out sick, adding that the Commissioner who made the statement would have known if they had arrived on time. She also took issue with the statement that they did not see the knowledge necessary for the Board, and shared that she took offense because her knowledge and experience surpasses any degree. Reminding the Commission that it is a volunteer Board, she said that she believes it is clear that she and the other Commissioners are not interested in appointing anyone or to have the Board move forward, adding that her degree is in common sense. She concluded by stating that at the last Commission meeting, Mrs. Christina Banks was appointed to the Community Relations, Recreations & Activities Board, and said that she felt the comment and facial expression of the former Mayor was disrespectful because she said that she is a Resident and a Senior who she does not have to like but has to respect.

Ms. Latrice Franklin who resides at 815 Sharar Avenue shared that she came to her home at 14460 NW 22nd Avenue, Apartment #18 in 1971 and grew up at 13440 Aswan Road until she was at the age of 12, stating “I am Opa-locka”. Ms. Franklin said that she also recalled running around City Hall and has been a cheerleader and played softball for Opa-locka at Ingram and Segal Park, with Commissioner Kelley being one of her coaches. She lamented that she is not very happy or proud of the City that she grew up in, stating that she is constantly finding trash while walking on the sidewalks to take her son to Robert Ingram Elementary, adding that she does not believe it makes any sense. Stating that she is not sure if any of them on the Commission actually take time to walk the neighborhood to go into the parks, she said that at Sherbondy there’s no place for the children to swing because all of the swings have been removed and there’s a missing piece from the equipment. She stated that she didn’t have to face that when she grew up and their kids should not have to face it. Urging the Commission to take a little pride in the City, she acknowledged that she didn’t know what the budget says and whether they can have a million people to pick up. She suggested that they can ask the State of Florida to keep their area clean, adding that it is the worst area in the entire City day or night, adding that she believes it is probably because they don’t keep other parts of the City clean.

Mr. Alabed from Hala Fashions Property LLC located at 1890 Ali Baba Avenue and 1900 Ali Baba Avenue stated that they bought the buildings back in 2017 and have been trying to remodel them since with parking always being the problem. He said that he recently spoke with Planning & Community Development Director Gregory Gay, who told him about the mechanical parking item on the Agenda, adding that it would be greatly appreciated if it is approved. Mr. Alabed also said that they are trying to do affordable housing there, explaining that his preference would be to receive a variance, but urged the Commission to pass the mechanical parking Agenda Item. He concluded by stating that if he can leave it as is and just remodel, he can have the 2 buildings ready by the middle of next year.

Mr. Alex Van Meel who resides at 806 Jann Avenue thanked Ms. Lourdes Solera as the architect who has been patiently and diligently working on what has been for nearly 100 years, the emblem, icon and marketing attraction that was originally the Opa-locka Company Administration Building and is also known as Historic City Hall. Mr. Van Meel said that the building had also been used as a Chamber of Commerce, Archaeological Museum and Film Studio, in addition to many other functions that the building held over the course of its lifetime since it was constructed in July of 1926. He stated that the series of unfortunate events detailed by Ms. Solera, that he said he is not privy to, nevertheless led them to this historic moment to finally get it right and make sure that the emblem on the City’s seal that Residents speak so fondly of, is given back to the people of Opa-locka as a “People’s Palace” and a place of refuge to find inspiration,

attend events, and he suggested that he and his husband could possibly get married a second time there, instead of at their historic home. Mr. Van Mecl said that more than anything, he wanted to express his sincere enthusiasm for what's to come, including an accountable and transparent timeline leading up to the finish line that has long been awaited by the Residents of the Community, adding that it is going to be much appreciated. He said that it is needed for Opa-locka, because Glenn Curtiss intended for it to be the landmark of inspiration for the beautiful Community. Noting that it was not the first structure, and was not the first municipal one, which he said was ironically the Fire Station where the City was founded and chartered. Mr. Van Mecl stated that he is looking forward to having it done right for the first time in many years and for the "People's Palace" to be returned as a gift to Opa-locka, so that everybody across the region and the county can bear witness to one of the most extraordinary palaces in North America. He concluded by sharing that he has enjoyed doing a lot of research over many months since moving to Opa-locka a year and a half ago, and said that at the start of Preservation Month on May 1st, discoveropalocka.org will launch and he encouraged the Mayor and Commission to bear witness to it, expressing his hopes that they will learn something new, as he said he has, because it is everything that Opa-locka has to offer in all of its nearly 100 years, characterizing it as a fascinating education for everybody to find some inspiration.

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

Commissioner Kelley acknowledged that he understood they were trying to move the Agenda and he said he would address the other issues later, but asked the City Manager and City Staff to ensure that not only Historic City Hall is compliant with the Americans with Disabilities Act, but that the Commission Chamber would be as well, noting that it was the second time that Mr. Brown had challenges with the microphone at the podium for Citizens Forum. The Commissioner said that he was quite sure it does not cost much and he stressed that they need to take care of that.

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

- 1. [13-1] 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*

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

It was moved by Commissioner Kelley, seconded by Commissioner Williams to discuss Agenda Item 12-1.

Mayor Taylor introduced Agenda Item 12-1, informing the Commission that the State of Florida was granting permission for the City to utilize the enclosed parking lot north of the Municipal Complex for the Police Department, which he pointed out is moving to the 1st floor of the building. The Mayor said that the contract would free up parking spaces in the lot west of the Municipal Complex, for City Employees and visitors, providing an additional 11 free spaces to be used for the Municipal Complex.

Commissioner Kelley stated that he appreciated Mayor Taylor's leadership on the item, because he has been talking about parking. The Commissioner said that it was only 11 spaces, noting that he knows the area that the Mayor was talking about. He expressed concern that even if it passes, with those 11, that the city still doesn't have an area for the Police Department. The Commissioner then asked if there was anything being discussed or if it was part of the thought process to address the rest of the cars, because he said they have quite a few and he believes the Police Department needs their own enclosed area. He recalled that in talking with the Manager a while back, there was some issue about Chen Medical having all the parking across the street and whether they should, in addition to the Community Development Corporation, adding that he heard a lot of floating things but nothing concrete. The Commissioner said that he was told the City has 30 or 40 vehicles and expressed concerns that the other cars are still going to be all over the place. He also noted that the legislation does not say Police and just says parking spaces for City-owned vehicles, and asked if that was by design, adding that he wants to be very clear it's supposed to be for Police vehicles.

Mayor Taylor informed the Commission that the State of Florida only allotted the 11 spaces and would not give any more, explaining that pictures were taken and sent to demonstrate that the lot is usually only 15% full throughout the day. The Mayor then said that the conversation will continue to increase the number even more. He also explained that the City can put up signs for Police Parking on the 11 spots and the State of Florida is going to provide the key cards that will be given to the Police individually at the discretion of the Police Chief and the City Manager. The Mayor pointed out that the only other parking they have close to the Police Station is the one south of the Municipal Complex off of Ali Baba Avenue, in addition to the street parking that is parallel to the Municipal Complex and the State of Florida building, adding that what was being proposed was the quickest remedy for the moment.

Commissioner Kelley said that he appreciated Mayor Taylor's answers and he said that he is glad that the conversations would continue. The Commissioner then reiterated that he has been saying even before they got to this point, that he is concerned about the Police parking way on the west side of the Municipal Complex and have to come all the way around. He recalled that in one of his previous meetings a few months ago, the Manager mentioned issues right across the street and whether they should have all of those parking spaces, and he then proceeded to ask the Manager if that position had changed.

Interim City Manager Williams stated that the position of his Administration remains the same.

Commissioner Kelley asked Interim City Manager Williams what the position was because he said that everybody doesn't know.

Interim City Manager Williams stated that the position of his Administration is that the City of Opa-locka holds title to that parking space.

Commissioner Kelley said that normally the Manager talks real loud and is quite down there, but he confirmed that his understanding was that there's some dispute over whether the City owns it or should have access to it. The Commissioner explained that he said to the Manager and said he would say it publicly, that they need to pursue that if it is the City's or is possibly the City's because it makes sense for the Police to walk right across the street, suggesting that they could put a walkway path to go into their new building on the first floor of the Municipal Complex. He then said that he would support the Item because it's a start, but he expressed his hope that the Administration and the City Attorney's Office would look at it and come back to the Commission at their next meeting with some kind of recommendation, because he said that if the State of Florida does not allow the City to get any more and they can get 20 slots out of the parking area that they believe is theirs, he believes it is better and would be right across the street, adding that he stated for the record that it was a directive to the Manager and Attorney. Commissioner Kelley reiterated his concern that when they are ready for the Police to move in and are cutting the ribbon, that they are going to be parking way around the corner, when they should be in an enclosed area the way most cities have their Public Safety folks.

City Attorney Norris-Weeks said that she wanted to publicly state that in order to be able to look at it from a legal standpoint, they will need a diagram of the area they are talking about and the documents that support what the Manager is saying, including the deeds and any agreements that are involved.

Commissioner Kelley stated that they know he likes to put time frames on instructions and he said they have 30 days to come back to the Commission with some kind of recommendation to address the parking, on whether they can move forward or had discovered that they can't.

There being no additional discussion, the resolution was approved by a 5-0 vote.

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

- 2. [13-2] 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***

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

It was moved by Commissioner Kelley, seconded by Commissioner Williams to discuss Agenda Item 12-2.

Mayor Taylor introduced his proposed legislation by stating that conversations have been had with the County to annex the commercial and industrial area that is south of the City of Opa-locka. The Mayor explained that because the entire area is industrial, it does not have to go on the ballot during the election and will be presented before the County Commission which will make the deciding vote on whether or not Opa-locka can incorporate the area. He further explained that it will offset the tax base and said that more revenue from Businesses means less taxes from Residents, pointing out that it would help with the City's finances. The Mayor concluded that it would be easier to annex the commercial area rather than the residential area.

Commissioner Williams thanked Mayor Taylor for bringing the Item but she said that she had some concern. The Commissioner noted that the annexation of Brownsville into Hialeah is all over Channel 10, and she said that it included a feasibility study, stating that Opa-locka's last feasibility study for annexation happened in 2011, adding that she didn't know the math on that but that she believed it was over 10 years ago. She then stated that

though it was being said that it doesn't, her assertion was that the area does include a few Residents. Acknowledging that the assumption is that the City will make more profit, she said that there is no documentation that tells her they won't be under and will be over in terms of receiving profit from annexation. She said that she doesn't want them to look like what Hialeah is going through, in terms of not getting the word out and not understanding that this will be something that will generate profit. Stating that they can't go back to a study from 2011 that will show that it would generate profit, the Commissioner said that it is subjective information, which she said is her concern about the proposed Item.

Mayor Taylor explained that the City already services the area they are hoping to annex with utilities and the only thing the City does not provide is Public Safety. The Mayor said he didn't understand what Commissioner Williams meant when she asked if it was going to be profitable.

Commissioner Williams shared her understanding that some of the area that Hialeah was proposing to annex was warehouses that they assumed would bring in tax, but she said that by doing some homework and making some calls, she determined that when they went back to look at it, it was top down and did not give them the profit that they needed. Adding that because she felt it was subjective that they would have a tax base, she wished there was a study that she could see that it is going to be a profitable venture, including an in-house study because she doesn't want to go to that level and then find out after the fact that the City is going to lose out.

Mayor Taylor explained that the proposed legislation was a little open-ended because he already spoke with the Manager so that he could work directly with the County on this instead of the Commission prematurely saying what is needed. The Mayor pointed out that there are parameters in place that the County requires for annexation, which is why he said the proposed legislation says for the City Manager to take all necessary steps to submit it to the County. He also pointed out that if the Commission locked it to just a feasibility study, then if there was something else needed, it would have to come back for the Commission to vote on it again. The Mayor concluded by stating that the reason a lot of other Cities were not successful is because they did not work with the County initially and did their own thing.

Commissioner Williams stated that Mayor Taylor was partly right but said that she had the feasibility study from 2011 and she said that according to the study, annexation won't work. The Commissioner then went on to say that is the reason why they need to make sure they read even through the 2011 study, even though she said it was outdated, and said that she just wanted to put that out there.

Commissioner Kelley stated that he understands the urgency of the proposed Item, adding that he had been waiting to see if anyone was going to bring up annexation. The Commissioner said that he liked going for the industrial area because it's not voters and is really the businesses which can't vote, acknowledging that it is an easier task. He also recognized that the City services a lot of that area, and despite the Mayor stating that he already had conversations with the County, the Commissioner expressed concerns because in his years of experience trying to pursue annexation, the challenge has always been taking the industrial area without the Residents, leaving the County servicing the area, with the City taking the dollars but the County still having to service the area. Commissioner Kelley said that if Mayor Taylor has had discussions on that and it is not going to be an issue, he will definitely applaud that but added that he wants to take it a little further. Because studies will be done and money will be spent, Commissioner Kelley's first question was about the fiscal impact of \$50,000, inquiring about how that number was come up with and whether it came up in the discussions with the County, adding that he believes those things can be quite expensive especially now since annexation and incorporation is a major task in some areas.

Mayor Taylor pointed out that the County is not going to do the study and thus the funding did not come up in the discussions with the County. The Mayor then asked the Manager how the \$50,000 amount was determined.

Interim City Manager asked that the Budget Administrator who worked on the proposed Item for financial impact, be allowed to explain the process.

Budget Administrator Bob Anathan stated that he tried to put a reasonable number in to get a sense of whether it was going to be viable, adding that it was just an estimate based on past experience.

Commissioner Kelley asked what was used to come up with that number, and whether it was other cities that are comparable in size that had started the process.

Budget Administrator Bob Anathan informed the Commission that he was involved with the annexation of a portion of Oakland Park a number of years ago and he said that to him, it was a good starting point for that amount of activity.

Commissioner Kelley asked if the history he had included a feasibility study.

Budget Administrator Bob Anathan stated that it did not include a feasibility study, per se.

Commissioner Kelley stated that he is for annexation and said that they would pursue it, adding that he obviously likes the idea of getting the revenue but he expressed concern

that taking the money and no people is not going to be doable for a majority of folks in the County, but he reiterated that if Mayor Taylor had those discussions, he could support the Item. The Commissioner then went on to say that what he really wants to see is to not just annex the industrial but people too, recognizing that it is a harder sale, but he stated that if they don't do something as a City, they are going to be landlocked. Commissioner Kelley recognized it as an opportunity, as he said it was in 2011, but noted that it had a lot more challenges then because of the City's financial situation. He pointed out that because of the City's small size, they can't get funding like a lot of other places for things like public housing, and have to go through the County or the State, with the City getting what's left. The Commissioner said that he wants to see the City incorporate some people to get it over 50,000, which is why he said that he kind of likes the fourth whereas that says to identify other unincorporated portions of Miami-Dade County that borders the City of Opa-locka for potential future annexation, adding that he would like to include it now. He then asked if there was any idea about the areas, if it was open or predicated on any previous possible annexation layouts.

Mayor Taylor recalled that when he first got elected, he went to a workshop with the City of North Miami, where he said that it was shared that they were under the impression that Opa-locka wanted to incorporate the West View area south of 135th Street that borders 17th Avenue, and he asked if that was the area that Commissioner Kelley was referring to.

Commissioner Kelley stated that he was really suggesting to get over the 50,000 Resident mark.

Mayor Taylor shared his understanding that it was to get designated as an Entitlement City.

Commissioner Kelley said that they need to look at that before everybody cherry picks pieces, and asks if it was part of the thinking, adding that if it is, he can support the Item because he thinks they need to look at other portions.

Mayor Taylor said that if the City goes to 72nd Street straight down 17th Avenue around North Shore Hospital, it will be an Entitlement City, sharing his understanding that it was what Commissioner Kelley had originally looked at a couple of years ago. The Mayor said that at the time, it was a little over the Entitlement City threshold, but he said that he was sure with the influx of people that have moved into Miami-Dade County, it is going to be even greater.

Commissioner Kelley reiterated that if they're going to go for annexation, he believes they need to not only look at the industrial because he believes the County folks are not going to give Opa-locka the money without people, because the City would get the

revenue while the folks in the college area will still have to be serviced. The Commissioner once again stated that if Mayor Taylor said he had conversations with them, he will support the item, but that he wants to make sure that the last whereas allows them to look at going further, asking for that assurance. He also stated that he thinks \$50,000 is not going to be enough for something like this because it's going to take people to do work that he is sure City Staff is not going to be able to do and is going to require people in that arena. Noting that the fiscal impact indicated that it is coming out of the general fund, Commissioner Kelley said that was the big pot with a lot more availability. Commissioner Kelley concluded by stating that if they were going to pursue it, he would encourage his colleagues to put a few more dollars in.

Mayor Taylor asked City Attorney Norris-Weeks what language would need to be added to include the Residential portion that Commissioner Kelley wants.

City Attorney Norris-Weeks clarified that it's already included and she said that Commissioner Kelley was just saying that he wanted Mayor Taylor's intent.

Mayor Taylor indicated that he understood.

Commissioner Bass asked who had completed the study that Commissioner Williams cited as stating that annexation would not work and she also asked if anybody knew the number of Residents in the area that would take Opa-locka to 50,000, pointing out that the City is roughly at 16,000 and would be looking at about 30,000.

Mayor Taylor said that it would be included in the study that Commissioner Kelley requested, for the Residential area.

Commissioner Bass shared her understanding that they don't know, but are still going to be voting on it.

Mayor Taylor stated that if Commissioner Williams is comfortable with adding the language to ensure that a study is done, he does not mind, but he said that they still have to vote to move forward with annexation.

Commissioner Williams stated that they need to see how far it will go in order to be an Entitlement City and have 50,000 plus one. The Commissioner said that she agrees that it would give the City more revenue, but she said that she believes annexing only commercial property without the 50,000 is a little sticky for her. She suggested that they could push up the future annexation with Commission approval within the study. The Commissioner then went on to state that she's not doing Mr. Anathan's job, but said that it's going to be more than \$50,000 because she said it will take a heavy load that will take more than the Manager's Office. She said that it is going to be a big price to bring in the

contracting firm. The Commissioner said she would like to know that price before they go to the County, adding that she is not not supporting it, but stating that it should be their next step in annexing the City.

Mayor Taylor pointed out that because it is over the threshold, it will have to come back before the Commission, and then noted that there were a lot of amendments on the floor.

City Attorney Norris-Weeks noted that the legislation refers to Exhibits A and B and is not including Residential areas. The City Attorney then said that if there was an Exhibit C that includes boundaries that would include more than just industrial areas and include Residential areas, as she said at least 2 Commissioners seem to be saying, she said that the Manager or his Staff would need to explain it. She also confirmed that Mayor Taylor was right that a procurement process would have to come back before the Commission.

Mayor Taylor pointed out that both the City Attorney and Commissioner Kelley had noted that the legislation already allows for other areas.

City Attorney Norris-Weeks stated that it doesn't and then said that while Commissioner Kelley can speak for himself very well, her understanding was that he's not trying to stop this legislation but wants to make sure that they keep exploring. The City Attorney then shared her understanding that Commissioner Williams would be supportive if it included what would get the City to become an Entitlement City.

Mayor Taylor indicated being willing to change the language.

City Attorney Norris-Weeks stated that another Exhibit was needed.

Mayor Taylor suggested that they could change the language to include Exhibit A and B, to include Exhibit C for Entitlement City designation, so that it is open and the Manager can do the study that Commissioner Williams was requiring, noting that it would allow the Manager to bring it back for final approval and can inform the Commission what impact going up to specific streets would have on increasing the city's population beyond the 50,000 threshold.

City Attorney Norris-Weeks stated that the better way to do it would be to wait until the next Commission Meeting to have a clean legislation when the Interim City Manager brings back Exhibit C so that the Commission can see what it looks like. The City Attorney also offered as a better way, the option of going forward with the legislation, knowing that in the future the Manager is going to be taking the application with the Residential areas included. She then said that she would not recommend that the Commission pass it during that meeting with her crafting something when they don't even know what Exhibit C will look like. The City Attorney concluded by stating that

the Commission should consider the option of passing it during that meeting as it is, knowing that the Interim City Manager is going to be working on it, acknowledging that it has the language in it that Commissioner Kelley described, and then she said that they can keep doing the other things and figure out what Exhibit C would be.

Commissioner Kelley acknowledged that he knew things have changed, but he stated that personally based on his history, he thinks they ought to put it all in one and submit it, unless there is a time constraint because otherwise it looks to him like it'll be 2 separate applications. The Commissioner then said he knows it is time sensitive because it's a moving target with what's going on all over the County, and suggested that they come up with Exhibit C, adding that Mayor Taylor mentioned 95th Street, but suggesting that he was thinking 54th Street because he wants to make sure that they are over the 50,000 Residents. He recalled that Mayor Taylor had pointed out that a lot of people have moved into that area, and said that they may not even need to go that far, and then suggested that the Mayor defer the Item to the next meeting to allow the Manager to come back with the people, including whatever street gets the City over 50,000 Residents as Exhibit C. Commissioner Kelley concluded by stating that he knows Mayor Taylor had the meetings and that there are time frames, but he said that he thinks there is no sense in trying to do 2 annexation proposals.

Mayor Taylor said that it looked like it was the will of the Commission and proceeded to explain his sentiment by stating that it would be easier for the City to do 2 separate applications, because if they do one, then everything has to go on the ballot. The Mayor said that if they do 2 separate applications, one will go before the County Commission and the other one will go on the ballot, pointing out that if they lose one, they still have the other. He further explained that he was pushing the industrial area because it can be sponsored by the County Commissioner over the area, who can help pass it and then submit an additional application which will go on the 2024 ballot. The Mayor pointed out that if they push it all at one time, and the Residents vote it down, they would lose everything.

Commissioner Kelley said that he deferred to Mayor Taylor because he had the meetings, reiterating that he can support it because he sees the language about identifying other areas. The Commissioner then said that he has no problem if the Mayor wants to break it up to do 2 separate applications, but he said that they need to do that as they look forward to the City's future. He concluded by reiterating his statement about allocating more dollars in the line item.

Commissioner Williams stated that it was a conundrum because she sees both sides, sharing her understanding that the business district is not going to vote and that the voters would be the people that live in the section that will be included in Exhibit C. The

Commissioner then asked the City Attorney and City Manager if separating Exhibit A and B from Exhibit C would require 2 separate studies that the City would have to pay for to know the costs and losses.

City Attorney Norris Weeks stated that she didn't know.

Interim City Manager Williams stated that he believed it may require 2 separate feasibility studies, but they don't have a definitive answer.

Commissioner Williams stated that is her only thing. The Commissioner said that if they're going to vote it up, they're going to vote it up whether it's Exhibit A through C or Exhibit C. She said it is a conundrum because she sees both sides, but doesn't want to spend that type of money that it could potentially cost and nothing comes out of it. The Commissioner acknowledged that something could come out of it, which would be Exhibit A and B, but she expressed her opinion that it won't give the City what it needs, which is the designation that is going to give Opa-locka State and Federal dollars with the 50,000 Resident population. She then wondered if receiving additional tax revenue from the warehouse district would completely boost the City's pot with another million dollars in a year, but said that they don't know until the study comes out. Commissioner Williams said that she doesn't want to lose the additional State and Federal dollars in Exhibit C, and said that she would like to see it come together, suggesting that it be deferred and milked together a little bit more, but stating that it is Mayor Taylor's legislation.

Mayor Taylor stated that if they go the route that Commissioner Williams suggested and milk it together as she said, the City will have to submit the entire thing to go on the ballot for the voters. The Mayor reiterated that if they keep it separate, then the County Commission can vote to give the City the industrial area and the voters can vote to give Opa-locka their area. He explained that in order to incorporate a residential area, the Residents have to agree to it, but in order to incorporate an industrial area, the County Commission has to agree to it. Mayor Taylor added that if they do it all together, then the voters will decide whether Opa-locka gets the industrial and commercial areas.

Commissioner Williams recognized that it is a gamble and she said that she does understand. The Commissioner offered assurances that she is okay with going the way that Mayor Taylor wants, acknowledging that it is his legislation. The Commissioner then went on to express her concerns that the \$50,000 which she said is probably going to be about \$100,000 for the study for Exhibits A and B, could end up in them finding out that the City is not going to get the profit that they thought and then spend another \$100,000 for Exhibit C and then the voters turn it down. She concluded by then stating that she is definitely in support of it, but she just wants to see the different layers that it could go through.

Commissioner Kelley proposed an amendment to make it \$60,000 instead of \$50,000 based on his experience seeing how it works, adding that he doesn't want to see the Manager having to come back to the Commission because the County needs something and they have to move fast. The Commissioner then said that Manager Williams could tell them if they can afford the additional \$10,000.

Interim City Manager Williams stated that the City can afford it.

Mayor Taylor accepted Commissioner Williams' friendly amendment and asked to ensure that a study is done to include the residential area to get to the 50,000 Residents with 3 Exhibits to be brought back to the Commission for final approval.

Commissioner Kelley stated that his amendment was for the resolution including just for Exhibits A and B for now. The Commissioner then said that he wasn't talking about Exhibit C because they are going to have to weigh in on exactly how far they want to go down as a Commission.

Commissioner Williams agreed with Commissioner Kelley that it was just for Exhibits A and B and that the Commission would like to weigh in on exactly how far they want to go.

Mayor Taylor stated that he was just asking for the Commission to be provided a head count so that they will know where they are going.

There being no additional discussion, the resolution passed by a 5-0 vote.

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

- 3. [13-3] 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***

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

It was moved by Vice Mayor Ervin, seconded by Commissioner Kelley to discuss Agenda Item 12-3.

Mayor Taylor introduced Agenda Item 12-3, stating that it is self-explanatory and proposes to use the \$50,000 that was allocated for the summer jobs program, to allow Career Source to run the program. The Mayor said that it was pulled because the City Attorney had some concerns with the indemnification clause in the contract.

City Attorney Norris-Weeks explained that she doesn't have concerns with the document that the Commission would be passing, but she wanted to bring to their attention that she's been made aware that the vendor may have concerns about the indemnification clause. The City Attorney said that she is concerned if they are concerned because she said that the City can't do it, asking the Commission to keep in mind that they are giving \$50,000, not performing any services. She then proceeded to read the indemnification clause that had been included in the contract. The City Attorney pointed out that it didn't even have a limit of liability and she said that the City cannot enter into an agreement where it would indemnify a private entity in any amount, further pointing out that the original contract didn't even have an amount that the City is protected by sovereign immunity for. She asserted that the City can't do that, stating that it is illegal and against the Constitution, adding that there is case law and Attorney General opinions. The City Attorney said she didn't know if it is something that other municipalities sign, but she said that she doesn't represent other municipalities. She then explained that everything was agreed to, and the only things that were changed was to include the proper name supported by what City Staff provided in their analysis, which she said was supported online, in addition to adding the name of the City Clerk because per State Statute, it is supposed to have a name of the public records custodian, plus they took out the indemnification provision. Further addressing the indemnification clause, the City Attorney said that Assistant City Attorney Lawson told her that they disagree with the indemnification clause, but she said that it is not something that the City can absorb. She offered an example which she characterized as a worst case scenario of a situation where somebody molests a child and the City has no knowledge of it, the City Attorney said that when all they are doing is giving money, they can't absorb liability for that and she said that it's not what municipalities do with private entities.

Commissioner Kelley stated that he very seldom goes against legal advice and he said that he wouldn't do it during the current meeting, adding that he would rather that it be deferred. The Commissioner said that if Mayor Taylor wanted to pass it, he stated that they all want jobs for the kids and further said that he is fully prepared to support the item that was prepared before the Commission. He then proceeded to ask what the pre-employment skills portion would look like for the young people, recalling that when he did it years ago, it was a very important piece that parents were very appreciative of to

help young people understand the importance of jobs and resumes, stating that he assumed that was what that was about. The Commissioner also asked why it started at 15 and not 14, inquiring whether it was a legal reason, adding that he knows parents and grandparents who have teenagers that are not the parks type for after school programs.

City Attorney Norris-Weeks explained that the contract was the document that was given, other than what she described, and she guessed that it is their program, adding that she did not know.

Commissioner Kelley stated that he was just wondering if it was possible to go down to 14. The Commissioner then asked to hear from the Manager's Office, pointing out that it had been referenced that they just found out earlier that day that there were challenges, asking if they would be willing to go forward if the Commission were to pass it.

Interim City Manager Williams informed the Commission that they communicated to Assistant City Manager Lawson that they would not be executing the agreement before the Commission if it passed, pointing out that it is the agreement that failed to pass last year as well. Manager Williams further explained that their concern was that it's the same agreement that they execute with Miami Gardens and other cities in the surrounding area.

City Attorney Norris-Weeks stated that she wanted to put it on the record that it is not the same agreement that they gave last year and she also said that it was a different reason why the Commission did not execute it last year, stating that it came very late in almost July and the program was pretty much over, which she said that the Commission had a concern about.

Mayor Taylor stated that it is the exact same agreement and the reason was because it was bounced back and forth from the Commission to them.

City Attorney Norris-Weeks stated that she knows what she is saying, and said that she changed the agreement and what they gave was not the same agreement. The City Attorney then said that the agreement is actually a decent agreement this time, adding that it's just that little provision.

Mayor Taylor said that the City of Opa-locka has voted on the same agreement in the past, and also noted what the Manager had pointed out, that it is also what the City of Miami Gardens has done.

City Attorney Norris-Weeks said that the Commission can go right ahead, but she said that she is just telling them what the law is, reiterating her assertion that they can't, as a City, legally indemnify a private entity.

Commissioner Williams said that she was experiencing déjà vu from last year when they could not get the summer jobs because of issues and some things that were going back and forth. The Commissioner said she just wanted to move it, stating that the indemnification clause is in so many other agreements, including for the County.

City Attorney Norris-Weeks respectfully said that she does not believe that the County would sign an agreement where they indemnified a private entity, but she invited the Commission to do what they think is best and said that all she can do is give them her legal advice.

Commissioner Williams stated that she understood and said that she is ready to vote.

Mayor Taylor noted that Commissioner Williams called the question, but pointed out that the contract before the Commission, is not the contract submitted by the vendor.

City Attorney Norris-Weeks said that what she understood from Assistant City Manager Lawson was that they didn't have a problem with anything else in the contract, and she put her advice on the record that she doesn't think it is legally sufficient. The City Attorney reiterated her understanding that the only issue that they're concerned with is the indemnification clause, reminding the Commission that she cleaned up other parts of the contract to make it legal. She then said that she had not heard anything from anybody before the meeting, and that Assistant City Manager Lawson would know better. The City Attorney concluded by stating that she is not recommending that the Commission just use their contract blindly, pointing out that it's not even on the Agenda for consideration.

Mayor Taylor stated that therein lies the problem.

City Attorney Norris-Weeks stated that they don't just blindly sign other people's contracts, which she said is why they have a legal department. The City Attorney said that they get garbage from other vendors and that everything is reviewed, then send it back to City Staff which lets them know what they have problems with, adding that oftentimes they will talk to other attorneys that they negotiate provisions with to come back to the Commission, which she said is all part of what they do as the legal department. She then proceeded to say that it didn't even have a name that is a name on it that's recognized by the Division of Corporations. The City Attorney said that the Commission doesn't even have it in front of them for consideration because they made the change a couple of weeks ago and sent it to the City Manager's Office, reiterating that that evening was the first time she heard from the City Manager's Office that there was an issue with it.

Mayor Taylor pointed out that the City Attorney had 5 agenda briefings, and said that changing the contract never came up.

City Attorney Norris-Weeks said that it was because she never knew that there was an issue with the contract.

Mayor Taylor said that if the City Attorney had changed the contract, she could have told the Commission during their agenda briefings and compared one to the other, so that they would know what she was looking at.

City Attorney Norris-Weeks said that she was not going to stop it because she can see where it is going, but she re-explained that they make changes and send it to City Staff, adding that it would take time in agenda briefings if she was to tell them all the changes she made from garbage she has gotten.

Mayor Taylor said that because the City Attorney keeps throwing out the word illegal, he said that for this one, if she had concerns, he would think that during the Agenda Briefing she would tell the Commission what she sees and what they have because she thinks it is illegal, even though other cities do it.

City Attorney Norris-Weeks re-stated that she doesn't know about the cities that do it and said that she didn't even know it was an issue, stating that it is not the kind of detail she gets into during Agenda Briefings. The City Attorney said she did not want to have this conversation with her bosses in public, once again stating that she can only give them her legal advice.

Commissioner Williams asked Assistant City Manager Lawson if there was only one issue with the contract.

Assistant City Manager Lawson said that the other entity has a problem with the indemnification paragraph being omitted, because it is not a part of their standard agreement and would like for it to be included.

Commissioner Williams asked if they were okay with everything else.

Assistant City Manager Lawson stated that they said that their agency is South Florida Workforce Investment Board doing business as Career Source South Florida.

City Attorney Norris-Weeks said that the backup she got was for Career Source from the Division of Corporations, which she said is in the Commission's material and is what she said she used to do the legislation and what's on the contract. The City Attorney then said that she was just hearing that they had a problem with that because she was told

before the meeting that the only issue was indemnification, adding that she was hearing it when the Commission was.

Mayor Taylor explained that the reason he is pushing for it is because he doesn't want to end up like last year without a summer job program. The Mayor then asked Assistant City Manager Lawson if the name on the one that they presented to the Commission at first is correct.

Assistant City Manager Lawson said that they're saying it is correct, but she said that Sunbiz reflects it the way it is in the agreement.

Mayor Taylor stated his understanding that the City Attorney had changed the name, took out the indemnification clause and added the City Clerk as the public records keeper. The Mayor suggested putting the original contract back in place and adding the City Clerk as the records keeper.

Commissioner Bass stated that she is very uncomfortable because legal is telling the Commission one thing and the documentation is saying something else. The Commissioner said that she will not support the Item because of what the City Attorney is advising, stating that she is not an attorney and is not going to put the City in the position to be sued. She said that as much as she knows that the summer jobs are needed for the children, she asserted that she would not be the one to cause the City to be sued if something goes wrong.

Vice Mayor Ervin asked if there was a way they could just hold off because she said that she has always been told to make sure they get legal sufficiency. The Vice Mayor said that they pay her for a reason and suggested that in 2 weeks it won't be too late to kick off the program.

Mayor Taylor said that the City Attorney is not going to change her position in 2 weeks.

Commissioner Williams stated that it is exactly what it was last year and the 2 sides are not going to meet. The Commissioner said that she is not saying they're right or wrong, totally agreeing with legal sufficiency. Pointing out that it is the entity in question's contract and stating that they're not going to budge, the Commissioner said that even if they bring it back, what is going to end up happening is that they are going to lose time and it will be a second year in a row that they won't employ their kids.

Vice Mayor Ervin asked if Career Source was the only company that does this.

Commissioner Williams said that she can say that they are the only ones that do it on this level. The Commissioner did say that during the pandemic, a company took troubled teens and brought them out in the community, but it wasn't what they were looking for in

terms of allowing the kids to actually make good tangible money, which she said is upwards of \$1,500 by the end of the summer, adding that there is no other entity that does that. She also shared that at her day job, they put out Career Source and all of the kids have done their super easy test, and then the Commissioner stated that she is confused why it is so difficult for the same program to come to Opa-locka, if it is in Dade County Public Schools and Miami Gardens. Commissioner Williams said that is why she is ready to just move on and vote.

Commissioner Kelley said he was just ready to vote, stating that he had made his position clear. The Commissioner expressed his hope that everyone listening understands that all of them want to see summer jobs for their young people without question, whether they vote for the Item or not. He then stated that he has been doing this for 20 years and never goes against their legal advice, adding that he has gotten in trouble, but when he goes by what their legal counsel says, he is able to keep his head up. Commissioner Kelley stated that sometimes their legal advice has been wrong, but he is going to follow the advice on this one. He said that he understood the passion, pointing out that he wasn't on the Commission last year and that his Commission colleagues have a better perspective on the other contract, but he can only go by what's before him and he said that he can't support it as is.

City Attorney Norris-Weeks said that she has suggested in the past that there be a conversation between the attorneys, as she said it always happens and doesn't know why it would be an issue. The City Attorney offered assurances that she is not trying to stop it.

Mayor Taylor recognized that most attorneys are risk-averse and thus proposed to defer the Item, asking the City Attorney to come to a conclusion within 2 weeks and bring it back to the Commission.

City Attorney Norris-Weeks said that whoever the City Manager's Office is talking to, can talk to her.

Mayor Taylor said that he was sure that the City Attorney knows the Director Mr. Rick Beasley and that the City Attorney has his personal number.

City Attorney Norris-Weeks said she doesn't have his personal number and really doesn't know him.

Mayor Taylor said that he would give it to her.

City Attorney Norris-Weeks stated that she would be happy to take it.

Mayor Taylor asked City Attorney Norris-Weeks to work it out with him and present a contract that is agreed upon so that the Commission can move forward. The Mayor said that they don't want to keep doing this and said that it is what happened last year, even though the City Attorney said that it didn't.

City Attorney Norris-Weeks said that the Commission got it last year in June.

Mayor Taylor stated that they would defer the item so that City Attorney Norris-Weeks could meet with Mr. Beasley can come up with a contract that is agreed upon that can be presented to the Commission, asking that she explain in the agenda briefings.

It was moved by Mayor Taylor, seconded by Vice Mayor Ervin to defer Agenda Item 12-3.

There being no additional discussion, the motion to defer was approved by a 5-0 vote.

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

- 4. [13-4] 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***

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

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin to discuss Agenda Item 12-4.

Commissioner Bass introduced Agenda Item 12-4 by stating that the Item was previously before the Commission but they needed some clarity. The Commissioner said that her reasoning for bringing it, as she stated before, was that the City has national events sponsored and hosted by Commissioners throughout the year and after they are no longer on the Commission, it falls apart. She explained that she wants some kind of consistency so that Residents know that every year it is going to happen and not have to worry about not having a public event to attend. The Commissioner stressed that she wants the event

to be sponsored by the City but co-hosted by the Commission and said that she would appreciate the support of her Commission colleagues.

Commissioner Kelley said that he understands the Item and he supports it, as he pointed out that he had said before. The Commissioner also stated that he doesn't have a problem with national days being hosted by the Commission, but he said that he still thinks someone needs to be out front and he doesn't see that in the legislation. He did acknowledge that they all committed to certain things on the calendar, which he suggested may suffice. The Commissioner then addressed the 5th whereas statement that states that the City Administrator would be authorized to sponsor all special events associated with the City's recognized holidays, but he said that if the Commission is going to do it as a whole, it should be sponsored and hosted by the Mayor and Commission because he said that there is a conflict between that and section 2 of the proposed resolution, and he said that he would like to make that a friendly amendment.

Commissioner Bass clarified that they all know the sponsor refers to the financial part and she said that the host will be one of the Commission Members. Recognizing what Commissioner Kelley stated, she said that the ones they chose to spearhead are already on the calendar of events, and explained that it is the reason why it's not part of it.

Commissioner Kelley said that he understands that part but pointed out that the legislation has the City Administrator to sponsor but in section 2 has the City to sponsor.

City Attorney Norris-Weeks stated that she thinks it was language that her Office may have left over from the previous resolution which she said had been revised. The City Attorney clarified that while she is not speaking for the legislation sponsor, she suggested that the intent of the sponsor was that all special events which are associated with the City and co-hosted by the Commissioners but sponsored by the City, so that it can pay for it and it wouldn't come out of the Commission budget.

There being no additional discussion, the resolution was approved by a 5-0 vote.

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

5. [13-9] 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*

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

It was moved by Commissioner Bas, seconded by Vice Mayor Ervin to discuss Agenda Item 12-5.

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 12-5.

Interim City Manager Williams introduced Agenda Item 12-5 acknowledged that there had already been a lot of discussion about it, noting that there were a lot of Residents who came forward to implore the Commission to move it forward. Manager Williams said that upon him coming on board, his Administration picked this up, pointing out that Ms. Lourdes Solera from MC Harry & Associates had stated that it was something that the City has been working on for over 10 years. He said that the City is ready, able and committed to moving it forward. Manager Williams informed the Commission that general contractors were solicited through the request for proposals process, stating that they had 8 different companies. He then said that some of them said they were not going to submit bids because of the previous history with payment. Stating that they continued on with the process with just 2 bids, with the one being proposed for approval to the Commission being the winning bid, so that they can move forward with the restoration of Historic City Hall.

Commissioner Kelley stated that they are all excited about Historic City Hall being restored, adding that he is excited about it as well, but he asked the Manager to prepare the process used for these kinds of bids, stating that he had a concern that the City has one company doing 3 major projects. The Commissioner recalled that he mentioned at his Agenda Briefing that he had some concerns about the scoring, because in some cases, the scoring for the other bidder was actually rated higher. He noted that they've done work in the City for other projects, but he said that it gives him great concern and asked for the process in writing. Commissioner Kelley said he is not going to hold it up because he acknowledged that they all want to see it go forward, but he did reiterate his request for the process in writing.

Commissioner Williams said that she definitely wants to see the Item going, but said that she noticed the proposal for another firm was cheaper. The Commissioner said that the

backup documents didn't state why the firm was chosen over the one that she said was about \$200,000 cheaper and wondered what the reason was that it was chosen.

Interim City Manager Williams informed the Commission that the 2 issues that gave pause to the Board Members who met with the companies were the extended timeline presented and that despite having stated that it had historic preservation experience, when asked to provide documentation from other companies they had worked for, the company never provided that documentation.

Commissioner Kelley noted that in looking at the evaluation forms, it was written in the notes that the other firms had experience, and he said that he asked for the process because he feels it is a hodgepodge. The Commissioner also stated that the timeline is going to be predicated on permits, which he said is difficult to control. He expressed his hope that they are finished by October, but said he is challenged by that. Despite reiterating his concerns, Commissioner Kelley concluded by urging his Commission colleagues to join him in voting to get City Hall done.

There being no additional discussion, the resolution was approved by a 5-0 vote.

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

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***

Vote taken on Consent Agenda items can be viewed under Agenda Item 6 – Approval of the Consent Agenda.

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, 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*

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

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

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

Interim City Manager Williams introduced Agenda Item 16-A-1 by stating that when he came on board he found that the City had projects in the hopper that had both tandem and mechanical parking, but he noted that the City did not have legislation that authorized him to allow those projects to move forward. Manager Williams said that he directed Community Development Director Gregory Gay to host a Workshop to get feedback from the Commission and allow the Community to weigh in and for experts to provide their opinions. He said that because they found it favorable to move this forward so long as there's no reduction on parking requirements, because there were none, the Item was being brought for Commission approval so that the projects in the hopper can recommence construction and move forward.

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

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

Commissioner Kelley stated that he loved the idea of housing, but said that he is challenged because the Land Development Amendment is not only going to be for the area of the development but is going to open it up for any development in the R2 through R4 zoning district. The Commissioner expressed concerns about what is going to occur when the door is opened up.

Interim City Manager Williams asked Community Development Director Gregory Gay to address Commissioner Kelley's question.

Community Development Director Gregory Gay explained that the R2, R3 and R4 zoning districts are areas that have a variety of housing, with most of it composed of duplexes and varies to include apartments and medium density Residential. Director Gay pointed out that it is not just germane to one area, but is spread out throughout the entire City.

Commissioner Kelley stated his concern was that upon passing the amendment, anyone coming in would probably look at tandem or mechanical parking as the solution.

Community Development Director Gregory Gay stated that it would be considered as one of the options, adding that if it was restricted because of the land mass size, it could provide other options to meet parking requirements.

Commissioner Kelley said that he is looking down the road and is seeing a nice building that is supposed to be for ownership of affordable housing, with 2 parked cars going in there and then based on the demonstration they saw, if an owner has a third car and doesn't get there in time or doesn't want to move theirs, they will be looking for where to park somewhere else, and said they could end up on the street outside. The Commissioner then asked Community Development Director Gregory Gay to confirm his understanding that the legislation will be city-wide.

Community Development Director Gregory Gay confirmed that Commissioner Kelley is correct.

Commissioner Kelley stated that his challenge is that the mechanical parking legislation is designed for just the number of cars for a development, which he said in many cases was 2, acknowledging that it could be more depending on how

many units there were. The Commissioner then expressed concerns about there being no parking for guests.

Community Development Director Gregory Gay informed the Commission that most multi-family developments take into consideration the number of units and the type of units that should be proposed, adding that there are instances where visitor parking is also allowed. Director Gay said that it's a small percentage, but it will cover that type of parking as well, adding that in some cases, it would be on-street parking.

Commissioner Kelley reiterated his concern that when they open this door, it is going to be very hard to close because they are talking city-wide.

Commissioner Williams asked Community Development Director Gregory Gay if mechanical and tandem parking will help alleviate some of the parking issues that the City has.

Community Development Director Gregory Gay stated that for the residential parking problems, he believes it will most likely alleviate some of those problems because there are 1 or 2 projects that have had a reduction in parking and are not meeting the parking needs. Director Gay said that if the legislation passed, they could possibly go back to those developers and see if they will be able to utilize this as an alternative to provide additional parking on their properties.

Commissioner Williams said that they know passed legislation and zoning allowed what they see right now, and she said that it was not a problem then, so she is not sure why it is a problem now. The Commissioner said that she wants to make sure that what they do now is going to alleviate parking, and if it is going to do that, she is all for it.

There being no additional discussion, the proposed ordinance passed its first reading by a 4-0 vote.

Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	No
Commissioner Williams	Yes
Mayor Taylor	Yes

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*

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

It was moved by Commissioner Williams, seconded by Commissioner Bass to discuss Agenda Item 16-A-2.

Mayor Taylor asked Commissioner Bass to introduce Agenda Item 16-A-2.

Commissioner Bass introduced Agenda Item 16-A-2 and stated that the current per diem for overnight travel was voted on in 2005 and she said that everybody knows that the cost of living and food has gone up tremendously. The Commissioner said she was proposing that breakfast increase from \$10 to \$20, lunch increase from \$10 to \$30 and dinner increase from \$30 to \$50. Commissioner Bass concluded by stating that she would love to have the support of her Commission colleagues.

Mayor Taylor opened the Public Hearing for Agenda Item 16-A-2.

There being no members of the public to address the Commission, Mayor Taylor closed Public Hearing for Agenda Item 16-A-2.

Vice Mayor Ervin asked for clarification on the amounts being proposed.

Mayor Taylor clarified the amounts being proposed and then said that he understands what Commissioner Bass is saying, but he said that he doesn’t spend \$20 for breakfast and that he thought it was just a tad bit much.

Vice Mayor Ervin suggested that they leave breakfast at \$10 and then she said that even \$30 is a bit much for lunch.

Mayor Taylor said that it’s really astronomical.

Commissioner Williams said that they have to stop selling themselves short as a board. The Commissioner said she heard what they were saying, but pointed out that they don’t have to use all of it and turn in their receipt. She then said that as a

Commissioner, if she wants to go to the Cheesecake Factory for lunch, she should have the option to make that decision. Commissioner Williams concluded by stating that they have to be honest that they don't get much anyway for doing what they do.

Commissioner Kelley asked if it was part of the per diem check that they get in advance when they go out of town, calculated based on wherever they are going and the number of days.

Interim City Manager Williams confirmed that Commissioner Kelley was correct.

City Clerk Flores also confirmed that Commissioner Kelley was correct.

Commissioner Kelley said that he sees both sides, stating that if it is in the budget, it's going to come out of the line item and they can always not take it. The Commissioner addressed the perception about the Commission passing something for them to eat, but he said that if they were honest, things are expensive when you travel. He then said that he can support the Item because when you travel, some places you can find a meal for \$10 but other places you can't and if you eat at a hotel for a conference, you are going to spend more than \$30, recalling when it was \$25. Commissioner Kelley concluded by stating that when they go out of town, they just need to make sure that they are bringing something back and show voters that they earned the breakfast and lunch.

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

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

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

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

It was moved by Vice Mayor Ervin, seconded by Commissioner Bass to discuss Agenda Item 16-B-1.

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

Interim City Manager Williams introduced Agenda Item 16-B-1 and stated that the Item proposed the second reading of the ordinance to amend the budget. Manager Williams said that all of the changes made to bring the budgets in line, have to be brought to the Commission for review and cannot be done from an administrative standpoint. He said that the 3rd budget amendment was being brought to the Commission for their review and approval to increase line items that may not be substantial enough and to bring down line items where there might be some overspending. The Manager also said that Budget Administrator Bob Anathan was prepared to go through the Item if the Commission has any additional questions.

There being no additional discussion, the ordinance passed by a 5-0 vote.

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

17. CITY MANAGER'S REPORT:

Interim City Manager Williams stated that he had no report.

Vice Mayor Ervin set the record straight, explaining that despite her color being pink when she ran for office, and her stating that she wanted to paint the town pink, she stated

for the record that she had absolutely nothing to do with 2 of the City's parks being painted pink.

Mayor Taylor said that it is growing on him and stands out.

Commissioner Kelley stated that he didn't want the concerns raised during Citizens Forum to be lost, pointing out that he didn't interrupt when each one was presented, because he knew that they were trying to move the meeting along. The Commissioner asked that the concerns be responded to and provided to the Commission so that they can respond to the Residents, because he said that the concerns are addressed. He then said that he asked for some information at the last meeting and he hasn't received it yet, recalling that they dealt with the process for the public relations firm getting things on the City's sites and how the issue of selecting pictures is dealt with. Commissioner Kelley stated that when he asks for information, he expects to get it because he has to answer to Residents. The Commissioner asked that if it can't be answered in a timely manner, that they let him know that there's something going on and said that if he doesn't get them, he will go one by one during their meetings and take all the time. He also said that he wasn't aware until his Agenda Briefing that the City has 2 Public Service Aides but lamenting that he didn't know what hours they were working. The Commissioner said that he was told one is doing the red light cameras and that the other one was not there, but that they have been there for 4 months. He also said that he was told that they're driving an unmarked car, but said that they should be out where people can really see and asked for clarity on that. The Commissioner then asked for an update on the car wash property development on the 22nd Avenue Service Road, which he identified as the old Thompson property, recalling that the Commission approved it a few months ago. He then also requested a copy of the Special Master proceedings, because he said that he has had some Residents reach out but because they feel that things are not like they should be. Commissioner Kelley said that he knew Vice Mayor Ervin went one time, but because he does not go to those meetings, he would like to see it for himself before he comments.

Vice Mayor Ervin said that she didn't know if her colleagues looked at the applications for rental and mortgage assistance, but she said that they're hilarious. The Vice Mayor recalled having spoken with the Opa-locka Community Redevelopment Agency Interim Director Corion DeLaine about making adjustments by April 20th, but she pointed out that it was April 26th and he hasn't heard anything. She asked if the City can assist the Community Redevelopment Agency in getting the applications corrected to make sense to people that are trying to fill them out, because she said that Ms. Alexander visits her every day because she needs the mortgage assistance.

Interim City Manager Williams stated that his Administration met with Opa-locka Community Redevelopment Agency Interim Director Corion DeLaine regarding the changes proposed by Vice Mayor Ervin and simplifying the application. Manager Williams committed to circling back to see that it is moving forward and said he would follow-up with the Vice Mayor to give her a new due date when she can expect to have that completed.

Vice Mayor Ervin noted that Commissioner Dominguez said that the white bus is leaking, and she said that it was the newest bus for the Seniors Program, asking if there was an extended warranty because it is not that old.

Interim City Manager Williams stated that it is the only bus for the Seniors Program which he said was a used purchase. Manager Williams then said that he already directed Parks & Recreation Department Director Zonya Ray to review the item and provide a follow-up. The Manager then proceeded to respond to the rest of the Citizens Forum items as Commissioner Kelley requested, first addressing Ms. Toroni Mitchell's question about the Police Explorers Program and explaining that it is not funded by the City of Opa-locka, but is funded by the Boys & Girls Club and Boy Scouts Program. He offered assurances that Police Chief Israel is in direct communication with them to secure the funding and get the program up and running expeditiously. He then addressed Mr. Felton Brown's concerns regarding Americans with Disabilities Act accommodations, stating that Historic City Hall is being rehabilitated with as much compliance as possible, but he said that the structure on the third floor will not allow Americans with Disabilities Act access without completely destroying the floor, but offering assurances that accommodations were being made for the first and second floors. Manager Williams then address the concerns expressed by Ms. Latrice Franklin about the park grounds, stating that he already had a conversation with Mr. King Leonard and Parks & Recreation Department Director Zonya Ray about making sure that they are always clean. The Manager then responded to Commissioner Kelley regarding the process for photography services, informing the Commission that several months were spent trying to find a photographer that would work with the City while it is under financial oversight, but he said that all of the photographers that they met with, wanted to get paid immediately. He said that the photographer was referred to the City by 2 different sources who she had communicated to about her willingness to go through the state oversight payment process and receive payment within 30 days. Manager Williams committed to reviewing the car wash as requested by Commissioner Kelley and said that any videos that are online could be provided to Commissioner Kelley based on the requested dates for Special Magistrate Meetings. He then asked Assistant City Manager Lawson to address Commissioner Kelley's question about the Public Service Aides.

Assistant City Manager Lawson stated that the City has 2 budgeted positions for Public Service Aides, with one being vacant. Ms. Lawson added that the hours are Monday through Friday from 8 am to 5 pm.

Commissioner Kelley said he would follow up with a meeting with the Manager and thanked them for the responses. The Commissioner also said he would speak with him about the camera process because his question was how they are contacted and notified, as well as how the City knows when the pictures are coming, asking for it in black and white and stating that he would follow-up.

Mayor Taylor said that all his concerns were answered, but he asked for an update on the scholarship program, pointing out that the program was supposed to be created in 30 days and he stated that it had been over 30 days and that people are starting to graduate and call asking how they can apply for the scholarship.

Interim City Manager Williams stated that the scholarship program is almost completed, informing the Commission that some edits needed to be made to the form, but not the policies and procedures. Manager Williams committed to having it by the next Commission Meeting.

18. OFFICIAL BOARD REPORTS:

Community Relations, Recreations & Activities Board Chair Brian Dennis invited the Commission to attend their meetings and participate. Chair Dennis said that the Board had a discussion about the Agenda Item for the \$500,000 and he said that they decided they wanted to bring it up and have the money spread out. He thanked Interim City Manager Williams for coming to their meeting. Recalling that the Manager said there was a \$50,000 line item for Arabian Nights Festival, Chair Dennis said that they want to hurry up to finalize a date so that the Commission could get the credit they deserve for bringing it back. He also informed the Commission that they have different park events and programs for the Seniors that are coming up. Chair Dennis concluded by also thanking Vice Mayor Ervin for attending their meeting.

Commissioner Williams pointed out that the last Community Relations, Recreations & Activities Board Meeting wasn't on Zoom and asked if it was noticed.

Interim City Manager Williams said that it was his understanding that it was an issue with the Information Technology Department, and he committed to look into it, adding that they would review the records and get them up on the City's website.

Commissioner Williams stated that 2 young adults told her that the application for the Youth & Young Adults Advisory Board is not online.

City Clerk Flores stated that the application was posted earlier that day and it is now available.

19. MAYOR/COMMISSION REPORTS:

Commissioner Kelley invited everyone to the Community Cleanup on Saturday from 9 am to 1 pm. The Commissioner said that he wants to get Ingram Park open by June 1st, pointing out that he has been talking about it since he came back. He then thanked the Interim City Manager Williams, Assistant City Manager Lawson and Mr. King Leonard for all of their help getting to this point. The Commissioner also reported that they're working to get the trailer there for City Staff. Commissioner Kelley then reported on the Feeding South Florida event the previous Friday, thanking his co-hosts and the Community, reminding everyone that the food distributions are on the east side of town on the third Friday of the month and at the Serbondy Pavillion on the first Wednesday of the month. The Commissioner then shared that he had reached out to the Elderly

Planning Division, recalling that a couple of Residents had mentioned it at the last Commission Meeting, and he said that he would be doing a follow-up on that. He then mentioned that when the analysis was done for the current provider for swimming lessons, if there were no more available slots, he asked for the Interim City Manager to let him know. Commissioner Kelley shared that it really hit him on another level when he looked at the pictures of the 2 young men that just recently drowned, and he said that he wants to make sure that every child, teenager and even adults have the opportunity to learn how to swim during the summer at the City's pool.

Vice Mayor Ervin stated that she remembered when the program came about, and said that she didn't think they had to be in the camp and that the City gets 100 free kids.

Commissioner Kelley committed to paying for any kids if the City goes over.

Vice Mayor Ervin stated that she will miss the cleanup because she will be out of town. The Vice Mayor gave kudos to the Canine Officer Riveron for saving one of the City's houses by putting out a pretty big fire. The Vice Mayor also shared that she had the pleasure of going with the Seniors to a cake decorating class, which she said was a nice event. She then thanked the Manager's Office, Police Department, Parks & Recreation Department and whoever had anything to do with the homecoming services of the City's own former Vice Mayor Dottie Johnson. Vice Mayor Ervin said that everything was beautiful, noting that it was a sad occasion, but she said that everything turned out well. She shared one complaint about the frame that was used for the Resolution of Sympathy and offered to chip in for a frame to get a nice one for someone who has done so much for the City. The Vice Mayor then said that they were getting ready to celebrate the City's 97th Birthday Party festivities, suggesting that everyone save the date for BINGO on May 19th, the Pool Party Festival on Saturday and Karaoke at night. She also said that there would be a Gospel in the Park event on May 21st, all to celebrate 97 years of history.

Commissioner Bass invited the Community to the National Day of Prayer, which she said was sponsored by her and Commissioner Kelley. Commissioner Bass said that while Commissioner Kelley was on his sabbatical, she took it over and said that because he is back, she wanted to do it with him. She invited everyone to the Butterfly Garden on the corner of Sharazad on May 4th at 12 pm.

Commissioner Williams thanked everyone that supported the Earth Day Block Party, giving a special shout out to the Aide to the Mayor & City Commission Ms. Myia Hepburn who she said is absolutely amazing and did so much to make it happen. The Commissioner also thanked Juice Defined, Home Depot, Dixon Nursery and the South Florida Black Gardeners. She said that she is looking forward to an Earth Day Block Party every year. Commissioner Williams then invited everyone to the 3rd annual

Women of Many Hats Brunch on May 13th at Sherbondy Village from 11:30 am to 1:30 pm, stating that anything dealing with women always makes her happy. She then let Commissioner Kelley know that she would be a little late to the cleanup because her nephew has basketball, but said that she reached out to the Top Ladies of Distinction and the Top Teens of America, who she said would be there. Commissioner Williams then noted that a statement was said that sometimes they don't attend events, and she said that she wanted to be clear that they support each other, acknowledging that sometimes they are out of town, have things to do or have lives, but she asserted that they support each other.

Mayor Taylor reminded his Commission colleagues that they needed to decide on the 3 people who they were going to appoint to the Local Financial Oversight Board. The Mayor also piggybacked on what Vice Mayor Ervin said, giving kudos to Police Chief Israel for their great job and collaboration with neighboring cities, as they worked in tandem to lay former Vice Mayor Johnson to rest.

20. OFFICIAL BOARD APPOINTMENTS:

There were none.

21. ADJOURNMENT:

Mayor Taylor wished Budget Administrator Bob Anathan a happy birthday, who he recognized had celebrated his birthday the previous day. The Mayor also asked everyone to keep Mr. Gerald Lee from the Community Development Department in prayer because of the passing of his mother.

There being no further business to come before the City Commission, the meeting was adjourned at 10:11 p.m.

John H. Taylor, Jr.
Mayor

Attest:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
"The city of bright opportunities"

**CLERK'S ACTION SUMMARY MINUTES
WORKSHOP**

**Wednesday, May 10, 2023
6:00 p.m.**

1. WELCOME/OPENING REMARKS:

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

2. ROLL CALL:

The following members of the City Commission were present: Mayor John H. Taylor Jr., Vice Mayor Natasha L. Ervin, Commissioner Joseph L. Kelley, Commissioner Sherelean Bass. Commissioner Veronica J. Williams arrived at 6:15pm. Also, in attendance were: Assistant City Manager She'mecca Lawson, City Attorney Burnadette Norris-Weeks and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Commissioner Sherelean Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC COMMENTS:

Mayor Taylor opened the Public Comments.

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

6. DISCUSSION ITEMS:

1. CITY MANAGER RECRUITMENT PROCESS

Mayor Taylor advised all members of the commission met with Ken Parker individually, who assisted in the city manager search process. From those meetings, Mr. Parker took all of the Commission ideas and compiled them into a document. The mayor wanted to collectively decide whether there were any changes that were needed and how to proceed.

Commissioner Kelley expressed his disappointment in the time the process is taking. The commissioner's only concern was the timeline moving forward.

Commissioner Bass echoed the same sentiment about the timeline of the manager's search.

Mayor Taylor inquired about the previous timeline profited by Commissioner Kelley and asked if the original document was available.

Commissioner Kelley advised that the original dates were no longer valid and required tweaking. The Commissioner explained originally there was a maximum of 45 days for the City Manager search to be advertised. Commissioner Kelley suggested the change should include a minimum of 30 days and a maximum of 45 days for advertisement from the day of the final City Manager search workshop

Mayor Taylor clarified whether the minimum and maximum time frames were for advertisements.

Commissioner Kelley advised that if a special meeting is not held to discuss advertising on the agenda, then the next opportunity would be to add that discussion to the agenda for the next commission meeting on May 24th.

Mayor Taylor asked City Clerk Joanna Flores whether the document that Commissioner Kelley provided months ago with the breakdown of background checks and recruitment was emailed.

City Clerk Flores advised she would check her email. Ms. Flores also advised that she had a copy of the document and could have staff make copies for the Commission.

Mayor Taylor asked Commissioner Kelley whether he had any other dates.

Commissioner Kelley advised he left it at 30–45 days because it depended on when the next meeting would take place to vote on advertising for the City Manager position.

Mayor Taylor asked the commission if there were any other suggestions.

Commissioner Bass advised that the next Commission meeting would be on May 24th, and 30 days after that, the recruitment process would be on June 28th.

Commissioner Kelley asked Ms. Flores how many days, after passing, it would take to get the advertising process started.

City Clerk Joanna Flores informed me it would take approximately five days after approval.

Commissioner Kelley stated that the five days would have to be added to the 30-45 days of advertisement unless a special meeting is conducted before the next Commission meeting.

Commissioner Bass advised that the original document provided by Commissioner Kelley was obsolete, with the exception of the May 24th date.

Mayor Taylor advised that the dates could be changed.

Commissioner Bass informed me that 30 days would fall on June 22nd and 40 days would fall on July 2nd.

Vice Mayor Ervin asked for clarification on dates.

Commissioner Bass confirmed.

Commissioner Williams suggested 40 days would be more feasible than 30 days in consideration of time for background checks and interviews and factoring in the locations of candidates who may not be local.

Mayor Taylor clarified that the 30-day time frame is not the total process; it is the advertisement process. The Mayor advised Commissioner Kelley that if it is voted upon at the Commission meeting on May 24th, the Clerk advised it will take 5 days after that date to start advertising, which will be May 30th. Mayor Taylor advised that the advertisement would start on May 30th and last for 30 days after the interview process.

Commissioner Kelley responded that unless a special meeting is conducted, it is the will of the board.

Commissioner Williams agreed with the idea of having a special commission meeting.

Mayor Taylor asked the Commission for a date to conduct the special commission meeting and whether morning, noon, or evening was preferred.

Commissioner William asked if the public relations firm, ROAR Media, would be involved in the method of advertisement.

Mayor Taylor advised that the discussion has not reached that point yet.

Commissioner Kelley suggested having a special commission meeting next week on Wednesday, May 17th, to give everyone a week to gather everything. The commissioner stated the meeting can take place at 6 p.m. or whatever time the chair decides to get the process started and make final decisions for the process.

Mayor Taylor advised that the date would be May 22nd to start the advertisement process.

Commissioner Kelley advised having the special meeting on the discussed dates and allowing any tweaks.

Mayor Taylor advised that if it passed, it would go out for advertisement on May 22nd, and asked Commissioner Bass what is 30 days from May 22nd.

Commissioner Bass responded with the date of July 2nd.

Mayor Taylor stated that was not correct and asked what was 30 days from May 22nd.

City Clerk Flores responded with the date of June 21st.

Mayor Taylor advised that on June 21, advertisements will be out. The mayor moved on to the next column, which discussed the committee for the manager's selection.

Commissioner Kelley stated that according to the Commission discussion, it was decided that the selection process be done in house, and the Commission would be the committee. The Commissioner advised on the back of the brochure that the Commission agreed that the Clerk would receive the resumes, the Commission would review them, and the Commission would schedule interviews either in person or via Zoom. Commissioner Kelley asked if the 22nd was the day that the resumes came back in.

Mayor Taylor advised that May 22nd was the date that the advertisement went out.

Commissioner Kelley inquired about the date that resumes came back in.

Mayor Taylor advised the date of June 21st.

Commissioner Kelley advised that the following week would be the time when the search committee should meet. The Commissioner advised the Board to set things up that way in order to expedite the process and avoid spending the additional \$20,000.

Mayor Taylor suggested each committee member select their best two candidates.

Commissioner Williams advised that if the selection process is done with a committee, then policies and procedures will have to be developed. The commissioner suggested the board be the search committee.

Mayor Taylor advised that the Commission is the committee.

Commissioner Williams asked if candidates would be selected during another special meeting.

Mayor Taylor advised that another special meeting would have to be held. The mayor summarized that the city manager job advertisement will go out on May 22nd through June 21st and hold a special meeting to narrow the candidates down to six. Mayor Taylor recommended narrowing the candidates to three to move the process along.

Commissioner Kelley stated that he understands, in terms of following the previous document and trying to gather dates, that the information on the document was based on the original time frame, which has changed. Commissioner Kelley suggested the biggest issue is the background check that takes 7–14 days to ensure it is allocated, which the Commissioner expressed is his biggest concern. The Commissioner advised he could come up with another time frame, such as the previous document, and provide it to the City Clerk and have her submit it to the Commission prior to the special meeting, and the Commission can tweak the dates so it can still pass.

Mayor Taylor stated that he is not focused on dates; he is focused on the process. The mayor would like to get rid of the fourth column, which mentioned six candidates, and at the special meeting after the advertisement, select the top three candidates and move forward with background checks.

Commissioner Williams inquired about whether the high-level background check was done through the police department or through a third-party entity.

City Attorney Burnadette Norris-Weeks advised that, according to the charter, it referenced the FBI and asked the Commission to allow her to verify that.

Commissioner Williams stated that the charter does reference the FBI; however, the Commissioner questioned what that process would look like and whether the Commission would go through the police department for a background check with the FBI.

City Attorney Norris-Weeks advised that maybe the City Clerk could answer that question, being as though the attorney was unsure how the process was done in the past, but possibly going through the police department would be the appropriate avenue.

City Clerk Flores advised that she has not been involved in the background check process, and normally the process is managed through the HR department. The clerk was unaware if the police department was used for that process and deferred the question to the city manager's office.

Mayor Taylor suggested contracting someone to do the background check.

Commissioner Kelley advised that his reasoning for the statement earlier was that it needed to be part of what the commission votes on next Wednesday at the special commission meeting because that is part of the process. The Commissioner stated that usually, with high-level background checks, some agencies conduct them independently for governments that are separate from the city, which will provide transparency. Commissioner Kelley advised that a listing of agencies can be obtained from the League of Cities, and Mr. Ken Parker mentioned that there are agencies that offer those services. The Commissioner suggested Mayor Taylor reach out to Mr. Parker to get recommendations, and the Commission will select an agency based on pricing, which is why the Commissioner suggested adding that inside the legislation.

City Attorney Norris-Weeks announced that within the Charter there is a provision for national criminal history screenings for the city manager, and there is a requirement that each person be fingerprinted who is applying for the position of city manager or continuing employment or appointment as city manager. The City Attorney continues with the City of Opa-locka Human Resources Directors as its successor department, and other applicable departments shall conduct such state and national criminal history background checks. Fingerprints obtained pursuant to the authority of this section shall be submitted to the Florida Department of Law Enforcement for a state criminal history record check and also to the Federal Bureau of Investigation for a national criminal history record check. City Attorney Norris-Weeks shall proceed with the information obtained from each respective criminal history record check conducted pursuant to this section to determine a person's eligibility for employment or appointment and to determine a person's eligibility for continued employment and appointment.

Mayor Taylor clarified that background checks go through Human Resources, and Human Resources will release them to local, state, and federal agencies.

City Attorney Norris-Weeks responded by saying yes.

Mayor Taylor stated that, just to recap, the Commission will have a special meeting next Wednesday. He asked if a time had been determined and suggested a time in the early morning since there was only one item on the agenda.

Commissioner Williams advised that she would be unable to attend.

Mayor Taylor asked for the earliest time Commissioner Williams could attend and if 10 a.m. or 9 a.m. would work.

Commissioner Williams advised that it was testing season.

Commissioner Kelley advised that the special meeting is too important and everyone on the commission should be there.

Vice Mayor Ervin suggested an evening special meeting.

Commissioner Williams suggested a time of 5:30 p.m.

Mayor Taylor confirmed next Wednesday at 5:30 p.m. for a Special Commission meeting. The mayor asked the city clerk and city attorney to work on the items, and if it passes on May 17th, the city manager position will go out for advertisement. Mayor Taylor recalled that Commissioner Williams wanted to discuss how the position would be advertised.

Commissioner Williams requested the Clerk have someone from the marketing firm ROAR Media at the special commission meeting or logged on because it will be crucial. Once the commission is ready to roll, ROAR Media has to understand that the process will be a huge responsibility. The commissioner offered to assist Roar Media if the board approved the discussion.

Mayor Taylor suggested adding Commissioner Williams' offer as a discussion item at the special meeting the following week after the vote. The Mayor advised that advertisement dates will be from May 22nd through June 21st, after which another special meeting will be held upon the Commission's availability, when they will narrow down to three candidates, conduct a background check with Human Resources, and once completed, start the interview process.

The commission was all in agreement.

City Clerk Joanna Flores asked the Commission to direct their attention to page 13 of the recruitment brochure, advising that there are things in it that the board may want to discuss then or at the special commission meeting next Wednesday.

Mayor Taylor asked whether it referred to the salary and years of experience.

City Clerk Flores responded by saying yes.

Mayor Taylor suggested the Commission pray about it and bring it back because the mayor preferred having something to compare with unless there was another idea.

Commissioner Kelley responded with his belief in the power of prayer.

Mayor Taylor advised the Commission to bring back the number of years of experience and salary desired for the city manager. The mayor directed a question to Commissioner Kelley, asking if there was anything else.

Commissioner Kelley advised that it was already determined that resumes would be received by the Clerk's office and HR position within the process, which were the blanks that needed to be filled in.

There was no further discussion.

2. EVALUATION TOOL FOR CITY CHARTER POSITIONS

Mayor Taylor advised that the resolution states the clerk would create an evaluation tool and provide it to the Commission for final approval, which evaluates the city manager, city attorney, and city clerk. The mayor opened the floor for questions.

The City Attorney stated evaluations are not done for people who are outside contracted and are not salaried; however, the Commission is welcome to do so, but the position of the City Attorney is not a salaried employee, and retirement is not received. The attorney continued by saying if three members of the board dislike her, then she is terminated, so it is unusual for a position as an outside contractor. The city attorney asked the commission to be exempt from this process.

Mayor Taylor responded that the city attorney's request was heard, but it is the decision of the board whether to move forward with the evaluation of the city attorney firm.

Commissioner Williams expressed that she wished the City Manager document gave more detail about the work of a manager and did not provide the full range that she would have liked to see. The Commissioner advised that there is a rating, but it is very open-ended. Commissioner William recalled turning in one a year or two ago and would like that document to be shared with the Commission. The commissioner advised that the other two documents looked good, but the one for the manager was the only one she had an issue with.

City Clerk Flores advised that the purpose of having the item on the agenda was for the board's input. The Clerk agreed to pull the previously drafted document for the Commission to review, and it can be decided which direction it should go if that is the will of the Commission.

Commissioner Kelley said that he has never seen an evaluation for the attorney; normally it comes directly during the review of the agreement, contract, or renegotiation, which gives the Commissioner a little concern. The commissioner expressed the same sentiments as Commissioner Williams and requested a copy of the previous document from the city clerk to compare and make recommendations that might give a better sense. Commissioner Kelley thanked the Clerk for all of her work and for assisting the Commission with getting to that point with the need for an evaluation tool. The commissioner asked in regards to the city attorney review whether the evaluation resulted in an increase or decrease in salary, because normally rating leads to something, and how the document will be used.

City Clerk Flores advised that the previous document will be provided to the entire Commission.

Vice Mayor Ervin inquired if the city has ever done a performance for the city attorney.

Mayor Taylore responded by saying no.

Commissioner Williams recalled the late former Vice Mayor Dottie Johnson's consistent attendance at meetings and stated that the City Clerk needed a contract and would like to understand how the performance evaluation equates with someone who does not have a contract. The Commissioner continued by saying if an individual does not have a contract, is the evaluation just to inform whether they were meeting job performance expectations or not? In terms of having two charter members that are hired and fired, what is the depth of the individual evaluation without a contract? Commissioner Williams suggested to the board that they think about it because she is unclear as to how far the evaluation would go without a contract.

Mayor Taylor advised the Clerk technically does not have a contract; Ms. Flores was hired via Resolution. The mayor expressed his presumed belief that if the commission decided to part ways with someone, the evaluation would explain the reasoning. Mayor Taylor advised Commissioner Kelley regarding the City Attorney that he understood his point but that it was not connected to a raise. If a raise was asked for, then the Mayor suggested sponsoring legislation and the Commission would discuss it.

Commissioner Williams advised that she was not referring to a raise. The Commission explained that if the city manager has a contract, and in the past, if a city manager has not been evaluated, they can come back and sue the city. They also questioned whether if the same thing happened with another charter member without a contract, it would hold up in a court of law without specific paperwork stating that it is connected to the city.

Mayor Taylor explained that it is a resolution but asked for clarity through legal

City Attorney Norris-Weeks advised that an evaluation can be done on any salaried employee that the Commission is over, which are the City Clerk, City Manager, and City Attorney, but it would be unusual for the City Attorney position. The City Attorney advised she was unaware that the City Manager had a contract and believed Mr. Williams was appointed by resolution.

Commissioner Williams explained that she was referring to a contractual manager.

City Attorney Norris-Weeks expressed that she did not think it had any bearing on anything and that it was not relevant. If the Commission chooses to evaluate, then they can evaluate.

Commissioner Williams wanted to clarify that the evaluation would not be connected to someone who decided, if the Commission decided to part ways with them, to come back and state that they had never been evaluated and sued.

City Attorney Norris-Weeks responded by saying no. The City Attorney stated that one of the things Commissioner Williams may be speaking of is the previous manager who had a provision that stated he would be evaluated every so often, and one of the allegations made in his complaint against the city was that the commission did not evaluate him, although there were things done to prevent the commission from evaluating that city manager, but that provision is not under the current scenario, so that would not be an issue.

Commissioner Williams asked if that would not be an issue with any of the charter members.

City Attorney Norris-Weeks answered not to her knowledge.

Mayor Taylor advised the City Clerk it is the will of the Board to set up one on one to get feedback and provide the original document to the Board. The Mayor asked Commissioner Williams to clarify which document.

Commissioner Williams advised it is the document she worked on two years ago.

Mayor Taylor asked City Clerk Flores to provide the document Commissioner Williams worked on two years ago to the Board, have individual meetings, and then put it all together to present it back to the Board.

City Clerk Flores responded will do Mr. Mayor.

Mayor Taylor asked if there were any additional concerns.

Commissioner Williams personally thanked City Clerk Flores for all of the work she did and stated she did an excellent job in the brochure that looked amazing.

Mayor Taylor announced that it was time to conclude the workshop to prepare for the regular commission meeting.

7. ADJOURNMENT:

There being no further business to come before the City Commission, the Workshop meeting adjourned at 6:54 p.m.

John H. Taylor Jr.
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

Sponsored by: Interim City Manager

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK CITY OF MIAMI CONTRACT IFB 1115382 WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING, AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC. TO MILL AND RESURFACE 2.4 LANE-MILES OF CITY ROADWAYS, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FORTY-TWO THOUSAND, EIGHT HUNDRED THIRTY-FOUR DOLLARS AND SEVENTY-TWO CENTS (\$342,834.72); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") initiated a Milling and Resurfacing Project to restore streets in the City in need of restoration. The project was divided into phases based on prioritized needs to spread out the fiscal impact over time; and

WHEREAS, city staff has developed a scope for Phase VII of the Project and received a proposal for this phase in the amount of Three Hundred Forty-Two Thousand, Eight Hundred Thirty-Four Dollars and Seventy-Two Cents (\$342,834.72); and

WHEREAS, this Project will further improve City driving conditions while also further enhancing the City's image; and

WHEREAS, the City is responsible for Ninety-Six (96) lane-miles of roadways; and

WHEREAS, through Phase VI, 26.8 lane-miles have been resurfaced. Phase VII will add another 2.4 lane-miles of resurfaced roadways, cumulatively resulting in 30.4% of the roadways for which the City is responsible for resurfacing under this multi-phase project; and

WHEREAS, in total, including this phase, the City will have spent \$2.8 million since Fiscal Year 2018 restoring City roadways for this Project; and

WHEREAS, the Interim City Manager recommends that the City Commission to authorize the piggybacking of City of Miami Contract IFB 1115382 for Pavement

Resurfacing Services and accept the proposal from H&R Paving, Inc. for completion of Phase VII; and

WHEREAS, the City of Miami previously awarded a contract to H&R Paving Inc., attached as Exhibit "A", pursuant to its Invitation for Bid (IFB) No. 115382 for Pavement Resurfacing Services for a three-year period commencing March 21, 2021 through March 21, 2024, with an option to renew for two (2) additional two year periods; and

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

WHEREAS, the City received a proposal from H&R Paving, Inc., attached hereto as Exhibit "B", for Three Hundred Forty-Two Thousand Eight Hundred Thirty-Four Dollars and Seventy-Two Cents (\$342,834.72) for Milling and Resurfacing; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the City of Miami contract with H&R Paving Inc., attached hereto as Exhibit "A", in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit "C" for Milling and Resurfacing, in an amount not to exceed Three Hundred Forty-Two Thousand Eight Hundred Thirty-Four Dollars and Seventy-Two Cents (\$342,834.72).

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback the City of Miami contract with H&R Paving Inc., attached hereto as Exhibit "A", and enter into an agreement, attached hereto as Exhibit "C", for

Milling and Resurfacing, in an amount not to exceed Three Hundred Forty-Two Thousand, Eight Hundred Thirty-Four Dollars and Seventy-Two Cents (\$342,834.72).

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



City of Opa-locka Agenda Cover Memo

Department Manager:	Adelina Gross		Department Manager Signature:	DocuSigned by: <i>Adelina Gross</i> EC5929C4FFB9414...	
Interim City Manager:	Darvin Williams		CM Signature:		
Commission Meeting Date:	05/24/2023	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
	X		Public Hearing: (Enter X in box)	2nd Reading	
Funding Source: Account# :	(Enter Fund & Dept.) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes	
				No	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	City Manager		Department: Capital Improvements Program	City Manager	

Short Title:

MILLING & RESURFACING PHASE VII

Project No. TBA

Staff Summary:

The City initiated the Milling & Resurfacing Project to restore streets in the City in need of restoration. Staff divided the project into phases based on prioritized needs and spread out the fiscal impact over time. Staff has developed a scope for Phase VII and received a proposal for this phase for \$342,834.72. This project will further improve City driving conditions while also further enhancing the City's image.

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

The City is responsible for 96 lane-miles of roadways. Through Phase VI, 26.8 lane-miles have been resurfaced. Phase VII will add another 2.4 lane-miles of resurfaced roadways, cumulatively resulting in 30.4% of the roadways for which the City is responsible being resurfaced under this multi-phase project. In total, including this phase, the City will have spent \$2.8 million since FY 18 restoring City roadways in this project.

Financial Impact

Account	Description	Available	Project	Remaining Balance
47-541800	Milling Resurfacing Pavement Marking PTP	\$100,594.93	\$55,879.76	\$44,715.17
44-541822	Milling Resurfacing Pavement Marking Safe Neighborhood	\$286,954.96	\$286,954.96	—
Total Project			\$342,834.72	

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to enter into an agreement with H&R Paving, Inc..for \$342,834.72 to mill and resurface 2.4 lane-miles of City roadways.

Attachment:

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

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



PROPOSAL

QUOTE NO.	3117
DATE:	4-20-23

LICENSED AND INSURED

TO	CITY OF OPA LOCKA 780 FISHERMAN ST OPA- LOCKA, FLORIDA 33054	JOB	Milling & Resurfacing Phase 7 City of Miami Contract #: 1115382
CONTACT		PHONE	

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

Item #	Description	Quantity	Unit	Unit Price	Contract Amount
5	Mobilization	1.00	LS	\$ 500.00	\$ 500.00
28	Mill and Dispose Existing Asphalt	22,714.00	SY	\$ 5.00	\$ 113,570.00
30	1" Superpave Asphalt, Type SP 9.5	22,714.00	SY	\$ 7.00	\$ 158,998.00
39	Utility Adjustment, Manhole	19.00	EA	\$ 500.00	\$ 9,500.00
40	Utility Adjustment, Valve Box	16.00	EA	\$ 300.00	\$ 4,800.00
61	Reflective Pavement Markers	700.00	EA	\$ 4.20	\$ 2,940.00
65	Thermoplastic Bike Lane Markings	24.00	EA	\$ 360.00	\$ 8,640.00
68	Solid Single 6" Thermoplastic Striping (W_Y)	6,805.00	LF	\$ 2.40	\$ 16,332.00
69	Solid Double 6" Yellow Thermoplastic Striping	2,608.00	LF	\$ 4.80	\$ 12,518.40
72	Solid Single 12" Thermoplastic Striping (W_Y)	790.00	LF	\$ 3.60	\$ 2,844.00
73	Solid Single 18" Thermoplastic Striping (W_Y)	890.48	LF	\$ 4.80	\$ 4,274.32
74	Solid Single 24" Thermoplastic Striping (W)	153.00	LF	\$ 6.00	\$ 918.00
82	Special Provision 2 - Off Duty Officer	0.07	LS	\$ 100,000.00	\$ 7,000.00
				Total	\$ 342,834.72

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

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

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

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

ACCEPTED: _____

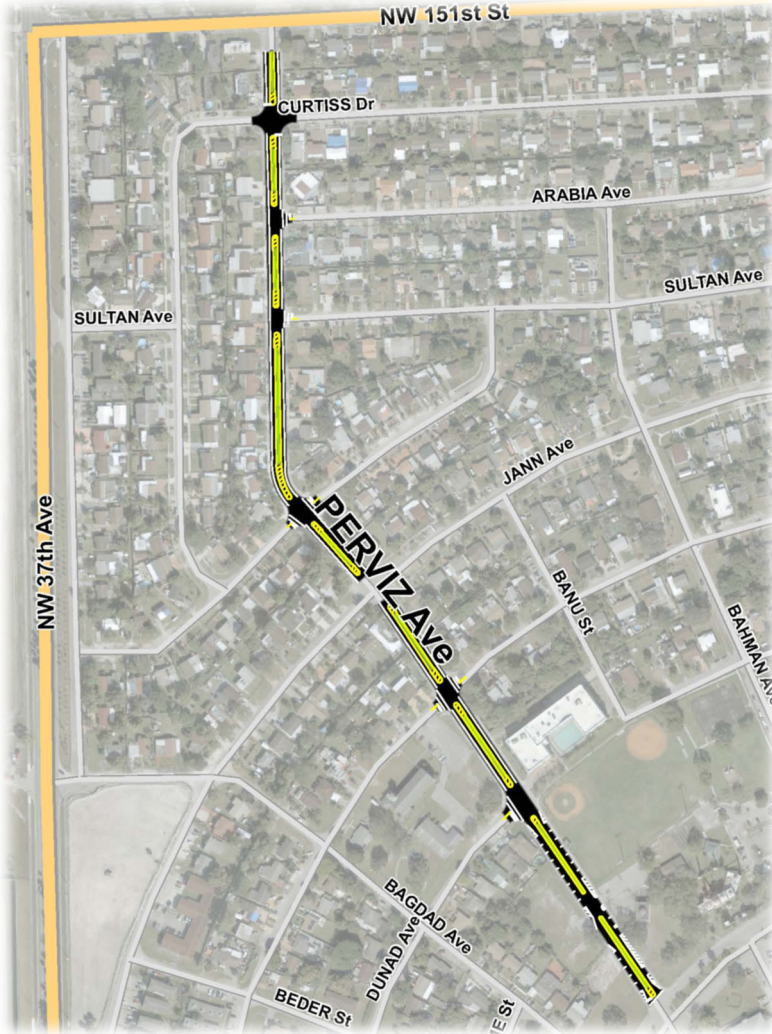
Signature: _____

Date: _____

Signature: _____

Milling & Resurfacing

PHASE 7 - 2023



Perviz Ave.

Sharazad Blvd. To NW 151st St.



NW 19th Ave.

Opa-locka Blvd. To 385' N of NW 141st St.



NW 139th St.

NW 26th Ave. To NW 22nd Pl.

**CITY OF OPA-LOCKA AGREEMENT FOR MILLING AND RESURFACING
SERVICES**

**(Piggyback City of Miami Invitation for Bid (IFB) 1115382 for Pavement
Resurfacing Services)**

This Agreement is made this ____ day of _____, 2023, between the City of Opa-locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-locka, Florida 33054 (the "**City**"), and H&R Paving, Inc. whose address is 1955 N.W. 110 Avenue, Miami, FL 33172 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide milling & resurfacing services to the City (Milling & Resurfacing - Phase VII) (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between City of Miami and the Contractor, as set forth in the City of Miami Invitation for Bid for Pavement Resurfacing Services ("the IFB"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through March 21, 2024, unless terminated earlier by its terms. The City shall have the option to renew for two (2) additional one-year terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with milling and resurfacing services in accordance with the City's requirements as set forth herein and the Standard Contract between City of Miami and the Contractor dated on or about March 11, 2021 (the "City of Miami Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the City of Miami Agreement and the Contractor's accepted proposal.

section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Adelina Gross as Capital Improvements Program Manager, shall be the City Representative and may be reached at (305)953-2868 Ext. 3001.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-locka shall be substituted for the City of Miami with regard to any and all provisions of the City of Miami Agreement, the IFB, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Darwin Williams, Interim City Manager
City of Opa-locka
780 Fisherman Street
Opa-locka, Florida, Florida 33054

Copy to: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW Avenue
Fort Lauderdale, Florida 33311

For Contractor: Raul Gonzalez
1955 N. W. 110 AVE
Miami, FL 33172

Section 5. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

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 THE 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.

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/subconsultants/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.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

By: _____
Darvin Williams, Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE USE
OF AND RELIANCE
BY THE CITY OF OPA-LOCKA ONLY:

By: _____
City Attorney
Burnadette Norris-Weeks, P.A.

By: _____
Joanna Flores, City Clerk

**CONTRACTOR:
H&R Paving, Inc.**

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____

EXHIBIT "A"

City of Miami Agreement in response to Invitation for Bid (IFB) No. 115382 for Pavement Resurfacing Services



City of Miami

Invitation for Bid (IFB)

Procurement Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: www.miamigov.com/procurement

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

Certification Statement

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

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

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

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

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

EXCEPTIONS: .
.
.

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

PROPOSER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ CELL(Optional): _____

SIGNED BY: _____

TITLE: _____ DATE: _____

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

Certifications

Legal Name of Firm:

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

Year Established:

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

Business Tax Receipt/Occupational License Number:

Business Tax Receipt/Occupational License Issuing Agency:

Business Tax Receipt/Occupational License Expiration Date:

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



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

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

Line: 1

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

Category: **98852-00**

Unit of Measure: **Each**

Unit Price: \$_____

Number of Units: **1**

Total: \$_____



Table of Contents

Terms and Conditions.....	7
1. General Terms and Conditions	7
1.1. GENERAL TERMS AND CONDITIONS	7
2. Special Conditions	40
2.1. PURPOSE	40
2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION	40
2.3. SUBMISSION AND RECEIPT OF RESPONSE	40
2.4. PRE-BID CONFERENCE	41
2.5. BIDDERS MINIMUM REQUIREMENTS	41
2.6. METHOD OF AWARD	42
2.7. TERM OF CONTRACT	42
2.8. CONDITIONS FOR RENEWAL	42
2.9. ESCALATION CLAUSE	42
2.10. SPECIFICATION EXCEPTION	43
2.11. NON-APPROPRIATION OF FUNDS	43
2.12. INSURANCE REQUIREMENTS	44
2.13. BID BOND	46
2.14. REFERENCES	46
2.15. CURES	47
2.16. TIE BIDS	47
2.17. PROJECT MANAGER	47
2.18. SUBCONTRACTOR(S)	47
2.19. CONTINGENCY	48
2.20. RESPONSE TIME	48
2.21. COMPLETED WORK	48
2.22. EMERGENCY/DISASTER PERFORMANCE	48
2.23. METHOD OF PAYMENT	48
2.24. LIQUIDATED DAMAGES	49
2.25. CONTRACTOR TO BE REPRESENTED	49
2.26. USE OF PREMISES	49
2.27. DAMAGES TO PUBLIC/PRIVATE PROPERTY	49
2.28. PUBLIC CONVENIENCE AND SAFETY	49
2.29. SAFETY MEASURES	50
2.30. ENVIRONMENTAL REGULATIONS	50
2.31. ADDITIONS/DELETIONS OF SERVICES/ITEMS/SUPPLIERS	50
2.32. ADDITIONAL CONTRACTOR(S) OR SUBCONTRACTOR(S)	50
2.33. FAILURE TO PERFORM	51
2.34. TERMINATION	51
2.35. ADDITIONAL TERMS AND CONDITIONS	51
2.36. FEDERALLY FUNDED PROJECTS	51
2.36.a) INTRODUCTION	51
2.36.b) LOCAL PREFERENCE	51
2.36.c) DAVIS-BACON ACT	52

	2.36.d) COMPLIANCE WITH COPELAND “ANTI-KICKBACK” ACT	52
	2.36.e) COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS ACT	52
53	2.36.f) PARTS AT PASS-THROUGH COST (FOR REPAIRS OUTSIDE THE SCOPE OF WORK) .	
	2.36.g) EQUAL EMPLOYMENT OPPORTUNITY	53
	2.36.h) CLEAN AIR ACT	54
	2.36.i) FEDERAL WATER POLLUTION CONTROL ACT	54
	2.36.j) NO OBLIGATION BY FEDERAL GOVERNMENT	55
	2.36.k) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS	55
	2.36.l) BYRD ANTI-LOBBYING AMENDMENT, 31.U.S.C. § 1352 (AS AMENDED)	55
	2.36.m) PROCUREMENT OF RECOVERED MATERIALS	55
	2.36.n) DHS SEAL, LOGO, AND FLAGS	55
55	2.36.o) COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS .	
	2.36.p) ACCESS TO RECORDS	56
	2.36.q) SUSPENSION AND DEBARMENT (IN ADDITION TO GENERAL TERM AND CONDITIONS, SECTION 1.25)	56
	2.37. NON-FEDERALLY FUNDED PROJECTS	56
	2.37.a) INTRODUCTION	56
	2.37.b) LIVING WAGE ORDINANCE	56
	2.37.c) PERFORMANCE BOND	57
	2.37.d) LOCAL PREFERENCE	57
	3. Specifications	58
	3.1. SPECIFICATIONS/SCOPE OF WORK	58

Terms and Conditions

1. General Terms and Conditions

1.1. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

2. Failed to deliver on time contracts of a similar nature,
3. Who is not in a position to perform the requirements defined in this formal solicitation
4. Who has been debarred,
5. Who is on the convicted vendors list,
6. Who is indebted to the City,
7. Who is otherwise determined to be non-responsive or non-responsible.

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

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

1.5. ALTERNATE RESPONSES WILL NOT BE CONSIDERED.

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

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

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

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

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

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

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

1.10. AWARD OF CONTRACT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- B.Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- C.The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.
- D.Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- E.Uniform Commercial Code (Florida Statutes, Chapter 672).
- F.Americans with Disabilities Act of 1990, as amended.
- G.National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H.National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- I.City Procurement Ordinance City Code Section 18, Article III.
- J.Conflict of Interest, City Code Section 2-611;61.
- K.Cone of Silence, City Code Section 18-74.
- L.The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.
- M.City Financial Policies, City Code Chapter 18, Article IX.
- N.City of Miami Charter Sections 3(f) (iii) and 29-B.
- O. City of Miami Sale or Lease of Real Property, City Code Chapter 18, Article V.
- P.City of Miami Living Wage Ordinance, Chapter 18, Article X, City Code.
- Q.Alcoholic beverage, food and beverage laws, approvals and permits as required by state and local laws.
- R.Miami -Dade County Shoreline Review Ordinance Chapter 33D, Article III, Miami-Dade County Code.

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

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

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

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

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

The provision does not apply to, among other communications:

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

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

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

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

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

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

Proposer's firm.

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

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

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

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

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

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

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

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

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

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

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

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

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

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

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

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

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

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

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

(9) Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2) Specifications

3)Special Conditions

4)General Terms and Conditions

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

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

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

1.34. EVALUATION OF RESPONSES

A. Rejection of Responses

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

- 1)Proposer fails to acknowledge receipt of addenda;
- 2)Proposer misstates or conceals any material fact in the Response;
- 3)Response does not conform to the requirements of the Formal Solicitation;
- 4)Response requires a conditional award that conflicts with the method of award;

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

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

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

B. Elimination from Consideration

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

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

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

C. Determination of Responsibility

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.48. LOCAL PREFERENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the proposer, and are not waivable by the city.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Submit a Bid to provide any goods or services to a public entity.
- B. Submit a Bid on a contract with a public entity for the construction or repair of a public building or public work.
- C. Submit responses on leases of real property to a public entity.
- D. Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.
- E. Transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service.
- B. Provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law.

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

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

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

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

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

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

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

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

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

Right to protest.

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

(1) Protest of solicitation.

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

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

(2) Protest of award.

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

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

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

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

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

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

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

Authority to resolve protests; hearing officer(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

Compliance with filing requirements.

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

Stay of procurements during protests.

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

Costs.

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

Filing fee.

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

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

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

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

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

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

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

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

Directions to City Hall:

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

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

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

B.Facsimile responses will not be considered.

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

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

E. Late responses will be rejected.

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

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

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

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

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

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

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

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

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

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

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

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

1.86. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE- All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets."

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

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

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

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

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

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



2. Special Conditions

2.1. PURPOSE

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

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

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

2.3. SUBMISSION AND RECEIPT OF RESPONSE

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

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

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

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

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

2.4. PRE-BID CONFERENCE

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

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

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

2.5. BIDDERS MINIMUM REQUIREMENTS

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

1. Not have any member, officer, or stockholder that is in arrears or is in default of any debt or contract involving the City, is a defaulter surety otherwise, upon any obligation to the City, and/or has failed to perform faithfully on any previous contract with the City.
2. Have no record of pending lawsuit or criminal activities, and have never been declared bankrupt within the last three (3) years.
3. Have adequate financial support, equipment, and organization to ensure that they can satisfactorily provide the goods and/or services if awarded a Contract under the terms and conditions herein stated.
4. Have a current certified license as a General Contractor from the State of Florida Construction Industry License Board for the class of work to be performed, **OR** the appropriate Certificate of Competency or the State Contractor's

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

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

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

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

2.6. METHOD OF AWARD

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

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

2.7. TERM OF CONTRACT

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

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

2.8. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds.

2.9. ESCALATION CLAUSE

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

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

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

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

2.10. SPECIFICATION EXCEPTION

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

2.11. NON-APPROPRIATION OF FUNDS

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

2.12. INSURANCE REQUIREMENTS

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

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Operations \$ 1,000,000

Personal and Advertising Injury \$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

Contingent and Contractual Liability

Premises and Operations Liability

Explosion, Collapse and Underground Hazard

Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit

Any Auto

Including Hired, Borrowed or Non-Owned Autos

Any One Accident \$ 1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

A. Employer's Liability

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

IV. Umbrella Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence	\$ 2,000,000
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Aggregate	\$ 2,000,000
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City of Miami listed as an additional insured. Coverage is excess follow form over the general liability and auto policies.

V. Owners and Contractors Protective Liability

Each Occurrence	\$1,000,000
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Policy Aggregate	\$1,000,000
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City of Miami listed as the named insured

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

BINDERS ARE UNACCEPTABLE.

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

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

State of Florida, with the following qualifications:

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

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

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

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

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

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

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

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

2.13. BID BOND

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

2.14. REFERENCES

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

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

2.15. CURES

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

2.16. TIE BIDS

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2.17. PROJECT MANAGER

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

2.18. SUBCONTRACTOR(S)

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

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

2.19. CONTINGENCY

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

2.20. RESPONSE TIME

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

2.21. COMPLETED WORK

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

2.22. EMERGENCY/DISASTER PERFORMANCE

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

2.23. METHOD OF PAYMENT

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

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

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

2.24. LIQUIDATED DAMAGES

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

2.25. CONTRACTOR TO BE REPRESENTED

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

2.26. USE OF PREMISES

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

2.27. DAMAGES TO PUBLIC/PRIVATE PROPERTY

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

2.28. PUBLIC CONVENIENCE AND SAFETY

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

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

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

2.29. SAFETY MEASURES

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

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

2.30. ENVIRONMENTAL REGULATIONS

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

2.31. ADDITIONS/DELETIONS OF SERVICES/ITEMS/SUPPLIERS

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

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

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

2.33. FAILURE TO PERFORM

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

2.34. TERMINATION

A. FOR DEFAULT

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

B. FOR CONVENIENCE

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

2.35. ADDITIONAL TERMS AND CONDITIONS

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

2.36. FEDERALLY FUNDED PROJECTS

2.36.a) INTRODUCTION

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

2.36.b) LOCAL PREFERENCE

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

2.36.c) DAVIS-BACON ACT

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

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

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

1. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

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

1. Overtime Requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half time the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in case of the work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages: The City of Miami shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as

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

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

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

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

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

2.36.g) EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

2.36.h) CLEAN AIR ACT

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

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

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

2.36.i) FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

2.36.j) NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

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

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

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

2.36.m) PROCUREMENT OF RECOVERED MATERIALS

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

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

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

2.36.n) DHS SEAL, LOGO, AND FLAGS

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

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

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

2.36.p) ACCESS TO RECORDS

1. The Contractor agrees to provide the City of Miami, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

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

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined in 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters too.
- (3) This certification is a material representation of fact relied upon by the City of Miami. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City of Miami, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.37. NON-FEDERALLY FUNDED PROJECTS

2.37.a) INTRODUCTION

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

2.37.b) LIVING WAGE ORDINANCE

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

2.37.c) PERFORMANCE BOND

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

2.37.d) LOCAL PREFERENCE

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



3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

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

INTRODUCTION

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

SERVICES COVERED

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

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

ASSIGNMENT OF WORK

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

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

REGULATIONS

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

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

PERMITS

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

OVERTIME WORK HOURS

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

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

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

ATTACHMENT A

INSURANCE ADDENDUM INSURANCE DEFINITIONS, REQUIREMENTS AND CONDITIONS

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

Workers Compensation and Employers Liability

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

Commercial General Liability

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

Commercial Automobile Liability

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

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

Professional/Errors and Omissions Liability

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

Umbrella Liability

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

Environmental Liability

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

Directors and Officers Liability

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

Cyber Liability

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

Commercial Property

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

Commercial Crime

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

Builders Risk

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

Surety Bonds

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

Valuable Papers

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

Additional Requirements

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

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

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

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

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

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

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

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

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

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

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

I

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

FIRM NAME: _____

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

POLICY NUMBER:

APM- 2-19

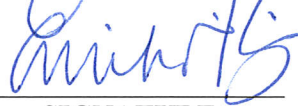
DATE:

March 26, 2019

ISSUED BY:

Emilio T. Gonzalez, Ph.D.

City Manager/Designee



SIGNATURE

CITY OF MIAMI



ADMINISTRATIVE POLICY

<u>REVISIONS</u>	<u>DATE OF REVISION</u>
<u>REVISED SECTION</u> Created	3/26/19

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

PURPOSE:

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

BACKGROUND:

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

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

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

GUIDELINES:

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

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

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

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

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

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

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

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

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

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

ATTACHMENT D

Title: PAVEMENT RESURFACING

IFB No.: 1115382

List of Subcontractors

Completion of Form

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

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

Note:

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

Name of Proposer: _____

Date: _____

Name of Individual Completing Form: _____

Signature: _____

"General Decision Number: FL20200178 01/03/2020

Superseded General Decision Number: FL20190178

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/03/2020

* ELEC0349-002 09/02/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 35.36	12.77

SUFL2013-039 08/19/2013

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

HIGHWAY/PARKING LOT STRIPING:

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

OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 20.22	3.85
OPERATOR: Loader.....	\$ 15.53	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 14.67	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.61	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45	0.00
OPERATOR: Roller.....	\$ 13.67	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.15	0.00
OPERATOR: Tractor.....	\$ 12.19	0.00
OPERATOR: Trencher.....	\$ 14.74	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 12.96	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 19.07	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 12.19	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.07	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vactor Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.17	1.60

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the

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

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

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

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

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END OF GENERAL DECISION

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CERTIFICATION REGARDING LOBBYING

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

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

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

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

Signature of Contractor/Contractor's Authorized Official

Name and Title of Contractor/Contractor's Authorized Official

Date: _____



CITY OF MIAMI LOCAL OFFICE CERTIFICATION

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

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

Solicitation Title: _____

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

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

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

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

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

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

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

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Bidder/Proposer Local Office Address: _____

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

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

Print Name (Bidder/Proposer Authorized Representative)

Signature

Date

STATE OF FLORIDA
COUNTY OF _____

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

(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: October 23, 2020

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

SUBJECT: Recommendation of Award for
Pavement Resurfacing Services

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

ENCLOSURES: Bid Tabulation

RECOMMENDATION:

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

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

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

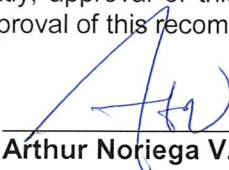
Contract Term: Initial term for a period of three (3) years, with the option to renew for two (2) additional two (2) year periods.

Recommended Vendors: H&R Paving, Inc.

BACKGROUND:

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

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

Approved: 
Arthur Noriega V. City Manager

Date: 10/29/20

AP:tg

c:

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

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

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

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

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

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

Director's Approval: _____

CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Arthur Noriega V
City Manager

DATE: November 23, 2020

FROM: Annie Perez, CPPO, Director
Department of Procurement



SUBJECT: Recommendation of Award for
Pavement Resurfacing Services

REFERENCES: IFB No. 1115382

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

RECOMMENDATION:

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

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

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

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

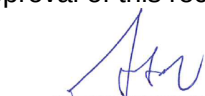
Recommended Vendors: H&R Paving, Inc. ("H&R Paving")

BACKGROUND:

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

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

Approved: _____



Arthur Noriega V. City Manager

Date: _____



AP:tg

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



AGENDA ITEM SUMMARY FORM

File ID: #8453

Date: 01/07/2021

Requesting Department: Department of Resilience and Public Works

Commission Meeting Date: 03/11/2021

Sponsored By:

District Impacted: All

Type: Resolution

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

Purpose of Item:

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

Background of Item:

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

Budget Impact Analysis

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

Total Fiscal Impact:

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

Reviewed By

Department of Resilience and Public Works

Review	Completed	01/07/2021 11:34 AM
Office of Management and Budget	Calvin Fifer	
Office of Management and Budget	Leon P Michel	
City Manager's Office	Nzeribe Ihekweba	
City Manager's Office	Arthur Noriega V	
Legislative Division	Valentin J Alvarez	
Office of the City Attorney	Pablo Velez	
Office of the City Attorney	Barnaby L. Min	
Office of the City Attorney	Victoria Méndez	
City Commission	Nicole Ewan	

Juvenal Santana

Budget Analyst Review
Budget Review
Assistant City Manager Review
City Manager Review
Legislative Division Review
ACA Review
Deputy City Attorney Review
Approved Form and Correctness
Meeting

Department Head

Completed	01/13/2021 6:15 PM
Completed	01/15/2021 8:47 PM
Completed	01/18/2021 11:11 AM
Completed	01/18/2021 1:00 PM
Completed	01/20/2021 3:42 PM
Completed	02/24/2021 1:56 PM
Completed	02/24/2021 2:14 PM
Completed	02/24/2021 5:11 PM
Completed	03/11/2021 9:00 AM



City of Miami

Legislation

Resolution

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

Enactment Number: R-21-0096

File Number: 8453

Final Action Date: 3/11/2021

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

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

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

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

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

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

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

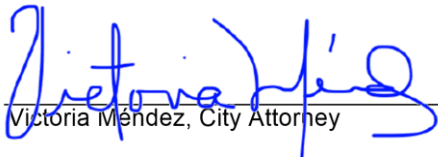
three (3) years with the option to renew for two (2) additional two (2) year periods is hereby accepted.

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

Section 4. The City Manager is authorized¹ to negotiate and execute any and all other documents, including any amendments, renewals, and extensions, subject to all allocations, appropriations, prior budgetary approvals, compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended ("City Code"), including the City's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in forms acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

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

APPROVED AS TO FORM AND CORRECTNESS:


Victoria Méndez, City Attorney 2/24/2021

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

City of Miami

CONTRACT AWARD

Procurement Department

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

SECTION #1 – VENDOR AWARD

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

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

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

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

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

SECTION #3 - REQUESTING DEPARTMENT

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

SECTION #4 - PROCURING AGENCY

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

Prepared By: Aimee Gandarilla, 3/22/2021

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

City of Miami

CONTRACT AWARD

Procurement Department

AMENDMENT NO. 1

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

SECTION #1 – VENDOR AWARD

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

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

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

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

Notes: Pursuant to Section 2.31, Additions /Deletions of Services/Items/Suppliers, the addition of Solid Marking Tape to the contract. Here is the pricing:

Line Item	Item Description	Unit	Quantity	Unit Cost
83	SOLID MARKING TAPE: Includes all labor, material and equipment to install a 12" white solid stripe marking on concrete surface.	LF	1	\$ 26.25
84	NEW SHIELD SIGNS: furnishing and installation of Shield performed thermoplastic 6'x15', 125 MIL signs	EA	1	\$2,404.50

SECTION #3 - REQUESTING DEPARTMENT

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

SECTION #4 - PROCURING AGENCY

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

Prepared By: Aimee Gandarilla, 11/1/2021

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AGENDA ITEM CHEAT SHEET

1. TITLE: IFB 1115382 - PAVEMENT RESURFACING SERVICES

2. TYPE OF CONTRACT (Emergency ratification, SS, Piggyback, IFB, RFP, etc.):

Invitation fo Bid ("IFB")

3. TOTAL FISCAL IMPACT IN THE AGGREGATE:

*\$200,181.50 annually for Group 1 - Non-Federally F

4. SOURCE OF FUNDING:

Parks and Recreation Department ("Parks") and Human Services Department

5. CONTRACT SAVINGS ACHIEVED/REVENUE:

N/A

6. SCOPE OF SERVICES:

This nature of this item is to provide pavement resurfacing and roadway repair services.

7. WHAT IS THE TERM OF THE CONTRACT? (Please include OTR's)

The term of this contract is for an initial three (3) years with two (2), two (2) year options to renew.

8. WHAT IS THE METHOD OF AWARD (Group, Item by Item etc.)?

Award of this contract is made to lowest bidder on a group by group basis with a Primary and Secondary basis.

9. IF CITYWIDE, WHAT ARE THE MOST FREQUENT USER DEPARTMENTS?

Resilience and Public Works

10. NAME OF AWARDEE(S):

H&R Paving, Inc.

11. IS THE AWARDEE THE INCUMBENT?

Yes

12. WHEN DOES THE CURRENT CONTRACT EXPIRE?

AUGUST 13, 2020; Contract on extensions

**13. IS THE PRICING HIGHER, LOWER OR THE SAME AS THE CURRENT CONTRACT?
DESCRIBE PRICE DIFFERENTIAL.**

Approximately the same; federally funded projects are new to the contract - hence pricing.

14. WHAT WAS THE PREVIOUS SPEND ON THE CURRENT CONTRACT?

\$3,765,440.94

**15. HOW MANY BIDDERS/PROPOSERS? IF ONLY ONE BIDDER/PROPOSER, WHAT WERE
THE RESULTS OF THE SURVEY?**

Three (3) Bidders submitted bids.

16. OTHER INFORMATION (Did Local Preference affect the award; was any firm deemed non-responsive; if yes which one(s) and why; was there a BAFO, and any other pertinent information):

There were three (3) Bidders that submitted bids, two (2) were deemed non-responsive, one for not meeting the five (5) year minimum requirement, and the other for not submitting all the documentation stated in the minimum requirements.

*\$200,181.50 annually for Group 1 - Non-Federally Funded Projects and \$200,186.48 annually for Group 2 - Federally Funded Projects (approximately \$1,401,270.50 for Group 1 and \$1,401,305.36 for Group 2 for all seven (7) years.



AGENDA ITEM SUMMARY FORM

FILE ID: _____

Date: 10/26/2020

Requesting Department: RPW

Commission Meeting Date: 3/11/2021

District Impacted: ALL

Type: ☒ Resolution ☐ Ordinance ☐ Emergency Ordinance ☐ Discussion Item ☐ Other _____

Subject: Invitation for Bid ("IFB") No. 1115382 - Pavement Resurfacing Services

Purpose of Item:

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

Background Information:

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

Budget Impact Analysis

Does the proposed purchase, legislation, project, or agreement involve a matter for which the Department/Office is requesting payments to occur beyond one (1) year? Please check one: Yes ☐ No ☒ If yes, please describe in writing below the lease, debt, loan, or other financial obligation structure being requested in order to fund/finance your proposed purchase, legislation, project, or agreement: _____

☐ Yes ☒ No Is this item related to revenue?

☒ Yes ☐ No Is this item an expenditure? If so, please identify funding source below.

General Account No.: 40-B73102E

Special Revenue Account No.: _____

OCI Project No.: _____

☐ Yes ☒ No Is this Item funded by bonds?

Start Up Capital Cost: _____

Maintenance Cost: _____

Total Fiscal Impact: \$200,176.35 annually Group 1; \$200,181.33 annually Group 2; See background notes.

Does the item require approval from the following departments?

- ☐ Grants
- ☐ Procurement
- ☐ Risk

Final Approvals

(SIGN AND DATE)

Dept. Director _____

**all other approvals will be done through Accela*

..Title

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

..Body

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

WHEREAS, RPW has a continued need for pavement resurfacing and roadway repair services, on an as needed basis.; and

WHEREAS, on September 11, 2020, the Department of Procurement ("Procurement") on behalf of RPW, issued IFB No. 1185386, for the provision of pavement resurfacing and roadway repair services, on an as-needed basis. As required by the Procurement Code, the IFB was advertised and issued on-line.

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

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

Section 2. The bid received October 9, 2020 pursuant to IFB 1115382 from, the lowest responsive and responsible Bidder, H&R Paving, for the provision of pavement resurfacing and roadway repair services on an as-needed basis for an initial contract term of three (3) years, with the option to renew for two (2) additional two (2) year periods. allocating funds from RPW's' Account No. 0001.208000.534000.0000.00000 and other funding sources, subject to the availability of funds and budget approval at the time of need, is accepted.

Section 3. he City Manager{1} is authorized to negotiate and execute all other documents, including any amendments, renewals, and extensions, subject to allocations, appropriations and prior budgetary approvals, and in compliance with all applicable provisions of the City Code, as amended, including, the City of Miami's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in a form acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

APPROVED AS TO FORM AND CORRECTNESS:

VICTORIA MÉNDEZ
CITY ATTORNEY

..Footnotes

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

{2} This Resolution shall become effective as specified herein unless vetoed by the Mayor within ten (10) days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission or upon the effective date stated herein, whichever is later.

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REJECTING ALL BIDS RECEIVED IN CONNECTION WITH RFP NO. 23-0307200 AND FURTHER AUTHORIZING AND APPROVING RE-ADVERTISEMENT AND RE-ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR SESAME STREET CULVERT REPLACEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, Florida ("City Commission") issued a Request for Proposals, RFP No. 23-0307200, to solicit competitive proposals from qualified firms for the Sesame Street Culvert Replacement; and

WHEREAS, three (3) proposals were received on April 3, 2023 in response to RFP No. 23-0307200; and

WHEREAS, the Interim City Manager recommends that the proposals received in connection with RFP No. 23-0307200 be rejected based upon the proposed budget for the project; and

WHEREAS, the City further desires to re-issue a Request for Proposals ("RFP") for Sesame Street Culvert Replacement; and

WHEREAS, the City Commission of the City of Opa-Locka finds that it is in the best interest of the City and its residents to reject all bids in connection with RFP No. 23-0307200.

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

SECTION 1. RECITALS

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby reject all bids in connection with RFP No. 23-0307200 and further approves and authorizes the re-advertising and re-issuance of a Request for Qualifications (RFQ), attached hereto as Exhibit "A", for Sesame Street Culvert Replacement.

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



**City of Opa-locka
Agenda Cover Memo**

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	05.26.2023		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes X	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No X	Yes	No X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No X	RFP/RFQ/Bid#:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No X	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

A resolution authorizing the Interim City Manager to reject all proposals received in connection with RFP No. 23-0307200.

Staff Summary:

The City Commission issued a Request for Proposal to solicit competitive proposals for the Sesame Street Culvert Replacement. Three (3) proposals were received; however, a request is being made to reject the proposals based on the proposed budget and to re-advertise a Request for Proposal (RFP).

Financial Impact – The Financial Impact is limited to the cost of re-advertising which could be up to \$3,000. Any advertising costs will be charged to 19-515491 which has \$16,646 available.

Proposed Action:

Staff recommends the approval of this request to reject all proposals submitted and readvertise an RFP.

Attachment:

Bid Certification
Copy of proposals received



**CITY OF OPA-LOCKA
CERTIFICATION**

**REQUEST FOR PROPOSAL
RFP NO. 23-0307200
SESAME STREET CULVERT REPLACEMENT**

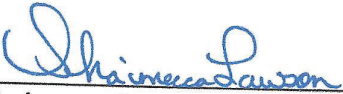
I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed proposal(s) were received and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 10:10 a.m. this 3rd day of April, 2023.

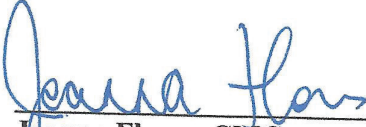
PROPOSAL(S) RECEIVED

<u>NAME/ADDRESS</u>	<u>TOTAL BASE BID PRICE</u>
1. The Stout Group, LLC 10850 NW 138 th Street Bay #3 Hialeah Gardens, FL 33018 Contact: Joey Sanchez, Manager Tele: 786.452.1481 Email: jsanchez@thestoutgroup.com Website: www.thestoutgroup.com	\$ 1,667,541.00
2. DMSI David Mancini & Sons, Inc. 2601 Wiles Road Pompano Beach, FL 33073 Contact: Fabio Angarita, Vice President Tele: 954.977.3556 Email: md.rahman@safaconstruction.net	\$ 1,601,492.25
3. Lanzo Construction Company 125 SE 5 th Court Deerfield Beach, FL 33441 Contact: James M. Tilli, Asst. Secretary Tele: 954.973.9700 Website: www.lanzo.net	\$ 1,657,738.25

Please note that the proposals from The Stout Group, LLC, and Lanzo Construction Company were submitted via Demand Star (e-bid) and provided to the City Clerk by the City Manager's Office on March 31, 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

BIDDER:



**DAVID MANCINI
& SONS, INC.**

2601 Wiles Road, Pompano Beach
FL. 33073

BID FOR:
City of Opa-Locka

BID NAME:
Sesame Street Culvert Replacement

BID No. / Project No.:
23-0307200

DUE DATE & TIME:
March 30th @ 2:00 pm

SUBMITTAL INSTRUCTIONS:
Hand-delivered One (1) Original and Six (6) Copies
And One (1) USB Flash Drive or via Demand-star to:
City of Opa-Locka,
Office of the City Clerk,
780 Fisherman Street, 4th Floor, Opa-Locka, FL. 33054

BID OPENING LOCATION
City of Opa-Locka,
Office of the City Clerk,
780 Fisherman Street, 4th Floor,
Opa-Locka, FL. 33054

THE CITY OF OPA-LOCKA
OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

TO THE COMMISSION OF THE CITY OF OPA-
LOCKA, FLORIDA

Ladies and Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Opa-Locka, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Office of the City Engineer of Opa-Locka, which are referred to below and made a part hereof, at the following combination of lump sum prices:

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
1.	Lump Sum (Divided into 2 or 4 payments See Measurement and Payment for Conditions)	For performing preparatory work and operations in mobilizing for beginning the work of the Project, but excluding materials and permit costs, both of which are paid under other payments items, the lump sum of <u>One Hundred and Forty-One Thousand</u> Dollars and <u>Zero</u> Cents	\$ <u>141,000.00</u>
2.	195 LF	For selling and delivering to the City 66-inch SRASP pipe and joints by Contech, or approved equal, for the three (3) barrel culvert installation, the price per linear foot of <u>Six Hundred</u> Dollars and <u>Zero</u> Cents	\$ <u>117,000.00</u>
3.	195 LF	For installing 66-inch SRASP pipe and joints by Contech, or approved equal, for the three (3) barrel culvert, price per linear foot of <u>One Thousand Five Hundred</u> Dollars and <u>Zero</u> Cents	\$ <u>292,500.00</u>

BP-1

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
4.	140 LF	For selling and delivering to the City General Guardrail per FDOT index No. 400 with mechanical appurtenances required, the price per linear foot of <u>One Hundred and Thirty</u> Dollars and <u>Zero</u> Cents	\$ <u>18,200.00</u>
5.	140 LF	For installing City General Guardrail per FDOT index No. 400 with mechanical appurtenances required, the price per linear foot of <u>Three Hundred and Sixty-seven</u> Dollars and <u>Zero</u> Cents	\$ <u>51,380.00</u>
6.	Lump Sum	For demolition and removal of existing three (3) 66-inch concrete pipe culvert with headwalls and retaining walls, the lump sump of <u>Seventy-Seven Thousand</u> Dollars and <u>Zero</u> Cents	\$ <u>77,000.00</u>
7.	465 CY	For the excavating of existing backfill material at existing Culvert location, the price per cubic yard of <u>Two Hundred and Fifty</u> Dollars and <u>Zero</u> Cents	\$ <u>116,250.00</u>
8.	Lump Sum	For providing adequate bypass pumping to maintain uninterrupted Canal flow during construction, the price per lump sump of <u>One Hundred Thousand</u> Dollars and <u>Zero</u> Cents	\$ <u>100,000.00</u>

BP-2

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
9.	Lump Sum	For selling and delivering to the City all necessary erosion control measures specified on plans, including Turbidity Barriers and Drop Inlet Sediment Protection required, the price per lump sum of Six Thousand Dollars and Zero Cents	\$ 6,000.00
10.	Lump Sum	For furnishing and installing all necessary erosion control measures specified on plans, including Turbidity Barriers and Drop Inlet Sediment Protection required, the lump sum price of Thirty-Eight Thousand Dollars and Zero Cents.	\$ 38,000.00
11.	45 CY	For selling and delivering to the City Concrete for the installation of 10-inch thick Concrete Pavement (min. 3,000 psi at 28-day) per FDOT index No. 350, the price per cubic yard of Three Hundred and Fifty Dollars and Zero Cents.	\$ 15,750.00
12.	45 CY	For constructing 10-inch thick Concrete Pavement (min. 3,000 psi at 28-day) per FDOT index No. 350, as indicated in the Plans, the price per cubic yard of Six Hundred and Fifty Dollars and Zero Cents.	\$ 29,250.00
13.	405 SF	For constructing 4-inch thick sidewalk and ramp curbing to match existing per FDOT index No. 310, the price per square foot of Eighty- Seven Dollars and Zero Cents.	\$ 35,235.00

BP-3

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
14.	150 SF	For constructing new concrete curb and gutter per FDOT index No. 300, the price per square foot of <u>Eighty- Five</u> Dollars and <u>Zero</u> Cents.	\$ <u>12,750.00</u>
15.	150 CY	For furnishing and placing suitable Backfill required for Culvert placement, the price per cubic yard of <u>Four Hundred and Thirteen</u> Dollars and <u>Zero</u> Cents.	\$ <u>61,950.00</u>
16.	165 TON	For furnishing and installing Rubble (Broken Stone) at Culvert embankment for the rip-rap installation as per FDOT index No. 530, the price per ton of <u>Eight Hundred and Thirty- Three</u> Dollars and <u>Zero</u> Cents.	\$ <u>137,445.00</u>
17.	10 CY	For furnishing and constructing cast-in-place Mitered End Sections at Culvert pipe barrels per FDOT index No. 430-021, the price per cubic yard of <u>Three Thousand Four Hundred</u> Dollars and <u>Zero</u> Cents.	\$ <u>34,000.00</u>

BP-4

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
18.	1025 SY	For milling (nominal 1 inch thick), surface course for permanent paving repairs, the price per square yard of _____ Twelve _____ Dollars and _____ Zero _____ Cents.	\$ <u>12,300.00</u>
19.	1025 SY	For constructing for Type "V" permanent paving repairs as per details provided in plans, the price per square yard of _____ Thirty _____ Dollars and _____ Zero _____ Cents.	\$ <u>30,750.00</u>
20.	Lump Sum	For replacing pavement markings damaged, removed, or obliterated by the contractor's operation, the lump sum price of _____ Fourteen Thousand _____ Dollars and _____ Zero _____ Cents.	\$ <u>14,000.00</u>
21.	40 SY (Contingent Item)	For restoring sodded area, the price per square yard of _____ Three Hundred _____ Dollars and _____ Zero _____ Cents.	\$ <u>12,000.00</u>
22.	Lump Sum	For providing full Traffic Control during construction, Maintenance of Traffic, the lump sum price of _____ Thirty- Eight Thousand _____ Dollars and _____ Zero _____ Cents.	\$ <u>38,000.00</u>

BP-5

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
23.	2100 SF (Contingent Item)	For sheeting and shoring ordered left in place by the Engineer, the price per square foot of Zero _____ Dollars and _____ Ten _____ Cents.	\$ <u>210.00</u>
24.	465 CY (Contingent Item)	For removal, transport and legal disposal of unsuitable backfill materials, including tipping fees, the price per cubic yard of _____ Forty- Seven _____ Dollars and _____ Zero _____ Cents.	\$ <u>21,855.00</u>
25.	Sub-Total – Bid Items 1 through 25	\$ <u>1,412,825.00</u>	
26.	Dedicated Allowance	For providing uniformed, off-duty policemen for the purpose of maintenance of traffic, the aggregate sum of _____ Five Thousand _____ Dollars and _____ Zero _____ Cents.	\$ <u>5,000.00</u>
27.		For all cost of required permit fees, impact fees, <u>if required by the Engineer</u> , the sum of 3% of the Subtotal, Item 26 (0.03) x (Subtotal, Item 26) Forty- Two Thousand Three Hundred Eighty-Four _____ Dollars and _____ Seventy-Five _____ Cents.	\$ <u>42,384.75</u>

BP-6

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
28.		For unforeseen conditions, for minor construction changes and for quantity adjustments, <u>if ordered by the Engineer</u> , the sum of 10% of the Subtotal, Item 25 (.10) x (Subtotal, Item 25) One Hundred Forty-One Thousand <u>Two Hundred Eighty-Two</u> Dollars and <u>Fifty</u> Cents.	\$ <u>141,282.50</u>
29.	TOTAL BID – (Sum of Bid Item Nos. 26, 27, 28 and 29)	\$ <u>188,667.25</u>	

Note: For a detailed description of each Quotation Item, refer to Section 01025 of the Specifications entitled "Measurement and Payment."

THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

The City of Opa-Locka reserves the right to waive any informality in any bid and to reject any or all bids.

TOTAL BASE BID PRICE FOR PROPOSAL (ITEMS 1 THROUGH 29): \$ 1,601,492.25
(FIGURES)

One Million Six Hundred and One Thousand Four Hundred and Ninety-Two Dollars and
Twenty-Five Cents

AMOUNTS SHALL BE SHOWN ON BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the bid proposal and in the TOTAL BASE BID PRICE are costs for complying with the Florida Trench Safety Act, F.S. 553.60 et. seq. The Bidder by signing and submitting the Trench Safety Act Compliance Statement is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards.

Contract award shall be based upon the total base bid price, as identified above, by the lowest responsive, responsible bidder.

David Mancini and Sons, Inc.

FIRM NAME (PRINT)



BIDDER'S SIGNATURE

Fabio Angarita Vice President

BP-8

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

 AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

DAVID MANCINI & SONS, INC
2601 Wiles Rd.
Pompano Beach, FL 33073

SURETY:

(Name, legal status and principal
place of business)

**Travelers Casualty And Surety
Company Of America**
1441 W. Long Lake Rd.
Troy, MI 48098

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

OWNER:

(Name, legal status and address)

City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa Locka, FL 33054

BOND AMOUNT: FIVE PERCENT OF BID AMOUNT (5%)

PROJECT: SESAME STREET CULVERT REPLACEMENT - Bid No. 23-0307200

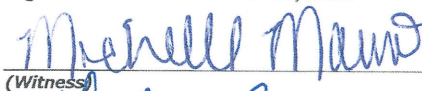
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this March 13, 2023.


(Witness)


(Witness)

DAVID MANCINI & SONS, INC
(Principal)

(Seal)

(Title)
Travelers Casualty And Surety Company Of America
(Surety)

(Seal)

Angelo G. Zervos, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Angelo G Zervos** of **SOUTHFIELD**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

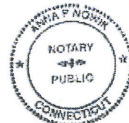
By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **13th** day of **March**, 2023



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Sesame Street Culvert Replacement

RFP#23-0307200

ADDENDUM-01

Please see below, the link with the Engineering Report and Permit Set Plans for the Sesame Street Culvert Replacement.

https://opalocka305-my.sharepoint.com/personal/agross_opalockafl_gov/_layouts/15/onedrive.aspx?id=%2Fpersonal%2Fagross%5Fopalockafl%5Fgov%2FDocuments%2FSesame%20Street%20Culvert&ga=1



Sesame Street Culvert Replacement

RFP#23-0307200

ADDENDUM-02

Please see responses to all questions asked to date.

1. What is the Substantial and Final completion time frame for this project?
Six months from the issued NTP.
2. Is there an Engineer's Estimate? If so can you please provide.
The document will be included in the previous link provided for easy access.



Sesame Street Culvert Replacement

RFP#23-0307200

ADDENDUM-03

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

Date changed from March 7, 2023, 2023 at 2:00 p.m. to March 13, 2023 at 2:00 p.m.



Sesame Street Culvert Replacement

RFP#23-0307200

ADDENDUM-04

Please see responses to all questions asked to date.

1. Can the length of runs of pipe can be verified?
The length of pipe is 60 LF.
2. Can you confirm if a 14ga is adequate?
14ga is adequate.



Sesame Street Culvert Replacement

RFP#23-0307200

ADDENDUM-05

A Bid Bond, a certified check, cashier's check, Treasurer's check or bank draft of any State or National Bank in the amount of five percent **(5%) of the total bid amount must be submitted as an original hard copy prior to the closing date and time of the solicitation.** The bonding company must appear on the US Treasury List. The Bid Bond of the successful Proposer will be retained until receipt and acceptance of a performance bond and all other required documents. Bid Bonds of all other Bidders will be returned without interest upon Award of Contract. **Failure to provide the bid bond when required shall result in the Bidder being "non-responsive" and rejected. The original bid bond must be delivered prior to the closing of the solicitation to the address listed on the Bidder's Acknowledgment Form with the name of the solicitation clearly indicated.**

In addition, the date to submit proposals for RFP No. 23-0307200 has changed from March 13, 2023 at 2:00 p.m. to March 30, 2023 at 2:00 p.m.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MANCINI, DAVID A

DAVID MANCINI & SONS, INC.

2601 WILES ROAD

POMPANO BEACH FL 33073

LICENSE NUMBER: CUC044220

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



**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

MELEHAN, FRANCIS PATRICK

DAVID MANCINI & SONS, INC
26124 N TURKEY CREEK ROAD
EVERGREEN CO 80439

LICENSE NUMBER: CGC1506008

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

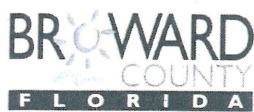


Do not alter this document in any form.

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

3A MAJOR ROADS (ASPHALT AND CONCRETE PAVING FOR
INTERSTATE, PRIMARY, SECONDARY, AND ARTERIAL
ROADWAYS AND AIRPORTS AND WORK INCIDENTAL
THERETO)

00-1650-W
MANCINI, DAVID A. - QUALIFYING
DAVID MANCINI & SONS, INC.
2601 WILES ROAD
POMPANO BEACH FL 33073
EXPIRES 08/31/2023



CERTIFICATE OF COMPETENCY

Detach and **SIGN** the reverse side of this
card **IMMEDIATELY** upon receipt! You
should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card
every two years.

MANCINI, DAVID A.
8835 NW 58 CT
PARKLAND FL 330670000

BROWARD COUNTY, FLORIDA

CERTIFICATE OF COMPETENCY

3A MAJOR ROADS (ASPHALT AND CONCRETE
PAVING FOR INTERSTATE, PRIMARY,
CC# SECONDARY, AND ARTERIAL ROADWAYS AND
AIRPORTS AND WORK INCIDENTAL THERETO)
00-1650-W MANCINI, DAVID A. - QUALIFYING
DAVID MANCINI & SONS, INC.
2601 WILES ROAD
POMPANO BEACH FL 33073
EXPIRES 08/31/2023

Business Tax Office
150 NE 2nd Ave.
Deerfield Beach, FL 33441
Phone: (954) 480-4333
E-mail: web.btr@deerfield-beach.com



Business Tax Receipt License
2022 - 2023
License Number: 2023-466097
Date Issued: 9/8/2022
Expires: 9/30/2023

DAVID MANCINI & SONS INC
2601 WILDES RD
COCONUT CREEK, Florida 33073

Classification: EXCAVATION WORK
Business Location: 2601 NW 48 STREET DFB 33073
Service(s): UNDERGROUND UTILITY /
EXCAVATION

Tax Amount: \$58.80	Add Fees: \$64.80	Penalty: \$0.00	Total Amount Paid: \$123.60
---------------------	-------------------	-----------------	-----------------------------

Notice: This tax receipt becomes *NULL* and *VOID* if ownership, business name, or address changed.
Business owner **must** apply to Business Tax Office for Transfer.

Detach and retain for your records

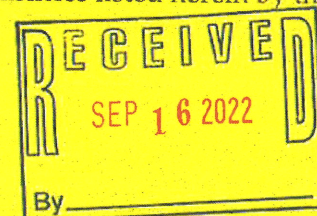
- This Business Tax Receipt represents proof of payment of your Business Tax Fee for the period of October 1 to September 30th. Please exercise diligence in maintaining this receipt.
- Once you have obtained a Deerfield Beach Business Tax Receipt, you will be sent a renewal notice each year beginning July 1st, (90 days prior to expiration) to the address listed on the Receipt. Please check all Receipt information and report any errors to us immediately. The City may impose fines and penalties for failure to renew this Receipt.
- Your current Receipt shall be posted so that it is able to be viewed by anyone upon entering your place of business.
- If you change your business name, ownership or location, you must apply for a new Tax Receipt.
- If you have more than one location, you must obtain a Receipt for each location.
- For information on signage regulations, visit the City's website at <http://www.deerfield-beach.com/signage>

Increase traffic to your business by participating in the City's Recycling Rewards Program!

Residents who recycle on a regular basis are accumulating points to be redeemed for rewards at participating businesses to claim discounts and gift certificates. Participating businesses see increased traffic from this program and those that have a commercial recycling account serviced by the City receive additional rewards.

To learn how to have your business become a Rewards Partner, please contact Recycling Perks at ifor@recyclingperks.com. For information on how to set up a commercial recycling account, contact the City's Recycling Division at 954-480-4454.

This Receipt does not represent an endorsement or certification of the business listed herein by the City of Deerfield Beach.



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: DAVID MANCINI & SONS INC

Receipt #: 180-300656
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: FRANCIS PATRICK MELEHAN
Business Location: 2601 WILES ROAD
POMPANO BEACH
Business Phone: 954-977-3556

Business Opened: 08/02/2019
State/County/Cert/Reg: CGC1506008
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
10

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

DAVID MANCINI & SONS INC
2601 WILES ROAD
POMPANO BEACH, FL 33073

Receipt # WWW-21-00253910
Paid 09/08/2022 27.00

2022 - 2023

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: DAVID MANCINI & SONS INC

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Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

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State/County/Cert/Reg: CGC1506008
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
10

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt # WWW-21-00253910
Paid 09/08/2022 27.00



03/06/2023

To Whom It May Concern

RE: Financial Statement

To Whom It May Concern:

We at David Mancini & Sons, Inc. would like to thank you for the opportunity to serve the City of Opa-Locka; however, our financial statement is proprietary and confidential and therefore, we do not wish it be made public.

Our financial records are available for your appropriate staff to review at our accounting office in Pompano Beach, FL. Please advise us 48 hours in advance.

If you have any questions regarding our financial information, please feel free to contact our Controller, Kimberley Weldon at (954) 977-3556.

Sincerely,

David Mancini, President
David Mancini & Sons, Inc.

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



6748702

RECEIPT NO.

RENEWAL

7022106

BUSINESS NAME/LOCATION

DAVID MANCINI & SONS INC

2655 S LE JEUNE RD # 545

CORAL GABLES, FL

33134-5832



EXPIRES
SEPTEMBER 30, 2023

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

OWNER

DAVID MANCINI & SONS INC

C/O DAVID MANCINI PRES

SEC. TYPE OF BUSINESS

196

GENERAL BUILDING

CONTRACTOR

**PAYMENT RECEIVED
BY TAX COLLECTOR**

57.00 09/07/2022

INT-22-407714

Worker(s)

14

CGC1506008

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



Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



6748702

RECEIPT NO.

RENEWAL

7437899

BUSINESS NAME/LOCATION
DAVID MANCINI & SONS INC
2655 S LE JEUNE RD # 545
CORAL GABLES, FL
33134-5832



EXPIRES
SEPTEMBER 30, 2023

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

OWNER
DAVID MANCINI & SONS INC
C/O DAVID MANCINI PRES

SEC. TYPE OF BUSINESS

196 SPECIALTY
ENGINEERING
CONTRACT

**PAYMENT RECEIVED
BY TAX COLLECTOR**

240.00 09/07/2022
INT-22-407702

Worker(s) 75

CUC044220

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



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: DAVID MANCINI & SONS INC
Business Name:

Owner Name: DAVID MANCINI
Business Location: 2601 WILES ROAD
POMPANO BEACH
Business Phone: 954-977-3556

Receipt #: 189-238757
Business Type: ALL OTHER TYPES CONTRACTOR
(UNDERGROUND UTILITY &
EXCAVATION)
Business Opened: 01/27/2011
State/County/Cert/Reg: CUC044220
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
10

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

DAVID MANCINI & SONS INC
2601 WILES ROAD
POMPANO BEACH, FL 33073

Receipt # WWW-21-00253906
Paid 09/08/2022 27.00

2022 - 2023

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: DAVID MANCINI & SONS INC
Business Name:

Owner Name: DAVID MANCINI
Business Location: 2601 WILES ROAD
POMPANO BEACH
Business Phone: 954-977-3556

Receipt #: 189-238757
Business Type: ALL OTHER TYPES CONTRACTOR
(UNDERGROUND UTILITY &
EXCAVATION)
Business Opened: 01/27/2011
State/County/Cert/Reg: CUC044220
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
10

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt # WWW-21-00253906
Paid 09/08/2022 27.00



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 11, 2022

DAVID MANCINI & SONS, INC.
2601 WILES ROAD
POMPAHO BEACH, FLORIDA 33073

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, MINOR BRIDGES, ASPHALT RESTORATION, DIRECTIONAL DRILLING, PUMPS STATIONS, UNDERGROUND UTILITY (WATER & SEWER).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor AA
for

Alan Autry, Manager
Contracts Administration Office

AA:cg



DAVIMAN-01

DAVIDL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2022

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 Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Brenda Laflamme	
	PHONE (A/C, No, Ext): (407) 998-5421 15421 FAX (A/C, No): (407) 788-7933	
	E-MAIL ADDRESS: Brenda.Laflamme@ioausa.com	
INSURED David Mancini & Sons, Inc. 2601 Wiles Rd Pompano Beach, FL 33073	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty County Mutual Insurance Company	19544
	INSURER B : Zurich American Insurance Company	16535
	INSURER C : Indian Harbor Insurance Company	36940
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ X, C, U ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X	X	TB5-Z51-292589-032	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	AS7-Z51-292589-042	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC2-Z51-292589-062	4/1/2022	4/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Leased/Rented			CPP6939810-00	4/1/2022	4/1/2023	Ded: \$5,000 \$ 525,000
C	Prof & Poll Liab			PEC005881301	4/1/2022	4/1/2023	\$1mm each claim/agg 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

David Mancini & Sons, Inc. - FOR INFORMATIONAL PURPOSES ONLY
2601 Wiles Rd
Pompano Beach, FL 33073

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

 - A034287

ACORD 25 (2016/03)

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Detail by Entity Name

Florida Profit Corporation
DAVID MANCINI & SONS, INC.

Filing Information

Document Number	P10000086044
FEI/EIN Number	27-3716806
Date Filed	10/20/2010
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Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/23/2015
Event Effective Date	NONE

Principal Address

2601 Wiles Road
Pompano Beach, FL 33073

Changed: 02/03/2020

Mailing Address

2601 WILES ROAD
POMPANO BEACH, FL 33073

Changed: 05/15/2017

Registered Agent Name & Address

MANCINI, DAVID A
2601 WILES ROAD
POMPANO BEACH, FL 33073

Address Changed: 05/15/2017

Officer/Director Detail

Name & Address

Title P

MANCINI, DAVID
1875 N HIBISCUS DRIVE
Miami, FL 33181

Title SECR

MANCINI , DAVID A, Jr.
1875 N. HIBISCUS DRIVE
MIAMI, FL 33181

Title VP

Mancini, David A, Jr.
1875 N HIBISCUS DRIVE
Miami, FL 33181

Title VP

MANCINI, RICHARD
2601 WILES ROAD
POMPANO BEACH, FL 33073

Title Vice-President

Angarita, Fabio
2601 Wiles Road
Pompano Beach, FL 33073

Annual Reports

Report Year	Filed Date
2021	01/29/2021
2022	02/01/2022
2022	02/22/2022

Document Images

02/22/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
02/01/2022 -- ANNUAL REPORT	View image in PDF format
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02/02/2017 -- ANNUAL REPORT	View image in PDF format
01/26/2016 -- ANNUAL REPORT	View image in PDF format
10/15/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
03/23/2015 -- Amendment	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
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02/24/2012 -- ANNUAL REPORT	View image in PDF format

[02/22/2011 -- ANNUAL REPORT](#)

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[10/20/2010 -- Domestic Profit](#)

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Florida Department of State, Division of Corporations

Request for Taxpayer Identification Number and Certification

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

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

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.

David Mancini & Sons, Inc

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

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

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

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

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.

2601 Wiles Road

6 City, state, and ZIP code

Pompano Beach, FL 33073

7 List account number(s) here (optional)

Requester's name and address (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

2 7 - 3 7 1 6 8 0 6

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 ►

Kimberley Weldon

Controller

Date ► 01/04/2022

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.



MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Department of Transportation and Public Works

Contractor Evaluation

MCC Contract: MT 20200224

Contractor: DAVID MANCINI & SONS INC

Department Contact: JOSE DE FERIA 305-375-1186

Site Project Name: Emergency Culvert Replacement at SW 137 AVE and Bird Rd

Site Location: SW 137 AVE and Bird Rd.

Evaluation Type: Standard Evaluation

FEIN: 273716806

Award Amount: \$742,974.02

Evaluator ID: E217308

Date: 1/12/2021

Period: Project conclusion or closeout

Rating *						Criteria
	4	3	2	1	N/A	
1-	✓					Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	✓					Cost effectiveness & efficiency - Budget compliance & value of work.
3-	✓					Vision - Design - Concepts or adherence to criteria.
4-	✓					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	✓					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	✓					Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	✓					Completeness - Compliance with contract documents, permits, Codes & standards.
8-	✓					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	✓					Commitment - Intangibles & contribution to project success.
10-	✓					Personnel - Quality and dedication of project staff.
11-	✓					Management - Leadership ability.
12-	✓					Quality - Work performed correctly the first time.

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Jose De Feria at Phone# 305-608-9740

Evaluation Reviewed by: Supervisor ☒ Division Chief ☐ Assistant Director ☐ Director ☐

Reviewer Name: JOSE DE FERIA

Reviewer Signature: 01/19/2021

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☒ Fax ☐
Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: David Mancini Jr.

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below

- budget with no change orders or amendments other than owner requested changes.
- 3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.
 - 2 Guarded performance Errors and Omissions documented in writing with timely corrective action.
 - 1 Unresponsive performance documented in writing without timely corrective action.
- N/A. No Information
-

Record updated

Evaluation Refreshers: [Do's and Don'ts](#) [Process and Procedures](#) [Q & A's](#) [Help](#)



MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Department of Transportation and Public Works

Contractor Evaluation

MCC Contract: MT 20200297-R

Contractor: DAVID MANCINI & SONS INC

Department Contact: Leo Salgueiro 305-375-1202

Site Project Name: EMERGENCY CULVERT REPLACEMENT

Site Location: NW 186 ST AND NW 57 AVE

Evaluation Type: Standard Evaluation

FEIN: 273716806

Award Amount: \$349,088.00

Evaluator ID: E215298

Date: 12/7/2021

Period: Project conclusion or closeout ▼

	Rating *					
	4	3	2	1	N/A	Criteria
1-	☒	☐	☐	☐	☐	Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	☐	☐	☐	☐	☒	Cost effectiveness & efficiency - Budget compliance & value of work.
3-	☐	☐	☐	☐	☒	Vision - Design - Concepts or adherence to criteria.
4-	☒	☐	☐	☐	☐	Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	☒	☐	☐	☐	☐	Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	☒	☐	☐	☐	☐	Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	☒	☐	☐	☐	☐	Completeness - Compliance with contract documents, permits, Codes & standards.
8-	☒	☐	☐	☐	☐	Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	☒	☐	☐	☐	☐	Commitment - Intangibles & contribution to project success.
10-	☒	☐	☐	☐	☐	Personnel - Quality and dedication of project staff.
11-	☒	☐	☐	☐	☐	Management - Leadership ability.
12-	☒	☐	☐	☐	☐	Quality - Work performed correctly the first time.

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

OSVALDO MONTERO

at phone# 786-473 0125

Evaluation Reviewed by: Supervisor ☒ Division Chief ☐ Assistant Director ☐ Director ☐

Reviewer Name: Leo Salgueiro



Reviewer Signature: _____

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☒
Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: DAVID HEARN, DMSI

* Rating Key

- 4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.
- 3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.
- 2 Guarded performance Errors and Omissions documented in writing with timely corrective action.
- 1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

12/7/2021 - Project conclusion or closeout ▼

[Save/Update](#)[EMail Leo Salgueiro](#)[EMail Leo Salgueiro](#)[Print](#)[Delete](#)[Exit](#)

Date Last Edited : 04/29/2010 -16:35:06

DAVID MANCINI & SONS, INC. - ONGOING PROJECTS						
PROJECT ID	PROJECT	VALUE	NAME/ADDRESS/PHONE #	% WORK REMAINING	STATUS	BONDED
21-MD-EM72	WASD - S-963 - 10" HDD Force Main and 72" Valve Replacement	\$ 1,440,000	Miami Dade-WASD- 3071 SW 38th Ave., Miami FL 33146 (305)-665-7477	85%	On-going Construction	Yes
21-DB-3AVE	City of Delray Beach - Design and Build NE 3RD Avenue Streetscape	\$ 1,682,854	City of Delray Beach-100 NW First Ave., Delray Beach FL 33444 (561)-243-7000	80%	On-going Construction	Yes
21-NM-NE35	City of North Miami Beach - 35TH Avenue Roadway and Water Main Improvements	\$ 4,700,000	City of North Miami Beach-17011 NE 19th Ave., North Miami Beach FL 33162 (305)-947-7581	50%	On-going Construction	Yes
21-PL-SPS3	City of Plantation - Lift Station #3 Replacement	\$ 877,764	City of Plantation- 500 NW 65th Ave., Plantation FL 33317 (954)-513-3510	37%	On-going Construction	Yes
21-DB-SE10	City of Delray Beach - SE 10TH Street Signalization Improvements	\$ 196,704	City of Delray Beach- 100 NW First Ave., Delray Beach FL 33444- (561)-243-7000	40%	On-going Construction	Yes
21-FL-PC12	City of Fort Lauderdale - Port Condo Water Main Improvements Design and Build	\$ 912,000	City of Fort Lauderdale- 100 N Andrews Ave., Fort Lauderdale FL 33301- (954)-828-8000	90%	On-going Construction	Yes
21-FL-ANSW	City of Fort Lauderdale - Storm Sewer Annual	\$ 20,331,483	City of Fort Lauderdale- 100 N Andrews Ave., Fort Lauderdale FL 33301- (954)-828-8000	40%	On-going Construction	Yes
21-FL-EDGE	City of Fort Lauderdale Edgewood Stormsewer Improvements	\$ 14,471,000	City of Fort Lauderdale- 100 N Andrews Ave., Fort Lauderdale FL 33301- (954)-828-8000	20%	On-going Construction	Yes
22-SU-BOWM	City of Sunrise - Bonaventure Service Line Replacement	\$ 2,215,325	City of Sunrise- 10770 West Oakland Park Blvd, Sunrise, Florida 33351	5%	On-going Construction	Yes
22-MD-S964	WASD S-964 - Gravity Sewer Along 27 Avenue	\$ 6,181,724	Miami Dade-WASD- 3071 SW 38th Ave., Miami FL 33146 (305)-665-7477	1%	Pre- Construction	Yes

SLIP LINING EXPERIENCE AND REFERENCES

PROJECT NAME	LOCATION	DATES OF CONSTRUCTION	OVERALL SCOPE	SELF PERFORMED	CONTRACT COST	CLIENT'S NAME	CONTACT'S NAME	TELEPHONE	EMAIL ADDRESS
48" SLIP LINING EMERGENCY CULVERT REPLACEMENT NW 57 AVE & NW 186 ST - TROPICAL STORM ETA	Miami Dade County	2021	SLIP LINING OF THE EXISTING 2-54" CULVERTS AND 1-48" CULVERT WITH 2-48" HDPE PIPE AND 1-42" HDPE PIPE, GROUT FILL OF ANNULAR SPACE AND RESTORATION ASSOCIATED.	ALL WORK PERFORMED IN-HOUSE EXCLUDING FINISH ASPHALT, STRIPING, AND CONCRETE.	\$402,298.00	MIAMI DADE COUNTY	ALEJANDRO BARRIOS, Manager DTPW Drainage Design Section	(305) 375-4772	Alex.Barrios@miamidade.gov
EMERGENCY 138-INCH CULVERT REPLACEMENT AT SW 137 AVE AND BIRD	Miami Dade County	2020	SLIP LINING OF EXISTING 138-INCH CULVERT WITH A 120-INCH CMP PIPE WITHOUT TRAFFIC AND FLOWS INTERRUPTIONS, INSTALLATION OF HEADWALLS AND ROADWAY RECONSTRUCTION.	ALL WORK PERFORMED IN-HOUSE EXCLUDING FINISH ASPHALT, STRIPING, AND CONCRETE.	\$811,380.00	MIAMI DADE COUNTY	ALEJANDRO BARRIOS, Manager DTPW Drainage Design Section	(305) 375-4772	Alex.Barrios@miamidade.gov
EMERGENCY 48" FORCE MAIN BREAK REPAIR UNDER OLETA RIVE AND 163RD STREET	Miami Dade County	2019	SLIP LINING EXISTING 48" FORCE MAIN WITH 800 LF OF 42" HIGH-DENSITY POLYURETHANE PIPE TO FIX FORCE MAIN LEAK, 2 48" LINESTOPS AND 1,000 LF OF DUCTILE IRON PIPE.	ALL WORK PERFORMED IN-HOUSE EXCLUDING FINISH ASPHALT, STRIPING, AND CONCRETE.	\$3,650,000	MIAMI DADE WATER AND SEWER	WASD David Vazquez, P.E. Mobile (786) 552-4447 david.vazquez@miamidade.gov	(786) 552-4447	david.vazquez@miamidade.gov



Emergency 138-Inch Culvert Replacement at 137th Avenue and Bird Road

Project Location: Miami Dade County DTPW

Project Description:

Emergency Project to replace a failed 138-Inch Culvert along an arterial roadway near a major intersection in Miami Dade County. Major temporary traffic controls which included modifications to signal timing along a major detour route. 120-Inch CMP relinde while allowing traffic atop and drainage flows within the existing Culvert throughout the installation. With installation of headwalls, relocation of several utilities and roadway restoration

Agency: Miami Dade County DTPW

Agency Contact: Alejandro Barrios, Manager DTPW, Drainage Design Section

Contact Address: 111 NW 1st Street, 15th Floor, Miami FL 33128

Contact Phone Number & E-mail: 305-375-4772, Alex.Barrios@miamidade.gov

Awarded Contract Amount: \$ 811,380.00

Project Manager Name: Evelio Gibert

Project Manager Phone Number & E-mail: 954-551-2324, fangarita@dmsi.co

Status of Project: Commencement date: 07/27/2020 Completion date: 01/04/2021

Bidder Reference Personnel: Employed by Prime Contractor



Emergency Culvert Replacement at NW 57th Avenue and NW 186th Street - Tropical Storm ETA

Project Location: Miami Dade County DTPW

Project Description;

SLIP LINING OF THE EXISTING 2-54" CULVERTS AND 1-48" CULVERT
WITH PROPOSED 2-48" SLIP LINE PIPE AND 1-42" SLIP LINE PIPE AND
RESTORATION ASSOCIATED.

Agency: Miami Dade County

Agency Contact: Alejandro Barrios

Contact Address: 111 NW 1st Street, 16th Floor, Miami FL 33128

Contact Phone Number & E-mail: 305-375-4772, Alex.Barrios@miamidade.gov

Awarded Contract Amount: \$ 402,298.00

Project Manager Name: Fabio Angarita

Project Manager Phone Number & E-mail: 954-551-2324, fangarita@dmsi.co

Status of Project: Commencement date: 09/15/2021 Completion date: 11/30/2021

Bidder Reference Personnel: Employed by Prime Contractor

RYAN KALTZ GENERAL SUPERINTENDENT



Experience:

General Superintendent

Certs: OSHA 30, CPR/First Aid, OSHA Confined Space

Ryan Kaltz has spent most all of his life working for the Mancini Family. He is 3rd generation, his grandfather used to make push rings for the tunnels in Michigan. His father, Daryl, Started working for Richard Mancini, founder of Ric-Man Michigan in 1983. In 2000, Ryan got his first job working for Ric-Man Michigan. First sweeping the floors and picking tools up after the other tradesman.

In 2008, Ryan moved to Miami Beach, FL and started working for David Mancini Sr. at Ric-Man, Intl. He started as a laborer installing water services, soon after becoming foreman installing vacuum sewers in the Florida Keys, lift stations and laterals in Broadview Park, overseeing milling and paving operations along SR-441, and multiple water and drainage installation projects. During the 2010 reorganization of Ric-Man, INTL. Ryan left and came to work for David Mancini at DMSI as a Mainline / Project Closeout Foreman. He became acting Superintendent on the recent projects of: Seaboard Pump Station, Convention Center Pump Station, and Area N 48" WM. He has proven knowledge in the underground construction market.

EXPERIENCE

BROADVIEW PARK – 2009

- Well pointing
- Lift Stations
- Sanitary Sewer / Laterals
- Drainage Installations
- ROW to ROW Restoration.

CITY OF SURFSIDE – 2010

- Water / Drainage Installation
- Water Service / Meter Replacements
- Sewer Point / Lateral Repairs

SWEET WATER PUMP STATIONS

- Clean and Build Pump Stations
- Oversee inspections and close out project

VIRGINIA KEY TUNNEL SHAFT

- Ring Beams, Concrete work for thrust wall and tunnel seal

Emergency Culvert Repair at SW 137 Ave - 2020

- Miami-Dade Public Works Emergency
- Slip-line 140 LF of 120" CMP
- Oversee inspections and project efficiency

ALTON ROAD MIAMI BEACH - 2013

- RCP Drainage and Water Main installation
- Pump Station Installation

CRESPI DRAINAGE IMPROVEMENTS

Built pump station and installed pumps

11TH STREET MIAMI BEACH IMPROVEMENTS

- Watermain / Storm Sewer / Forcemain Improvements
- Raising Road Elevation

CONVENTION CENTER PUMP STATION – 2016

- Install two 35' deep pollution control structures in cofferdam
- Install multiple large concrete structures
- Install 96" RCP connections between structures
- Clean and complete inspections
- Coordinate with subcontractors

SEABOARD PUMP STATION - 2017

- Install a 20' x 50' concrete structure via Caisson method in rock
- Demolition and replacement of storm water pump station
- Coordinate with subcontractors
- Ordering materials

AREA N 48" WM -2018 THRU 2020

- Oversee day to day activities
- Set up MOT
- Review plans for constructability
- Cross major roadways (SR-94 / SR986)
- Oversee cleaning and inspection operations
- Install the C-100 Canal crossing (25 ft underwater)



David Mancini, CUC - President: (954) 605-3982; email: dmancini@dmsi.co

Mr. Mancini has more than 35 years of construction experience from Michigan to Florida, David Mancini has built David Mancini & Sons, Inc. (DMSI) into the premier underground civil contractor in South Florida. David served as President and Qualifier for his father, Richard Mancini, at Ric-Man International, Inc. from 1985-2010. Since incorporating David Mancini & Sons, Inc. in 2010, his "hands on" abilities and vast pool of knowledge have enabled DMSI to become the leader in large diameter pipeline construction. Serving as Design-Build Manager, David Mancini has successfully completed a long list of projects within urban environment throughout South Florida that include the installation of transmission water mains (HDPE), transmission force mains (PCCP & DIP), sanitary sewers, storm sewers, pump stations, jack and bores, micro tunnels, directional drills, roadways, sub-aqueous crossings, and neighborhood improvement projects over the past three decades.

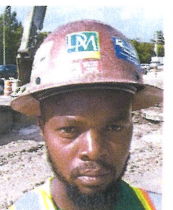


David Mancini Jr. D-B Deputy Project Manager David A. Mancini Jr. has over 15 years of construction experience in South Florida. As a field laborer, David Mancini Jr. began his career in construction at only 15 years old, working on various construction projects for City Municipalities. As a Construction Manager of David Mancini and Sons, Inc., David administers all construction operations, residential public relations, and coordination regarding the construction projects. His specialization and experience is in neighborhood improvement projects, water main replacements, private property.

His management practice consists of a "first person on site and last person to leave" attitude. David's main priority in administering construction operations is limiting at all cost the impact construction operations may impose on the residents.



Fabio Angarita, D-B Construction Project Manager Mr. Fabio Angarita has over 20 years of construction experience in South Florida. Fabio has successfully completed a over \$60 million of municipal projects in highly urban environments throughout South Florida including storm sewer projects, storm sewer pump stations, force mains (PCCP & DIP), sub-aqueous crossings, roadway, and neighborhood improvement projects over the past decade. Fabio administers all construction operations, residential public relations, and coordination in multiple construction projects.



Onique Williams, Pipe Installation Superintendent Mr. Williams, helped start and build DMSI when it first opened it's doors, Onique's career at DMSI is truly a "from the bottom-up" scenario. His positions at DMSI have included personally installing water services to superintending design build large-diameter transmission force mains. Most recently, successfully completed 15,000 LF Design Build of 48-inch PCCP through utility infested and politically sensitive Miami's Wynwood Business Improvemetrn District, Midtown Miami Community Development District, and Miami Design District.



Alejandro Mejia, D-B Safety Manager Mr. Mejia has over 16 years' experience in accounting, construction management and cost estimating in the field of underground utility, roadwork and all facets of civil construction. Alejandro Mejia has over 16 years of experience overseen municipal projects in highly urban environments, airports throughout Dade County, Broward County, Florida including storm sewer projects, storm sewer pump stations, sanitary sewer, force mains, water mains, roadway, and neighborhood improvement projects over the past decade.



Richard Mancini, D-B Quality Assurance / Quality Control (QA/QC): Mr. Richard Mancini has over 9 years' experience in accounting, construction management and cost estimating in the field of underground utility, roadwork and all facets of civil construction. Richard has always been fascinated with the underground industry since a young age, where he would spend his days after school playing and pretend driving all the equipment in our storage yard and starting around 10 years old. Fast forward to present day, Richie is fully immersed in the day to day business of running large diameter pipeline projects for just shy of 4 years.

The key individuals listed above will be performing the work and will not be substituted without the City's approval.



Welcome
Deirdre Gan

≡ MENU

Company Information

Company Name

David Mancini and Sons Inc

Company ID Number

1375926

Doing Business As (DBA) Name

--

DUNS Number

--

Physical Location

Address 1

2601 Wiles Road

Address 2

--

City

Pompano Beach

State

FL

Zip Code

33073

County

BROWARD

Mailing Address

Address 1

--

Address 2

--

City

--

State

--

Zip Code

Additional Information

Employer Identification Number
273716806

Total Number of Employees
20 to 99

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

[View / Edit](#)

NAICS Code
237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

[View / Edit](#)

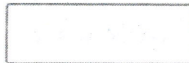
Total Hiring Sites
1

[View / Edit](#)

Total Points of Contact
2

[View / Edit](#)

View Original MOU Template



Last Login: 05/10/2021 06:41 PM

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Enable Permanent Tooltips

Accessibility

Download Viewers

Reference Section	Reference
	Past Performance Reference Check #1 48-Inch P.C.C.P Sewer @ N. Miami Ave.
	Company/Organization Name: Miami Dade Water and Sewer
	Address: 3071 SW 38th Ave., Miami, FL. 33146
	Contact Person: James Ferguson
	Contact Phone Number: 786-552-8756
	Contact E-mail (if applicable): james.ferguson@miamidade.gov
	Date of Contract or Sale: May 15th 2019
	Past Performance Reference Check #2 Lake Osbourne Estates WM
	Company/Organization Name: City of Lake Worth Beach
	Address: 301 College Street Lake Worth Beach, FL. 33460
	Contact Person: Giles Rhoads
	Contact Phone Number: 561-586-1640
	Contact E-mail (if applicable): Grhoads@lakeworthbeachfl.gov
	Date of Contract or Sale: August 26th 2021
	Past Performance Reference Check #3 42-Inch Dip WM & 10-Inch FM
	Company/Organization Name: Miami Dade Water and Sewer
	Address: 3575 South Le June Road, Miami, FL. 33146
	Contact Person: Gary Clarke
	Contact Phone Number: 305-205-6980
	Contact E-mail (if applicable): Gary.Clarke@miamidade.gov
	Date of Contract or Sale: August 20th 2020
	Past Performance Reference Check #4 Regional Master Meter Improvements
	Company/Organization Name: Broward County Water & Wastewater Eng. Division
	Address: 2555 W. Copans Road Pompano Beach, FL. 33069
	Contact Person: Merle Medina
	Contact Phone Number: 754-234-3067
	Contact E-mail (if applicable): mmedina@broward.org
	Date of Contract or Sale: October 20th 2020
	Past Performance Reference Check #5 Cocoplum 1 Sanitary Sewer Pump Station & FM Upgrade
	Company/Organization Name: City of Coral Gables
	Address: 2800 SW 72nd Ave., Miami, FL. 33155
	Contact Person: Noel Polo
	Contact Phone Number: 305-733-0068/ 305-460-5022
	Contact E-mail (if applicable): npolo@coralgables.com
	Date of Contract or Sale: May 6th 2021



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: DAVID MANCINI & SONS INC

Risk ID: 914733286

Rating Effective Date: 04/01/2022

Production Date: 04/25/2022

State: INTERSTATE

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
FL	.15	135,552	193,463	57,911	106,878	45,200	184,148	77,270
GA	.14	8	12	4	0	53,600	0	0
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.15		135,560	193,475	57,915	106,878	45,201	163,455	56,577

	Primary Losses		Stabilizing Value		Ratable Excess	Totals
Actual	(I)	56,577	C * (1 - A) + G 160,427		(A) * (F) 16,032	(J) 233,036
Expected	(E)	57,915	C * (1 - A) + G 160,427		(A) * (C) 20,334	(K) 238,676
	ARAP		FLARAP	SARAP	MAARAP	Exp Mod
Factors			1.00			(J) / (K) .98

REVISED RATING

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

ONE OR MORE CLAIM AMOUNTS HAVE BEEN REDUCED DUE TO EMPLOYER REIMBURSEMENTS

AS PART OF A NET DEDUCTIBLE, EMPLOYER-PAID MEDICAL OR COMPENSATION

REIMBURSEMENT PROGRAM IN THE FOLLOWING JURISDICTIONS: FL

REVISED RATING TO INCLUDE UPDATED DATA FOR: FL, POL. #: WC2Z51292589010, EFF.: 04/01/2020

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EQUIPMENT TYPE

	Description	Make	Model	Year	Serial Number
7 AIR COMPRESSOR					
AC185A	AIR COMPRESSOR	SULLAIR	185DPQCAT	2011	201101040026 SN
AC200B	AIR COMPRESSOR	SULLAIR	200HDPQCAT	2016	201608240035
AC200C	AIR COMPRESSOR	SULLAIR	200HDPQCAT	2016	201608220006
AC375A	AIR COMPRESSOR	SULLAIR	375HDP	2019	201812180018
MAIRC6	AIR COMPRESSOR	SULLAIR	210HDPQ-C	2006	200607280058
MDIVE2	DIVE COMPRESSOR	BROWNIES	CTD390B	2012	
MDIVE3	DIVE COMPRESSOR	BROWNIE'S	CTD390X	2016	21290
12 ATTACHMENTS					
MC4C	PLATE COMPACTOR ATTCHMENT	NPK	C4C	2017	2N1372
MH55D2	HAMMER	CATERPILLAR	H55DS_304_5CR	2012	
SC272A	272 SWEEPER ATTACHMENT	SMITH CHALLE	SCM200	2018	
SC272B	272 SWEEPER ATTACHMENT	SMITH CHALLE	SCM 200	2018	BR-12-18-36
B50DX1A	B50DX1 BREAKER w/ BRACKET	JOHN DEERE	HP-750	2006	
M262BA1	CAT BA18HYD 262C ATTACHME	CATERPILLAR	BA18HYD	2011	AZN03251
B135EX37	B135 EX37 ROCK DRILL RIG				
B365BLPH	B365BL PIPE HOOK	KENCO	PH30000	2007	
B365BLQC	B365BL ATTACHMENT				BTP10033
B470COUP	QUICK DISCONNECT FOR 470	PALADIN	JRB POWERLATCH	2015	AKRPLR92NTX30084
MTTRENCH	MT 30-50" TRENCH PAVER				
TILTROTA	TILTROTATOR PACKAGE	ENGCON	EC206	2019	EC029618
3 BROOM TRACTOR					
SJD520	BROOM TRACTOR	JOHN DEERE	5200	1995	LV5200E420555
BT2615B	BROOM TRACTOR	MASSEY FERG	MF2615	2013	FY814062
BT2660A	BROOM TRACTOR	MASSEY FERG	MF2660	2013	BX15020
16 BUCKET					
B50DX1B	BUCKET - 50D CLEANOUT DIT	JOHN DEERE	ASI 4' BUCKET	2006	
B245G24B	BUCKET - 24" JD 245G	JOHN DEERE	24" ESCO XDP	2017	RH120919
B245G36B	BUCKET - 36" JD 245G	JOHN DEERE	ESCO XDP 36"	2017	RH120908
B305E12A	BUCKET - 12" f CAT 305_5E	WERK BRAU	BKT304_5CCR_12W	2012	183151-1-4
B305E24A	BUCKET - 24" f CAT 305_5E	CATERPILLAR	BKT304_5CCR_24		
B305E40A	BUCKET - 40" f CAT 305_5E	CATERPILLAR	BKT304_5CCR_40D	2012	
B328D24A	BUCKET - 24" f CAT 328D	CATERPILLAR	328E	2013	3460877 or 3460882
B328D48A	BUCKET - 48" f CAT 328D	CATERPILLAR	48" BUCKET	2013	NBC08244
BB135G24	BUCKET - 24" C&P JD 135	C&P	24" SDR .571		
BB245G24	BUCKET - 24" JD 245	JOHN DEERE	24" BUCKET	2016	
BB245G36	BUCKET - 36" JD 245G	JOHN DEERE	36" BUCKET	2016	
BB312 60	BUCKET - 5 FT CAT 60"	CATERPILLAR	60" 312		312DC601002
BB321D24	BUCKET - 24" CAT 321	CATERPILLAR	24" QUEST	2015	
BB321D42	BUCKET - CAT 42" GP f B3	CATERPILLAR	BKT321D_42PMB	2012	GPB-4903-42-0512
BB321DFL	BUCKET - FLECO 42" f B321	FLECO	BKT321D_42FLC	2012	39024
MHYDCLAM	BUCKET - 8 FT HYD CLAMP	PEMBERTON			
2 CEMENT MIXER					
MCEM02	MULTIQUIP CONCRETE MIXER	MULTIQUIP		2015	
MCEM03	CONCRETE MIXER	TK	MC9	2018	3A9S38M18H1168095
3 COMBINATION BACKHOE/LOADER					
C420F1	LOADER/BACKHOE	CATERPILLAR	420F	2012	SKR00457
C420F2	LOADER/BACKHOE	CATERPILLAR	420F	2013	SKR02081
L310SJ1	LOADER/BACKHOE - WHEEL	JOHN DEERE	310 SJ	2011	1T0310SJKB0200975
4 CONCRETE SAW/SAWS					
MSAWS	MISC SAWS CONCRETE/CHAIN				
CSHOND01	SAW 18" WALK BEHIND	HONDA	13HP DITEQ 18"	2011	000106D
M15HYSA2	HYDRAULIC CHAIN SAW	ICS	890F4	2018	00015456
M18STSAW	STREET SAW - 18'	STOW	CD613H18		0303673
3 DOZER					
D650H	DOZER	JOHN DEERE	650H	2002	T0650HX897875

EQUIPMENT TYPE

	Description	Make	Model	Year	Serial Number
DD3K1	DOZER	CATERPILLAR	D3K2XL	2018	KF202415
D750C1	DOZER	JOHN DEERE	750C	2000	T0750CX885243
18 EXCAVATOR					
B50G1	EXCAVATOR - COMPACT	JOHN DEERE	50G	2016	1FF050GXLGH283830
B50G2	EXCAVATOR - COMPACT	JOHN DEERE	50G	2016	1FF050GXPGH284841
B50G3	EXCAVATOR - COMPACT	JOHN DEERE	50G	2016	1FF050GXLGH284850
B85GA	EXCAVATOR- w 24" bu, 42"	JOHN DEERE	85G	2013	1FF085GXVDJ017083
B135GA	EXCAVATOR	JOHN DEERE	135G	2013	1FF135GXPE400155
B245G1	EXCAVATOR	JOHN DEERE	245G LC	2016	1FF245GXTE600911
B245G2	EXCAVATOR	JOHN DEERE	245G LC	2017	1FF245GXCGF800138
B27DZ1	EXCAVATOR	JOHN DEERE	27D ZTX	2011	1FF027DXLA025571
B308LC	EXCAVATOR - HYDRAULIC	KOMATSU	PC308LC3	2004	20094
B321D1	EXCAVATOR	CATERPILLAR	321D LCR	2011	MPG00182
B321D2	EXCAVATOR	CATERPILLAR	321D LCR	2011	MPG00237
B328DA	EXCAVATOR	CATERPILLAR	328D LCR	2013	RMX00449
B365BL	EXCAVATOR	CATERPILLAR	365BL	2002	9TZ00512
B470GA	EXCAVATOR	JOHN DEERE	470G	2015	1FF470GXJEE471106
B60DZ1	EXCAVATOR	JOHN DEERE	60D	2011	1FF060DXHA0280550
B3055D1	EXCAVATOR	CATERPILLAR	305.5DCR	2011	FLZ00360
B3055E1	EXCAVATOR	CATERPILLAR	305_5ECR	2012	FKY00533
B335FL1	EXCAVATOR	CATERPILLAR	335FLCR	2018	FTKNE10275
1 FORKLIFT					
FP360	FORKLIFT	HOIST	P360LC@48	2012	29457
3 GENERATOR					
GNCH11	2200/2400-W GENERATOR	CHICAGO	5.5 HP 2.2/2.4K	2011	
MLITE1	LIGHT TOWER, TOWABLE SM	MAGNUM	MLT3060	2005	51816
MLITE2	LIGHT TOWER w/TRAILER	WACKER NEUSO	LTN6	2017	5XFLN0517HN000524
1 GRADER					
G120H1	GRADER	CATERPILLAR	120H NA	2000	4MK00726
16 LOADER					
L262C2	LOADER - SKID STEER	CATERPILLAR	262C	2011	MST04253
L272D1	LOADER - SKID STEER	CATERPILLAR	272DXHP	2012	SHY00269
L272D2	LOADER - SKID STEER	CATERPILLAR	272DXHP	2012	SHY00267
L272D3	LOADER - SKID STEER	CATERPILLAR	272D2XHP	2017	MD200564
L272D4	LOADER - SKID STEER	CATERPILLAR	272D2XHP	2017	MD200565
L272D5	LOADER - SKID STEER	CATERPILLAR	272D2XHP	2018	MD200950
L272D6	LOADER - SKID STEER	CATERPILLAR	272D2XHP	2019	MD200989
L624KA	LOADER - WHEEL	JOHN DEERE	624K	2013	1DW624KZCDE651292
L624KB	LOADER - WHEEL	JOHN DEERE	624K	2016	1DW624KZVGF674501
L624KC	LOADER - WHEEL	JOHN DEERE	624K	2016	1DW624KZEGF674973
L924GA	LOADER - WHEEL	CATERPILLAR	924G	2004	DDA01241
L924H1	LOADER - WHEEL	CATERPILLAR	924H	2011	092HLHXC02173
L938G1	LOADER - WHEEL	CATERPILLAR	938G II	2004	RTB00746
L938H1	LOADER - WHEEL	CATERPILLAR	938H	2011	MCC00374
L938M1	LOADER - WHEEL	CATERPILLAR	938M	2018	J3R05312
L950KA	LOADER - WHEEL	CATERPILLAR	950K	2013	R4A01321
17 MISCELLANEOUS EQ					
MARCH	ARCH SPREADER	ARCH	SPREADER		9409630
MCAGE	CUSTOM PERSONNEL CAGE	LAKESHORE IN	M332	2016	J-6132
M08MOB	MERCURY 8HP OUTBOARD	MERCURY	ME 8MH 4S	2015	OR672463
M10JOB	JOHNSON 10 OUTBOARD				
M60YOB	YAMAHA 60 OUTBOARD			2013	
MIBeam	I BEAMS				
MSCAM1	SEAVIEW CAMERA	SEAVIEW			
MSTEEL	STEEL PLATES	Steel Plates			see File Attachement
MWHEEL	(2) WHEEL WEAHER	HAENNI	WL101		

EQUIPMENT TYPE

	Description	Make	Model	Year	Serial Number
ARROWBD	ARROW BOARDS (3)	15 LIGHT		2018	
MBORING	3" PNEUMATIC BORING TOOL	VEMREER	VPT300	2019	312716
MFUSION	FUSION MACHINE	MCELROY		2013	C59082
MMWELD1	MIG WELDER	MILLERMATIC	252	2017	MH360109N
MSTEEL1	STEEL PLATES - 5 a. 20'				
MTAPKIT	FEED TAP 3/4-2" PIPE KIT	REED MANUFAC		2017	
MFUSION2	DIPS BUTT FUSION MACHINE	MCELROY	HIGH FORCE		C19949
MNUCGAUG	NUCLEAR DENSITY GAUGE				

8 PUMP

P4DIA	PUMP - 4" DOUBLE DIAPHRAG	MWI	DDP004Y	2018	4DD-1024
P6PVA	PUMP - 6" VAC ASST	PIONEER	PP66S12L71	2016	PP27352
P8PVA	PUMP - 8' VAC ASST TRASH	PIONEER	PP88S12	2004	3031
PJETA	PUMP - 4" JET PUMP	COMPLETE	3JP-D4T-F	2016	9515
PJETC	PUMP - 4" JET PUMP	COMPLETE	DEWATERING	1998	8098
MWPSYS	WELL POINT SYSTEM - MISC				
PHYDH6	PUMP SYSTEM	D8 PERKINS	1104.44-1204		D8-1104.44-1204
PWP10A	PUMP - 10" WELLPOINT PUMP	6068DF150B	2JDXL06.8016	2002	PE6068D202027

1 PRESSURE WASHER

MPRESS1	PRESSURE WASHER	Norstar			
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14 ROLLER/PLATE TAMPER

M1008A	COMPACTOR - REVERSIBLE PL	BOMAG	BPR100/80D	2015	101692761003
M1008B	COMPACTOR - REVERSIBLE PL	BOMAG	BPR100/80D	2015	101692761009
M5055A	COMPACTOR - REVERSIBLE CO	BOMAG	BPR50/55 DE	2019	101692401090
MHATZ1	COMPACTOR - VIB PLATE DIE	HATZ	B140 22"	2013	Y-3940
MVH408	COMPACTOR - REVERSIBLE PL	MULTIQUIP	MVH-408DZ	2017	B1424
RB124B	ROLLER	BOMAG	BW124DH		901581271068
RB124C	ROLLER	BOMAG	BW124DH-40	2017	861832131116
RB124D	ROLLER	BOMAG	BW124DH-5	2018	861586571052
RCB22A	COMPACTOR	CATERPILLAR	CB22	2013	22001340
RCB24A	COMPACTOR	CATERPILLAR	CB24	2011	24001324
RCB24B	COMPACTOR	CATERPILLAR	CB24	2012	24002362
RCS151	ROLLER - WHEEL	DYNAPAC	CS-151		00208
RBS502I	VIBRATORY RAMMER	WACKER	BS502i	2016	24296030
RBS602I	JUMPING JACK TAMPER	WACKER	BS602I	2017	24348966

3 DUMP TRUCK

TDM06A	DUMP TRUCK	MACK		2006	1M2AG11C06M039988
TDM17A	MACK DUMP TRUCK	MACK	GU813	2017	1M2AX13C74HM036988
TDM19A	MACK DUMP TRUCK	MACK	GR64F	2019	1M2GR2GC1KM004632

4 FLATBED/FUEL TRUCK

TFP99A	1999 FUEL LUBE TRUCK	PETERBILT	330P	1999	1NPNHZ7X7YS496414
TMF01A	2001 FORD F450 FLATBED	FORD	F-450	2001	1FDXF46S91EB40237
TMF13A	FREIGHTLINER MOT FLATBED	FREIGHTLINER	SPRINTER	2013	WDPPF4CC6D9556561
TMM13A	MACK LOWBOY TRUCK	MACK	CHU613	2013	1M1AN07Y3DM014152

19 TRAILER

T05TON	TRAILER - MOBILE TL f RT	MOBILE TRAIL	FM1410	2006	1M9BF142861553455
T09TON	TRAILER 9 TON	EAGER BEAVER	B9DOW 9 TON	2017	112DPM299HL082078
T12TON	TRAILER 12 TON	ECONOLINE	MP424TE	1995	42ETPJE43T1000865
T25TON	TRAILER 25 TON	EAGER BEAVER	25XPT	2006	112HAX35X6L071863
TT06HO	TRAILER - 2006 HORIZON	HORIZON		2006	5E2B1101361026106
TTACKA	TACK TANK TRAILER	LEEBOY	L250T	2012	1B9AA1115B1309496
TTB07A	TRAILER - 2007 BELI	BELI	BELWB12 2EP	2007	16JF0162771043186
TTF05A	TRAILER - FONTAINE	FONTAINE		2005	13N14830351523951
TTH00A	TRAILER - 2000 HOOPER	HOOPER	20 TON	2000	4T0FB252XY1000555
TTK13A	TRAILER - TRAIL KING	TRAIL KING	TK110HDG-513	2013	1TKJ05137EM072235
TTRO5A	TRAILER - REIT	REIT		2005	1RNF48A2X5R013867
TTV04A	TRAILER - VERMEER f RT450	VERMEER		2004	1VRZ111H641000406

EQUIPMENT TYPE

	Description	Make	Model	Year	Serial Number
TTZIP2	ASHPALT ZIPPER TRAILER	ASHPALT ZIPP	AZ480	2001	109FS10111U02182
TTZIP3	ASHPALT ZIPPER TRAILER	WILLIAMSON O	BT001	2011	109FS0821BU021866
T25TONA	TRAILER 25 TON	EAGER BEAVER	25XPT	2018	112HAX371KL083430
TOFFICE	20' OFFICE TRAILER	OFFICE	CONTAINER		
TTANDS1	2003 ANDS TRAILER	ANDS	TRAILER	2003	4YNBN18273C013104
TIMEOUT3	TRAILER - JUPITER TIMEOUT	CONTINENTAL		2014	1ZJBB3121EM082646
TIMEOUTT	TRAILER - COBIA TT TIMEOU	AMERA TRAIL	AC2426TMB	2008	4DJAB26288A001288

19 PICKUP

TPC15A	2015 CHEVY SILVERADO	CHEVY	SILVERADO	2015	1GC0CUEG8FZ127362
TPC15B	2015 CHEVY SILVERADO	CHEVY	SILVERADO	2015	1GC0CUEG2FZ119547
TPC15C	2015 CHEVY SILVERADO	CHEVY	SILVERADO	2015	1GC0CUEG5FZ121812
TPC16A	2016 CHEVY SILVERADO	CHEVY	SILVERADO	2016	1GC2CUEGXGZ406077
TPC16B	2016 CHEVY SILVERADO	CHEVY	SILVERADO	2016	1GB0CUEG3GZ357011
TPC16C	2016 CHEVY SILVERADO	CHEVY	SILVERADO	2016	1GB0CUEG8GZ359496
TPC17A	2017 CHEVY SILVERADO	CHEVY	SILVERADO	2017	1GC2CUEG7HZ285736
TPC17B	2017 CHEVY SILVERADO	CHEVY	SILVERADO	2017	1GC1KWEYXHF206662
TPC18A	2018 CHEVY COLORADO	CHEVY	COLORADO	2018	1GCHSBEA5J1173616
TPC18B	2018 CHEVY SILVERADO	CHEVY	SILVERADO	2018	1GC1KXEY2JF205677
TPD11B	2011 DODGE RAM 1500	DODGE	RAM 1500 CC	2011	1D7RB1GT6BS550226
TPD11D	2011 DODGE RAM 1500	DODGE	RAM 1500	2011	3D7LP2EL0BG596819
TPD11E	2011 DODGE RAM 2500	DODGE	RAM 2500	2011	3D7LP2ET8BG600485
TPD15A	2015 DODGE RAM 2500 MEGAC	DODGE	RAM 2500	2015	3C6UR5NL0FG605476
TPD15B	2015 DODGE RAM 1500	DODGE	RAM 1500	2015	1C6RR6HTXFS608711
TPF04A	2004 FORD F250 SUPERDUTY	FORD	F250 SUPERDUTY	2004	1FDNF20L74ED40969
TPF17A	2017 FORD F-150	FORD	F-150	2017	1FTEW1EG8HFA71536
TPT14A	2014 TOYOTA TUNDRA 4x2	TOYOTA	TUNDRA 4x2	2014	5TFRY5F12EX151059
TVC14A	2014 CHEVY VAN	CHEVY	2500 VAN	2014	1GCWGGA6E1161209

2 TRUCK/TRACTOR

TJV04A	2004 STERLING TRUCK	STERLING	V312 LHA	2004	2FZHATAK44AM31231
TMD13A	MECHANIC TRUCK	DODGE	RAM 5500	2013	3C7WRMBL8DG520465

2 TRENCHER

RT100A	TRENCHER	VERMEER	RT100	2004	1VRX057E551001734
RT450A	TRENCHER	VERMEER	RT450	2007	1VRX0721771001342

3 WATER TRUCK

TWI99A	WATER TRUCK	INTERNATIONA	4700	1999	1HTSCAAM6XH682520
TWS00A	2000 STERLING WATER TRUCK	STERLING	L7500	2000	2FZHAFBA9YAF83201
TWS03A	2003 STERLING WATER TRUCK	STERLING	M7500	2003	2FZAAKAK33AL05758

9 ASPHALT ZIPPER/COLD PLANER

M24MIL	COLD PLANER	CATERPILLAR	PC206	2012	DDG00981
M30MIL	COLD PLANER	CATERPILLAR	PC408B	2013	XCP00187
MBS70A	VIBRATORY HAMMER		BS702i	2011	
MCUT30	30" CUTTER HEAD				X002044
MPAVE1	ASPHALT PAVER	MAULDIN	1550D	2013	722L50TKZ9Y202722
MZIPE2	ASPHALT ZIPPER w TRAILER	ASPHALT ZIPP	480	2001	100716
MZIPE3	ASPHALT ZIPPER w/ TRAILER	ASPHALT ZIPP	AZ500B	2012	50000593
MZIPE4	ASPHALT ZIPPER w/ TRAILER	AZPHALT ZIPP	AZ480	2015	109FS10191U021878
MWPCOMP1	COMPACTOR SM GAS WACKER P	WACKER PLATE	COMPACTOR		6684107

4 CONEX BOX

MCONX1	CONX 20' CONTAINER	CONX	20S2 613301	2011	2037988MSG
MCONX2	CONX 20' CONTAINER	CONX	20S2 615671	2011	2107067MSG
MCONX3	CONX 20' STANDARD TRI DOO	CONX	20ZS 618914	2011	ES20VZS2093
MCONX6	CONX 8' x 12	CONEX		2013	

3 FUEL TANKS

MFUEL1	FUEL TANK	YOUNG	500 GALLON		14278
MTANK1	GAS TANK - SEDIMENT (JL B				

EQUIPMENT TYPE

	Description	Make	Model	Year	Serial Number
MTANK2	GAS TANK - SEDIMENT	ELARTE	SEDIMENT TANK	2002	5003
5 LASER					
LO1C	LASER - PIPE LASER	TOPCON	TP-L4G	2001	VD0221
LTPL4A	LASER	TOPCON	TP-L4BG	2011	VH2587
LTPL4B	LASER - PIPE LASER	TOPCON	TP-L4BG	2012	VH2783
LTPL4C	LASER - PIPE LASER	TOPCON	TP-L4B	2014	VG9778
LSDG711	LASER - PIPE LASER	SPECTRA PREC	DG711-3	2015	
5 ROCK BOX					
M4YDRB	ROCK BOX - 4 YARD				
M5YDRB	ROCK BOX - 5 YARD				
M7YDRB	ROCK BOX - 7 YARD				
M9YDRB	ROCK BOX - 9 YARD			2017	33033
M20YDRB	ROCK BOX - 20 YARD	EFFICIENCY	SM-EWHD-24	2005	128386
8 TRENCH BOX					
TB4620	TRENCH BOX - 4 x 6 x 20	PRO-TEC	PRO4-620D		15008
TB6412	TRENCH BOX - 6 x 4 x 12				
TB6416	TRENCH BOX - 4 x 6 x 16				
TB6824	TRENCH BOX - 6 x 8 x 24	Efficiency	HT6-824	2014	147098
TB8828	TRENCH BOX - 8 x 8 x 28	SPEED SHOR	TS-0828DW8KE		42586
TJACKS	TRENCH JACKS SHORING SYST	NTS		2018	
TB4620A	TRENCH BOX - 4 X 6 X 20				130221
XTS6M824	TRENCH SHIELD 8 x 24	XTERRA	XTS-6M-824	2018	XTS180531



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
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 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#](tel:+17865982011379605695) United States, Miami

Phone Conference ID: 379 605 695#

Joanna Flores, CMC
City Clerk

BP-1

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

Ladies and Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Opa-locka, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Office of the City Engineer of Opa-locka, which are referred to below and made a part hereof, at the following combination of lump sum prices:

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
1.	Lump Sum (Divided into 2 or 4 payments See Measurement and Payment for Conditions)	For performing preparatory work and operations in mobilizing for beginning the work of the Project, but excluding materials and permit costs, both of which are paid under other payments items, the lump sum of <u>ONE HUNDRED SIXTY THOUSAND</u> Dollars and <u>ZERO</u> Cents	\$ <u>160,000.00</u>
2.	195 LF	For selling and delivering to the City 66-inch SRASP pipe and joints by Contech, or approved equal, for the three (3) barrel culvert installation, the price per linear foot of <u>SIX HUNDRED FIFTY</u> Dollars and <u>ZERO</u> Cents	\$ <u>126,750.00</u>
3.	195 LF	For installing 66-inch SRASP pipe and joints by Contech, or approved equal, for the three (3) barrel culvert, price per linear foot of <u>NINE HUNDRED</u> Dollars and <u>ZERO</u> Cents	\$ <u>175,500.00</u>

BP-2

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
4.	140 LF	For selling and delivering to the City General Guardrail per FDOT index No. 400 with mechanical appurtenances required, the price per linear foot of ONE HUNDRED SEVENTY _____ Dollars and ZERO _____ Cents	\$ 23,800.00
5.	140 LF	For installing City General Guardrail per FDOT index No. 400 with mechanical appurtenances required, the price per linear foot of ONE HUNDRED FORTY _____ Dollars and ZERO _____ Cents	\$ 19,600.00
6.	Lump Sum	For demolition and removal of existing three (3) 66-inch concrete pipe culvert with headwalls and retaining walls, the lump sum of ONE HUNDRED FIFTY THOUSAND _____ Dollars and ZERO _____ Cents	\$ 150,000.00
7.	465 CY	For the excavating of existing backfill material at existing Culvert location, the price per cubic yard of ONE HUNDRED TWENTY FIVE _____ Dollars and ZERO _____ Cents	\$ 58,125.00
8.	Lump Sum	For providing adequate bypass pumping to maintain uninterrupted Canal flow during construction, the price per lump sum of FOUR HUNDRED THOUSAND _____ Dollars and ZERO _____ Cents	\$ 400,000.00

BP-3

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
9.	Lump Sum	For selling and delivering to the City all necessary erosion control measures specified on plans, including Turbidity Barriers and Drop Inlet Sediment Protection required, the price per lump sum of FIFTEEN THOUSAND Dollars and ZERO Cents	\$ 15,000.00
10.	Lump Sum	For furnishing and installing all necessary erosion control measures specified on plans, including Turbidity Barriers and Drop Inlet Sediment Protection required, the lump sum price of FOUR THOUSAND Dollars and ZERO Cents.	\$ 4,000.00
11.	45 CY	For selling and delivering to the City Concrete for the installation of 10-inch thick Concrete Pavement (min. 3,000 psi at 28-day) per FDOT index No. 350, the price per cubic yard of FIVE HUNDRED Dollars and ZERO Cents.	\$ 22,500.00
12.	45 CY	For constructing 10-inch thick Concrete Pavement (min. 3,000 psi at 28-day) per FDOT index No. 350, as indicated in the Plans, the price per cubic yard of ONE HUNDRED THIRTY FIVE Dollars and ZERO Cents.	\$ 6,075.00
13.	405 SF	For constructing 4-inch thick sidewalk and ramp curbing to match existing per FDOT index No. 310, the price per square foot of TWELVE Dollars and ZERO Cents.	\$ 4,860.00

BP-4

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
14.	150 SF	For constructing new concrete curb and gutter per FDOT index No. 300, the price per square foot of FORTY _____ Dollars and ZERO _____ Cents.	\$ 6,000.00
15.	150 CY	For furnishing and placing suitable Backfill required for Culvert placement, the price per cubic yard of THREE HUNDRED TWENTY FIVE _____ Dollars and ZERO _____ Cents.	\$ 48,750.00
16.	165 TON	For furnishing and installing Rubble (Broken Stone) at Culvert embankment for the rip-rap installation as per FDOT index No. 530, the price per ton of THREE HUNDRED FIFTEEN _____ Dollars and ZERO _____ Cents.	\$ 51,975.00
17.	10 CY	For furnishing and constructing cast-in-place Mitered End Sections at Culvert pipe barrels per FDOT index No. 430-021, the price per cubic yard of TWO THOUSAND SIX HUNDRED FORTY FOUR _____ Dollars and ZERO _____ Cents.	\$ 26,440.00

BP-5

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
18.	1025 SY	For milling (nominal 1 inch thick), surface course for permanent paving repairs, the price per square yard of FIFTEEN Dollars and ZERO Cents.	\$ 15,375.00
19.	1025 SY	For constructing for Type "V" permanent paving repairs as per details provided in plans, the price per square yard of FIFTY Dollars and ZERO Cents.	\$ 51,250.00
20.	Lump Sum	For replacing pavement markings damaged, removed, or obliterated by the contractor's operation, the lump sum price of TEN THOUSAND Dollars and ZERO Cents.	\$ 10,000.00
21.	40 SY (Contingent Item)	For restoring sodded area, the price per square yard of NINETY FIVE Dollars and ZERO Cents.	\$ 3,800.00
22.	Lump Sum	For providing full Traffic Control during construction, Maintenance of Traffic, the lump sum price of TWELVE THOUSAND Dollars and ZERO Cents.	\$ 12,000.00

BP-6

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
23.	2100 SF (Contingent Item)	For sheeting and shoring ordered left in place by the Engineer, the price per square foot of <u>ONE</u> Dollars and <u>ZERO</u> Cents.	\$ <u>2,100.00</u>
24.	465 CY (Contingent Item)	For removal, transport and legal disposal of unsuitable backfill materials, including tipping fees, the price per cubic yard of <u>ONE HUNDRED TWENTY FIVE</u> Dollars and <u>ZERO</u> Cents.	\$ <u>58,125.00</u>
25.	Sub-Total – Bid Items 1 through 25	\$ <u>1,452,025.00</u>	
26.	Dedicated Allowance	For providing uniformed, off-duty policemen for the purpose of maintenance of traffic, the aggregate sum of <u>FIFTEEN THOUSAND</u> Dollars and <u>ZERO</u> Cents.	\$ <u>15,000.00</u>
27.		For all cost of required permit fees, impact fees, <u>if required by the Engineer, the sum of 3% of the Subtotal, Item 26 (0.03) x (Subtotal, Item 26)</u> <u>FORTY FOUR THOUSAND TEN</u> Dollars and <u>SEVENTY FIVE</u> Cents.	\$ <u>44,010.75</u>

BP-7

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
28.		For unforeseen conditions, for minor construction changes and for quantity adjustments, <u>if ordered by the Engineer</u> , the sum of 10% of the Subtotal, Item 25 (.10) x (Subtotal, Item 25) ONE HUNDRED FORTY SIX THOUSAND SEVEN HUNDRED TWO _____ Dollars and FIFTY _____ Cents.	\$ <u>146,702.50</u>
29.	TOTAL BID – (Sum of Bid Item Nos. 26, 27, 28 and 29)	\$ <u>1,657,738.25</u>	

Note: For a detailed description of each Quotation Item, refer to Section 01025 of the Specifications entitled "Measurement and Payment.

THE CITY OF OPA-LOCKA
OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

The City of Opa-locka reserves the right to waive any informality in any bid and to reject any or all bids.

TOTAL BASE BID PRICE FOR PROPOSAL (ITEMS 1 THROUGH 29): \$ 1,657,738.25
(FIGURES)

ONE MILLION SIX HUNDRED FIFTY SEVEN THOUSAND Dollars and
SEVEN HUNDRED THIRTY EIGHT DOLLARS TWENTY FIVE Cents



AMOUNTS SHALL BE SHOWN ON BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the bid proposal and in the TOTAL BASE BID PRICE are costs for complying with the Florida Trench Safety Act, F.S. 553.60 et. seq. The Bidder by signing and submitting the Trench Safety Act Compliance Statement is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards.

Contract award shall be based upon the total base bid price, as identified above, by the lowest responsive, responsible bidder.

LANZO CONSTRUCTION CO., FLORIDA DBA
LANZO CONSTRUCTION COMPANY

FIRM NAME (PRINT)


BIDDER'S SIGNATURE

JAMES M. TILLI,
ASST. SECRETARY

BP-8

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Lanzo Construction Company
125 SE 5th Court, Deerfield Beach, FL 33441

as Principal, hereinafter called Principal, and

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of **Massachusetts**
as Surety, hereinafter called Surety, are held and firmly bound unto

City of Opa Locka
780 Fisherman St, Opa Locka, FL 33054

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of Accompanying Bid**

Dollars (5% of Bid)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

RFP No. 23-0307200 Sesame Street Culvert Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of March, 2023.

Lanzo Construction Company


(Witness)


(Title)

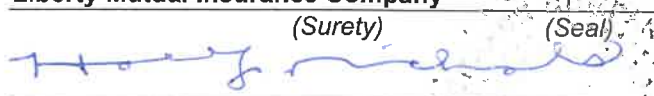
 (Principal) (Seal)


(Title)

Liberty Mutual Insurance Company

(Surety) (Seal)


(Witness)


(Title)
Holly Nichols, Attorney in Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8198086-013068**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nicholas Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

all of the city of Rochester Hills state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1125044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of March, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Sesame Street Culvert Replacement

RFP#23-0307200

ADDENDUM-01

Please see below, the link with the Engineering Report and Permit Set Plans for the Sesame Street Culvert Replacement.

https://opalocka305-my.sharepoint.com/personal/agross_opalockafl_gov/_layouts/15/onedrive.aspx?id=%2Fpersonal%2Fagross%5Fopalockafl%5Fgov%2FDocuments%2FSesame%20Street%20Culvert&ga=1



Sesame Street Culvert Replacement

RFP#23-0307200

ADDENDUM-02

Please see responses to all questions asked to date.

1. What is the Substantial and Final completion time frame for this project?
Six months from the issued NTP.
2. Is there an Engineer's Estimate? If so can you please provide.
The document will be included in the previous link provided for easy access.



Sesame Street Culvert Replacement

RFP#23-0307200

ADDENDUM-03

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

Date changed from March 7, 2023, 2023 at 2:00 p.m. to March 13, 2023 at 2:00 p.m.

[Handwritten signature]
1.11.



Sesame Street Culvert Replacement

RFP#23-0307200

ADDENDUM-04

Please see responses to all questions asked to date.

1. Can the length of runs of pipe can be verified?
The length of pipe is 60 LF.
2. Can you confirm if a 14ga is adequate?
14ga is adequate.



Sesame Street Culvert Replacement

RFP#23-0307200

ADDENDUM-05

A Bid Bond, a certified check, cashier's check, Treasurer's check or bank draft of any State or National Bank in the amount of five percent **(5%) of the total bid amount must be submitted as an original hard copy prior to the closing date and time of the solicitation.** The bonding company must appear on the US Treasury List. The Bid Bond of the successful Proposer will be retained until receipt and acceptance of a performance bond and all other required documents. Bid Bonds of all other Bidders will be returned without interest upon Award of Contract. **Failure to provide the bid bond when required shall result in the Bidder being "non-responsive" and rejected. The original bid bond must be delivered prior to the closing of the solicitation to the address listed on the Bidder's Acknowledgment Form with the name of the solicitation clearly indicated.**

In addition, the date to submit proposals for RFP No. 23-0307200 has changed from March 13, 2023 at 2:00 p.m. to March 30, 2023 at 2:00 p.m.

City of Hallandale Beach



Owner
City of Hallandale Beach
400 South Federal Highway
Hallandale Beach FL 33009

Manga Ebbe
(954) 457-3043
City Project Manager
mebbe@hallandalebeachfl.org
Original Contract Amount
\$11,835,000.00
Final Project Amount
\$8,470,312.00



Engineer
Calvin Giordano & Associates
1800 Eller Drive, Suite 600
Ft. Lauderdale, FL 33316

Start Date – July 2018
Final Completion – December 22nd, 2020



This project is Bordered by South Dixie Highway to the East, SW 11th Street to the South, SW 4th Terrace to the West, and SW 6th Street to the North, in the City of Hallandale Beach, Florida. This project was designed to increase the capacity of the Shaffer Canal and limiting its tidal backflow and discharge from Miami Dade County by installing a new 70,000 GPM pump station consisting of (2) 300 HP Vertical Turbine pumps on SW 7th Street to pump into 17 injection wells to lower the water level in the canal. This project also includes the installation of a cast-in-place control structure with automated slide gate at SW 11th Street and an alternative power supply for the pump station (800kW generator). The scope of work of this project includes underground pressure

pipe installation, injections wells installation, construction of stormwater cast-in-place concrete pump station, generator installation, dredging, vertical building constructions, electrical equipment installation, water main relocation, seawall construction, sheet pile and concrete pile installation, preparation and maintenance-of-traffic. A temporary cofferdam, 40'X23' was installed on this project to allow for the cast in place construction of the pump station. The shaft was excavated to 28' feet deep to prepare the bottom for ground water control by tremie plug. A second temporary cofferdam, 51'X28' was installed on this project to allow for the cast in place construction of the south control structure. The shaft was excavated to 25' feet deep to prepare the bottom for ground water control by tremie plug. Road Reconstruction included 5,100 SY of subbase, road base and 2" of asphalt. The rest of the neighborhood received 8,300 SY of Mill and over lay of 1". Stormwater Force Main included 3,472 LF of DIP ranging in size from 24 to 60 inch.



South Florida Water Management District



Owner

South Florida Water Management District
Gun Club Road
West Palm Beach, FL 33406

Original Project Amount

\$4,295,037.00

Final Project Amount

\$4,535,000.00



Engineer

ATKINS

3230 West Commercial Blvd, Suite 100
Fort Lauderdale, FL 33309

Start Date – May 2017

Completion Date – Sept 2018

Herminio Gonzalez

Herminio.Gonzalez@atkinsglobal.com

(786) 383-6774

The SFWMD S-39A Culvert Replacement & Automation project involves the removal and replacement of existing Structure S-39A with a new water control structure. Being located approximately 6 miles west of US State Road 7 along Loxahatchee Road that runs parallel to the Hillsboro Canal.

This project entails the removal of the existing three (3) gated 72" corrugated metal pipe and Structure S-39A, connecting the L-36 Canal and the Hillsboro Canal. A temporary crossing was constructed a few hundred feet to the south using new 48" CMP and fill and was maintained through the construction of the culverts. The S-39A control structure is now a new bidirectional flow Cast-In-Place box culverts constructed with automated lift gates at the southern end of the structure. The automated gates are controlled from a central location offsite and the gates are motorized. The box culvert openings and gates are 10 feet wide and 8 feet high. A temporary cofferdam, 40'X100' was installed on this project to allow for the cast in place construction. The shaft was excavated to more than 20 feet deep to prepare the bottom for ground water control. Water control was achieved by hydraulic sump pumps. A precast control building was erected and also includes a backup generator. There are 2 monitoring wells included in the scope and installed as part of this contract. Extensive riprap is placed by Lanzo on the north and south banks of the Hillsboro Canal to protect it against combined flows of the S-39 and S-39A control structures. The rip rap is from canal bank to canal bank with geofabric under 1' boulders extending 400' along the canal.



SFWMD, S39A Culvert Replacement and Automation

Print #181022034
Date: 10/22/18
Lat/Lon 26.355342 -80.297643
Order No 63541
Aerial Photography, Inc. 954-588-0484

Lanzo Construction Co. Inc.,
Florida

SFWMD, S39A Culvert Replacement and Automation

Print #180119013
Date: 01/15/18
Lat/Lon 26.355342 -80.297643
Order No 63541
Aerial Photography, Inc. 954-588-0484

Broward County

Owner

Broward County
2555 W. Copans Road
Pompano Beach, FL 33069

Carlton Harris

Charris@broward.org
(954) 831-0907

Original Contract Amount

\$9,782,573.00



Engineer

Craven Thompson and Associates
3563 NW 53rd Street
Ft. Lauderdale FL 33309

Start Date – June 2018

Completion – April, 2020

This project is located within the Hillsboro Mile service area. The site is situated on A1A or Ocean Boulevard, and bounded on the north by S.E. 10th Street, the south by the Hillsboro Inlet, on the east by the Atlantic Ocean, and on the west by the Intracoastal Waterway. The work is within the Town of Hillsboro Beach and Florida Department of Transportation maintains jurisdiction of the road right-of-way. Coordination and public information to keep the residents updated on the shifting maintenance of traffic was key.



The work included a new gravity sewer system, removal of the existing gravity sewer system, installation of a new force main, and pump replacement at several existing lift stations in a coastal environment with a congested right-of-way. Dewatering was critical because the high groundwater table was influenced by the tide. It included installation of 13,337 LF of PVC Sewer Pipe with sizes from 6-inch to 18-inch. 2,995 LF of C909 Pipe with sizes from 8-inch to 24-inch up to 20 foot deep. Force Main with sizes from 6-inch to 16-inch 23,987 LF of C909.

Road reconstruction where the pipe was installed included restoration from subgrade up to finished surface of the road. Milling and resurfacing of Asphalt Pavement of 44,000 SY.



Miami Dade Water and Sewer

**Owner**

Miami Dade Water and Sewer
Department
3071 SW 38th Ave
Miami, FL

Carlos Baro

(786) 473-5042

Carlos.Baro@miamidade.gov

Original Contract Amount

\$8,195,750.56

Final Project Amount

\$9,794,836.99

**Engineer**

Wade Trim

2100 Ponce de Leon Boulevard, Suite
970

Coral Gables, FL 33134

Start Date – Aug 2018

Final Completion – March 2021

This Design Build project is for the replacement of approximately 35,560 linear feet of 6-12-inch, majority 8-inch water main throughout the project area. The Project location is the area bounded by N.W. 187 Street to the north, N.W. 179 Street to the south, N.W. 7 Avenue to the west, and N.W. 2 Avenue to the east. This area is also referred to as The Donut Hole project area. The Miami-Dade County Water and Sewer Department (WASD) awarded our design build team the contract to execute the design and construction of this project. The Lanzo Team, designer and contractor, worked together, as one cohesive unit, in order to successfully design, permit, and construct the entire project. The project produced the following benefits to the residents, the Community, and WASD.



- Increase capacity and flow by replacing the under-sized mains with new 6-12-inch pipe
- Eliminate the use of water mains within the easement at the rear of the properties
- Relocate water meters from the rear of the property to the front within the public right of way
- Improve water pressure to the residents
- Increase fire hydrant coverage and fire protection
- Increase fire protection flows

This project also required the Lanzo design build team to enter 560 private properties in order to relocate the water meter and water service line to the house. This effort requires proactive collaboration with residents in acquiring individual building permits for the plumbing work required to relocate the existing water service from the new water meter to the house. This carefully planned effort began with contacting the homeowner to provide full access and permission to perform this work within the private property. Once the permission was granted, the design-build team opened individual permits issued by the City of Miami Building Department and complied with the requirements of that department in order to properly install, inspect, and close the permit. Surface restoration included trench patch and 68,880 SY of mill and overlay of the neighborhood.

F444 MDWASD Biscayne Canal 48" Slip line

MDWASD

Owner

MDWASD
3071 SW 38th Ave
Miami, FL

Edgar Diaz, PM/CM

(305) 704-6473

EdDiaz@miamidade.gov

Original Contract Amount:

\$1,035,420.00

Final Contract Amount:

\$1,904,000.00

**Engineer**

HDR, INC.
15450 New Barn Road, #304
Hialeah, FL 33014

Start Date – December 2016

Completion – November 2017

This sewage force main project is one in a series of projects that are being processed under County Code Section 2-8.2.12, Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Programs Acceleration Ordinance.



The project is located approximately 42 feet west of the west ROW of NW 37th Avenue (Douglas Road) and runs along the north right of way of Biscayne Canal (C-8 and C-8 Extension canal) until NW 32nd Avenue where it turns north along NW 32nd Avenue to the end of the intersection of NW 156th Street and NW 32nd Avenue.

The force main was slip lined from the valve by Douglas Rd to where it connects to an existing 72-inch PCCP host pipe at NW 32nd, about 2,555 LF of 48-inch PCCP sewer force main sliplined with an 36" HDPE liner.

The project consisted of furnishing all materials noted in the specifications, design, labor and all equipment necessary for the rehabilitation of a 48-inch Force Main (FM) to meet the requirements of the performance specification.

To accomplish this work it was necessary to demo

and prep portions of the PCCP for sending and receiving the HDPE including pumping out the effluent in the main and setting up access pits. The system was pressure tested and tied to the existing PCCP pipe using fused adaptors and mechanical fittings.



F419 Coral Springs Canal Z Restoration



Sunshine Water Control District

Owner

Board of Supervisors
Sunshine Water Control District
6131 Lyons Rd
Coconut Creek, FL 33073
Cory Selchan
(954)796-6619
corys@fladistricts.com
Original Contract Amount
\$1,378,543.00
Final Project Amount
\$2,191,922.00



Engineer

IBI Group Inc
2200 Park Central Blvd N
Suite 100
Pompano Beach FL 33071

Start Date – January 2014
Completion– April 2015



This project is located in the drainage district canal right of ways between Coral Ridge Drive and Coral Springs drive just south of Royal Palm Boulevard in Coral Springs. The work was in canals AA, BB, 20-1A & Z and included desilting, bank restoration, culvert replacement and new headwall installation. The scope of work included silt and rock removal as outlined in the plans, debris removal and stockpile, canal restoration and sodding and seeding within the site as noted. Silt and rock removed was used to repair the canal banks where possible. Excess material was legally disposed of off-site.

Canal bank restoration

was achieved by utilizing the material excavated from the canal. Head wall and culvert installation required earthen dams and dewatering to dry the canal. Coordination with the district was required to monitor flow in the event of storms. While the canal was pumped down the



60", 72" and 84" culverts were extended, the head walls were installed and the slide gates were installed. Work also included the installation of concrete filled bank

revetment mats covering an area of 5,358 sf.



Owner

US Army, Corps of Engineers
Sebring Resident Office
939 Mall Ring Road
Sebring, Florida 03870
863.471-1741

US Army, Corps of Engineers
Jacksonville District
701 San Marco Blvd.
Jacksonville, Florida 32207



Start Date
October 2011

Completion
January 2012

Final Project Amount
\$765,000.00

The project consisted of the design and installation of Cured-In-Place-Pipe rehabilitation on the double 108" HP-5 Corrugated Metal Pipe Culvert installation. One culvert barrel has a pump house enclosing a pump with slide gate at the intake. Work definition included examination (Diving assessment), detailed design and installation of the selected system. Submittal documents included Quality Control Plan, Accident Prevention Plan, and Environmental Protection Plan as required to meet regulatory requirements. Third Party Testing was provided for materials installed. Canal flows were maintained during rehabilitation process.

The contract is for the repairs of Herbert Hoover Dike Culvert HP-5A in the vicinity of Moore Haven, Glades County, Florida.





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

TILLI, MATTHEW PRESTON

LANZO CONSTRUCTION CO., FLORIDA
5145 NW 30TH STREET
MARGATE FL 33063

LICENSE NUMBER: CGC036262

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TILLI, MATTHEW PRESTON

LANZO CONSTR CO FLORIDA
5145 NW 30TH STREET
MARGATE FL 33063

LICENSE NUMBER: CUC049468

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2022

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 Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307		CONTACT NAME: Christine Phillips PHONE (A/C No. Ext.): (248) 519-1400 FAX (A/C No.): (248) 519-1401 E-MAIL ADDRESS: cphillips@ghbh.com															
INSURED Lanzo Construction Company 125 S.E. 5th Court Deerfield Beach FL 33441		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Valley Forge Insurance Co. A XV</td><td>20508</td></tr><tr><td>INSURER B: National Fire Ins. of Hartford A XV</td><td>20478</td></tr><tr><td>INSURER C: Continental Insurance Co A XV</td><td>35289</td></tr><tr><td>INSURER D: Continental Casualty Co. A XV</td><td>20443</td></tr><tr><td>INSURER E: Allied World Assurance Company A XV</td><td>19489</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Valley Forge Insurance Co. A XV	20508	INSURER B: National Fire Ins. of Hartford A XV	20478	INSURER C: Continental Insurance Co A XV	35289	INSURER D: Continental Casualty Co. A XV	20443	INSURER E: Allied World Assurance Company A XV	19489	INSURER F:	
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INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:** 22-23 Master**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.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			6081795056	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (If a occurrence) \$ 100,000				
	☒ XCU Coverage Included		MED EXP (Any one person) \$ 15,000				
	☒ Contractual Liability		PERSONAL & ADV INJURY \$ 1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
☐ POLICY ☒ PROJECT ☐ LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
B	☒ AUTOMOBILE LIABILITY			6081795073	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (If a accident) \$ 1,000,000
	☒ ANY AUTO		☐ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS		☐ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS		☒				PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB			6081795087	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB		☒ OCCUR				AGGREGATE \$ 5,000,000
	☐ DED		☐ CLAIMS-MADE				\$
	☐ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6081795090	10/1/2022	10/1/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Installation Floater			6082953748	10/1/2022	10/1/2023	\$4,500,000 Limit \$5,000 Ded
E	Pollution & Prof. Liability			03127614	10/1/2022	10/1/2023	\$2,000,000 Limit \$50,000 Ded

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

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

R. McGregor/PHILLI

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ACORD 25 (2014/01)

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INS025 (201401)

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: LANZO CONSTRUCTION CO. FLORIDA
Business Name: MATHEW PRESTON TILLI

Receipt #: 180-6716
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: MATHEW PRESTON TILLI
Business Location: 125 SE 5TH CT
DEERFIELD BEACH
Business Phone: 979-0802

Business Opened: 02/23/2006
State/County/Cert/Reg: CGC036262
Exemption Code:

Rooms		Seats		Employees		Machines		Professionals	
				40					
For Vending Business Only									
Number of Machines:									
Vending Type:									
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid			
108.00	0.00	0.00	0.00	0.00	0.00	108.00			

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

LANZO CONSTRUCTION CO., FLORIDA
125 SE 5TH CT
DEERFIELD BEACH, FL
33441-4749

Receipt # 04B-21-00007612
Paid 09/20/2022 108.00

2022 - 2023

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 681458

Entity Name: LANZO CONSTRUCTION CO., FLORIDA**Current Principal Place of Business:**125 SE 5TH COURT
DEERFIELD BEACH, FL 33441**Current Mailing Address:**125 SE 5TH COURT
DEERFIELD BEACH, FL 33441 US**FEI Number:** 59-2011933**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**D'ALESSANDRO, GIUSEPPE SR.
125 SE 5TH COURT
DEERFIELD BEACH, FL 33441 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:** GIUSEPPE D'ALESSANDRO SR

01/19/2023

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title VP
Name TILLI, MATTHEW P
Address 660 UNION AVE
City-State-Zip: CRESCENT CITY FL 32112

Title ASST. SECRETARY
Name DUNCAN, ERNEST
Address 521 SE 5TH COURT
City-State-Zip: POMPANO BEACH FL 33060

Title PRESIDENT
Name D'ALESSANDRO, GIUSEPPE SR.
Address 125 SE 5TH COURT
City-State-Zip: DEERFIELD BEACH FL 33441

Title VP
Name D'ALESSANDRO, SALVATORE
Address 125 SE 5TH COURT
City-State-Zip: DEERFIELD BEACH FL 33441

Title VP/CFO
Name PAWLOWSKI, KEVIN J
Address 125 SE 5TH COURT
City-State-Zip: DEERFIELD BEACH FL 33441

Title ASST. SECRETARY
Name TILLI, JAMES
Address 125 SE 5TH COURT
City-State-Zip: DEERFIELD BEACH FL 33441

Title VP
Name D'ALESSANDRO, GIUSEPPE JR.
Address 125 SE 5TH COURT
City-State-Zip: DEERFIELD BEACH FL 33441

Title EXECUTIVE VICE PRESIDENT
Name PEYERK, CHRIS
Address 125 SE 5TH COURT
City-State-Zip: DEERFIELD BEACH FL 33441

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KEVIN PAWLOWSKI

VP

01/19/2023

Electronic Signature of Signing Officer/Director Detail

Date

Officer/Director Detail Continued :

Title VP, SECRETARY
Name NAVETTA, PAUL
Address 125 SE 5TH COURT
City-State-Zip: DEERFIELD BEACH FL 33441

Title VP
Name MCSWEENEY, ROBERT
Address 125 SE 5TH COURT
City-State-Zip: DEERFIELD BEACH FL 33441



LANZO CONSTRUCTION CO., FLORIDA RESOLUTION OF CORPORATION

I **HEREBY** certify that I am the duly elected and qualified Secretary of Lanzo Construction Co. Florida, a Florida Corporation and that the following is a true and complete copy of a Resolution duly adopted at a meeting of the Board of Directors of said Corporation, held on the 22nd of December 2022 and that such resolution is still in full force and effect.

RESOLUTION, that the officers listed below are authorized to sign Contracts, Bids and any other documents to carry out the business of the Corporation.

Name	Title	Signature
Giuseppe D'Alessandro, Sr.	President	
Kevin Pawlowski	Vice President/Treasurer	
Chris Peyer	Executive Vice President	
Paul Navetta	Vice President/Secretary	
Matthew P. Tilli	Vice President	
Robert McSweeney	Vice President	
Giuseppe D'Alessandro, Jr.	Vice President	
Salvatore D'Alessandro	Vice President	
Ernest Duncan	Assistant Secretary	
James M. Tilli	Assistant Secretary	

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of said Corporation and affix the Corporate Seal on the 22nd of December 2022.

By

Paul Navetta, Secretary

Attest:

Kevin Pawlowski, Vice President/Treasurer

State of Florida

Department of State

I certify from the records of this office that LANZO CONSTRUCTION CO., FLORIDA is a corporation organized under the laws of the State of Florida, filed on August 7, 1980.

The document number of this corporation is 681458.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 19, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of January, 2023*




Secretary of State

Tracking Number: 3511056741CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



***Delivering sustainable infrastructure solutions
for tomorrow's communities***

RESUME OF QUALIFICATIONS





Resume of Qualifications

Table of Contents

<u>Section</u>	<u>Contents</u>	<u>Page</u>
1	Corporation Documentation	1-4
2	Corporate Organizational Summary	5-6
3	Executive & Management Resumes	7-25
4	References	26-33
5	State & Local Licensing & Qualifications	34-41
6	Statement of Policies & Practices	42-62
7	Equipment Schedule	63-68
8	Project Experience Listing	69-78
9	Financial Statements	79-83

Corporation Documentation

<u>Page</u>	<u>Contents</u>
1	Contents Listing
2	Secretary of State Certification
3	Resolution of Corporation
4	Evidence of Insurance

Section 1

State of Florida Department of State

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*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of January, 2023*




Secretary of State

Tracking Number: 251308674101

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<https://services.sosbiz.org/EBizgov/Certificates/Status/CertificateAuthentication>

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 681458

Entity Name: LANZO CONSTRUCTION CO., FLORIDA

Current Principal Place of Business:125 SE 5TH COURT
DEERFIELD BEACH, FL 33441**Current Mailing Address:**125 SE 5TH COURT
DEERFIELD BEACH, FL 33441 US

FEI Number: 59-2011933

Certificate of Status Desired: No

Name and Address of Current Registered Agent:D'ALESSANDRO, GIUSEPPE SR.
125 SE 5TH COURT
DEERFIELD BEACH, FL 33441 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: GIUSEPPE D'ALESSANDRO SR.

01/19/2023

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	VP
Name	TILLI, MATTHEW P
Address	680 UNION AVE
City-State-Zip:	CRESCENT CITY FL 32112
Title	ASST. SECRETARY
Name	DUNCAN, ERNEST
Address	521 SE 5TH COURT
City-State-Zip:	POMPANO BEACH FL 33080
Title	PRESIDENT
Name	D'ALESSANDRO, GIUSEPPE SR.
Address	125 SE 5TH COURT
City-State-Zip:	DEERFIELD BEACH FL 33441
Title	VP
Name	D'ALESSANDRO, SALVATORE
Address	125 SE 5TH COURT
City-State-Zip:	DEERFIELD BEACH FL 33441

Title	VP/CFO
Name	PAWLOWSKI, KEVIN J
Address	125 SE 5TH COURT
City-State-Zip:	DEERFIELD BEACH FL 33441
Title	ASST. SECRETARY
Name	TILLI, JAMES
Address	125 SE 5TH COURT
City-State-Zip:	DEERFIELD BEACH FL 33441
Title	VP
Name	D'ALESSANDRO, GIUSEPPE JR.
Address	125 SE 5TH COURT
City-State-Zip:	DEERFIELD BEACH FL 33441
Title	EXECUTIVE VICE PRESIDENT
Name	PEYERK, CHRIS
Address	125 SE 5TH COURT
City-State-Zip:	DEERFIELD BEACH FL 33441

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute the report as required by Chapter 607, Florida Statutes, and that my name appears above or on an attachment with all other filers empowered.

SIGNATURE: KEVIN PAWLOWSKI

VP

01/19/2023

Electronic Signature of Signing Officer/Director Detail

Date



Officer/Director Detail Continued :

Title VP, SECRETARY
Name NAVETTA, PAUL
Address 125 SE 5TH COURT
City-State-Zip: DEERFIELD BEACH FL 33441

Title VP
Name MCSWEENEY, ROBERT
Address 125 SE 5TH COURT
City-State-Zip: DEERFIELD BEACH FL 33441



LANZO CONSTRUCTION CO., FLORIDA RESOLUTION OF CORPORATION

I **HEREBY** certify that I am the duly elected and qualified Secretary of Lanzo Construction Co. Florida, a Florida Corporation and that the following is a true and complete copy of a Resolution duly adopted at a meeting of the Board of Directors of said Corporation, held on the 22nd of December 2022 and that such resolution is still in full force and effect.

RESOLUTION, that the officers listed below are authorized to sign Contracts, Bids and any other documents to carry out the business of the Corporation.

Name	Title	Signature
Giuseppe D'Alessandro, Sr.	President	
Kevin Pawlowski	Vice President/Treasurer	
Chris Peyerck	Executive Vice President	
Paul Navetta	Vice President/Secretary	
Matthew P. Tilli	Vice President	
Robert McSweeney	Vice President	
Giuseppe D'Alessandro, Jr.	Vice President	
Salvatore D'Alessandro	Vice President	
Ernest Duncan	Assistant Secretary	
James M. Tilli	Assistant Secretary	

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of said Corporation and affix the Corporate Seal on the 22nd of December 2022.

By

Paul Navetta, Secretary

Attest:

Kevin Pawlowski, Vice President/Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/14/2022

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 Guy Hurley, LLC 989 E. South Boulevard Suite 200 Rochester Hills MI 48307		CONTACT NAME: Christian Phillips PHONE: (248) 519-1400 FAX: (248) 519-1021 E-MAIL: cphillips@ghbb.com ADDRESS:																						
INSURED Lanzo Construction Co, Florida 125 S.E. 5th Court Deerfield Beach FL 33441-4749		INSURERS AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>THIRD PARTY</th> <th>NAIC #</th> </tr> <tr> <td>INSURER: Valley Forge Insurance Co. A XV</td> <td></td> <td>20508</td> </tr> <tr> <td>INSURER: National Fire Ins. of Hartford A XV</td> <td></td> <td>20478</td> </tr> <tr> <td>INSURER: Continental Insurance Company A XV</td> <td></td> <td>35289</td> </tr> <tr> <td>INSURER: Continental Casualty Co. A XV</td> <td></td> <td>20486</td> </tr> <tr> <td>INSURER: Allied World Assurance Co. A XV</td> <td></td> <td>19489</td> </tr> <tr> <td>INSURER: Landmark American Ins Co A XIV</td> <td></td> <td>23138</td> </tr> </table>		INSURER	THIRD PARTY	NAIC #	INSURER: Valley Forge Insurance Co. A XV		20508	INSURER: National Fire Ins. of Hartford A XV		20478	INSURER: Continental Insurance Company A XV		35289	INSURER: Continental Casualty Co. A XV		20486	INSURER: Allied World Assurance Co. A XV		19489	INSURER: Landmark American Ins Co A XIV		23138
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COVERAGES

CERTIFICATE NUMBER: 22-23 Master 110mb

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	INSR. SUBR. #50 555	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ Contractual Liability ☒ ECU Coverage Included GEN. AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO. ADJ. ☐ LOC ☐ OTHER		6081795254	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED EQUIPMENT \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		6081795273	10/1/2022	10/1/2023	UNEMPLOYED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE		6081795387			EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000
F	☒ RETENTION \$ 10,000		100399332	10/1/2022	10/1/2023	\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Any PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?) (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N/A	6081795380	10/1/2022	10/1/2023	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution & Fenz Liability		03217624	10/1/2022	10/1/2023	\$1,000,000 Limit \$50,000 Ded
D	Installation Floater		6082852740	10/1/2022	10/1/2023	\$1,000,000 Limit \$5,000 Ded

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

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage	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 R. McCreagor/FWILL

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ACORD 25 (2014/01)
INS025 (2014/01)

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Section 1 Page 5

Corporate Organizational Summary

<u>Page</u>	<u>Contents</u>
1	Contents Listing
2	Organizational Chart

Section 2



Executive & Management Resumes

S. No.	Key Personnel
1	Giuseppe D'Alessandro, President
2	Matthew P. Tilli, Vice President
3	Robert McSweeney, PE, Vice President, Director of Development
4	Salvatore D'Alessandro, Vice President, Senior Project Manager
5	Robert Bucci, Senior Project Manager
6	Prajwal Aditya, Senior Project Manager
7	James M. Tilli, Senior Estimator, Project Manager
8	Giuseppe D'Alessandro Jr., Vice President, Director of Operations, General Superintendent
9	Paul Wiezorek, Project Superintendent
10	Richard Kohsman, Project Superintendent
11	Clifford (Dale) Hime, Project Superintendent
12	Ernest Duncan, Survey Director
13	Neil Stevenson, Safety Coordinator

Section 3

GIUSEPPE "JOE" D'ALESSANDRO



PRESIDENT

QUALIFICATIONS

Mr. D'Alessandro, with over 35 years of experience in the construction industry, is responsible for all executive decisions of Lanzo Companies. He has demonstrated excellent management ability to effectively organize and execute multiple projects simultaneously to the full satisfaction of our clients.

Mr. D'Alessandro has been the Principal in Charge for hundreds of projects in the South Florida area for Lanzo Construction Company since 1986. He is well versed and familiar with policies, procedures, requirements, and expectations of South Florida governmental bodies including but not limited to Miami-Dade County, Broward County, Florida Department of Transportation, City of Fort Lauderdale, Hollywood, Miramar, Sunrise, Cooper City, City of Key West and Palm Beach County just to name a few.

Mr. D'Alessandro's supervision of the implementation of industry leading construction methodology and techniques by Lanzo has garnered Lanzo Construction the reputation as an industry leader.

EXPERIENCE

Lanzo Construction Company

1982 - Present

From 1982 to 1984, Mr. D'Alessandro was the field Superintendent directly responsible for construction of projects in The Lone Star State of Texas. These projects consisted of sanitary sewers, water mains, and storm sewers, large and small, both in the private sector and municipal market.

From 1984 to 1986, Mr. D'Alessandro's responsibilities expanded to General Superintendent directly in charge of construction of projects throughout the state of Florida. These projects included The Town of Medley Sanitary Sewer Collection Contract S-267B for WASD, Wagner Creek and Fairlawn Projects for the City of Miami and others across the state.

From 1986 to the present, Mr. D'Alessandro has been responsible for the management of all aspects of contracting, from bidding to closeout, including all administration, negotiations, and construction. He has been responsible for hundreds of projects throughout his career with the firm.

Mr. D'Alessandro earned the position of President of Lanzo in 2002. With his broad experience on a variety of major projects including water distribution, sanitary sewer collection, storm water treatment, roadway construction and marine construction he was a natural choice for the position.

COMPLETED PROJECTS

Miami-Dade County Projects:

• Miami-Dade Water & Sewer Dept. S-633 Ph II. (Ocean Outfall) CDWTP Outfall Replacement	\$18,865,505.00
• Miami-Dade Water & Sewer Dept. Donut Hole Water Services Improvement (Design-Build)	\$9,794,836.99
• Miami-Dade Water & Sewer Dept. 36" Water Main on SW 152 nd Street	\$10,125,379.00
• Miami-Dade Water & Sewer Dept. Emergency 72" Force Main Slipline w/ 63" HDPE	\$5,796,229.00
• Miami-Dade Water & Sewer Dept. 54" PCCP Force Main Replacement	\$20,164,956.00
• Miami-Dade Water & Sewer Dept. S-828 Site Preparation Blackpoint	\$13,407,485.00

Broward County Projects:

• Broward County Board of County Commissioners – Rock Island – Bid Pack 3	\$26,002,137.00
• City of Coral Springs – Water Treatment Plant & Wastewater Treatment Plant Improvements	\$18,155,000.00
• Broward County Board of County Commissioners – Northwest Quadrant Bid Pack 8	\$16,812,079.00
• Broward County Board of County Commissioners – Broadview Estates Bid Pack 1	\$15,627,945.00
• Broward County Board of County Commissioners – South County Bid Pack 9	\$12,152,903.00
• Broward County Board of County Commissioners – Riverland Bid Pack 2	\$11,571,539.00
• Broward County Board of County Commissioners – Broadview Estates Bid Pack 2	\$11,477,424.00
• Florida Dept. of Transportation – Olive Ave. Lakes to Lakeview	\$11,094,126.00
• Florida Dept. of Transportation – Powerline Road	\$11,069,898.00
• Broward County Board of County Commissioners – West Ken Lark Bid Pack 2	\$10,885,237.00
• Broward County Board of County Commissioners – Cresthaven Bid Pack 3	\$10,822,404.00
• Broward County Board of County Commissioners – UAZ 124 Bid Pack 1	\$10,553,039.00

Monroe County Projects:

• City of Marathon – Area 5 Vacuum Sewer System	\$20,487,925.00
• Florida Keys Aqueduct Authority – 30” Outfall and Pump	\$1,250,734.00
• City of Key West – Pump Assisted Storm Drainage Improvement	\$3,399,128.00

QUALIFICATIONS

Matthew Tilli brings over 40 years of construction experience. Over four decades he's been the company's Chief Engineer during that tenure and has been involved in well over 350 different projects the company has undertaken, working in Texas, Ohio, Michigan, and Florida. His work experience has included construction of Wastewater Treatment Plants, Off-Shore Outfall Pipeline, Rapid Infiltration Basins, Canal Crossings, Pump Stations, and a Micro Tunneling Projects. All projects have been of various sizes and capacities, with Pipeline dimensions from 8" to 120".

Prior to joining Lanzo, Mr. Tilli held various positions with other firms from project estimator to project manager for underground utility contractors in Michigan in the 70's. His building experience, has served Lanzo well in the construction of Water Treatment Plants and Wastewater Treatment facilities throughout Michigan and Florida.

EXPERIENCE

Lanzo Construction Company

1980 - Present

As Vice President Mr Tilli shoulders the responsibility for estimating, scheduling and contract administration. He oversees our Project Management staff for all our operations corporate wide.

EDUCATION

- Bachelor of Science – Civil Engineering – Michigan Technological University

CERTIFICATION

- State of Florida, DBPR Underground Utility & Excavation Contractor CUC049468
- State of Florida, DBPR General Contractor CGC036262
- Broward County – Certificate of Competency – 3A Major Roads (Concrete & Asphalt) Lic. # 87-975
- Broward County - Certificate of Competency – 1A Primary Pipelines (Water, Sewer & Drainage) Lic. # 87-975
- Dade County - Certificate of Competency – Engineering Lic. # E-1233
- City of Boca Raton - Certified General Contractor
- Palm Beach County - Occupation Licensed Underground Contractor, General Contractor
- City of Key West – Licensed Underground Utility Contractor

Robert F. McSweeney



PROFESSIONAL ENGINEER
VICE PRESIDENT, DIRECTOR OF DEVELOPMENT

QUALIFICATIONS

Mr. McSweeney's broad background entails extensive experience with civil and environmental engineering firms providing services to both public and private sector clients in Miami-Dade, Broward, and Palm Beach counties. His experience also involves FDOT utility coordination and construction administration as well as design/consulting for the U.S Air Force.

At Lanzo, Mr. McSweeney's responsibilities include civil and environmental engineering along with related planning, permitting, design and construction administration. As the Senior Project Manager, he will help ensure all projects continue to meet Lanzo's high standards for quality and constructability. He provides service to both public and private sector clients in and outside the tri-county area.

EXPERIENCE

Lanzo Construction Company (*Vice President, Director of Development*)

2021-Present

- Overseas Planning, Permitting, Utility Coordination and Project Management on all heavy civil projects.
 - Projects include pipeline installations (1" - 120"), pump stations (Local - Master) and Wastewater Treatment plants.
 - Involved in Quality Control, Value Engineering, Project Progress Meetings and Field Training.
-

Calvin, Giordano & Associates (*Senior Project Manager*)

1985 - 2021

- Responsibilities included civil and environmental engineering for heavy civil projects in both public and private sector.
 - Planning, Permitting, Design & Construction administration for heavy project with clients from tri-county area.
 - Inspections, Value Engineering, Quality Control, Project Controls and Utility Coordination.
-

COMPLETED PROJECTS

Broward County Projects:

- City of Pompano Beach, Miscellaneous Engineering Services Contract – Provided general engineering, surveying, and mapping services to the municipality.
- Hillsboro Boulevard SR 810 Improvements – Surveying, Engineering Design for Reconstruction, and improvements to approx. 4,800 LF of roadway and underground utilities.
- Tri-Rail Double Tracking Corridor Improvements – Involved in planning, permitting, and engineering for the expansion of multiple stations and supporting infrastructure in the tri-county area.
- City of Deerfield Beach – Miscellaneous Engineering / Surveying Services Contract – Engineer of Record, provided general engineering, surveying, and mapping services to the municipality on an as needed basis. SR A1A S-Curve Beach roadway and beautification redevelopment.
- NW 40th Street: Coconut Creek, FL, West of NW 54th Ave. to East of SR7 (US441) – Construction Administrator for the Roadway Widening and modification of a divided section including Drainage modifications/improvements, intersection modifications, signalization improvements and utility installations.
- SR7(US 441), Broward County, FL, South of Griffin Road to South of Stirling Road – Senior Project Administrator for the roadway reconstruction and widening of multi-lane divided section including drainage modifications/retention area construction and signalization.

Miami-Dade County Projects:

- Miami-Dade County, NW 107th Ave to E of NW 136th Ave – Project Administrator for the roadway construction, widening of multi-lane divided section including bulkhead/seawall installation, culvert extensions, roadway foundation stabilization (geo-textile installation), concrete barrier installation, drainage, utility installation and railroad crossing modifications
- Miami-Dade County, NW 12th Street / HEFT Interchange – Senior Project Administrator for the intersection connection of the mainline HEFT to NW 12th Street including ramp connections, flat slab bridges, drainage improvements, utility installations and signalization
- Miami-Dade County, Palmetto Expressway(SR 826/NW 167th Street) – FDOT Senior Project Administrator for the milling and resurfacing of mainline, ramps and adjacent frontage roads, concrete barrier wall modifications, utility adjustments and signalization.

EDUCATION

- Bachelor of Science – Civil Engineering, Florida Institute of Technology

CERTIFICATIONS

- Professional Engineers License # PE 47506
- FDOT Quality Control Manager
- Building Code Administrative Core
- Maintenance of Traffic – Intermediate
- FDOT EEO, DBE & Payroll Compliance

Salvatore D'Alessandro



VICE PRESIDENT, SENIOR PROJECT MANAGER

QUALIFICATIONS

Mr. D'Alessandro has thirteen years of experience in the Underground Infrastructure Industry. He spent a great deal of time with trenchless rehabilitation of existing utility systems. Sal began working on a CCTV Inspection truck, and over the years progressed from learning and understanding to running his own CCTV crew. This eventually transitioned into running several crews and ultimately running several jobs consisting of Large / Intricate CIPP, Slip line, Neighborhood Improvement, Carbon Fiber Rehabilitation, and Streetscape as a Construction.

Over the course of Sal's tenure, he became skillful in job set ups and execution with respect to scheduling, crew allocation, methodology of job approach, while maintaining the train approach of buttoning up the rear of the project while continuing to build ahead. While working with existing utility systems Sal has become well versed with large intricate bypass set ups to continue working without interrupting flow to the city / neighborhoods. Sal then proceeded to assist and help grow Lanzo Construction Company as a CM for all projects other than trenchless, while heading up the Business Development side to the company as well.

Sal is experienced, as a field supervisor, and project coordinator. Sal has managed a variety of municipal, industrial, and private projects. He has worked on various projects with diameters and sizes from CIPP, Open-Cut, Slip-Line ranging from 4" to 108". Sal is experienced with both circular and non-circular pipelines, pressure lines, water-mains, as well as force-mains.

EXPERIENCE

Lanzo Construction Company

2009 - Present

- Oversees all Trenchless Pipeline Rehabilitation Projects for Lanzo.
 - Review and Approval of all RFQ, RFP, Negotiated Bid Proposals for Trenchless Pipeline Rehab Bids.
 - Oversees all Hard Dollar Bonded Construction Bidding, Change Orders and Prequalification.
 - Responsible for all Environmental and Safety Compliance.
 - Oversees all Lanzo's Equipment, Labor & Material Procurement for Trenchless Rehab Operations.
 - Responsible for all Licensing, Certifications and Qualification for all Out-Of-State Projects.
 - Responsible for all Business Development, Public Relations, and Negotiations with Clients.
-

COMPLETED PROJECTS

Florida Projects:

Miami-Dade County Projects:

- | | |
|---|----------------|
| • Miami-Dade Water & Sewer Dept. Donut Hole Water Services Improvement (Design-Build) | \$9,794,836.99 |
|---|----------------|
-

Broward County Projects:

- | | |
|---|-----------------|
| • Deerfield Beach, Weingarten Realty 72-Inch CIPP Lining Project | \$645,000.00 |
| • City of Hollywood, 60-Inch Sanitary Sewer CIPP Rehabilitation | \$903,157.00 |
| • Town of Hillsboro Beach, Water Main Replacement Project | \$6,498,272.00 |
| • City of Hollywood, Water & Sewer Replacement Program | \$22,867,926.25 |
| • City of Hallandale Beach, Southwest Drainage Improvements 1609-75-B | \$4,259,525.50 |
| • City of Fort Lauderdale, G.T. Lohmeyer PCCP Sequence B Repair | \$3,662,716.65 |

Palm Beach County Projects:

• City of West Palm Beach, 48-Inch Force Main CIPP Lining Project	\$6,199,516.28
• City of Boca Raton, Wastewater Collection System Rehabilitation	\$734,085.00
• US Army Corp of Engineers, Herbert Hoover Culvert HP-5 Repair	\$765,000.00
• City of Pensacola (Pensacola County), 60-Inch Stormwater CIPP Rehabilitation	\$903,157.00

Out-Of-State Projects:

- **Wichita Falls, Texas** - Holliday Creek Trunkline SS Rehab; 12,300 LF of 36"-43" Sanitary Sewer CIPP Rehab
Amount: \$4,031,096.00
- **Toledo, OH** – 2018 Sewer Lining Project 12,925 LF of 8"-42" CIPP Lining
\$948,661.00
- **Elmhurst, IL** – 2019 Sewer CIPP Lining Project #19-18; 6,768 LF of 8"-30" CIPP Lining
\$659,888.00
- **Troy, MI** – 2020 CIPP Program, Contract 20-06; 7,636 LF of 8"-10" CIPP Lining
\$641,294.00
- **Douglasville, GA** – Echo Lake Sewer Outfall Rehabilitation; 2,340 LF of 30" DIP Sewer Line CIPP Lining
\$376,740.00
- **Dover, DE** – Sanitary Sewer Main Lining (Inflow & Infiltration Removal); 3,406 LF of 15"-30" VCP CIPP Lining
\$1,327,300.00

LICENSES/CERTIFICATES/QUALIFICATIONS

- First Aid & CPR Certified
- Advanced Confined Space Training and Rescue
- PACP Certified

QUALIFICATIONS

Mr. Bucci has 25 years of experience in the construction industry. He has worked at levels, ranging from laborer, foreman, production manager and project manager. He understands the challenges this project provides, and he possess the skills & knowledge to provide a quality product. His experience in the construction of major infrastructure projects include lining, distribution & transmission mains, storm water, wastewater, solid waste major pipeline and treatment plant projects. He has experience at the local and regional level for large-scale projects requiring the coordination of various construction disciplines. He has worked in both private and public sector. His responsibilities include daily onsite management of project personnel, including safety meetings, implementation of M.O.T., environmental protection, compliance with permit conditions from all governing agencies, meeting schedule deadlines, coordination with the project manager and the owner representative(s) for all phases of the project to best meet community/public needs.

Mr. Bucci is a Professional Project Manager for Lanzo Construction, experienced in the management and implementation of quality control measures to ensure the highest quality product in every project he is involved in. Mr. Bucci is an expert in clearly communicating the intention of the specification. Mr. Bucci is involved in the technical support of developing product, proposals, design, optimization methods for constructability of both open cut installation and rehabilitation projects. He is an effective communicator who makes decisions on scheduling of crews, equipment & product installation, as required for the project. He has demonstrated excellent management ability to effectively organize and execute multiple projects simultaneously to the full satisfaction of the owners.

EXPERIENCE

Lanzo Construction Company (*Project Manager*)

2013 - Present

- Responsible for coordination and execution of Underground Utility Construction and Trenchless Pipeline Rehab projects
 - Issuance of Purchase Orders, Permit Applications, Contracts, Shop Drawings Review, Payment Requisitions and Scheduling
 - Change Order Pricing, Negotiations and Coordination with Owner/Engineer
 - Involved in Quality Control, Value Engineering, Project Progress Meetings, Field Operations & Safety Training.
-

COMPLETED PROJECTS

Broward County Projects:

- | | |
|--|-----------------|
| • City of Hollywood – Water & Sewer Replacement Program | \$22,867,926.25 |
| • Broward County Board of County Commissioners – Bid Pack 10 | \$11,083,454.00 |
| • Broward County Board of County Commissioners – Bid Pack 5 | \$2,820,974.00 |
| • Broward County Board of County Commissioners – Bid Pack 2 | \$4,834,126.00 |
| • Broward County Board of County Commissioners – Bid Pack 1 | \$10,383,436.00 |

Palm Beach County Projects:

- | | |
|---|-------------------|
| • City of West Palm Beach – 48-inch Force Main CIPP Rehabilitation | \$7,140,970.19.00 |
| • City of Boca Raton – Wastewater Collection System CIPP Rehabilitation | \$734,085.00 |
| • Village of Wellington – Neighborhood Utility Reinvestment – Project 1 | \$1,822,917.00 |

Volusia County Projects:

- | | |
|---|----------------|
| • Florida Dept. of Transportation E5T27 CIPP Rehabilitation Project | \$1,468,776.50 |
|---|----------------|
-

EDUCATION

- High School Diploma

CERTIFICATIONS

- Certified Quality Control Manager
- Asphalt Paving Technician – Level 1
- Concrete Field Technician – Level 1
- Earthwork Construction Inspection – Level 2
- Advanced MOT Certification
- HAZMAT Certification
- Nuclear Gauge Safety Training
- OSHA 30 Construction

QUALIFICATIONS

Prajwal comes with a wealth of knowledge and is well-versed with multiple skills acquired with experience and education. He has a master's degree in Civil Engineering from Florida Institute of Technology and is a licensed engineer in the state of Florida. Prajwal has acquired experience in project management and estimating of Heavy Civil Construction projects providing services to both public and private sector clients in Palm Beach, Broward, and Miami-Dade counties. He has spearheaded projects of various scopes and a variety of project delivery methods including Design-Build, Design-Bid-Build, Construction Manager at Risk, Hard Dollar, Annual Contract (Job Order Contracting) and Negotiated Contracts.

He is detail oriented, and proficient in cost estimating, value engineering, planning, coordination, and project management. The scope of projects he has managed include Water, Sewer, Stormwater, Water & Wastewater Treatment Plants, Trenchless Pipeline Rehabilitation and Roadway Improvements. With great understanding of the unique challenges a project may pose, Prajwal brings a different perspective with his acquired skills and knowledge to deliver a quality and satisfactory product within budget and schedule to his clients.

EXPERIENCE

Lanzo Construction Company (*Senior Project Manager*)

2017-Present

- Estimating, Scheduling & Project Managing Underground Utility Construction Projects in Heavy Civil Industry.
- Permit Applications, Issuance of Purchase Orders, Negotiations with Subcontractors, Shop Drawings Review.
- Payment Applications, Change Orders, Design & Constructability Review & Production & Incident Reporting.
- Projects include Public Infrastructure Improvements with various municipalities, valuation ranging \$2-\$25 million.
- Involved in Quality Control, Value Engineering, Project Progress Meetings, Field Operation & Safety Training.

COMPLETED PROJECTS

Miami-Dade County Projects:

- | | |
|--|--------------|
| • Miami-Dade Water & Sewer Dept. – Emergency 48" PCCP Repair | \$135,243.00 |
|--|--------------|

Broward County Projects:

- | | |
|---|-----------------|
| • Town of Hillsboro Beach – Water Main Replacement | \$6,498,272.00 |
| • City of Fort Lauderdale – G.T. Lohmeyer Rehab of PCCP (Sequence B) | \$3,662,716.65 |
| • City of Hallandale Beach – Southwest Drainage Improvements | \$8,470,312.00 |
| • City of Hollywood – Water Main & Sewer Replacement Program | \$22,867,926.25 |
| • Broward County Board of County Commissioners – Hillsboro Mile Sanitary Sewer Improvements | \$9,782,573.00 |
| • BSO/BCAD-ConcourseA Rdwy Barriers, Parking Imp, UPS Installation & Bridge Joint Repair | \$2,318,896.00 |

Palm Beach County Projects:

- | | |
|--|----------------|
| • City of Boca Raton – SW 12th Avenue Infrastructure Upgrades | \$3,001,350.00 |
| • Seacoast Utility Authority – Northlake Blvd./US-1 Water Distribution & FM Replacement Ph 1 | \$4,259,525.50 |
| • City of Delray Beach – Reuse Water Main 12C | \$3,925,271.89 |

EDUCATION

- Master of Science – Civil Engineering, Florida Institute of Technology
- Bachelor of Science – Civil Engineering, Visvesvaraya Technological University, India

CERTIFICATIONS

- Professional Engineers License # PE 94622
- OSHA 30 Hour Construction
- Construction Manager in Training (CMIT)
- Maintenance of Traffic – Advanced
- CPR/AED/First Aid Certification

QUALIFICATIONS

Mr. Till is experienced in preparing proposal estimations for various types of bid delivery systems including hard dollar bid proposals, request for qualifications with pricing, design build and progressive design build proposals. Clients that he has managed the preparation of proposals for include Broward County, Miami Dade Water and Sewer Department, The City of Miami Beach, Palm Beach County, FDOT, South Florida Water Management and The Army Corp of Engineers to name a few.

Mr. Till has experience in the planning management and construction of major utility improvement projects including storm water collection systems, water transmission lines, water distribution systems, pump stations, wastewater collection systems including vacuum collection systems. He has experience at the local and regional level for large scale projects requiring the coordination of various construction disciplines, knowledgeable of both private and public sector construction needs. Mr. Till is experienced in the procurement of all permits required for utility construction and compliance with permit requirements.

EXPERIENCE

Lanzo Construction Company

2003 - Present

Responsible for the coordination and execution of underground utility construction projects. His duties consist of cost analysis of contracts, subcontracts, purchase orders, crew scheduling, payment requisitions and project negotiations. Estimate construction cost of public construction contracts for county & city projects throughout the state of Florida. Execution of all Lanzo Construction Contracts, Purchase Orders and Subcontracts.

COMPLETED PROJECTS

Broward County Neighborhood Improvement Projects

• Cresthaven Bid Pack 3	\$ 10,681,664
• North Andrews Bid Pack 6	\$ 9,074,190
• West Ken Lark Bid Pack 2	\$ 10,439,066
• City of Miramar (South Area 5)	\$ 12,373,000

Miami Dade Water & Sewer Department Projects

• Miami Dade Water & Sewer 30" & 36" Subaqueous Water Main Crossing of the Miami River Canal	\$ 952,486
• Miami Dade Water & Sewer 36" Water Main along SW 152 Street	\$ 10,125,379
• Design Build of a 54" Prestressed Concrete Cylindrical Pipe Force Main across the Opa-Locka Airport	\$ 4,301,480
• Miami Beach Palm and Hibiscus Islands Progressive Design Build	\$ 41,888,720
• Miami Dade Water & Sewer Emergency 72" Force Main Slipline with 63" HDPE	\$ 5,796,229
• Miami Dade Water & Sewer 54" Force Main	\$ 20,164,956

Palm Beach County

• Northern Region WUD 05-061	\$ 5,861,972
• Boca Raton Boca Hills Neighborhood Improvements Encased Gravity Sanitary Sewer	\$ 3,522,600

Monroe County

• Marathon Service Area 5 Vacuum Sewer System	\$ 20,487,925
• FKA Emergency 30" Outfall and Pump Station Upgrade Project	\$ 1,250,734
• City of Key West – Pump Assisted Storm Drainage	\$ 3,399,128

EDUCATION & CERTIFICATIONS

- Licensed Underground Utility and Excavation Contractor
- HCSS Advanced Training for Heavy Bid Software
- Advanced Maintenance of Traffic
- Miami Micro Date, Inc. – Primavera Suretrak Project Management

GIUSEPPE "JOE" D'ALESSANDRO JR.



**VICE PRESIDENT, DIRECTOR OF OPERATIONS, GENERAL
SUPERINTENDENT**

QUALIFICATIONS

Mr. D'Alessandro is responsible for all construction activities are well planned, coordinated, prioritized, and makes best use of the available resources. His leadership skills with the ability to make decisions and build effective teams on site is proven. He effectively controls the completion of all his civil construction works / installations. As the Manager the overall responsibility for Safety, Health & Environment is his number one priority. He champions health, safety and zero accident culture and makes this visible and mandatory throughout the project. He is pro-active with his subcontractors to promote safe and hazard free working environment. Joe conducts jobsite coordination meetings, attends the weekly progress meetings with stake holders, and provides guidance, assistance, and advice to the members of the team on all construction matters. He provides direction and support for materials and equipment during the project. Ultimately, he is responsible for all the work and that it is done according to schedule, contract, and budget.

EXPERIENCE

Lanzo Construction Company – Construction Manager

*May 2020 –
Present*

- Director of all Field Operations at Lanzo
- Responsible for Environmental & Safety Compliance
- Review and Approval of All RFQ, RFP, Negotiated Bid Proposals
- Oversees All Hard Dollar Bonded Construction Bidding, Change Orders, and Prequalification
- Oversees Lanzo's Technical Development
- Oversees all Lanzo's Equipment, Labor & Material Procurement

Danz Contracting – Director of Operations

*Feb 2019 –
May 2020*

Manager, overseeing operations for Dans Contracting in in the state of Florida. Responsible for all construction operations.

Lanzo Construction – General Superintendent

*May 2009 –
Feb 2019*

Responsible for coordination of all labor and equipment resources to facilitate the successful construction of all active projects.

COMPLETED PROJECTS

Miami-Dade County Projects:

• Miami-Dade Water & Sewer Dept. Installation of 54" PCCP Force Main	\$19,944,957.00
• Miami-Dade Water & Sewer Dept. Contract S-811	\$6,013,237.00
• Miami-Dade Water & Sewer Dept. 36-Inch Water Main on SW 152 nd Street	\$10,125,379.00
• Miami-Dade Water & Sewer Dept. Donut Hole Water Services Improvement (Design-Build)	\$9,794,836.99
• City of Miami Beach – Venetian Islands Improvements Package 13C	\$16,087,679.00
• City of Miami Beach – Design-Build Palm & Hibiscus ROW Improvements	\$36,500,000.00
• City of North Miami Beach – Northwood Oeffler Water Treatment Plant VOC Removal	\$6,483,076.00

Broward County Projects:

- | | |
|---|-----------------|
| • Broward County Board of County Commissioners – Rock Island Bid Pack 3 | \$26,002,137.00 |
| • Broward County Board of County Commissioners – Bid Pack 10 | \$11,083,454.00 |
| • City of Hallandale Beach – Southwest Drainage Improvements 1609-75-B | \$8,470,312.00 |
-

Palm Beach County Projects:

- | | |
|--|-----------------|
| • South Florida Water Management District S-39A Culvert Replacement & Automation | \$10,760,850.00 |
|--|-----------------|
-

Monroe County Projects:

- | | |
|--|----------------|
| • City of Key West Patricia and Ashby Street Emergency Installation of 30" Outfall | \$1,250,734.00 |
|--|----------------|
-

CERTIFICATIONS

- | | |
|---|--|
| • FLORIDA CERTIFIED GENERAL CONTRACTOR #
1519540 | • Trench & Excavation Competent Person
Training |
| • OSHA Construction Safety & Health | • Defensive Driving, Hand Safety & General
Jobsite Safety |
| • CPR & First Aid Training & Citation Review | |
-

EDUCATION

BS Business Administration | April 2009 | Western Michigan University

QUALIFICATIONS

Paul Wieczorek has nearly 42 years of boots on the ground experience in the heavy construction industry. He possesses experience within all phases of commercial construction, including heavy highway, underground utilities, structural concrete building and subaqueous crossings. Mr. Wieczorek specializes in complicated large diameter pipe installations and repairs. At Lanzo Construction, he is involved in contract interpretation and administration, along with the construction of various construction projects. His experience includes the installation of most forms of pipelines (3"-120"), pump stations (Local & Master), and warehouse facilities. He has been involved with at least 90% of the Miami Dade Water & Sewer projects and our Broward County Projects.

EXPERIENCE

Lanzo Construction Company (Construction Superintendent)

1980 - Present

Sewer Field Superintendent responsible for the coordination of Subcontractors, Labor, Equipment & Field Operations

COMPLETED PROJECTS

Miami-Dade County Projects:

• Miami-Dade Water & Sewer Dept. S-633 Ph. II Central District WTP Outfall Pipeline Replacement	\$18,865,505.00
• Miami-Dade Water & Sewer Dept. 36" Water Main on SW 152 nd Street	\$10,125,379.00
• Miami-Dade Water & Sewer Dept. Contract S-811	\$6,013,237.00
• Miami-Dade Water & Sewer Dept. DERM-01-WASD-NLE Opa-Locka Airport Sewer FM	\$4,301,480.00
• Miami-Dade Water & Sewer Dept. S0-503D Flagler St Sewer Force Main	\$3,246,820.00
• Miami-Dade Water & Sewer Dept. Contract 605A II	\$3,073,460.00
• Miami-Dade Water & Sewer Dept. W-788R 54" PCCP Water Main	\$3,688,337.80
• Miami-Dade Water & Sewer Dept. Emergency Installation of 60" PCCP	\$2,200,000.00

Broward County Projects:

• Hollywood Dixie Corridor Septic to Sewer Conversion	\$2,267,706.00
• Pompano Beach Emergency Repair of 42" PCCP	\$1,363,000.00

CERTIFICATIONS

- OSHA Construction Safety & Health
- CPR & First Aid Training & Citation Review
- Trench & Excavation Competent Person Training
- Defensive Driving, Hand Safety & General Jobsite Safety

CONSTRUCTION SUPERINTENDENT

QUALIFICATIONS

Richard has over 33 years of experience in the construction industry and is a Master of Communication. He provides clear communication between the owner's representatives who make the decisions and our men with boots on the ground who build the work and is essential to the successful delivery of the Palm and Hibiscus Project. He possesses specific experience in the construction of major infrastructure projects including potable water main, storm water, wastewater, solid waste major pipeline and treatment plant projects. He has experience at the local and regional level for large-scale projects requiring the coordination of various construction disciplines. He is knowledgeable in both private and public sector construction needs. He has been responsible for capital improvement development for potable water distribution projects including sanitary sewer storm water and water systems for Dade, Monroe, Broward, and Palm Beach Counties. His responsibilities include daily onsite management of 60 plus project personnel, coordination with the project manager and the owner representative(s) for all phases of the project to best meet community/public needs..

EXPERIENCE

Lanzo Construction Company (<i>Construction Superintendent</i>)	2009 - Present
--	-----------------------

Field Superintendent responsible for the coordination of Subcontractors, Labor & Equipment

DL Higgins (<i>Construction Superintendent</i>)	1997-2008
--	------------------

Field Superintendent responsible for the coordination of Subcontractors, Labor & Equipment

Giannetti Contracting (<i>Foreman & Construction Superintendent</i>)	1990-1997
---	------------------

Field Superintendent responsible for the coordination of Subcontractors, Labor & Equipment
Water, Sewer, and Force Main Pipe installation Foreman

COMPLETED PROJECTS

Broward County Projects:

- | | |
|--|-----------------|
| • City of Hollywood – Water & Sewer Replacement Project | \$22,867,926.25 |
| • Broward County Board of County Commissioners – Bid Pack 10 | \$11,083,454.00 |
| • Broward County Board of County Commissioners – Sanitary Sewer Improvements | \$9,782,573.00 |
| • Broward County Board of County Commissioners – Bid Pack No. 8 | \$16,678,266.90 |
-

Miami-Dade County Projects:

- | | |
|---|-----------------|
| • Miami-Dade Water & Sewer Dept. – Installation of 4.1 Miles of 54" PCCP Force Main | \$19,944,957.00 |
| • City of Miami Beach – Venetian Islands Bid Package 13C | \$16,087,679.00 |
-

Monroe County Projects:

- | | |
|---|-----------------|
| • City of Key West – Emergency Outfall | \$1,485,580.00 |
| • City of Marathon – Area 5 Wastewater & Storm Water | \$20,487,925.00 |
| • City of Key West – Sanitary Sewer Upgrade | \$12,476,000.00 |
| • City of Key West - Sanitary Collection System Rehabilitation District B | \$8,143,883.00 |
-

CERTIFICATIONS

- Advanced Maintenance of Traffic
- OSHA Construction Safety & Health
- CPR & First Aid Training & Citation Review
- Trench & Excavation Competent Person Training
- Qualified Stormwater Management Inspector

QUALIFICATIONS

Dale Hime has over 35 years of experience in the construction industry. He specializes in the building and construction of water and wastewater treatment plants in addition to other various projects. He has been responsible for the daily operations, smooth running, and timely completion of union and non-union projects to include supervision, quality control, safety compliance, planning, scheduling, purchasing and cost control. He has produced and updated AIA pay requests. He has also participated in the bidding and estimating of projects.

EXPERIENCE

Lanzo Construction Company (*Construction Superintendent*)

2010 - Present

Field Superintendent responsible for the coordination of Subcontractors, Labor & Equipment

Intrastate Construction Corporation – (*Construction Superintendent*)

1996 - 2010

General Superintendent responsible for the coordination of Subcontractors, Labor & Equipment

M. Bone, Inc. – (*Welding Foreman*)

1993 - 1996

Welding Foreman responsible for all fabrications

HB Zachary Co., Texas – (*Welding Foreman*)

1979 - 1993

Welding Foreman responsible for all fabrications

COMPLETED PROJECTS WITH LANZO

Broward County Projects:

• South Florida Water Management District S-39A Culvert Replacement	\$4,295,037.00
• City of Hallandale Beach – SW Drainage Improvements 1609-75-B	\$8,470,312.00
• City of Hallandale Beach – NE Quadrant Drainage Improvements	\$9,682,693.00
• City of Coral Springs Improvements District WTP & WWTP Improvements	\$18,155,000.00
• North Springs Improvement District – Chemical Storage Building	\$2,091,271.00
• North Springs Improvement District – Water Treatment Plant Improvements	\$16,931,888.00

CERTIFICATIONS & Qualified Welding Procedures

- OSHA 10 Construction
 - HB Zachary Supervisory Training & T-Lock Welding
 - MAXXP – (Plate) & MAXXP (Pipe)
 - IGMA-XX-FM-(TIG) & IGMA-XX-FM-(SS)
-

EDUCATION

- Charlotte High School, Texas – HS Diploma

QUALIFICATIONS

Mr. Duncan currently is Survey Director for Lanzo Construction Company with 37 years of Land Surveying experience. He is equipped with a thorough knowledge of principles, practices and procedures of all land survey related tasks including but not limited to as-built surveys, ALTA surveys, boundary and topographic surveys, condominium surveys, legal descriptions and easement preparation. He has the ability to synthesize complex and diverse information; collect and research data; use intuition and experience to complement data and design work flows and procedures.

EXPERIENCE

Lanzo Construction Company – Survey Director

2015 - Present

Oversees In-house Survey Department. Formulate, review and analyze work methods to increase efficiency and productivity and provide input into the writing of performance standards. Plan, coordinate and supervise the work of several survey field crews. Coordinate work assignments with the project schedule to ensure a timely completion. Keep detailed and accurate records of crew activities, survey data.

Baseline Engineering and Land Surveying, Inc. – Vice President

2008 - 2015

Formulate business plan. Coordinate and supervise the work of multiple survey field crews. Served as the liaison between municipalities, contractors, and subcontractors during construction phase to provide continuity in the assignment of survey related tasks. Attended pre-construction conferences to convey information of contractors' intent to field crews. Kept detailed and accurate records of crew activities and survey data.

Ernest W. Duncan Land Surveying Inc. – President/Owner

1999 - 2008

Plan, coordinate and supervise the work of several field survey crews. Instruct survey crews in the field layout of the more difficult construction projects, in replacing lost survey monuments, in setting property corners from legal descriptions and title information, and in performing other aspects of survey work. Coordinate work assignments with the schedule of the contractor to ensure timely completion of projects. Review and analyze work methods to increase efficiency and productivity and provide input into the writing of performance standards. Review plans and legal documents for survey preparation to survey areas in detail.

Consul Tech Engineering Inc. – Survey Director

1985 - 1999

Responsible for as many as 18 field crews, multiple survey technicians/draftsmen and direct supervisor for 5 licensed surveyors.

EDUCATION/CERTIFICATIONS

- Licensed as Professional Surveyor and Mapper (2/17/1993)
- International Correspondence School Land Surveying Degree (1985 – 1987)
- East Carolina University, Greenville, North Carolina (1981 – 1983)
- Military Occupation Training – Airborne Navigation School, Mather Air Force Base (1979-1982)

QUALIFICATIONS

Neil Stevenson is an experienced in planning, maintenance, safety management, coordination between customers and third-party inspectors. Mr. Stevenson initially started off as a Pipeline Inspection Engineer responsible for preparation of Cured-In-Place Pipe liner of various diameters. He is well versed in building, handling, and operating explosion proof equipment in hazardous environment, working in confined space, incident reporting and investigation, risk identification, pollution prevention and quality control. He leads safety protocols and procedures at all project sites coordinating, training, and educating Superintendents, Project Managers, Foreman, Crew, Labor, and other employees in the disciplines of Underground Construction. He is responsible for implementation of Health, Safety and Environmental policies and other compliance, interactions with OSHA and other safety enforcements bodies.

EXPERIENCE

Lanzo Construction Company (*Safety Coordinator*)

1996 - Present

Responsible for training staff in safe use, maintenance, and repair of underground camera equipment. Initiated the implementation of an OSHA compliant safety program aimed at increasing productivity while minimizing risk. Prepare and inspect underground infrastructure to document defects in readiness for rehabilitation and underground construction activities. Project management and coordination between customers and third-party inspection authorities to ensure due diligence and contract conformity.

Pearpoint, Inc. (*Pipeline Inspection Engineer*)

1993 - 1996

Trained and educated operators in the use of Pearpoint's industry leading survey technology. Demonstrated equipment to potential municipal and industrial purchasers/clients throughout the United States and Europe.

COMPLETED PROJECTS

Florida Projects:

• Deerfield Beach, Weingarten 72-Inch CIPP Lining Project	\$645,000.00
• Pensacola, Stormwater 60-Inch CIPP Lining Project	\$903,157.00
• Hollywood, 60-Inch Sanitary Sewer CIPP Lining Project	\$2,484,295.00
• West Palm Beach, 48-Inch Force Main CIPP Lining Project	\$183,008.00
• FDOT, Volusia County, 36"-108" CIPP Lining Project	\$1,685,953.00
• Charlotte County, Stormwater Collection System CIPP Lining Project	\$557,881.00

Out-Of-State Projects:

• Wichita Falls, TX – Holliday Creek Sanitary Sewer Trunkline Rehab CIPP Project	\$4,031,096.00
--	----------------

EDUCATION

- East Berkshire College of Technology – Full Technological Certificate (1977)
- Willesden College of Technology, England – Welding & Fabrication (1975)
- Bachelor's in Science, Mechanical Engineering & HVAC – Florida Atlantic University (1996)

CERTIFICATIONS

- Pipeline Assessment Certification Program (PACP)
- FDOT – Maintenance of Traffic Certification
- Mobile Equipment Working Platform Certification (MEWP)
- First Aid & CPR
- OSHA 30 & Authorized Trainer
- Fall Protection Certification

References

<u>Page</u>	<u>Contents</u>
1	Contents Listing
2	Professional Reference List
3	APWA Project of the Year Award
4	Broward Letter of Recommendation
5	Key West Board of Directors Appreciation Letter
6	Stephen P. Clark Center Appreciation Letter
7	Home Owners Association Appreciation Letter
8	Work Zone Resident Appreciation Letter

Customer Reference List

Broward County WWS
2555 W Copans Road
Pompano Beach, FL 33069
Patrick MacGregor
954-831-0973 P
954-831-0798 F
pamacgregor@broward.org

Stantec / C3TS
3996 NW 9th Avenue
Ft. Lauderdale FL 33309
Terrance N. Glunt, P.E.
561-487-3379 P
561-487-3466 F
tglunt@c3ts.com

Craven Thompson & Associates
1011 NW 62nd Street Suite 310
Fort Lauderdale, FL 33309
Don Shaver
954-739-6400 P
954-739-6409 F
DShaver@Craventhompson.com

**Miami Dade Water & Sewer
Dept.**
3575 S. LeJeune Rd, FL
Miami, FL 33146
Nelson Cespedes
(305) 607-0799 P
(786) 552-8637 F
ncesp@miamidade.gov

Hazen & Sawyer
4000 Hollywood Blvd
Hollywood, FL 33021
John O. Hoffman, P.E.
954-987-0066 P
954-987-2949 F
jhoffman@hazenandsawyer.com





Public Works Department • Water and Wastewater Services
WATER AND WASTEWATER ENGINEERING DIVISION
2555 West Copans Road • Pompano Beach, Florida 33069 • 954-831-0745 • FAX 954-831-0798/0925

August 7, 2008

JEA/SJRPP
Procurement Department
21 West Church Street, Suite 103
Jacksonville, FL 32202

Subject: Lanzo Construction

Over the past eight years Lanzo Construction has successfully worked on 12 projects for the Water and Wastewater Engineering Division of Broward County Florida. Those projects total \$125,570,112.45 nine of which have been completed on time and within budget. We presently have three active construction projects with Lanzo construction that are also ahead of schedule and within budget.

I have found Lanzo Construction to be an excellent contractor willing to go out of their way to satisfy owner requested enhancements. Their staff both in the office and on the construction site is knowledgeable and responsive. Broward County continues to short list Lanzo for all our most complex underground and Neighborhood Improvement Projects.

If you would like to speak with me personally about Lanzo's qualifications, please contact me at 954-831-0904.

Sincerely,

Patrick J. MacGregor

Patrick J. MacGregor
Neighborhood Improvement Program Manager

Broward County Board of County Commissioners
Josephus Eggleston, Jr. • Sue Gunzburger • Kristin D. Jacobs • Ken Keech • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr. • Diana Wasserman-Rubin • Lois Wexler
www.broward.org



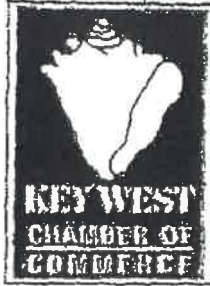
Section 4 Page 4

December 17-18, 1999
50 cent
if not pay anywhere

KEY WEST
THE CITIZEN

To subscribe to The Citizen call 234-5541 or 1-800-294-5541 / <http://www.keynews.com>

"I feel sorry
for the
cheekbones."



Thank You!!!

The entire Board of Directors of the Greater Key West Chamber of Commerce would like to thank the City of Key West and Lanzo Construction Company for doing an exemplary job on the Duval Street Sewer Project.

All too often in our busy lives, we find the time to criticize poor performance yet fail to take the time to thank someone for exceeding our expectations. We applaud the efforts that have been made to finish this project before the "early finish" date of January 14, 2000.

Thank you for understanding and being sensitive to the needs of the merchants along Duval Street. Our hats are off to you for a job well done.

Sincerely,

Matt Gebich
Bill Barry
Charles Bradford
Dabbie Bradford
Michael Browning
Winston Burrell
Tony Falcone
José González
John Dolan-Mehlinger

Mark Hyatt
David Paul Horan
Melissa Kendrick
Daniel Lee
Bob Lehman
Jack Martin
Sharon Moore
Linda O'Brien
Frank Romano

Fred Salinas
Tom Sawyer
Ron Scott
Joseph Shurtmurt
Danny Toppino
Robert Tracy
John Waschler
Jeff Webb
Kim Works

[Handwritten signatures of the board members listed above]

[Handwritten signature: "solares hill"]

THE CITIZEN

MIAMI-DADE COUNTY, FLORIDA



STEPHEN P. CLARK CENTER

June 23, 1999

OFFICE OF MANAGEMENT AND BUDGET
111 N.W. 1ST STREET
SUITE 2710
MIAMI, FLORIDA 33126-1892
(305) 375-5143

John Chorlog, Assistant Director
Miami-Dade Water & Sewer Department
4200 Salzedo Street Room 315
Coral Gables, FL 33146

Dear John,

Thank you for your recent update of the construction schedule for the pump station replacement project currently underway in my backyard. I look forward to the job being completed, and it appears that all work will be finished soon.

I want to compliment you and the entire Water & Sewer Department staff that have been involved with the project. The private contractor, Lanzo Construction, has also been particularly cooperative and has made every effort to inform us about the work schedule. They have gone out of their way to ensure a safe work site and have always been available to answer questions. They have consulted me on the replacement of the landscaping and fence which was removed due to the project and we have agreed on how to proceed.

My four year old son has enjoyed the opportunity to watch the heavy equipment and all of the workers have been extremely friendly to him. He would actually prefer the project to go on indefinitely.

Once again, thank you for your personal attention to this project. As we discussed, I have seen similar pump station upgrades that appeared to take forever to complete, and therefore I was particularly concerned that this project would take just as long. Fortunately, just as you predicted, this contractor did not have the type of problems that affected the construction schedules of other similar projects.

Sincerely

A handwritten signature in black ink, appearing to read 'Scott Mendelsberg'.

Scott Mendelsberg
10861 SW 120 St
Miami FL 33176

cc: William Brandt, Director
Water & Sewer Department

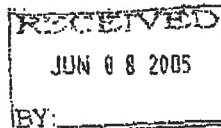


Section 4 Page 6



June 6, 2005

Lanzo Construction
125 SE Fifth Court
Deerfield Beach, FL 33441



Attention James Tilli

Dear Mr. Tilli:

Three months ago, it was hard to imagine how Greenfield Garden could return to its former haven of greenery alongside the Miami River.

Spring Garden residents all marvel at how well the Garden was restored and replanted. It has returned to being an oasis where all may enjoy a quiet moment with public access to the Miami River.

The Spring Garden Civic Association would like to thank you for the splendid job done by Lanzo Construction in returning the Garden to us; we are particularly appreciative of the addition of a water source so that plants may now be watered during dry months. Again, our thanks for a job well done.

Sincerely yours,

Jay Veber
President
Spring Garden Civic Association

Cc: Mr. William M. Brant, Director
Miami-Dade Water & Sewer

The Honorable Barbara Carey-Shuler, Ed.D.,
Miami-Dade County Commissioner

Hey Guys,

Just a small note to say thank you for all your hard work but especially for being considerate of the baby and I on our walks. You guys never ran over me, but especially you made sure of not frightening, nor waking the baby.

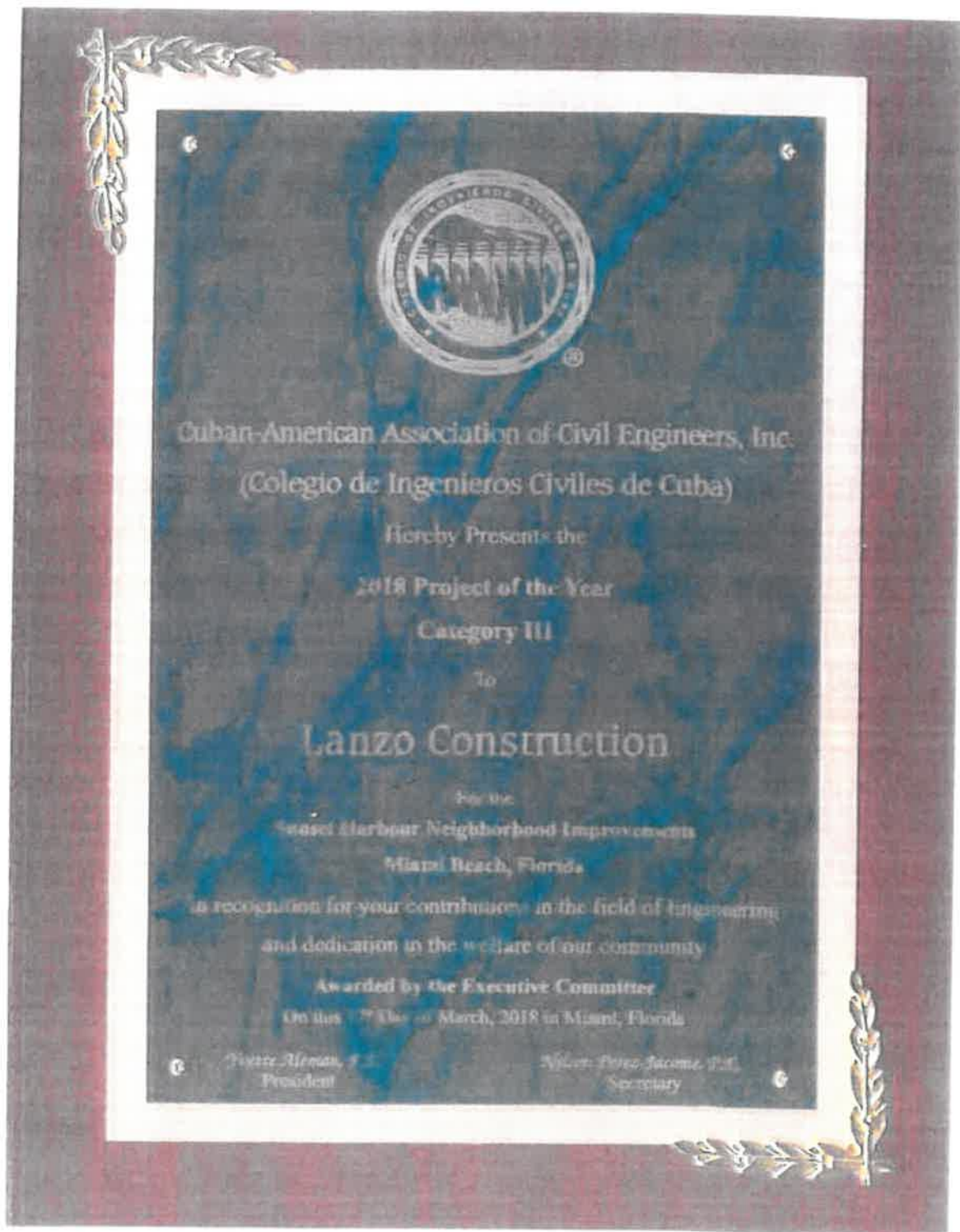
And overall you all have been very friendly ☺

Wherever your work takes you next (whenever that may be), I hope it will have another Nanny walking by! ☺

Have a great day,
God Bless you all,

Melanie Strassheimer
(or Zelli Poppin)





Licensing & Qualifications

<u>Page</u>	<u>Contents</u>
1	Contents Listing
2	Lanzo Professional Engineers Certification
3	Professional Surveyor and Mapping License
4	City of Deerfield Business License Tax Certs
5	Broward County Local Business Tax Receipt
6	Matthew P. Tilli CGC & CUC License
7	James M. Tilli CUC License
8	Florida Dept. of Transportation Prequalification

Section 5



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB7329**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

LANZO CONSTRUCTION CO FLORIDA
125 SE 5TH CT
DEERFIELD BEACH, FL 33441

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Business Tax Office
150 NE 2nd Ave.
Deerfield Beach, FL 33441
Phone: (954) 480-4333
E-mail: web.btr@deerfield-beach.com



Business Tax Receipt License
2022 - 2023
License Number: 2023-467330
Date Issued: 9/23/2022
Expires: 9/30/2023

LANZO CONSTRUCTION CO FLA
125 SE 5 COURT
DEERFIELD BEACH, Florida 33441

Classification: EXCAVATION WORK
Business Location: 125 SE 5 COURT DFB 33441
Service(s): OFFICE-UTILY/EXCAV CONTR; WHSE

Tax Amount: \$58.80	Add Fees: \$235.20	Penalty: \$0.00	Total Amount Paid: \$294.00
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Notice: This tax receipt becomes *NULL* and *VOID* if ownership, business name, or address changed.
Business owner **must** apply to Business Tax Office for Transfer.

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

Receipt #: 180-6716
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Business Opened:02/23/2006
State/County/Cert/Reg:CDC036262
Exemption Code:

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
100.00	0.00	0.00	0.00	0.00	0.00	100.00

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Receipt #04B-21-00007612
Paid 09/20/2022 108.00

2022 - 2023



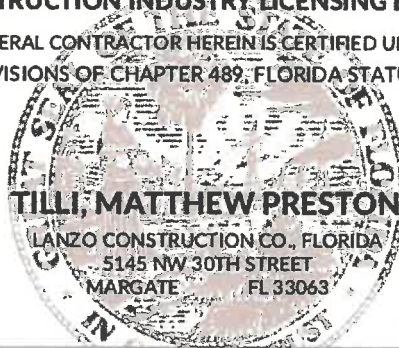
Ron DeSantis, Governor

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



LICENSE NUMBER: CGC036262

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TILLI, MATTHEW PRESTON

LANZO CONSTR CO FLORIDA
5145 NW 30TH STREET
MARGATE FL 33063

LICENSE NUMBER: CUC049468

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TILLI, JAMES MATTHEW J
LANZO CONSTRUCTION CO., FLORIDA
125 SE 5 CT
DEERFIELD BEACH FL 33441

LICENSE NUMBER: CUC1224875

EXPIRATION DATE: AUGUST 31, 2024

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Statements of Policies & Practices

<u>Page</u>	<u>Contents</u>
1	Contents Listing
2	FDOT Affirmative Action Plan Approval
3-6	DBE Affirmative Action Plan
6	Declaration of Subcontracting Policies & Procedures
7	Procurement Policy Statement
8	Open Door Policy, Equal Employment Opportunity Policy
9-20	Drug Free Workplace Policy
21	Hurricane & Severe Storm Plan



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

November 15, 2010

MR ROBERT W BEASLEY
LANZO CONSTRUCTION CO FLORIDA
125 SE 5TH CT
DEERFIELD FIELD BEACH FL 33441-4749

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

Dear Mr. Beasley:

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:
LANZO CONSTRUCTION CO FLORIDA
has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4742.

Sincerely,

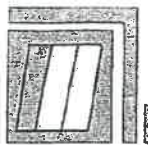
Erica Miller
Contract Compliance Administrator
Equal Opportunity Office

EM/dg

AFFIRMATIVE ACTION PLAN EXPIRATION: November 15, 2013

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE contact the Certification Section at (850) 414-4747.

www.dot.state.fl.us



LANZO

Construction
Co., Florida

125 S.E. 5th Court
Deerfield Beach, FL 33441-4749
Office: (954) 979-0802
Fax: (954) 979-9897
www.lanzo.net

275-G33-11B
EQUAL OPPORTUNITY OFFICE
0200
Page 1 of 3

DBE AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of Lanzo Construction Co., Florida that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation.

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the Florida Department of Transportation and Lanzo Construction Co., Florida. Subcontractors and/or suppliers to Lanzo Construction Co., Florida will also be bound by the requirements of Rule Chapter 14-78, F.A.C.

Lanzo Construction Co., Florida, and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with the Florida Department of Transportation.

Lanzo Construction Co., Florida, and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with the Department of Transportation.

Lanzo Construction Co., Florida has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout Lanzo Construction Co., Florida and to disadvantaged controlled businesses. The statement is posted on notice boards of the Company.

X

Giuseppe D'Alessandro, President

X 11/15/10
Date

FLORIDA DEPARTMENT OF TRANSPORTATION
EQUAL OPPORTUNITY OFFICE
APPROVED: [Signature]
DISAPPROVED: _____
DATE: 11/15/10

An Equal Opportunity Employer

November 15, 2010

275-030-11B
EQUAL OPPORTUNITY OFFICE
02/08
Page 2 of 3

I. DESIGNATION OF LIAISON OFFICER

Robert Beatty will aggressively recruit disadvantaged businesses, as subcontractors and suppliers for all contracts with the Florida Department of Transportation. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all Florida Department of Transportation contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by the Florida Department of Transportation, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the Florida Department of Transportation.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of the Florida Department of Transportation.

Robert W. Beatty
Lanzo Construction Co. Florida
125 SE 5th Court
954-979-0802
59-2011933

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, Robert W. Beatty has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform Florida Department of Transportation work;
3. Lack of interest in performing on Florida Department of Transportation contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of Florida Department of Transportation plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of Lanzo Construction Co. Florida to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with the Florida Department of Transportation. Lanzo Construction Co. Florida will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by the Florida Department of Transportation to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.

Lanzo Construction Co. Florida understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

On contracts with specific DBE goals, Lanzo Construction Co. Florida will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, the Company will, as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

IV. REPORTING

Lanzo Construction Co. Florida shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan.

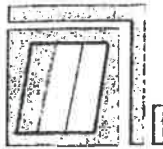
The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company; identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all Florida Department of Transportation projects;
4. The Company shall comply with Florida Department of Transportation's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORY

Lanzo Construction Co. Florida will utilize the DBE Directory published by the Florida Department of Transportation.

The Company will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.



LANZO

Construction
Co., Florida

1900 N.W. 44th Street
Pompano Beach, Florida 33064
Office: (954) 979-0802
Fax: (954) 979-9897
www.lanzo.net

Declaration of Fair Subcontracting Policies & Procedures

In keeping with our approach to fair practices in awarding subcontractors, Lanzo Lining declares that it has and shall continue to implement procedures, which will promote diversity in the usage of subcontracts. Lanzo believes that these procedures will present opportunities to as many qualified subcontractors as possible.

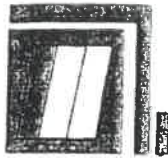
First, Lanzo's policy and procedures are geared to notify the broadest of local subcontractors of the opportunity to be awarded a subcontract. Second, Lanzo's policy and procedures are crafted in an effort to invite local subcontractors to submit bids in an uncomplicated and expeditious manner. Third, Lanzo's policy seeks to afford subcontractors avenues to procure the necessary information to shape and submit a bid. Fourth, Lanzo's procedures set out to afford subcontractors access to Lanzo personnel so that any questions and clarifications can be addressed. Fifth, Lanzo's procedures seek the ultimate goal of awarding subcontracts to those who have submitted good faith proposals in keeping with the project's goals.

The specific policies and procedures that Lanzo Lining Services, Inc., sets out to implement and exercise are:

- 1) Contacting Local Trade Associations for listings of firms.
- 2) Contacting local government bodies or owners for any community development program which seeks business development and maintains a register of vendors/subcontractors.
- 3) Advertising in construction trade journals.
- 4) Contacting local chambers of commerce for participating members and listings.
- 5) Faxing or calling identified vendors/subcontractors and provide same with details (as practical) of proposed project/bid and request response by return fax.
- 6) Designating Lanzo staff which will meet with inquiring subcontractors to view scope of work and responsibilities unique to subcontractor's anticipated work.
- 7) Awarding Contracts to the subcontractors which have submitted responsible and low bids consistent with the intentions of the project.


Giuseppe D'Alessandro
President

An Equal Opportunity Employer



LANZO

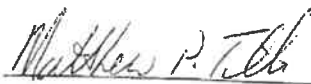
Construction
Co., Florida

125 S.E. 5th Court
Deerfield Beach, FL 33441-4749
Office: (954) 979-0802
Fax: (954) 979-9897
www.lanzo.net

PROCUREMENT POLICY

IT IS THE POLICY OF Lanzo Construction Co. FL and Affiliated companies (Lanzo Lining Services) that in its procurement practices, every effort shall be taken to secure materials, supplies and services from firms which meet the needs of the company in the most cost effective manner. It is our policy that we do not discriminate in our procurement practices and that we seek opportunities to secure commodities and services from as many local sources as is reasonably practical.

As with our company's Declaration of Fair Subcontracting Policies and Procedures, we will continue to implement procedures that will promote diversity in the usage of suppliers. It is expected from all employees involved in the procurement of goods and services that they commit themselves to identify all available resources. This effort will allow Lanzo to meet its goal of securing reliable source of product with a cost-effective result.


Matthew P. Tilli
Vice President

12/5/02
Date

An Equal Opportunity Employer

Open-Door Policy

In keeping with Lanzo's philosophy of open communication, all employees have the right and are encouraged to speak freely with management about their job-related concerns.

We urge you to go directly to your supervisor to discuss your job-related ideas, recommendations, concerns and other issues which are important to you. If, after talking with your supervisor, you feel the need for additional discussion, you are encouraged to speak with Lanzo's president.

The most important relationship you will develop at Lanzo will be between you and your supervisor. However, should you need support from someone other than your supervisor, the entire management team, including Lanzo's president, is committed to resolving your individual concerns in a timely and appropriate manner.

Equal Employment Opportunity

It's Lanzo's policy to provide equal employment opportunity to all employees and applicants for employment and not to discriminate on any basis prohibited by law, including race, color, sex, age, religion, national origin, disability, marital status or veteran status. It is our intent and desire that equal employment opportunities will be provided in employment, recruitment, selection, compensation, benefits, promotion, demotion, layoff, termination and all other terms and conditions of employment. Lanzo's President and all managerial personnel are committed to this policy and its enforcement.

Employees are directed to bring any violation of this policy to the immediate attention of their supervisor or to Lanzo's president. Any employee who violates this policy or knowingly retaliates against an employee reporting or complaining of a violation of this policy shall be subject to immediate disciplinary action, up to and including discharge. Complaints brought under this policy will be promptly investigated and handled with due regard for the privacy and respect of all involved.

Drug- Free Workplace

Recognizing substance abuse (including Alcohol) is a detrimental problem facing society, Lanzo will do it's best to actively fight this problem. One of the ways we are addressing this problem is by implementing and maintaining a substance abuse policy to ensure that Lanzo will be a drug-free workplace.

We understand employees and applicants under a physician's care may be required to use prescription drugs; however. Illegal use of prescribed medications is also substance abuse and will be dealt with in the same manner as the abuse of illegal substances. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, drug-free environment. We encourage those who abuse drugs and or alcohol to voluntarily seek help. This policy contains an employee assistance resource file which allows employees and their families to find help in dealing with alcohol or drug abuse. However, it is the employee's responsibility to seek help before drug and alcohol problems lead to disciplinary action.

Legal Drug: Included prescribed drugs and over the counter medications which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

Illegal Drug: Any drug: (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained; or (c) which is being used in a manner or for purpose other than as prescribed.

Lanzo's Standard of Conduct requires that employees of this company shall not use illegal drugs or abuse alcohol or prescription medications. Any employee determined to be in violation of this policy is subject to disciplinary action, even for the first offense. In order to maintain this standard, Lanzo shall establish and maintain the program and rules set forth below, under applicable state laws.

A. Post-offer job Applicant Screening

Lanzo will conduct a post-offer drug test designed to prevent the hiring of individuals who use illegal drugs or abuse prescription medications. If a job applicant refuses to submit the required drug test, tampers with or adulterates a drug test specimen or has a confirmed positive drug result; he/she forfeits his/her eligibility for employment.

B. Current Employee Screening

Lanzo will conduct drug and or alcohol screens, as outlined in this policy, to identify employees who use illegal drugs or abuse alcohol, etc, either on or off the job. It shall be a condition of employment that all employees submit to a drug and / or alcohol screen in accordance with the provisions listed below. Lanzo may suspend employees without pay, under this policy, pending the results of a drug and / or alcohol test or investigation.

1. Reasonable Suspicion Testing

“Reasonable suspicion testing” means drug and/or alcohol testing based on an employer’s belief that an employee is using or had used drugs in violation of the employer’s policy, drawn from specific visual or verbal facts that would lead a reasonable person, without any medical training but normal life experiences, to conclude the possibility of drug and/or alcohol use. Whenever possible, the supervisor who is suspicious of an employee’s behavior should have the suspicious behavior confirmed by another supervisor or manager before requiring the employee to be tested. Employees who refuse to be tested will be terminated.

If there is reasonable suspicion that an employee is under the influence of drugs and/or alcohol, the employee will be required to undergo drug and/or alcohol testing at a laboratory chosen by Lanzo.

Occurrences that may be indicators of substance abuse and are considered grounds for reasonable suspicion are:

- a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. A report of drug use, provided by a reliable and credible source.
- d. Evidence that an individual has tampered with a drug test during his employment with the current employer.
- e. Information that an employee has caused, contributed to, or been involved in an accident while at work.
- f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer’s premises or while operating the employer’s vehicle, machinery, or equipment.

If an employee is arrested for or convicted of a drug-related crime, Lanzo will investigate all of the circumstances, and Lanzo officials may utilize the drug-testing procedure if cause is established by the investigation. An arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. As a condition of employment an employee must notify the human resources of any criminal drug statute arrest or conviction within five (5) days of such arrest or conviction.

2. Accident and Injury Procedures

Any employee involved in a work related accident, which requires medical treatment, above and beyond first aid, must first receive treatment. The employee must then submit to a post-accident drug screen. A post accident alcohol test may apply. The employee must report for testing to the designated collection site within 24 hours of the accident, if the drug and/or alcohol collection is not performed following treatment. Failure to do so will be considered a refusal to test, resulting in immediate termination.

3. Routine Fitness-for-duty

Lanzo must require an employee to submit to a drug test **IF** the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of Lanzo's established policy **OR** that is scheduled routinely for all members of an employment classification or group. Employees subject to any routine fitness-for-duty testing will be notified in writing and be required to sign a routine fitness-for-duty consent form.

4. Return to work and Follow-up drug testing

If an employee in the course of employment voluntarily enters an employee assistance program for drug related problems, or an alcohol/ drug rehabilitation program, this company must require the employee to submit to a drug and / or alcohol test as a follow-up to such program. Advances notice of a follow-up testing date must not be given to the employee to be tested.

5. Random Testing

Lanzo may conduct random drug testing, as stated in applicable state laws. A third-party company designated by Lanzo will generate a computerized random list of employees who would be required to submit to a random screen. When an employee is chosen for a random drug screen, their name automatically returns to the pool for future random tests.

C. Basis for Discipline or Termination

1. Illegal Drug Use and Alcohol Abuse

Any employee using, selling, purchasing, possessing, soliciting or distributing illegal drugs and/or unauthorized alcoholic beverages on company property or company business will be in violation of this policy, resulting in immediate termination of employment. Any employee, who has a confirmed positive drug and/or alcohol test, as determined under applicable state laws as listed below, will be subject to Lanzo's disciplinary action, as outlined in the Employment Acknowledgement Agreement Form.

Table of Positive Drug Levels in Urine

Drug to be tested for:

<u>Drug</u>	<u>Initial</u>	<u>Confirmation</u>
Alcohol (blood)	.04 g/dl	0.4 g/dl
Alcohol (breath or Blood)	.08 g/dl	.08 g/dl
Amphetamines	1,000 ng/ml	500 ng/ml
Cannabinoids	50 ng/ml	5 ng/ml
Cocaine	300 ng/ml	150 ng/ ml
Opiates	2000 ng/ml	2000 ng/ ml
Phencyclidine	25 ng/ml	25 ng/ml
Barbiturates	300 ng/ ml	150 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Methaqualone	300 ng/ml	150 ng/ml
Methadone	300 ng /ml	150 ng/ml
Propoxyphene	300 ng/ml	150 ng/ml

Any employee who has a confirmed positive drug and /or alcohol test may forfeit eligibility for medical and indemnity benefits in state's workers compensation law and may also forfeit unemployment benefits, under state law.

2. Refusal to Test

Any employee who refuses to submit to a required drug and/or alcohol test will be subject to immediate termination of employment. A tampered with or an adulterated drug and/or alcohol specimen, will be considered a refusal to test, resulting in termination of employment.

D. Confidentiality

1. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the employer through a drug testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this Rule, in determining compensability. Employers, testing laboratories, employee assistance program, drug and alcohol rehabilitation programs and their agents who receive or have access to information concerning drug test results keep all information confidential. Release of such information under any circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction, in pursuant to an appeal taken under this section, or unless deemed appropriated by a professional licensing board in related disciplinary proceedings.

The consent form must contain, at the minimum, the following:

- a. The name of the person authorized to obtain the information
- b. The signature of the person authorizing release.
- c. The purpose of the disclosure
- d. The duration of the consent
- e. The precise information to be disclosed

E. Prescription and Non-Prescription Medications

Lanzo will provide a standard form for the employee to confidentially report the use of prescription or non-prescription medications to the Medical Review Officer both prior to and after the drug or alcohol test. No prescription drug shall be brought upon the premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner so prescribed. Employees must keep all such prescription medicines in the original container which identifies the date of the prescription and the prescribing physician. Employees should report the use of any prescribed medication which may alter the employee's physical or mental ability, prior to commencing work. Lanzo retains the right to change the employee's job assignment during the term of treatment.

F. Drugs to be Tested for: Common and Chemical Name

Over-the-counter and prescriptions drugs which could alter or affect the outcome of a drug test:

ALCOHOL: (booze, drink, beer, liquor, wine, moonshine) All liquid medications containing ethyl alcohol, Comtrex is 20% (40 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES: (beanies, black beauties, crystal, speed, uppers, crank) Obetrol, Biphedamine, Desoxyn, Dexedrine, Direx.

CANNABINOIDS: (marijuana, hashish, maryjane, grass, reefer, pot, dope, etc.) Marinol, (Dronabinol, TEC).

COCAINE: (coke, crack, blow, nose candy, toot, snow) Cocaine HCl topical solution (Roxanne)

PHENCYCLIDINE: (PCP, angel dust) Not legal by prescription.

METHAQUALONE: (ludes, qualude, optimal, parest) Not legal by prescription

OPIATES: (heroin, horse, smack, powder) Paregoric, Prepectolin, Donnagel PG, Morphine, Tylenol with Codine, Empirin with Codine, APAP with Codeine, Aspirin with Codeine, Robitusin AC, Guituss AC, Novahistine DM, Novahistine Expectorant, Dilaudid (Hyfromorphine), M-S Contin and Roxanol (morphine and sulfate), Percodan, Vicodin. Etc.

BARBITURATES: (barbs, rainbow, downers, golfballs, reds, blues). Penobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabital, Butabital, Phrenilin, Triad, etc.

BENZODIAZEPINES: (Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

METHADONE: Dolphine, Methadose

PROPOXYPHENE: Darvocet, Darvon N, Dolene, etc.

Lanzo will test for the minimum of drugs which is described as a five (5) panel test (amphetamines, opiates, cocaine, pcp, cannabinoids), but is allowed to test up to all 10 drugs and alcohol, as listed above.

G. Challenge to Test Results

1. A requirement of a drug-free workplace program is that within five working days after receiving notice of positive, confirmed test results, the employee must be allowed to submit information to the Medical Review Officer explaining or contesting the test results. If the employee's explanation or challenge of the positive test result is unsatisfactory to the employer, the employee must be notified within fifteen days that the explanation is unsatisfactory and shall be retained by the employer for at least one year.
2. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge or Compensation Claims pursuant to state law or if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction.

H. Employee's Responsibility

When an employee undertakes a challenge, it shall be the employee's responsibility to notify the Medical Review Officer and the sample shall be retained by the laboratory until the case is settled.

I. Laboratory Assistance

The Medical Review Officer, designated by Lanzo shall provide the clinical/technical assistance to the employee for the purpose of interpreting positive, confirmed test results which could have been caused by prescription or non-prescription medication taken by the employee. Additionally, employees and job applicants have the right to consult the laboratory for technical information regarding prescription or non-prescription medications.

J. Employee Protection

1. Upon implementation of a drug-free workplace program, the employer shall detail in writing, within seven (7) days after testing an employee who had exhibited suspicious behavior, the circumstances leading to a determination of reasonable suspicion of drug and /or alcohol abuse to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept and retained confidentially by the employer for at least one (1) year.
2. During the 180-day period after written notification of a positive test results, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen re-tested at the employee's expense. Such re-testing shall be done by another AHCA licensed or NIDA approved laboratory chosen by the employee or job applicant. The second laboratory must test for equal or greater sensitivity for the drug in question. The first laboratory is responsible for the transfer of the portion of

the sample to be re-tested, and for the integrity of the chain-of custody during the transfer.

3. The testing laboratory may not disclose any information concerning the health or mental condition of the tested employee.
4. Lanzo may not request or receive from any testing facility any information concerning the personal health, habits or condition of the employee or job applicant, including the presence or absence of HIV antibodies in that persons body fluids.
5. Lanzo may not discharge, discipline, or refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test. All initial positive results are automatically subject to a GC/MS confirmation test before any results are reported to the Medical Review Officer.
6. Lanzo may not discharge or discriminate against an employee solely on the employee's voluntary seeking of treatment while employed by Lanzo for a drug-related incident, if the employee has not previously been tested positive for the drug, entered an employee assistance program for drug-related problems, or entered an alcohol and drug rehabilitation program.

K. Investigation

To ensure that illegal drugs and alcohol do not enter or affect the workplace, Lanzo reserves the right to search all vehicles, containers, lockers, or other items on Lanzo's property for visual inspection upon Lanzo's request. Searches will be conducted only where Lanzo has reason to believe that the employee has violated Lanzo's substance abuse policy. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to Lanzo's premises. Searches of an employee's personal property will take place only in the employee's presence, all searches under this policy will occur with the utmost discretion and consideration for the employee involved. Individuals may be required to empty their pockets, but under no circumstance will an employee be required to remove articles of clothing or be physically searched. Because the primary concern is the safety of its employees and their working environment, Lanzo will not normally prosecute the employee in matters involving illegal substances. Further, Lanzo reserves the right to cooperate with or enlist the services of proper law enforcement authorities in the course of any investigation.

L. Collective Bargaining Right

This policy does not eliminate the bargaining rights of any employee covered under any collective bargaining agreement between Lanzo and any certified labor organization as provided in the collective bargaining process, if applicable.

M. AHCA (Agency for Health Care Administration) Certified Testing Laboratories and MRO

Lanzo uses only AHCA certified testing laboratories and AAMRO Certified Medical Review Officers. For information concerning laboratories and medical review officer services please contact:

Total Compliance Network /South Atlantic Testing Services
(954) 677-1200
5440 N.W. 33rd Ave. Suite 106

Fort Lauderdale, FL 33309

N. Employer Protection

This policy supersedes any information provided to applicants and / or employees, either written or oral. Lanzo reserves the right to change provisions of this policy and testing program at any time in the future.

O. Drug Referral Services and Support Groups

Nationwide:

1. Alcohol Hot line: 1-800-ALCOHOL, 24 hour referral line for information on programs designed for alcoholics.
2. Cocaine Hot-Line: 1-800-COCAINE, 24 hour referral line for information on programs designed for cocaine abuse.
3. National Drug & Alcohol Treatment Hot-line: 1-800-662-4357, confidential information on treatment, self-help, and support programs for drug users.

P. Educational Material On Substance Abuse

What is Substance Abuse?

Substance abuse is the harmful and dangerous use of alcohol and/ or other drugs. It affects all types of workers; male and female, young and old, production workers, executives, supervisors, clerical workers, and maintenance personnel. Anyone can have substance abuse problem. It can be prevented or treated by Substance Abuse Professionals. Alcohol and drugs may give the illusion of freeing you from the fears, responsibility, and petty hassles of everyday life. It can destroy you physically and mentally. Most people abuse drugs and alcohol as an escape from other problems such as families' problems, low self-esteem, financial worries and /or feelings of inadequacy. Many of us enjoy an occasional social drink or take legal drugs under a doctor's supervision. That is okay as long as we don't overdo it and misuse the substances. Various people handle alcohol in different ways. It isn't necessarily how much you drink; it's what happened when you drink; how it affects your life and those around you. Besides harming your body and mind, most abused drugs are illegal. Buying and using them could result in arrest, fines or even jail! The typical reasons given for taking the express train to Utopia with drugs are it helps me relax, it heightens the senses, it expands the mind and or it makes me feel confident. The truth is you can achieve these same feelings naturally without destroying your body and life. A "natural high" is legal. Hiding behind drugs or alcohol could lead to the biggest mistake of your life. Everyone pays for substance abuse. Abusers often have legal or health problems, conflicts at home, accidents on and off the job. Substance abuse is a major factor in half of all divorces. It contributes to domestic violence, child abuse and sexual abuse. Working with substance abusers can be unpleasant and dangerous. Substance abuse destroys work performance, resulting in reduced productivity, motivation, quality of work and increased employee theft.

It is never too late or too soon to change a substance abuse problem. If you suspect that you have a problem, don't think that it will go away if you ignore it. It will only get worse. The first thing you must do is accept the fact that abusing drugs and alcohol is like

playing with fire-it can and will destroy the lives of people just like you everyday. Pushing yourself to the limit with drugs and alcohol will only destroy all that you hope to be. Talk to a close friend about your problem, if your friends keep telling you that you have a problem, listen to them and take a good look at yourself. Sometimes it's not easy to see ourselves clearly.

Many companies have employee assistance program (EAP's) that refer you to professionals and groups to help you with your problem. They also provide information about insurance coverage for treatment. These programs are voluntary and confidential. No one can make you go or hold it against you if you do go. Lanzo realizes that anyone who is willing to seek help deserves Lanzo's support. Another source for help is your phonebook. Look in the yellow pages for health organizations, Social Services and Mental Health Organizations. Since substance abuse harms everyone, join with others to oppose it. Encourage those who need help to get it, at work or in the community. One of the most effective ways to fight substance abuse at work is for employees to unite against it. Make it clear that alcohol or drug use on the job is absolutely unacceptable.

THE MOST ABUSED SUBSTANCES AND THEIR EFFECTS ARE:

ALCOHOL – Alcohol is legal, socially acceptable and an inexpensive substance to use. Because it is an accepted part of many occasions, it's hard to recognize when you cross the invisible line from social drinking and abusive drinking.

The following check list may help you determine if you have a drinking problem. **Do You:** *lose time from work due to drinking? * want to drink in the morning? * have trouble sleeping? * drink to feel more confident or outgoing? * feel easily frustrated? * find you are overanxious or oversensitive? * blame others for your problems? * drink alone? * let family or job responsibility slide? * forget what happened when you're drinking? *find you have lost weight? *find your mind is not working quickly * have violent mood swings.

If you drink regularly, answering "yes" to any of these questions could indicate that you have a drinking problem.

Admitting that you have a problem is the first step. The best place to start solving it is by contacting **Alcoholics Anonymous**. An AA group is as close as your phone book.

Alcohol is a central nervous system depressant and is the most widely abused drug.

About half of all auto accidents fatalities in this country are related to alcohol abuse.

Fact: A 12-ounce can of beer, a 5-ounce glass of wine and a 1-1/2 ounce shot of hard liquor all contain about the same amount of alcohol. Coffee, cold showers and exercise do not quicken sobriety. Each one-half ounce of alcohol takes the body about one hour to process. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory and judgment. Taken in larger quantities over a long period of

time alcohol damages the liver and heart and can cause permanent brain damage. On the average, heavy drinkers shorten their life span by about ten years. **Other Effects:**
***greatly impaired driving ability *reduced coordination and reflex action *impaired vision and judgment *inability to divide attention *lowering inhibitions**
***overindulgence (hangover) can cause: headaches, nausea, dehydration, unclear thinking, unsettled digestion and/or aching muscles.**

MARIJUANA – Marijuana is also known as “grass”, “pot”, “weed”, “Mary Jane”, “herb”, “a joint”, and “a roach”, among the other street names.

Fact: While alcohol dissipates in a matter of hours, marijuana stays in the body for 28 days. *Marijuana* alters sense of time and reduces the ability to perform tasks requiring concentration, swift reactions and coordination. The drug has a significant effect on judgment, caution, and sensory/motor abilities. **Other Effects:**
***increased pulse rate and blood pressure *rapidly changing emotions and erratic behavior *altered sense of identity *impaired memory *dulling of attention**
***hallucinations, fantasies and paranoia *reduction or temporary loss of fertility**

COCAINE – is a stimulant drug, which increases heart rate and blood pressure. As a powder, *Cocaine* is inhaled (snorted), ingested, or injected. It is known as “coke”, “snow”, “nose candy”, and “lady”. *Cocaine* is also used in a free-base form known as “crack” or “the rock” which is smoked. It acquired its name from the popping sound heard when it is heated. **Fact:** Many people think that because crack is smoked, it is “safer” than other forms of cocaine use. **It is not.** Crack cocaine is one of the most addictive substances known today. The crack “high” is reached in 4-6 seconds and lasts about 15 minutes. The most dangerous effects of crack are that it can cause vomiting, rapid heartbeat, tremors and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-induced heart attack. Since the heart regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing and heartbeat are depressed-leading to death. **Other Effects:**
***impaired driving ability *anxiety *reduced sense of humor *accelerated pulse, blood pressure and respiration mood swings *heightened, but momentary feeling of confidence, strength and endurance *paranoia, which can trigger mental disorders in users prone to mental instability *repeated sniffing/snorting results in irritation of the nostrils and nasal membrane *compulsive behavior such as teeth grinding or repeated hand washing**

AMPHETAMINES – are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general activity. Some common street names for amphetamines are “speed”, “uppers”, “black beauties”, “beenies”, “wake ups”, “football”, and “dexies”.

Fact: People with a history of sustained low-dose use quite often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the down mood they experience when the high wears off. Even small, infrequent

doses can produce toxic effects in some people. Restlessness, anxiety, mood swings, panic, heartbeat disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported. **Other Effects:**

***loss of appetite *irritability, anxiety, apprehension *increased heart rate and blood pressure *difficulty in focusing eyes *exaggerated reflexes *distorted thinking *perspiration, headaches and dizziness *short term insomnia**

OPIATES – Opiates, including heroin, morphine, and codeine, are narcotics used to relieve pain and induce sleep. Common names are “horse”, “hard stuff”, “M”, “brown sugar”, “Harry” and “Mr. H”.

Fact: Heroin, also called “junk”, or “smack”, accounts for 90% of the narcotic abuse in this country. Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal and cannot even be obtained with a physician’s prescription. Most medical problems are caused by the uncertain dosage level, use of unsterile needles, contamination of the drug, or combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used.

Other Effects:

***reduced vision, impaired driving ability *change in sleeping habits, drowsiness followed by sleep *constipation, decreased physical ability *short-lived state of euphoria, possible death**

PHENCYCLIDINE (PCP) – also called “angel dust”, “rocket fuel”, “super kools”, and “killer weed” was developed as a surgical anesthetic in late 1950’s. Later due to its unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer.

Fact: *PCP* is a very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug’s effect on the body. *PCP* scrambles the brain’s internal stimuli and alters how users see and deal with their environment. Routine activities like driving and walking become very difficult. Low doses of *PCP* produce a rush, sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions. **Other Effects:**

***impaired driving ability *drowsiness *thick, slurred speech *blank stare *involuntary eye movement *perspiration *repetitive speech patterns *incomplete verbal responses**

COMBINATIONS OF DRUGS – The number of drug variations that can be made, mixed and distributed is almost unlimited. Combining drugs makes physical and mental

effects unpredictable and often much more severe than if the same drugs were taken separately. Combining alcohol with depressants, cocaine, marijuana, etc. can be especially dangerous.

As long as there is a demand for drugs and alcohol there will be a supply, in ever-changing variations. The solution is preventing the demand for drugs and alcohol.

Hurricane & Severe Storm Plan

During such periods of time as are designated by the United States Weather bureau as being a hurricane alert, the Contractor shall undertake all precautions as necessary to safeguard the work and property, including the removal of all small equipment and materials from the site, lashing all other equipment and materials to each other and to rigid construction and any other safety measures as may be directed by the engineer.

In the event of a hurricane warning being issued, the following specific steps will be taken by Lanzo Construction to safe guard the construction work zone:

1. Lanzo will suspend all construction operations
2. Any open priority repairs will be made immediately
3. All open trenches will be backfilled
4. All material and equipment in the right-of-way will be removed
5. Secure any construction material in contractor's staging area
6. Remove all unnecessary traffic barricades and signs
7. Secure remaining barricades by "half burial" or "double sand bags"
8. Evacuate construction work zone.

All additional safety measures as may be directed by contracting agency, department or authority will receive Lanzo Construction's immediate attention.

Equipment Schedule

<u>Page</u>	<u>Contents</u>
1	Contents Listing
2-6	Equipment Schedule

Section 7



Lanzo has a long history of maintaining our own equipment from soup to nuts, as

the only way to insure continued success.

oiled

includes ample staff such as the Equipment Manager and Assistant, two Diesel Mechanics, a Parts Runner, a

house

overhead 10 ton

crane, on site bulk storage of motor oils, spare parts stock, and electronic maintenance

Unit #	Make	Model	Description	Serial #
FLEET TRUCKS/VEH'S				
23	FORD	F-150	FORD F-150 PICKUP	1FTEX1C1P1K6B0027
28	FORD	F-150	FORD F-150 PICKUP	1FTEX1C6FKB31038
110	FORD	F-250 XLT	FORD F-250 XLT PICK-UP	1FT7X2A8XFE87032
118	FORD	F-250 XL	FORD F-250 XL PICK-UP	1FT7X2A61FE C51038
118	FORD	F-250 XL	FORD F-250 XL 4X2 PICKUP	1FT7X2A62FE028172
121	FORD	F-350	F-350 PICK-UP TRUCK	1FD0XMF91BA98079
131	FORD	F-250 XL	F-250 XL	1FT7X2A60EA23442
134	FORD	F-250 XL	F-250 XL SUPERCAB	1FT7X2A60FE C06887
140	FORD	F-250	FORD F-250 SUPERCAB	1FT7X20F34E847108
142	FORD	F-250 XLT	FORD F-250 XLT PICK-UP	1FT7X2A60FE D00006
144	FORD	F-250 XLT	FORD F-250 XLT PICK-UP SUPER CAB	1FT7X2A62FE000007
148	FORD	F-250 XLT	F-250 XLT, SUPERCAB	1FT7X21F3VE897435
147	FORD	F-250 XL	F-250 XL	1FT7X2A870EA23443
150	FORD	F-150	FORD F-150 SUPERCAB	1FTRX12W48NA78711
158	FORD	F-250 XL	F-250 XL	1FT7X2A840EA23447
170	FORD	F-250 XL	PICK UP	1FT7X2A60EA23444
178	FORD	F-250 XL	PICK UP	1FT7X2A60EA23448
180	FORD	F-250 XL	PICK UP	1FT7X2A62EA23448
HEAVY TRUCKS				
194	FORD	F650XL	MECHANICS TRUCK WITH CRANE 6.0 engine	1FDA86P35ED08847
200	MACK	CV710 FUEL/LUBE	MACK FUEL/LUBE TRUCK - OFF ROAD DIESEL	1M2A G11C86MD02021
202	FORD	F-800	F-800 STAKE TRUCK	1FDNF00DVVA06284
204	QMC	C-8500	FUEL TRUCK	10DTJ4C83F913011
206	ISUZU	HOMEMADE FLATBED	HOMEMADE FLATBED W/CEMENT MIXER	JAL84B1K1R7004022
215	MTSUBISHI	FM857T	MTSUBISHI 24' FLATBED TRUCK	JW8DEP1E8XMD00255
220	MACK	RW750	TRACTOR TRUCK (LOWBOY)	1M2A Y8Y2MM001782
220	MACK	RW750	TRACTOR TRUCK (LOWBOY)	OVERSIZE PERMIT 6 AXLES
254	FORD	F-650	F-650 WATER TRUCK	3FDNF6512YMA34282
254	MACK	CV719	MACK GAR-P 18' DUMP TRUCK	1M2A G11C1X7M047489
258	MACK	CV719	MACK GAR-P 18' DUMP TRUCK	1M2A G11C1Y7M047489
260	MACK	CV719	MACK GAR-P 18' DUMP TRUCK	1M2A G11C1Y7M047487
262	MACK	CV719	MACK GAR-P 18' DUMP TRUCK	1M2A G11C1Y7M047487
284	PERTRISLT	867	TRACTOR TRUCK (LOWBOY)	1XPC4EX4G0302989
288	INTERNATIONAL	4200	WATER TRUCK	1HTMFA PP9H021184
288	INTERNATIONAL	4200	WATER TRUCK	1HTMFA PP25H04800
270	TRACKER MARINE BOAT	TRACKER TOPPER14	TRACKER MARINE JOHN BOAT	HULL 8NFB0J71910616-MTR 8NFB0628025
TRAILERS				
302	DITCHWITCH		DITCHWITCH TRAILER W/8000 FUEL TANK	NOVINO0000710402
308	FERR	Trailer	FERR Tag-4-Long Trailer (RED) 2-AXEL	734239
310	HOMADE	TANK	Home made trailer - TACK TANK	NOVINO0000136825
311	ASPHALT ZIPPER		TRAILER FOR MACHINE	109P510172U021248/100736
312	ASPHALT ZIPPER		ASPHALT ZIPPER - MILLING MACHINE	500736
318	ROADHOG	RH8200	ROADHOG ASPHALT MILLING MACHINE	0811001R4822007LT
318	FORTAINE	TAB8	Lorrey Trailer #3	4LF85023XW0506418
318	HOMEMADE		Home made trailer - RED	NOVINO0000877352
320	TRAILING		Lorrey Trailer #1	ITLJ04830YB088713
324	TIGERLINE		TIGERLINE TRAILER	36331
325	MILLER	CURBUILDER	Curb machine with Mold & Trailer	J12818
327	INTERSTATE		RTL TRAILER	1JK08S907EA080012
328	GOMACO	OT3600	GOMACO CURB & GUTTER MACHINE w/ Molds	802300178
328M	GOMACO	OT3600 Molds	GOMACO CURB Molds	802300178
329			CONCRETE SCREED	4427187
331		TMVP	TRAILER MOUNTED VACUUM PUMP BLUE	TMVP08424
334	PAGE	LM7147A2	PAGE AMERICAN TRAILER LM7147A2	4FPUB142200082534
338	STRUCK	40' TRAILER	STRUCK 40' STORAGE TRAILER	300-07
HEAVY EQUIPMENT				
404	CATERPILLAR	120	Motor Grader	101M877
406	CATERPILLAR	12H	Motor Grader	4XMD2925
470	BOMAG	BOMAG MPH454R	BOMAG SOIL STABILIZER	108A22301820
472	CATERPILLAR	FM250	MILLING MACHINE	P1C00329
481	WACKER	BPU 3348A	WACKER Plate Compactor BPU3348A	1531688
483	WACKER	BPU3348A	PLATE COMPACTOR WC006	1821970
485	WACKER	BPU3348A	PLATE COMPACTOR WC0071	1811085
488	WACKER	WP1660A	Plate Compactor / Honda Gas Engine	6612885
488	DYNAPAC	LC300	Plate Compactor / Gas	90001892
491	DYNAPAC	LH9001C2E	Plate Compactor / Diesel	90001892
492	DYNAPAC	LF62	Plate Compactor / HONDA / Gas	90001706
493	DYNAPAC	LF62	Plate Compactor / HONDA / Gas	25203508
494	DYNAPAC	LH9001C2E	Plate Compactor / Diesel	26203509
496	WACKER	WP1135AW	Wacker Plate Compactor	30001675 (1912504002290)
496	WACKER		WACKER Plate Compactor	9023001
497	ROBIN	W1-280	ROBIN Plate Compactor W1-280	727432880
498	WACKER	WP1550AW	WACKER Plate Compactor WP1550AW	300642
498	WACKER	BPU 3348A	WACKER Plate Compactor BPU3348A	9033257
500	WACKER	BPU 3348A	WACKER Plate Compactor BPU 3348A	728338602
501	WACKER		WACKER Plate Compactor	728338602
502	WACKER		WACKER Plate Compactor	1187138
503	WACKER	DPJ-604S	WACKER PLATE COMP. Model # DPJ-604S	667801819
504	WACKER	VP1135AW	WACKER Plate Compactor (Water Tank not installed)	1144780
505	WACKER	RD880	WACKER RD880 VIB. ROLLER	8031948
506	DYNAPAC	CC142	DYNAPAC CC142 Double Drum Asphalt Roller	87360361
507			WALK BEHIND ROLLER	80210482
510	DUO PAC		DUO PAC WALK ROLLER	60847-00005A
512	SUPERTRACK	B3-12	3 WHEEL STATIC ROLLER	80181
513	DYNAPAC	CC21	DYNAPAC CC21 ROLLER	05A10367
514	WACKER	DPJ-600S	WACKER Plate Compactor DPJ 600S	CD42380744457
516	BOMAG	BW85T	BOMAG BW 85 T TRENCH ROLLER	727432890
518	CATERPILLAR	CB-224E	VIBRATORY CONCRETE ROLLER	151729021000
522	BOMAG	BW80AD-2	BOMAG TANDEM VIBRATORY ROLLER	22491430
525	CATERPILLAR	C565C	CAT C565C ROLLER	101480423225
528	INGRAM		INGRAM 3 WHEEL 12 TON ROLLER	04HN01265
530	DAWSON	EMV 450	4500 VIBRATORY HAMMER W/ACCESSORIES	488042-EB4
				80-182

Unit #	Make	Model	Description	Serial #
535	INGERSOLL RAND	DD70HF	DD70HF TANDEM VIBRATORY ROLLER	187141
536	LAYMON	SHC BROOM	SHC BROOM	32075
537	FORD	221	FORD BROOM TRACTOR	C816782
538	JOHN DEERE	JD501A	JOHN DEERE TRACTOR SWEEPER	1827217
539	KASBITO	L2240 TRACTOR	L2240 TRACTOR W/ BUSH HOGBOX BLADE	30698
540	LAYMON	SHC300	SWEEPER	30698
541	MUSTANG		MUSTANG SKID STEER LOADER	0631680
542	CATERPILLAR	282B	SKID STEER	PD702012
543	CATERPILLAR	282B	SKID STEER	PD703062
544	CATERPILLAR	282B	SKID STEER	PD702870
545	TAKEUCHI	T580R	T580 SKID STEER LOADER	TERH0200220
546	CATERPILLAR	426	CAT 426 LOADER BACKHOE	6KL00082
547	CATERPILLAR	430B7	CAT 430B7 4M LOADER BACKHOE	CAT0430B7CDD70084
548	CATERPILLAR	420F	CAT 420F 4M LOADER BACKHOE	CAT0420FCSH000438
549	TAKEUCHI	TB-007	TAKEUCHI Hydraulic Excavator	1074382
550	TAKEUCHI	TB-007	TAKEUCHI Hydraulic Excavator	1074384
551	TAKEUCHI	TB-016	TAKEUCHI Hydraulic Excavator	11607365
552	TAKEUCHI	TB-030R	TB-030R COMPACT EXCAVATOR	190000268
553	WAH-ROY	BKTECR58	24" HDM 30 BUCKET	185414
554	WAH-ROY	COUPLERTE230	COUPLER	185475
555	CATERPILLAR	GC36B	DOUBLE DRUM ROLLER	HN000102
556	FSH	670TC	P&H TRUCK CRANE TOW	51185
557	CATERPILLAR	908DCR8B	COMPACT EXCAVATOR	FY001885
558	CATERPILLAR	985F	CAT985F WHEEL LOADER	23R02031
559	CATERPILLAR	325BL	CAT 325 BL HOE	2JR01702
560	CATERPILLAR	312	CAT 312 HYD EXCAVATOR HOE	6DK01434
561	JOHN DEERE	2450	HYDRAULIC EXCAVATOR	FP2450XJDE000001
562	CATERPILLAR	321DLR	321DLR EXCAVATOR	MF000851
563	CATERPILLAR	328DLR	328DLR EXCAVATOR	RMD00332
564	CATERPILLAR	312E	312E HYDRAULIC EXCAVATOR	CAT0312ELPZL00006
565	CATERPILLAR	236C	CAT236C HYD EXCAV. HOE	6AP01301
566	CATERPILLAR	965	CAT965 EXCAVATOR TRACKHOE	9T200491
567	CATERPILLAR	330CL	CAT330CL EXCAVATOR TRACKHOE	CA002127
568	CATERPILLAR	375	CAT375 HYD EXCAV. HOE	1JMD0086
569	CATERPILLAR	305FL	EXCAVATOR	KNE00488
570	CATERPILLAR	DAK LDP	CRAWLER TRACTOR / 6 WAY DOZIER	CAT00DAKCR000032
571	CATERPILLAR	DAK LDP	CRAWLER TRACTOR / 6 WAY DOZIER	CAT00DAKCR000034
572	CATERPILLAR	308C	CR MINI EXCAVATOR	KC001190
573	RINER	M027 ROTARY DRILL	ROTARY DRILL HEAD ASSY - CAT 308C ATTACHEMNT	40154363
574	CATERPILLAR	308C	CR MINI EXCAVATOR	CAT0308CP / KC001188
575	CATERPILLAR	305F	Wheel Loader	6AJ01406
576	CATERPILLAR	305E	Wheel Loader	23Z00533
577	CATERPILLAR	965D	Wheel Loader	94XD01120
578	CATERPILLAR	955	Wheel Loader	41K11311
579	CATERPILLAR	920	Wheel Loader	82K0332
580	CATERPILLAR	926E	Wheel Loader	94XD0848
581	CATERPILLAR	906F	Wheel Loader	8AJ00189
582	CATERPILLAR	906F	Wheel Loader	1KMD1004
583	CATERPILLAR	906F	Wheel Loader	8AJ01628
584	CATERPILLAR	IT18	Wheel Loader	9NB01001
585	CATERPILLAR	938G	Wheel Loader / AC Cab, Quick Coupler & Rake	CRD00573
586	CATERPILLAR	938G	Wheel Loader	4YB00658
587	CATERPILLAR	938G	Wheel Loader / AC Cab	6WB01860
588	JOHN DEERE	644K	644K WHEEL LOADER	1DW644K2V5034744
589	GROUND HOG	T-4H	Trencher - Walk Behind (HONDA GX180 B.5hp)	8635
590	VERMEER	RTX 450 TRENCHER	RTX450 RIDE ON TRENCHER	1VR450RUP1000325
591	TRENCOR	T1060	T1060 TRENCHER	T1060-188
592	VERMEER	RT90	Trencher - Walk Behind	1VR0901J221000369
SMALL EQUIPMENT				
702	M-T-M	HSP-3004-MSH	PRESSURE WASHER	18022086
703	LEE-BOY	100	LEE-BOY ASPHALT PAVER	22748
704	TARDET		Street Saw	171770682
705	Mobile Welding Rig	DN1211FB-8 GENERAL TRL	Welding Trailer Complete	4MNF021011001700
706	STOW	GD60E13H18	12" STREET SAW	Y110308110
707	LINCOLN		LINCOLN WELDER	1206
708	STEALTH	HP404-MTD	PRESSURE WASHER (HONDA OX390 ENG. ENG 8/N:GCAA-3074873)	21321
709	MILLER	T140	MILLER B10 T40 WELDER	LA060579
710	MILLER		MILLER WELDER	J0163106
711	MILLER	225G	MILLER BOBCAT 225G WELDER	K6B04805
712	STOW		STOW Concrete MIXER	8210800
713	STONE	88	88 STONE MIXER	258584
714	ESSICK	880H	ESSICK 880 H MIXER	828-01444
715	STONE	80	80 STONE MIXER	438642
716	STOW	8CM	8 CM CONCRETE MIXER	3441084
717	STOW		STOW 3 BAG MIXER	9803480
718	BURCO		BURCO GENERATOR 18KW	7005119
719	REED	UP 0836	REED PIPE CUTTER MODEL UPC836	4788
720	MULTIQUIP	MC-845	Concrete Mixer (Towable) Honda 8hp w-4R hooks	A 0782726
721			TRAILER W/ WELDER	811894237
722			GROUT PUMP	80188900A
723	JETAWAY		TEST PUMP HME TL	KGVH000081412804
724	JETAWAY		JETAWAY STEAM CLEANER	18884
725	BLOAN		4 CUBIC CLAMHELL BUCKET	RH-1287
726	HOOD		BLOAN TEST PUMP MYERB	DZ481148
727	REINHARD		HOOD GENERATOR 8RTS	8344
728	MIGHTY MITE		REINHARD GEORGE 14" HYD SAW	78722
729	MIGHTY MITE		MIGHTY MITE 816 PIPE PUSHER	816R
730			V8 DRIVER/TRACTOR	38532
731			HOE HAND	1824830082M
732	VERSA-MATIC	5MA3-A	SLUGGMASTER 5MA3-A PUMP	1484830
733			35 LB PAVEMENT BREAKER	8BK0002C
734	KOERLING	HP100VIBST	KOERLING MODEL HP100VIBST	1781104P
735			4"PIERCE ARROW PIERCE TOOL	870685

Unit #	Make	Model	Description	Serial #
773	COLEMAN		COLEMAN LIGHT TOWER	RL168B
774	MAGNUM	MLT 3060M	MAGNUM LIGHT TOWER	901946
777	WACKER	C85.6	WACKER GENERATOR C85.6	LCF000777
778	WACKER	C85.6	WACKER GENERATOR C85.6	6103261
779	RIDGID	600 COMPLETE	TAPPING MACHINE W/CRADLE	07F1136898
782	MERTZ BOXER	118	WALK BEHIND CRAWLER TRENCHER	40
784	OPTIMA	OP-423	PORTABLE AXLE WEIGH SCALE	PENDING
802	RIDGID	RT3422	RIDGID Tapping Tool System Kit	LANZO 802
803			DIVE COMPRESSOR (SMALL)	1927
804	KABUTO	DIVE COMPRESSOR	DIVE COMPRESSOR	8-N-001827
804	TESTING	DIVE COMPRESSOR	DIVE COMPRESSOR TESTING - SEMI ANNUAL	8-N-001827
805	INGERSOLL RAND		INGERSOLL RAND AIR COMP	281496U11221
806	SULLAIR	184 DPQ	SULLAIR 184 DPQ AIR COMP.	004-124325
806M	MAGNA-TRAK		MAGNA-TRAK METAL DETECTOR	004-124325
807	SULLAIR	184 DPQ	SULLAIR 184 DPQ AIR COMP.	450216430
807M	MAGNA-TRAK		MAGNA-TRAK METAL DETECTOR	004-124325
808			CORE DRILL	5523458
827			WELL POINT BOX	EHOP
828			903 JACK HAMMER	1D104
878	WACKER	VP 1340AW	VIBRATORY PLATE 3400LB IMPACT	6618663/ENG/6CAGT108871
879	WHEELER REX	465010	HYDROSTATIC TEST PUMP	12031
880	LEICA GEOSYSTEMS A.O.	DIGITEX 8501 60KHZ	UNDERGROUND UTILITY LOCATOR	323022
880T	LEICA GEOSYSTEMS A.O.	DIGITEX 100T SIGNAL TRANSMITTER	UNDERGROUND UTILITY LOCATOR TRANSMITTER	806772
882	LEICA GEOSYSTEMS A.O.	DIGITEX 8501 60KHZ	UNDERGROUND UTILITY LOCATOR	321214
882T	LEICA GEOSYSTEMS A.O.	DIGITEX 100T SIGNAL TRANSMITTER	UNDERGROUND UTILITY LOCATOR TRANSMITTER	806036
884	LEICA GEOSYSTEMS A.O.	DIGITEX 8501 60KHZ	UNDERGROUND UTILITY LOCATOR	319533
884T	LEICA GEOSYSTEMS A.O.	DIGITEX 100T SIGNAL TRANSMITTER	UNDERGROUND UTILITY LOCATOR TRANSMITTER	806441
900			Newage Generator	006370406
901	BROWNING	2-600BD	BROWNING 2-600BD DIVE COMP	4362
901G	NEWAGE		Newage Generator	006370406
902	POWER PRO	3000	3000 WATT GENERATOR	YX168FB-06076402
903			GASOLINE COMPRESSOR	30T-788279
906	INGERSOLL RAND		IR 1500 CFM AIR COMPRESSOR	06822
906	NEWAGE		Newage Generator	006427102
907	INGERSOLL RAND	IR175	IR 175 AIR COMPRESSOR	217113U18024
908			GASOLINE COMPRESSOR	30T-781848
908		CET 24X	CET 24X AUTO LEVEL DEGREE	A63786
910	INGERSOLL RAND	IR175	IR175 AIR COMPRESSOR	87113
911			DIVE COMPRESSOR	ENG 78900E pump 830004
911	TESTING	DIVE COMPRESSOR	DIVE COMPRESSOR - SEMI ANNUAL	PUMP 83004
912	SULLAIR	184 DPQ	SULLAIR 184 DPQ AIR COMP.	004-120244
913	LIETZ	200	LIETZ MOD.200 TRANSIT	404117
914	POWER PRO	3000	3000 WATT GENERATOR	YX168FB-06069439
921			6" SLOW PUMP	870C
922			4" SLOW PUMP	PUB32
923			4" SLOW PUMP	PUB60
924			2" FACER PUMP	85147
925	WACKER	POT5A	2" DIAPHRAGM PUMP	0680613
926			IRRIGATOR 6" HYD PUMP	1P7622
927			IRRIGATOR 8" HYD PUMP	1P7162
928			6" THOMPSON HYDRAULIC PUMP	35 HPU-198
928A			6" THOMPSON HYDRAULIC PUMP	35 HPU-198
930			4" TRASH PUMP	18307
931			4" TRASH PUMP	23625
932			2" WATER PUMP	33632
933			2" WATER PUMP	TAM4087
934	TSURUMI	GC01	2" WATER PUMP (Honda Engine)	GC01-4307811
936			GRIFFIN WELLPOINT 8"	1809
936			GORMAN-RUPP 10" PUMP	2282
938	HONDA	GX120	2" WATER PUMP (Honda Engine)	0001-4322654
939			GRIFFIN WELLPOINT	300
940	HONDA	WB20X	2" WATER PUMP (Honda Engine 8/HCAT-450018)	WABT-1184810
942	THOMPSON	6 HPU	Hydraulic Pump Power Unit	25 HPU 65
942A	THOMPSON	60HBT	6" HYDRAULIC SUBMERSIBLE PUMP	80-428
941	HONDA	GX120	2" WATER PUMP	GC01T-1203725
943			6" THOMPSON HYDRAULIC PUMP	35 HPU-221
944	THOMPSON	6" Trash	THOMPSON 6" TRASH	6V26
945	THOMPSON	6" Trash	THOMPSON 6" TRASH	6V75
946	THOMPSON	V327	THOMPSON 12" WELLPOINT	V327
947			THOMPSON 10" VACUUM	V328
948		4 DD-L375	THOMPSON 4" DBLE DIAPHRAM	80-439
950			8" THOMPSON HYDRAULIC PUMP	35 HPU-213
951			12" THOMPSON WELLPOINT	V-403
952			12" THOMPSON WELLPOINT	V-823
953		Vacuum Pump	12" THOMPSON VACUUM PUMP	V-467
955	THOMPSON	6" Hydraulic Pump Head	8" THOMPSON HYDRAULIC PUMP	85-031
956	THOMPSON	6" Hydraulic Pump Head	8" THOMPSON HYDRAULIC PUMP	80-020
957	DEUTZ	WELL POINT PUMP	12" THOMPSON WELLPOINT	V-777
958	THOMPSON	35 HPU	Hydraulic Pump Power Unit	V-776
958A	THOMPSON		6" PUMP HEAD	25 HPU 64
960			TROILER Model 1 3440	40104
962	THOMPSON	Well Point Pump	12" Well Point Pump	34379
964	THOMPSON	Well Point Pump	12" Well Point Pump	V-823
966	THOMPSON	Vacuum Pump (ENG MOD #F3L314)	8" VACUUM-ASSISTED PUMP (ENG SER#715444) TRAILER MOUNT	V-844
970	HONDA	WT40Z	4" Trash Pump (Honda)	5V-694
973	THOMPSON	WELL POINT PUMP	12" Well Point Pump	1109441
975	MASEY		8'x28" WALL TRENCH BOX, MASEY BRIDGE	V960
976	MASEY		8'x28" WALL TRENCH BOX, MASEY BRIDGE	14302
977			4" HYD PUMP HEAD	14303
978			3" PIPE MOLE W/4" EXPANDER	40-49
997	HONDA	WB30X	3" CENTRIFUGAL PUMP	95147
999		4" JET PUMP	4" JET PUMP - COMPLETE DIESEL SKID	WACT-1608083
				P0081

UNIT #	Make	Model	Description	Serial #
1000	MULTIQUP	QP3TH	3" Trash Pump (Honda)	3TH-0824
1001	MULTIQUP	QP3TH	3" Trash Pump (Honda)	3TH-4212
1002			2" WATER PUMP TE200HA	219300
1003			2" WATER PUMP WACKERPT2A	5191883
1004			4" WATER PUMP	GC05-2783085
1005			4" WATER PUMP WACKERPT84V	5188547
1006			4" WATER PUMP HONDA WT40X	GC05-2409267
1007			4" WATER PUMP HONDA WT40X	GC05-2979649
1008			4" WATER PUMP PACER 2ULEC8	112836
1009			4" WATER PUMP HONDA WT40X	807800
1010	HONDA		3" Water pump	WACT1176782
1012	WACKER	PT3A 3" PUMP	3" Water pump	8482834
1014	MULTIQUP	QP-40TH 4" PUMP	4" Water Pump	40TH-
1018	WACKER	BPU 3645A	WACKER PLATE COMPACTOR	1808630 (ENG SER#GC-BOT-1501886)
1020	WACKER	BPU 3645A	WACKER PLATE COMPACTOR	NO SERIAL
1024	WACKER	PT3A 3" PUMP	WACKER 3" GAS TRASH PUMP	5708983
1028	WACKER	PT3A 3" PUMP	WACKER 3" GAS TRASH PUMP	5647883
1027	THOMPSON	WELLPOINT	12" ROTARY WELLPOINT/ROCK	V-4222
1028	THOMPSON	WELLPOINT	12" ROTARY WELLPOINT/ROCK	V-4223
1029	THOMPSON	WELLPOINT	12" ROTARY WELLPOINT/ROCK	V-4224
1030	THOMPSON	WELLPOINT	12" ROTARY WELLPOINT/ROCK	V-4225
1028	HONDA	GX340	HONDA GX340 4" PUMP	ENG SER#1094458
1030	WACKER	BPU-3645A	WACKER PLATE COMPACTOR	1494812
1032	WACKER	PT3A 3" PUMP	WACKER 3" GAS TRASH PUMP	6709124
1035	THOMPSON	GJSVEE-D18-4LE2T-MC	6" VAC ASSISTED HIGH PRESS PUMP SKID MOUNTED	GJSVEE-021
1041	HONDA	HONDA 270	3" Trash Pump (Honda)	AY1XGC8HT1218827
1049	THOMPSON	GJSVEE-D18T-4LE2T-MC	6" VAC ASSISTED HIGH PRESS PUMP TRAILER MOUNTED	PUMP SER#GJSVEE-022 / TRAILER SER#HT8PH417GP634324
1068	HONDA	GX180	GX180 2" WATER PUMP	QDBRT-1802184
2002	NATIONAL SIGNAL	ARO-LITE 14813	Arrow Board - Tow Behind	188A710191L208493
2004	NATIONAL SIGNAL	ARO-LITE 14813	Arrow Board - Tow Behind	188A710121L208490
SAFETY TOOLS				
3002	M S A	SOLARIS	Multigas Detector (P/N 10047228)	A5-49223
3004	M S A	SOLARIS	Multigas Detector (P/N 10047228)	A5-49224
3006	M S A	ALTAR 4X	Multigas Detector	50061224

Past Project Experience Listing

Page

Contents

1
2-10

Contents Listing
Work Performed List

Section

Lanzo Job #	Project Name	State	Owner	Contract Amount	Completion Date	Final Contract Amount	Project Manager	Super
P014	Miami Beach, Storm Water Pump Stations, 18-09/10 Cntl. Bayshore/Lake Pancoast/ C	Florida	Miami Beach, City of	\$2,250,000.00	TBD	TBD	Joe B.	Steve Bone
P015	NSID Chemical Storage Facility, Change Order	Florida	North Springs Improvements District	\$1,053,987.00	TBD	\$1,053,987.00	Mike G.	Steve Bone
P013	NSID Chemical Storage Facility	Florida	North Springs Improvements District	\$1,350,000.00	TBD	TBD	Joe B.	TBD
P012	North Miami Beach Norwood Offiler WTP VOC Removal Phase 2	Florida	North Miami Beach, City of	\$6,543,000.00	TBD	\$6,517,264.00	Mike G.	TBD
P011	Miami Beach, Sunset Harbour Pump Sta and Drainage Improvements	Florida	Miami Beach, City of	\$1,854,963.00	TBD	TBD	Joe B.	Steve Bone
P010	Lake Clarke Shores Pump Station 5 for Lanzo Trenchless	Florida	Lake Clarke Shores, The City of	\$83,149.00	08/30/13	\$83,149.00	Mike G.	Steve Bone
P009	ER Pump Station Rehab	Florida	Miami Dade Water and Sewer Dep.	\$942,610.00	10/7/12	\$1,752,216.00	Joe B.	Paul W.
P008	NSID RO Improvements Project	Florida	North Springs Improvements District	\$19,450,000.00	TBD	TBD	Joe B.	Steve Bone
P007	Key West, Patricia and Ashby Stormwater Emergency Outfall	Florida	Key West, City of	\$1,485,580.00	12/27/12	\$1,250,734.00	Mark G.	Phil
P006	NSID Parkland, Decorative Fountains	Florida	North Springs Improvements District	\$2,875,000.00	05/18/12	\$2,722,510.00	Mike B.	Tom
P005	City of Miami Beach, Storm Pump Sta Cntl. Bayshore/Lake Pancoast/ C	Florida	Miami Beach, City of	\$2,405,819.00	TBD	TBD	Joe B.	Steve Bone
P004	Waste Water Treatment Plant Service Area 7	Florida	Marathon, City of	\$2,327,662.00	01/13/12	\$2,342,298.00	Joe B.	Mark G.
P003	Waste Water Treatment Plant Service Area 3	Florida	Marathon, City of	\$2,061,000.00	05/11/12	\$1,445,703.00	Joe B.	Mark G.
P002	Broward City - Broadview Estates BP No. 2	Florida	Broward County	\$785,000.00	02/10/13	\$785,000.00	Joe B.	Steve Bone
P001	CSID WTP & WWTF Improvements	Florida	Coral Springs Improvement District	\$17,600,000.00	08/15/12	\$18,155,000.00	Joe B.	Steve Bone
439	Hollywood WM Replacement & Sewer Expansion	Florida	City of Hollywood, FL	\$22,879,526.25	TBD	TBD	Bobby B.	Richie K.
438	Pompano EM Repair 42" PCCP for Prince	Florida	City of Pompano Beach	\$1,363,000.00	02/07/19	\$2,204,428.00	Jorge V.	Paul W.
437	Sunrise Sawgrass Reuse and Raw Water Mains	Florida	City of Sunrise, FL	\$9,315,000.00	TBD	TBD	Mark G.	Paul W.
436	Broward County - Hillsboro Mile	Florida	Broward County	\$9,782,573.00	TBD	TBD	Pablo R.	Richie K.
435	Hallandale SW Drainage Improvements	Florida	Hallandale Beach	\$11,835,000.00	TBD	\$11,835,000.00	Daniel M.	TBD
432	MDWASD DB Donat Hole Small WM	Florida	MDWASD	\$8,265,000.00	TBD	\$8,265,000.00	Jorge V.	TBD
431	Delray Reclaimed Water Main Area 12C	Florida	Delray Beach	\$4,146,270.00	03/08/19	\$4,146,270.00	Mark G.	Joe Jr.
430	MDWASD EM Repair 96" Raw WM NW 74 St	Florida	MDWASD	\$542,000.00	TBD	\$542,000.00	Jorge V.	Joe Jr.
449	Miami Flagler Downtown Beautification	Florida	City of Miami	\$20,495,752.00	07/26/17	\$20,495,752.00	Daniel M	JC
448	Miami Dade Hurricane Irma Debris Removal	Florida	Miami-Dade County, FL	\$583,200.00	02/07/18	TBD	Mark G.	Joe Jr.
447	SFWMD S-39A Culvert Replacement	Florida	SFWMD	\$4,295,037.00	12/14/18	\$4,295,037.00	Daniel M	Dale H.
446	Miami Beach 72" RCP along Washington and 17th St	Florida	Miami Beach, City of	\$2,000,000.00	07/26/17	\$2,168,900.00	Daniel M	JC
445	Miami Beach 36" Slip-line Chase & 34th	Florida	Miami Beach, City of	\$240,000.00			Daniel M	Joe Jr.
444	MDWASD 48" Slip Line Support for LTT	Florida	MDWASD	\$1,035,420.00			Jorge V.	Joe Jr.
443	West Palm Beach 48" FM CIPP, Shafts for Lining	Florida	West Palm Beach, FL	\$1,048,750.00			Mike G.	Joe Jr.
442	MDWASD 54" FM Homestead	Florida	MDWASD	\$19,070,858.00		\$19,070,858.40	Mark G	Paul W.
441	Town of Hillsboro Beach	Florida	Town of Hillsboro Beach	\$6,498,272.00			Mike G.	Joe Jr.
440	City of Hollywood Bypass	Florida	City of Hollywood	\$305,642.00	07/29/16		Mike G.	Joe Jr.
439	Miami Beach Design Build Sunset Harbour Ph 3	Florida	Miami Beach, City of	\$7,036,600.00		\$8,234,118.00	Daniel M	J C
438	MDWASD W-931 36in WM SW 152 St	Florida	MDWASD	\$10,760,850.00		\$10,760,850.00	Mark G	Paul W
437	Hollywood Shaft Excavation for LTT	Florida	Hollywood, City of	\$192,164.00			Mike G.	Joe Jr.
436	MDWASD EM 54in Carbon Fiber WM Repair	Florida	MDWASD	\$494,543.00	05/03/15	\$494,543.00	Jorge V.	Ron M.
435	MDWASD SW Wellfield Removal of Carbonate	Florida	MDWASD	\$12,772,258.00			Mark G	Miguel V
434	Hialeah WTP Mixer Repair for AECOM	Florida	Hialeah, FL	\$11,000.00			Jorge V.	Jorge V.
433	FDOT EST27 Volusia Lining Project for LCC	Florida	FDOT	\$1,414,360.00	09/29/15	\$1,468,777.00	LTTS	N/A
432	MDWASD Shevandoah Area (Phase B) Design Build	Florida	MDWASD	\$9,756,995.00		\$8,257,000.00	Mike G.	
431	MDWASD EM 36in Repair 10 Locations	Florida	MDWASD	\$811,169.00	01/12/15	\$850,612.00	Jorge V.	Ron M.
430	Miami Beach, Palm & Hibiscus Islands Design Build	Florida	Miami Beach, City of	\$599,464.00		\$37,423,720.00	Robert B.	Richie K

LANZO Job #	Project Name	State	Owner	Contract Amount	Completion Date	Final Contract Amount	Project Manager	Super
429	Miami Beach, Sunset Harbour Water Main and Drainage Design Build	Florida	Miami Beach, City of	\$9,840,718.00		\$10,610,297.00	Daniel M.	Ron M.
428	MDWASD EM 36" WM & Valve Replacement	Florida	MDWASD	\$194,095.00	07/24/14	\$194,095.00	Jorge V.	Ron M.
427	MDWASD EM Haleah WTP 30" BV AECOM	Florida	MDWASD				Jorge V.	Jorge V.
426	Hollywood Dixie Corridor Septic to Sewer Conversion	Florida	Hollywood, FL	\$2,267,706.00	04/30/15	\$1,797,709.00	Mike G.	Paul W.
425	City of Miami Beach 18-09/10 Canl. Bayshore/Lake Pancoast/ C 14_04.16	Florida	Miami Beach, FL	\$3,437,488.00	10/01/14	\$3,437,488.00	Robert B.	Ron M.
424	MDWASD EM 48in FM Repair Medley	Florida	MDWASD	\$168,878.00	03/21/14	\$135,952.00	Jorge V.	Ron M.
423	Detray Highpoint HOA Lining Support	Florida	Hollywood, FL				Jorge V.	Paul W.
422	MDWASD Emergency Repair to 48" PCCP WM at 2 Locations	Florida	MDWASD	\$215,767.00	02/10/14	\$155,994.50	Jorge V.	Ron M.
421	FDOT ESU07 Orange County Lining of Storm Drains,	Florida	FDOT	\$1,066,532.00	TBD	TBD	TBD	TBD
420	Miami Beach, Work Order Repair Annual	Florida	Miami Beach	Work Order	TBD	TBD	TBD	TBD
419	Sunshine Water Control District Coral Springs Canal Z	Florida	SWCD	\$1,378,543.00	TBD	TBD	Mike G.	Steve B.
418	Boca Raton Hills Wastewater Infrastructure Imp	Florida	Boca Raton, FL	\$3,522,600.00	TBD	TBD	Mark G.	Joe D. Jr
417	MDWASD Emergency Man Hole Installation on 36" WM	Florida	Miami Dade Water and Sewer Dep.	\$674,728.00	TBD	TBD	Jorge V.	Jack R.
416	South Marlin Regional Utility Annual Repair Contract	Florida	Jupiter Island, Town of	Work Order	TBD	TBD	TBD	TBD
415	Miami Beach, Venetian Islands Improvements	Florida	Miami Beach	\$10,640,993.00	TBD	TBD	Jorge V.	Jack R.
414	Detray Beach Reuse Water Mains	Florida	Delray Beach	\$1,470,000.00	10/03/13	\$1,252,762.00	Mark G.	Joe D. Jr
413	Tampa Wastewater Lining Support Project	Florida	Tampa, City of	\$239,353.00	10/22/13	\$233,856.00	Mark G.	Fred S.
412	Emergency Repair Canals Dr & Marselle Dr	Florida	Miami Beach, City of	\$29,721.00	01/14/13	\$29,721.00	Jorge V.	Jack R.
411	Volusia County Lining of Storm Pipes	Florida	FDOT	\$1,693,300.75	09/06/13	\$1,643,340.75	Curt M.	Nell S.
410	Town of Davie Design-Build Water & WW System Expansion	Florida	Davie, Town of	\$2,248,782.00	TBD	TBD	Pablo R.	Ron M.
409	MDWASD Emergency Carbon Fiber Rehab of 48" Transmission WM	Florida	Miami Dade Water and Sewer Dep.	\$327,060.00	12/19/12	\$295,500.00	Jorge V.	Stan K.
408	County Line Road 12" and 6" Force Main	Florida	North Springs Improvement District	\$297,000.00	07/26/13	\$335,232.00	Joe Brown	Joe D. Jr
407	Hallandale Beach, NE Quadrant Drainage	Florida	Hallandale Beach	\$8,074,323.00	TBD	TBD	Robert B.	Jack R.
406	Martin Co. Underground Utility Cont & Maint	Florida	Martin County	Work Order	TBD	TBD	TBD	TBD
405	MDWAS 42in EM Repair on Bird Road	Florida	Miami Dade Water and Sewer Dep.	\$290,070.00	TBD	TBD	Jorge V.	Jack R.
404	MDWASD Emergency Installation of 4 Access Man Holes in Bird Road	Florida	Miami Dade Water and Sewer Dep.	\$142,461.00	09/14/12	\$128,400.00	Jorge V.	Jack R.
403	MDWASD Emergency Carbon Fiber Repair	Florida	Miami Dade Water and Sewer Dep.	\$201,300.00	07/15/12	\$183,000.00	Jorge V.	Stan K.
402	MDWASD Emergency Installation of 60" PCCP in Miami Beach	Florida	Miami Dade Water and Sewer Dep.	\$2,200,000.00	05/25/13	\$2,651,037.03	Jorge V.	Paul W.
401	MDWASD Emergency Repair to Pump Station 348 in Haleah - Bypass	Florida	Miami Dade Water and Sewer Dep.	\$942,610.00	10/17/12	\$1,752,216.00	Joe B.	Paul W.
400	Key West Patricia and Ashby St Emergency 30" Outfall (Pipe Work)	Florida	Key West, City of	\$1,485,580.00	12/27/12	\$1,250,734.00	James T.	Mark G.
399	L.L.S. - Taft Street Bypass	Florida	Hollywood, FL	\$550,000.00	06/07/12	\$611,097.00	Pablo R.	Ron M.
398	Broward City North County Bid Pack 10	Florida	Broward City, FL	\$10,558,209.00	TBD	TBD	Pablo R.	Ron M.
397	MDWASD Emergency Installation of 12 Access Man Holes in Red Road	Florida	Miami Dade Water and Sewer Dep.	\$272,011.00	10/25/11	\$227,338.00	Ilia L.	Jack R.
396	City of Oakland Park - Lloyd Estates Residential & Industrial Imp	Florida	Oakland Park, FL	\$2,737,998.00	09/25/12	\$2,610,344.00	Robert B.	Ron M.
395	MDWASD Emergency 48" WM Repair, Miller Rd - ROWS1100012	Florida	Miami Dade Water and Sewer Dep.	\$269,000.00	05/07/11	\$323,143.00	Ilia L.	Jack R.
394	MDWASD 72" Emergency FM Repair Slipline - PO# APWS1100004	Florida	Miami Dade Water and Sewer Dep.	\$4,616,950.00	05/25/12	\$5,526,039.00	Robert B.	Jack R.
393	Enviro Waste Services Group 16-inch WM	Florida	Miami Beach, FL	\$92,000.00	05/09/12	\$92,000.00	Robert B.	Jack R.
392	Broward City-Multi-District Inflow & Infiltration (I&I)	Florida	Broward City, FL	Work Order	TBD	\$33,403.00	Pablo R.	Ron M.
391	City of Miami Beach 18-09/10 Canl. Bayshore/Lake Pancoast/ C	Florida	Miami Beach, FL	\$16,740,740.50	TBD	TBD	Robert B.	Jack R.
390	City of Oakland Park - Water Main Replacement - OPBWVR92010	Florida	Oakland Park, FL	\$1,371,936.00	04/01/11	\$1,041,001.00	Robert B.	Jack R.
389	City of Marathon Little Venice Phase 1A Stormwater Proj.	Florida	Marathon, FL	\$138,760.00	12/21/10	\$137,200.00	James T.	Jack R.
388	Broward City - Broadview Estates BP No. 2	Florida	Broward City, FL	\$10,905,530.00	#REF!	\$11,477,424.00	Pablo R.	Ron M.
387	Hallandale Beach 20" Force Main Emergency Repair	Florida	Hallandale Beach, FL	T & M	08/14/10	\$570,866.74	Pablo R.	Ron M.
386	MDWAS 72" Emergency FM Repair	Florida	Miami Dade Water and Sewer Dep.	\$370,000.00	07/24/10	\$606,536.18	Pablo R.	Ron M.

Lanzo Job #	Project Name	State	Owner	Contract Amount	Completion Date	Final Contract Amount	Project Manager	Super
385	Broward City-Rock Island BP No.5	Florida	Broward City, FL	\$2,820,974.00	08/23/12	\$2,858,794.00	Pablo R.	Ron M.
384	Broward City- UAZ 124 BP No. 2	Florida	Broward City, FL	\$4,834,126.00	03/16/12	\$4,635,729.00	Pablo R.	Ron M.
383	MDWASD Red Road Canal Repair	Florida	Miami Dade Water and Sewer Dep.	\$115,000.00	03/21/10	\$139,085.00	Pablo R.	Michelle
382	MDWASD 54" WM Repair-Red Road E9332-W5	Florida	Miami Dade Water and Sewer Dep.	\$534,000.00	03/29/10	\$594,475.92	Pablo R.	Ron M.
381	Shanksa-MDWASD S-819, Chlorine Building	Florida	Miami Dade Water and Sewer Dep.	\$100,200.00	01/08/10	\$100,200.00	Robert B.	Ron M.
380	Broward City- UAZ 124 BP No. 1	Florida	Broward City, FL	\$10,383,436.00	08/08/11	\$10,553,039.00	Pablo R.	Ron M.
379	Coral Springs WTP and WWTf Improvements	Florida	Coral Springs, FL	\$17,600,000.00	08/15/12	\$18,155,000.00	Joe B.	Steve B.
378	Hollywood 60" Repair, 09-8526A	Florida	Hollywood, FL	T & M	03/31/09	\$975,247.73	Pablo R.	Ron M.
376	City of Marathon-Area 5	Florida	Marathon, FL	\$19,126,494.00	07/08/11	\$20,487,925.73	James T.	Jack R.
375	Skanska-MDWASD S-811	Florida	Miami Dade Water and Sewer Dep.	\$6,013,237.00	01/15/12	\$6,992,567.00	Robert B.	Paul W.
374	Suffolk BBB-1 Demolition Project #207134	Florida	West Palm Beach, FL	\$585,000.00	NA	\$585,000.00	NA	NA
373	City of Deerfield Beach-Force Main, PO023510	Florida	Deerfield Beach, FL	\$96,000.00	06/13/08	\$96,000.00	Pablo R.	Ron M.
372	Village of Wellington-Water Transmission Main Ext. 3	Florida	Wellington, FL	\$2,766,730.00	11/04/08	\$2,527,418.50	Robert B.	Jack R.
371	Broward City-North Andrews Gardens BP No. 9	Florida	Broward City, FL	\$2,838,241.40	05/31/09	\$2,979,640.59	Pablo R.	Ron M.
370	MDWASD-Emergency 36" Repair, E8583-0/08	Florida	Miami Dade Water and Sewer Dep.	\$832,000.00	02/11/08	\$832,000.00	James T.	Ron M.
368	Limestone Creek Phase II-B #2002055	Florida	Palm Beach, FL	\$1,728,863.50	07/31/08	\$1,880,598.15	Robert B.	Jack R.
367	City of Marathon-Service Areas 4 & 6	Florida	Marathon, FL	\$14,154,000.00	09/06/09	\$8,192,808.00	Joe B.	Steve B.
366	MDWASD S-828 Site Preparation Blackpoint	Florida	West Palm Beach, FL	\$14,471,955.00	11/12/08	\$13,407,485.78	Robert B.	Jack R.
365	Suffolk BBB-1 Demolition Project #207134	Florida	Broward City, FL	\$565,452.00	NA	\$565,452.00	NA	NA
364	Broward City-Ncenip Rock Island Bp No. 3	Florida	Broward City, FL	\$21,160,995.75	09/30/11	\$26,002,137.00	Pablo R.	Ron M.
363	Broward City-Ncnip Nw Quadrant Bp No. 8	Florida	Broward City, FL	\$16,678,266.90	07/08/09	\$16,812,079.77	James T.	Jack R.
362	Palm Beach County-Northern Region WUD 05-061	Florida	Palm Beach, FL	\$5,632,296.93	10/15/07	\$5,861,972.00	James T.	Jack R.
361	Ch2M Hill-Sunrise Water Treatment Plant	Florida	Boca Raton, FL	\$560,000.00	02/06/07	\$472,274.85	RWB/JMT	Paul W.
360	City Of Boca Raton-42" Emergency Repair, PO 032947	Florida	Wellington, FL	\$1,486,500.00	01/26/07	\$996,648.50	RWB/JMT	Jack R.
359	Village Of Wellington WM Extension Phase 2 Project No. 17-06/BMA	Florida	Oakland Park, FL	\$5,728,370.00	09/10/07	\$5,499,238.00	RWB/JMT	Ron M.
358	City Of Oakland Park-Kimberly Lake Basin	Florida	Ft. Lauderdale, FL	Work Order	NA	\$552,428.00	RWB/JMT	Ron M.
357	Hurricane Wilma	Florida	Ft. Lauderdale, FL	\$0.00	NA	NA	NA	NA
356	City Of Ft. Lauderdale-E. Las Olas-Seven Isles No. 10751	Florida	Broward City, FL	\$13,897,356.20	08/15/08	\$15,627,945.71	Pablo R.	Ron M.
355	Broward City-Broadview Estates Bp No. 1	Florida	Ft. Lauderdale, FL	\$0.00	NA	NA	NA	NA
354	City Of Fort Lauderdale-Septic Area 12 And 17	Florida	Ft. Lauderdale, FL	\$1,141,090.00	12/20/05	\$1,097,478.24	James T.	Jorge G.
353	MDWASD-ER 47609, 24" Force Main	Florida	Miami Dade Water and Sewer Dep.	\$331,000.00	NA	\$314,000.00	Frank K.	Jorge G.
352	FDOT-Orange 41394815201	Florida	FDOT	\$11,740,791.00	08/31/07	\$12,373,000.00	James T.	Jorge G.
351	City Of Miramar-South Service Area 5	Florida	Miramar, FL	\$188,450.00	04/13/05	\$181,597.04	Matt T.	Ron M.
350	PBS&J S608B	Florida	Miami Dade Water and Sewer Dep.	\$162,500.00	03/14/05	\$167,500.00	Robert B.	Bob B.
349	The City Of West Palm Beach-Dixie Hwy Wm Repl	Florida	West Palm Beach, FL	\$576,481.21	05/05/06	\$533,673.00	Robert B.	Gary D.
348	City Of Fort Lauderdale-River Oaks/Jacobs Landing	Florida	Ft. Lauderdale, FL	\$2,582,609.69	05/26/06	\$1,268,549.00	Robert B.	Gary D.
347	City Of Ft. Lauderdale-Annual	Florida	Ft. Lauderdale, FL	\$0.00	NA	NA	NA	NA
346	Broward City West Ken Lark No. 2	Florida	Broward City, FL	\$10,439,066.90	09/27/07	\$10,885,237.90	Pablo R.	Ron M.
345	MDWASD, JO 8605, 60" FM Repair	Florida	Miami Dade Water and Sewer Dep.	\$87,331.00	04/02/04	\$76,919.00	Matt T.	Jorge G.
344	MDWASD, W-849 W.M. LN Miami River	Florida	Miami Dade Water and Sewer Dep.	\$2,766,246.78	01/13/05	\$2,759,174.91	Matt T.	Joe D.
343	MDWASD, JO 8336, 96" Repair	Florida	Miami Dade Water and Sewer Dep.	\$58,100.00	12/14/04	\$77,030.88	Matt T.	Joe D.
342	Broward City North Andrews No. 6	Florida	Broward City, FL	\$9,074,190.17	09/25/06	\$9,071,312.13	Pablo R.	Jorge G.
341	LLS-Fpl Cooling Ponds Sliplining	Florida	FPL	\$168,550.00	05/25/04	\$343,945.00	Scott S.	Glen S.

Lanzo Job #	Project Name	State	Owner	Contract Amount	Completion Date	Final Contract Amount	Project Manager	Super
340	Nova High School Point Repair	Florida	Nova	\$31,500.00	NA	\$31,500.00	Scott S.	Ron M.
339	BND MDWAS S-784 DERM EAST 54" FM Design Build	Florida	Miami Dade Water and Sewer Dep.	\$4,301,480.00	05/01/07	\$5,072,126.17	Matt T.	Paul W.
338	Hemispheres Condominium	Florida	Home Owner Association	\$0.00	NA	NA	NA	NA
337	Broward City Cresthaven Bp No.3	Florida	Broward City, FL	\$10,681,664.00	04/04/06	\$10,822,404.84	Pablo R.	Jorge R.
336	MDWASD, S-737, FM&WM, SW184 STREET	Florida	Miami Dade Water and Sewer Dep.	\$2,489,736.59	06/07/04	\$2,434,285.52	Scott S.	Jorge R.
335	MDWASD PS#1003 ER47383 S-700A-6B	Florida	Miami Dade Water and Sewer Dep.	\$356,181.00	01/27/04	\$245,345.20	Matt T.	Joe D.
334	City Of Key West Pump Station	Florida	Key West, FL	\$3,399,125.00	01/20/04	\$3,354,476.14	Mike B.	Sieve B.
333	MDWASD PS #135 ER 47351-S-700A-6A	Florida	Miami Dade Water and Sewer Dep.	\$458,740.00	07/25/03	\$442,676.32	Matt T.	Ed Doty
332	MDWASD Miami River Crossing -S-718-9 W/O A	Florida	Miami Dade Water and Sewer Dep.	\$952,486.00	03/25/04	\$964,491.32	Matt T.	Ron M.
331	FDOT-Olive Ave PB Lakes To Lakview	Florida	FDOT	\$7,772,813.00	08/21/06	\$11,094,126.12	Robert B.	Glenn
330	MDWSD, S-751 54" Rehabilitation	Florida	Miami Dade Water and Sewer Dep.	\$1,630,655.18	08/30/03	\$1,620,401.88	Matt T.	Ron M.
329	LLS-Broward County Intracoastal	Florida	Broward City, FL	\$161,060.63	06/30/03	\$62,148.94	Matt T.	Ron M.
328	Fort Lauderdale, Progresso A	Florida	FL Lauderdale, FL	\$1,433,915.00	07/09/03	\$1,567,115.00	Scott	Ron M.
327	FDOT-Dixie PB Lakes To Northwood	Florida	FDOT	\$6,741,714.80	09/26/05	\$6,957,980.70	Robert B.	Glenn
325	LLS-City Of Opa Locka	Florida	Opa Locka, FL	\$160,372.66	09/20/02	\$162,372.66	Jim L.	Ron M.
324	Broward City Package No. 7	Florida	Broward City, FL	\$10,172,038.39	09/29/04	\$10,157,670.73	Dave M.	Jorge G.
323	LLS-Hollywood	Florida	Diplomat-Hotel, Hollywood, FL	\$366,620.00	04/12/02	\$390,606.45	Matt T.	Ron M.
322	Miami-Dade County Col-Derm-Ecc	Florida	Miami Dade Water and Sewer Dep.	\$0.00	NA	NA	Jim L.	Jim L.
321	Palm Beh, Atlantic Ave 42" WM,24" RC	Florida	Palm Beach, FL	\$2,292,596.17	01/31/04	\$2,235,206.27	Robert B.	Paul W.
320	"Antares" Tugboat	Florida		\$0.00	NA	NA	NA	NA
319	FDOT-Powerline Road	Florida	FDOT	\$10,234,000.00	01/15/04	\$11,069,898.00	Scott	Jorge R.
318	Broward City 42" Cleaning	Florida	Broward City, FL	\$0.00	02/15/01	NA	Jim	Bob F.
317	Broward City Package No. 2 Riverland	Florida	Broward City, FL	\$10,411,585.00	03/10/05	\$11,571,539.00	Scott S.	Jorge R.
316	Broward City Package No. 9 South County	Florida	Broward City, FL	\$12,318,400.00	09/30/03	\$12,152,903.00	Dave M.	Jorge G.
315	MDWASD, S-700A-6, P.S. Blanket	Florida	Miami Dade Water and Sewer Dep.	\$0.00	NA	NA	NA	NA
314	MDWASD, S-718-9, Pipe Blanket	Florida	Miami Dade Water and Sewer Dep.	\$0.00	NA	NA	NA	NA
M314	Lansing CSO Remediation Interceptor Sewer	Michigan	Lansing, City of	\$9,200,000.00	01/01/03	\$9,293,057.00	Gary D. Jr	Mark K
313	MDWASD, W-788R 54" FCCP WM	Florida	Miami Dade Water and Sewer Dep.	\$3,688,337.80	02/06/02	\$3,686,051.47	Matt T.	Paul W.
312	FDOT-SR NO. 5, US 1, Broadway	Florida	FDOT	\$13,897,008.52	12/04/03	\$15,349,801.52	Robert B.	Glenn
311	MDWASD, 54" FM Emergency Repairs	Florida	Miami Dade Water and Sewer Dep.	\$1,112,000.00	07/08/00	\$1,112,000.00	Jim	Bob F.
310	MPSIP Remedial Repairs	Florida		\$0.00	NA	NA	Joe	Joe
309	MDWASD, W-789 54" FCCP WM	Florida	Miami Dade Water and Sewer Dep.	\$1,849,637.00	09/30/01	\$1,945,759.13	Matt T.	Paul S.
308	Palm Beh, Sr No. 7 42" Water Main	Florida	Palm Beach, FL	\$3,186,020.00	10/23/00	\$1,605,689.52	Robert B.	Paul W.
307	Key West, Dist Da San Rehab	Florida	Key West, FL	\$5,010,379.00	01/14/02	\$5,010,379.00	Scott	Glenn
306	PAWA, MDWASD S-728 NW 7 TH AVE.	Florida	Miami Dade Water and Sewer Dep.	\$6,140,700.00	09/25/01	\$6,232,975.00	Matt T.	Jorge G.
305	City Of Miramar-Intrastate	Florida	Miramar, FL	\$980,000.00	11/22/00	\$1,052,864.74	Jim	Jorge G.
304	35 Avenue Box Culvert & Fm	Florida	Broward City, FL	\$4,852,765.00	06/01/01	\$5,112,791.80	Jim	Paul
303	City Of Hialeah Emergency Repair	Florida	Hialeah, FL	\$24,941.85	NA	\$21,941.85	Jim	Jorge G.
302	FDOT-Cleveland Rd Bridge	Florida	FDOT	\$812,749.75	09/08/00	\$761,894.10	Masood	George
301	MDWASD, 54" Emergency Repair	Florida	Miami Dade Water and Sewer Dep.	\$199,633.10	NA	\$199,633.10	Jim	Jorge
M301	PC-732 Leib Screening And Disinfection Facility	Michigan	Detroit, City Of	\$24,700,000.00	12/01/03	\$24,739,648.00	Dan Sand	Jack P.
300	FDOT-Sample Road	Florida	FDOT	\$6,426,550.30	09/09/00	\$7,558,687.13	Robert B.	Miguel
299	MDWASD, ER 46676 & ER 15085 SR NO. 5	Florida	Miami Dade Water and Sewer Dep.	\$1,871,442.50	01/24/00	\$1,725,597.84	Jim	Paul W.
298	Key West, Dist B San Rehab	Florida	Key West, FL	\$8,143,883.00	09/22/00	\$7,649,040.59	Scott	Glenn
297	MDWASD, ER 46694-FM SL 844	Florida	Miami Dade Water and Sewer Dep.	\$258,815.50	2/31/00	\$265,236.86	Jim	Jorge

Lanzo Job #	Project Name	State	Owner	Contract Amount	Completion Date	Final Contract Amount	Project Manager	Super
296	MDWASD, ER 67150-PS R38	Florida	Miami Dade Water and Sewer Dep.	\$465,770.00	08/04/99	\$375,635.75	Jim	Jorge
295	MDWASD, S 684, Annual R&R	Florida	Miami Dade Water and Sewer Dep.	\$5,518,290.00	02/24/00	\$4,863,504.77	Jim	Jorge
294	MDWASD, ER 67218-Direct Drill	Florida	Miami Dade Water and Sewer Dep.	\$354,073.00	04/02/99	\$295,837.74	Jim	Chuck
293	MDWASD SL 502-Country Walk	Florida	Miami Dade Water and Sewer Dep.	\$1,282,915.00	04/23/99	\$1,147,078.03	Jim	Glen
292	City Of Hollywood	Florida	Hollywood, FL	\$100,000.00	NA	\$100,000.00	Jim	Jorge
291	Miami Intl Airport Drd#A073A	Florida	Miami Int'l Airport	\$200,000.00	NA	\$200,000.00	Jim	Jorge
290	MDWASD ER 46545, Carol Aerial	Florida	Miami Dade Water and Sewer Dep.	\$162,000.00	06/04/99	\$179,723.56	Mark	Chuck
289	Boca Raton Manhole Repl	Florida	Boca Raton, FL	\$78,801.50	11/20/98	\$78,801.50	Jim	Paul
288	Hurricane George Clean Up	Florida	Various Local Governments	\$165,513.25	NA	\$181,353.25	Scott	Scott
287	MDWASD, Golden Beach	Florida	Miami Dade Water and Sewer Dep.	\$72,000.00	09/18/98	\$92,146.90	Jim	Glen
286	MDWASD, ER 15220-54" PCCP	Florida	Miami Dade Water and Sewer Dep.	\$2,493,272.00	05/18/99	\$2,281,099.45	Jim	Glen
285	LLLS, Linabond	Florida	Lanux Lining Services	\$113,050.00	NA	\$131,278.43	Joe	Joe
284	Key West, Dist A San Rehab	Florida	Key West, FL	\$5,149,890.00	09/11/00	\$7,464,895.51	Scott	Jorge
283	Broward City - Terminal Area No. 2	Florida	Broward City, FL	\$1,224,725.00	02/12/99	\$1,143,509.84	Jim	Glen
282	MDWASD, ER 15115	Florida	Miami Dade Water and Sewer Dep.	\$280,500.00	05/01/98	\$280,500.00	Jim	Jorge
280	MDWASD S-633 PHASE 2 (Ocean Outfall)	Florida	Miami Dade Water and Sewer Dep.	\$18,865,405.00	09/29/00	\$18,764,485.25	Matt T.	George
279	MDWASD S-642 SLIPLINE	Florida	Miami Dade Water and Sewer Dep.	\$3,411,315.00	09/11/98	\$3,106,745.00	Jim	Glen
278	MDWASD FM CL 102 PBS&J	Florida	Miami Dade Water and Sewer Dep.	\$184,764.00	12/01/97	\$193,175.00	Jim	Jorge
277	Metro Dade T01366B Brickell	Florida	Metro Dade, FL	\$398,000.00	02/01/98	\$336,757.00	Jim	Chuck
276	Metro Dade #T01366B Blanket	Florida	Metro Dade, FL	\$350,000.00	03/01/98	\$918,871.10	Jim	Jorge
275	MDWASD PS 805 PBS&J	Florida	Miami Dade Water and Sewer Dep.	\$243,455.00	12/01/97	\$245,338.75	Jim	Jorge
274	MDWASD S-664 72" REHAB	Florida	Miami Dade Water and Sewer Dep.	\$671,600.00	01/01/98	\$671,261.50	Mark	Chuck
273	M&E-Biscayne Interceptor Design Build M&E	Florida	Metro Dade, FL	\$2,192,000.00	12/01/97	\$2,387,000.00	John	Jorge
272	MDWASD S-633 PH I REV	Florida	Miami Dade Water and Sewer Dep.	\$3,591,420.00	06/15/98	\$2,629,054.09	John	Chuck
271	MDWASD PS/FM 834 PBS&J	Florida	Miami Dade Water and Sewer Dep.	\$548,634.00	12/01/97	\$545,637.25	Jim	Jorge
270	MDWASD PS/FM 646 PBS&J	Florida	Miami Dade Water and Sewer Dep.	\$320,837.50	06/01/97	\$93,720.17	Mark	Jorge
269	MDWASD S-650 48" F.M.	Florida	Miami Dade Water and Sewer Dep.	\$1,893,064.50	12/01/97	\$1,545,852.62	John	Glen
268	Dade Hwy 8" Wm - Urban	Florida	Urban	\$566,292.50	10/01/97	\$383,975.00	Mark	Subet
267	Hollywood 36" Rehab	Florida	Hollywood, FL	\$144,121.00	03/01/97	\$119,803.00	Mark	Jorge
266	MDWASD PS/FM 753 PBS&J	Florida	Miami Dade Water and Sewer Dep.	\$380,272.00	06/01/98	\$370,261.50	Jim	Jorge
265	Cooper City - S&W	Florida	Cooper City, FL	\$1,080,000.00	12/31/97	\$1,118,516.00	Jim	Paul
264	MDWASD W-732 24" DI W.M.	Florida	Miami Dade Water and Sewer Dep.	\$1,351,340.00	08/15/98	\$1,345,790.00	John	Glen
263	Sunrise - Indian Trace	Florida	Sunrise, FL	\$5,066,470.00	12/01/97	\$5,816,336.00	Robert B.	Glen
262	MDWASD S608A-LT	Florida	Miami Dade Water and Sewer Dep.	\$946,640.00	12/01/96	\$1,345,420.00	John	
261	MDWASD PS657-PBSJ	Florida	Miami Dade Water and Sewer Dep.	\$485,700.00	09/01/96	\$450,968.45	Mark	
260	MDWASD PS410-LT	Florida	Miami Dade Water and Sewer Dep.	\$283,800.00	08/01/96	\$305,682.50	Mark	
259	MDWSD PS 310-LT	Florida	Miami Dade Water and Sewer Dep.	\$253,193.00	07/01/96	\$259,989.00	Mark	
258	MD ER44680 NW 97A/25S-LT	Florida	Miami Dade Water and Sewer Dep.	\$253,075.00	08/01/96	\$253,075.00	Mark	
257	MDWSD S-503R	Florida	Miami Dade Water and Sewer Dep.	\$2,517,762.00	11/01/97	\$3,894,555.10	John	Jorge
256	Palm Bch D-14 Stormwater	Florida	Palm Beach, FL	\$691,962.00	08/01/97	\$703,177.74	Mark	
255	MDWSD PS 20-LT	Florida	Miami Dade Water and Sewer Dep.	\$312,495.00	05/01/96	\$292,134.40	Mark	
254	MDWASD PS 947-LT	Florida	Miami Dade Water and Sewer Dep.	\$382,200.00	02/01/96	\$367,546.00	Fred	
253	MDWSA PS 962-PMT	Florida	Miami Dade Water and Sewer Dep.	\$224,000.00	03/01/96	\$224,000.00	Mark	
252	MDWASD ER 48"	Florida	Miami Dade Water and Sewer Dep.	\$1,185,000.00	01/01/96	\$1,231,057.00	Fred	
251	MDWSA S-403D 1	Florida	Miami Dade Water and Sewer Dep.	\$3,246,820.00	06/01/96	\$3,137,263.00	John	

Lanzo Job #	Project Name	State	Owner	Contract Amount	Completion Date	Final Contract Amount	Project Manager	Super
250	MDWASD S-627 I&2	Florida	Miami Dade Water and Sewer Dep.	\$2,861,320.00	06/01/96	\$2,152,719.10	Fred	
249	MDWSA ERI3594	Florida	Miami Dade Water and Sewer Dep.	\$637,180.00	07/01/96	\$637,180.00	Mark	
248	MDWASD S-625	Florida	Miami Dade Water and Sewer Dep.	\$4,840,995.00	09/15/97	\$5,555,995.00	Mark	
246	MDWASD S-503D 3	Florida	Miami Dade Water and Sewer Dep.	\$4,070,130.00	06/01/96	\$4,644,852.50	Fred	
245	MDWSA W-723	Florida	Miami Dade Water and Sewer Dep.	\$1,491,682.00	12/01/96	\$1,691,493.00	John	
244	RFQ0001 Misc Pump Station Construction Contract	Florida	Miami Dade Water and Sewer Dep.	\$27,500,000.00		Various		
243	MDWSA S-605A II	Florida	Miami Dade Water and Sewer Dep.	\$3,073,460.00	06/20/95	\$3,208,964.98		
242	Holiday Colony, Ocean Lane And Sunrise	Florida	Key Biscayne, FL	\$1,975,104.00	04/08/96	\$1,974,349.98		
241	Miramar #2/4B	Florida	Miramar, Florida	\$3,108,625.00	01/19/96	\$3,075,214.34		
240	Hollywood	Florida	Hollywood, Florida	\$1,386,010.00	01/05/96	\$1,598,780.45		
239	MDWSA S-464	Florida	Miami Dade Water and Sewer Dep.	\$989,196.00	02/01/95	\$876,876.00		
238	Miramar #3	Florida	Miramar, Florida	\$2,421,490.00	10/01/95	\$2,583,451.61		
237	MDWSA S-503ABC	Florida	Miami Dade Water and Sewer Dep.	\$9,752,571.52	03/01/95	\$9,752,571.52		
236	MDWASD S-500	Florida	Miami Dade Water and Sewer Dep.	\$887,611.00	11/01/94	\$878,688.00		
235	Broward #13	Florida	Pembroke Pines, Florida	\$3,084,563.65	10/04/95	\$3,357,893.39		
234	MDWASD S-497	Florida	Miami Dade Water and Sewer Dep.	\$1,930,372.00	08/01/94	\$2,514,213.00		
233	MDWASA S-391D	Florida	Miami Dade Water and Sewer Dep.	\$1,263,615.00	04/01/94	\$1,320,815.77		
230	MDWASD S-391B	Florida	Miami Dade Water and Sewer Dep.	\$1,565,097.00	06/01/94	\$1,643,278.80		
229	MDWSA S-490	Florida	Miami Dade Water and Sewer Dep.	\$7,358,139.00	08/01/95	\$6,341,573.24		
228	Hollywood Wastewater Collection System Rehab Pro No. 937025	Florida	Hollywood, Florida	\$1,387,365.00	10/01/94	\$1,387,365.00		
226	MDWASD W-661	Florida	Miami Dade Water and Sewer Dep.	\$1,077,818.00	01/01/94	\$961,110.00		
225	MDWSA S-464	Florida	Miami Dade Water and Sewer Dep.	\$989,196.00	08/07/93	\$989,124.00		
224	MDWASD S-442	Florida	Miami Dade Water and Sewer Dep.	\$370,387.80	01/01/94	\$324,829.40		
223	MDWSA S-363	Florida	Miami Dade Water and Sewer Dep.	\$2,926,492.00	11/01/93	\$3,438,395.00		
222	West Miami	Florida	West Miami, FL	\$3,349,612.00	11/01/93	\$3,453,254.00		
221	Dade 629905	Florida	Miami Dade Water and Sewer Dep.	\$327,000.00	01/01/93	\$327,000.00		
220	URBAN/LANZO - Florida City Homestead	Florida	Homestead, City of					
219	Allied/Lanzo/Urban - North Miami	Florida	North Miami, City of					
218	Gilbert Southern - Sunland/Country Walk	Florida	Corp of Engineer					
217	Hurricane Andrew - Private Property Owners	Florida	Corp of Engineer					
216	Miami Dade Water & Sewer Authority / S-365	Florida	Miami Dade Water and Sewer Dep.	\$1,452,577.00		\$1,452,577.00		
215	City of Sunrise / 1535 - 01 .81	Florida	Sunrise, FL	\$1,029,205.00		\$1,029,205.00		
214	Miami Dade Water & Sewer Authority / W - 699	Florida	Miami Dade Water and Sewer Dep.	\$697,719.00		\$697,719.00		
213	Miami Dade Water & Sewer Authority / S - 399	Florida	Miami Dade Water and Sewer Dep.	\$780,954.00		\$780,954.00		
212	Silver Lakes Partnership	Florida	Pembroke Pines, Florida	\$452,179.00		\$452,179.00		
211	Miami Dade Water & Sewer Authority S-397	Florida	Miami Dade Water and Sewer Dep.	\$2,514,957.00		\$2,514,957.00		
210	Silver Lakes Partnership Phase 1C	Florida	Pembroke Pines, Florida	\$272,242.50		\$272,242.50		
209	Leonard Subdivision	Florida	Pembroke Pines, Florida	\$150,000.00		\$150,000.00		
208	Modification of Sanitary S-291	Florida	Miami Dade Water and Sewer Dep.	\$93,750.00		\$93,750.00		
207	Pembroke Pines Century Village Phase 3	Florida	Century Village	\$553,700.00		\$553,700.00		
206	Opa - Locks Airport Pump Station	Florida	Dade County Aviation Dep	\$129,000.00		\$129,000.00		
205	Water Conser. I, Inverteceptor System	Florida	Local Government	\$1,557,418.00		\$1,557,418.00		
204	South District Wastewater Treatment S-249	Florida	Miami Dade Water and Sewer Dep.	\$1,183,000.00		\$1,183,000.00		
203	City of Pembroke Pines - Sanitary Sewer Work	Florida	Pembroke Pines, Florida	\$176,500.00		\$176,500.00		

Lanzo Job #	Project Name	State	Owner	Contract Amount	Completion Date	Final Contract Amount	Project Manager	Super
202	City of Plantation South Area	Florida	Plantation, City of	\$806,375.00				
201	City of St. Petersburg Albert Whitted	Florida	St. Petersburg	\$586,985.00				
200	City of Pembroke Pines - FPL Drainage	Florida	Pembroke Pines, Florida	\$65,932.00				
199	City of Pembroke Pines - Utility System Upgrade	Florida	Pembroke Pines, Florida	\$396,260.00				
198	Snailth Storm	Florida	Local Government	\$45,000.00				
197	Fort Lauderdale Project 8834 - A	Florida	Ft. Lauderdale, FL	\$1,084,990.00				
196	Fort Lauderdale Project 8833 - A	Florida	Ft. Lauderdale, FL	\$676,000.00				
195	Silver Lakes Partnership Pod D	Florida	Pembroke Pines, Florida	\$306,966.00				
194	Silver Lakes Partnership	Florida	Pembroke Pines, Florida	\$71,300.00				
193	Silver Lakes Partnership Pod A	Florida	Pembroke Pines, Florida	\$421,000.00				
192	Jones Edmunds - 60" Cross Bar Ranch	Florida	West Coast Regional	\$125,000.00				
191	City of Coral Gables - 36" Force Main	Florida	Coral Gables, City of	\$854,904.00				
190	Palm Beach County - 87 - 35	Florida	Palm Beach, FL	\$5,580,864.00				
189	City of Fort Lauderdale - 42" Raw Water Main Project #8362F	Florida	Ft. Lauderdale, FL	\$475,380.00				
188	Silver Lakes Partnership Phase 1B	Florida	Pembroke Pines, Florida	\$660,884.00				
187	West Coast Regional Water Supply Authority	Florida	West Coast Regional	\$279,162.00				
186	Miami Dade Water & Sewer Authority S-376	Florida	Miami Dade Water and Sewer Dep.	\$1,238,955.00				
185	Royal Palm Beach	Florida	Royal Palm Beach, City of	\$163,939.00				
184	Cortez road Sewer System Rehabilitation / 415-5388 - 537	Florida	Bradson, Florida	\$878,151.00				
183	Miami Dade Water & Sewer Authority / S - 386	Florida	Miami Dade Water and Sewer Dep.	\$688,257.00				
182	Hallandale Raw Water Pipeline BP 1 #P-12-89-4-of	Florida	Broward Cty., FL	\$1,438,745.00				
181	Hallandale Raw Water & Supply Carver Ranches	Florida	Broward Cty., FL	\$1,081,945.00				
180	Pembroke Commons - Home/Property Systems	Florida	Pembroke Pines, Florida	\$550,000.00				
179	Holly Lakes Water Improvements Phase 1	Florida	Pembroke Pines, Florida	\$227,400.00				
178	Miami Dade Water & Sewer - #4 - 94169	Florida	Miami Dade Water and Sewer Dep.	\$18,300.00				
177	Silver Lakes Master Pump Station	Florida	Pembroke Pines, Florida	\$1,197,000.00				
176	Silver Lakes Partnership Pods F&J	Florida	Pembroke Pines, Florida	\$675,283.40				
175	Silver Lakes Partnership Phase 1A	Florida	Pembroke Pines, Florida	\$855,562.00				
174	City of Ft. Lauderdale / P# - 8362 - E	Florida	Ft. Lauderdale, FL	\$1,577,300.00				
173	Country Lakes - Miramar	Florida	Miramar, Florida	\$667,128.00				
172	MDWSA - W - 635	Florida	Miami Dade Water and Sewer Dep.	\$172,010.00				
171	MDWSA - S - 384	Florida	Miami Dade Water and Sewer Dep.	\$224,000.00				
170	Arvida - Sector 6, Parcel C - Broward City	Florida	Broward Cty., FL	\$552,983.80				
169	Country Walk - Arvida/JMB Partners	Florida	Local Government	T&M				
168	Hookers Point WWTP - Phase I Division SHI	Florida	Tampa, Florida	\$1,997,000.00	07/01/90			
167	City of Pembroke Pines - Booster Pumping Station	Florida	Pembroke Pines, Florida	\$2,197,000.00				
166	Cortez village Plaza	Florida	Bradson, Florida	\$920,800.00				
165	City of Key West - Flagler Avenue Interceptor	Florida	Key West, FL	\$1,770,860.00				
164	City of Miami - NW 36th Street	Florida	Miami, City of	\$1,084,790.00				
163	FDOT #3521, Dixie Highway - State Paving	Florida	FDOT	\$1,993,705.00				
162	MDWSA - Contract S-374, Div. 3	Florida	Miami Dade Water and Sewer Dep.	\$978,317.40				
161	MDWSA - Contract S-374	Florida	Miami Dade Water and Sewer Dep.	\$393,660.00				
160	City of Lake Worth - Sanitary Sewer Rehab. Phase I	Florida	Lake Worth, City of	\$217,163.00				
159	City Of Pembroke Pines - Sludge Facility B&C 85-05-03	Florida	Pembroke Pines, Florida	\$1,771,000.00	06/01/90			

Lanzo Job #	Project Name	State	Owner	Contract Amount	Completion Date	Final Contract Amount	Project Manager	Super
158	MDWSA - Contract S-344	Florida	Miami Dade Water and Sewer Dep.	\$1,924,839.00				
157	MDWSA - Contract S-337C, Div. 2	Florida	Miami Dade Water and Sewer Dep.					
156	MDWSA - Contract S-337C, Div. 1	Florida	Miami Dade Water and Sewer Dep.	\$2,387,690.50				
155	City of Pembroke Pines - Pembroke Bay Pumping Station	Florida	Pembroke Pines, Florida	\$69,917.50				
154	Town of Davie - Water Distribution System B&C 85-079	Florida	Davie, Town of	\$821,140.00				
153	General Crane Water & Sewer	Florida	Pompano Beach, Florida	\$92,500.00				
152	MDWSA - Palmcetto - Phoenix Farms	Florida	Miami Dade Water and Sewer Dep.	\$1,290,255.00				
151	Coral Ridge Pump Station - Ft. Lauderdale	Florida	Ft. Lauderdale, FL					
150	MDWSA - Sanitary Sewer Restoration S - 319B	Florida	Miami Dade Water and Sewer Dep.	\$1,290,400.00				
149	MDWSA - Sanitary Sewer Restoration S - 319D	Florida	Miami Dade Water and Sewer Dep.	\$1,735,545.00				
148	MDWSA - Sanitary Sewer Restoration S - 319C, Div. 2	Florida	Miami Dade Water and Sewer Dep.	\$353,200.00				
147	MDWSA - Sanitary Sewer Restoration S - 319C, Div. 1	Florida	Miami Dade Water and Sewer Dep.	\$1,439,570.00				
146	MDWSA - South District Wastewater Transmission System	Florida	Miami Dade Water and Sewer Dep.	\$3,933,773.50				
145	Water and Wastewater Transmission Malus	Florida	Local Government	\$3,004,249.88				
144	South District Wastewater / Transmission System S-311	Florida	Miami Dade Water and Sewer Dep.	\$1,424,329.00				
143	Fairlawn South Sanitary Sewer - City of Miami	Florida	Miami, City of	\$1,696,293.70				
142	Lithia Pumping Station - MCI	Florida	Bradon, Florida	\$542,778.00				
141	Tampa International Airport	Florida	Tampa, Florida	\$823,887.00				
140	Project 8683 - Replace 54" Water Main	Florida	Ft. Lauderdale, FL	\$2,280,198.00				
139	Tanglewood Force Main Extension	Florida	Local Government	\$35,815.00				
138	South Central Hillsborough / Transmission Mains	Florida	Local Government	\$9,570,040.00				
137	Seacrest Boulevard from Boynton Canal	Florida	Palm Beach, FL	\$3,759,212.73				
136	Gore Street Trunk Sewer Bypass	Florida	Orlando, City of	\$1,077,534.00				
134	City of Hialeah / Diversion Force Main	Florida	Hialeah, FL	\$755,505.00				
133	Davie - Cooper City / Effluent Transmission Force Main	Florida	Davie, Town of	\$1,193,725.00				
132	20" Water Main, Sw 67th Ave, Sw 40th Street	Florida	Local Government	\$418,017.50				
131	Orlando Eastern Effluent Transmission Main / Iron Bridge	Florida	Orlando, City of	\$8,236,389.00				
130	Raw Water Transmission Main & Construction	Florida	Local Government	\$733,194.99				
129	Citywide Sanitary Service - City of Miami	Florida	Miami, City of	\$265,191.00				
128	Eastern Service Area Wastewater Facilities Program	Florida	Orlando, City of	\$3,182,515.00				
127	City of Pembroke Pines / Tanglewood Force Main	Florida	Pembroke Pines, Florida	\$81,070.00				
125	City of Tamarac - Turnpike Utility Relocation	Florida	Tamarac, City of	\$40,000.00				
124	City of Miami - Fairlawn North Sanitary Sewer Improvements	Florida	Miami, City of	\$1,901,829.00				
123	Washington Park/Boulevard Gardens	Florida	Broward City, FL	\$624,070.00				
121	City of Plantation Calfstream Force Main	Florida	Plantation, City of	\$1,382,875.00				
120	Wagner Creek Renovation - City of Miami	Florida	Miami, City of	\$757,320.00				
118	City of Orlando - Water Conser. I	Florida	Orlando, City of	\$883,430.00				
117	Jog Road Water Transmission	Florida	Palm Beach, FL	\$1,214,737.50				
116	Town of Medley, Florida - Sanitary Sewer Facilities	Florida	Medley	\$2,276,984.50				
115	Orange County - Rapid Infiltration Basins (RIBS)	Florida	Orange County	\$11,787,570.00				
114	City of Hialeah - Sanitary Sewage Collection System	Florida	Hialeah, FL	\$1,989,312.50				
113	Pembroke Public Safety Building / Pembroke Lakes Florida	Florida	Pembroke Pines, Florida					
112	City of Orlando, Distribution Network Pipeline	Florida	Orlando, City of	\$4,701,695.00				
111	City of Homestead - Krome Avenue Sewer Rehabilitation Pro.	Florida	Homestead, City of	\$1,549,998.00				
110	Miami Dade Water & Sewer Authority - Installation 24" WM	Florida	Miami Dade Water and Sewer Dep.	\$685,740.00				

Lanzo Job #	Project Name	State	Owner	Contract Amount	Completion Date	Final Contract Amount	Project Manager	Super
109	City of Pembroke Pines - 24" Force Main	Florida	Pembroke Pines, Florida					
108	Holly Lakes Repairs	Florida	Local Government	\$29,400.00				
107	Century Village Pipe Crossings	Florida	Century Village	\$30,650.00				
106	Broward County - Water Transmission Main & Drainage Cul.	Florida	Broward Co., Fl.	\$686,853.00				
105	Edwin B. Stimpson - Job No. F6158	Florida	Local Government	\$54,225.00				
104	City of Miami, Dept. of Public Works - Job No. B - 5495	Florida	Miami, City of	\$371,465.00				
103	City of Hialeah Gardens, Dade County - Wastewater Improv.	Florida	Hialeah, Fl.	\$1,239,571.50				
102	Sanitary Sewer Facilities, Town of Medley - Ph 1, SCS	Florida	Medley	\$5,070,447.50				
101	Woodbridge at Pembroke Lakes South	Florida	Pembroke Lakes, City of	\$346,609.63				
99	City of Plantation Gulfstream Master - Pump Station	Florida	Plantation, City of	\$1,446,000.00				
97	Manatee Co. North Subregional Wastewater	Florida	Manatee County	\$814,000.00				
96	City of St. Petersburg N.E. Interceptor	Florida	St. Petersburg	\$1,985,800.00				
95	City of Hialeah Gardens Wastewater - Improv. Pro.	Florida	Hialeah, Fl.	\$1,239,571.50				
94	Town of Medley, Ph. 1, Sanitary	Florida	Medley	\$1,747,850.00				
93	Delray Beach Water Treatment - Plant Expansion	Florida	Delray Beach	\$743,500.00				
64	Snapper Creek Canal Crossing	Florida	Miami Dade Water and Sewer Dep.	\$927,600.00				
63	Kendall-South District Wastewater Transmission System	Florida	Miami Dade Water and Sewer Dep.	\$1,249,395.00				
62	Lywood Sanitary Sewer Improvement	Florida	Local Government	\$1,463,177.00				
61	Pembroke Lakes South - Water Distribution System	Florida	Pembroke Lakes, City of	\$2,354,156.15				
60	Kinloch Sanitary Sewer Job No. B - 5485	Florida	Local Government	\$703,418.00				
59	Washington Park/Boulevard Gardens	Florida	Washington Park	\$566,834.00				
58	City of West Palm Beach	Florida	West Palm Beach, Fl.	\$508,513.35				
57	Washington Park/Boulevard Gardens	Florida	Washington Park	\$590,572.40				
56	Pompano Business Park	Florida	Pompano	\$451,350.00				
55	York Calise, Ph. 1 - Ronto Development, Florida	Florida	Local Government					
54	Water Distribution City Pro. No. 406	Florida	Local Government	\$854,264.00				
51	Construction Ph. 1, Wastewater System Additions	Florida	Local Government	\$982,549.80				
48	Central Sanitary Sewers, Job No. B - 5481	Florida	Local Government	\$639,026.75				
43	Job No. B - 5477 C&S Koubek Sanitary	Florida	Local Government	\$1,009,235.00				
39	Pro. No. 7910 - City of Ft. Lauderdale, Florida	Florida	Ft. Lauderdale, Fl.	\$13,815.00				
38	Completion of Contract S - 195 for USF & G	Florida	Local Government	\$247,680.00				
37	Completion of Contract S - 188 for USF & G	Florida	Local Government					
36	Contract No. 7894 - City of Ft. Lauderdale	Florida	Local Government	\$175,000.00				
35	Water & Sewer Construction South Half Section 34, T52S, R40E	Florida	Ft. Lauderdale, Fl.	\$597,969.50				
34	Miami - Dade Contract #449, Division A & B, Install 48" W/M	Florida	Local Government	\$577,000.00				
33	1980 Sanitary Sewer Improvements - City of Dania	Florida	Local Government	\$437,260.00				
32	City of Ft. Lauderdale Pro. No. 1534	Florida	Ft. Lauderdale, Fl.					
31	City of Ft. Lauderdale Pro. No. 7725	Florida	Ft. Lauderdale, Fl.	\$1,700,000.00				
30	NW 31st Avenue Watermain & Drainage	Florida	Local Government	\$976,530.00				
29	Paradise Palms Sanitary Sewer	Florida	Paradise Palms	\$428,000.00				
28	1981 Storm Drainage Improvement	Florida	Local Government	\$2,967,000.00				
27	1981 Sanitary Effluent System, Contract No. 156	Florida	Local Government	\$1,405,899.00				
26	1981 Raw Water Transmission Main, Contract No. 419 Div. A & B	Florida	Local Government	\$804,195.51				
25	1980 Forcemain Improvement Pro. No. 10289 - P	Florida	Local Government	\$2,190,000.00				
24	1980 Riverview Storm Sewer Ph. 1	Florida	Local Government					

Lanzo Job #	Project Name	State	Owner	Contract Amount	Completion Date	Final Contract Amount	Project Manager	Super
23	1980 Storm Drainage Improvement Area D - 10	Florida	Local Government	\$1,639,924.50				
22	1980 Storm Drainage Improvement Area D - 9	Florida	Local Government	\$1,170,556.49				
21	1979 Interceptor Foremain Pro. No. 3574	Florida	Local Government	\$6,784,000.00				
20	1979 Interceptor Foremain N - 16, Contract S - 181	Florida	Miami Dade Water and Sewer Dep.	\$885,770.00				
19	1980 Foremain and Transmission Mains, Sec. V, Div. 2, 3, 5, 7, 9, 11 & 12	Florida	Local Government	\$1,938,244.00				
18	1979 Raw Water Transmission Mains and Pump Station # 248	Florida	Local Government	\$500,000.00				
17	1980 Foremain, Transmissions Mains and Pump # 240	Florida	Local Government	\$1,658,485.00				
16	1979 Interceptor Foremain N - 13, Contract S - 175	Florida	Miami Dade Water and Sewer Dep.	\$1,612,485.00				
15	1979 Interceptor Foremain Pr. No. 3572	Florida	Local Government	\$2,800,000.00				
14	1980 Wastewater System Addition and Pump Station, Dis. 32	Florida	Local Government	\$683,875.00				
13	1980 Wastewater System Improvement with Pump Station, Dis. 28	Florida	Local Government	\$672,196.00				
12	1979 Liberia Sanitary Sewer System	Florida	Local Government	\$735,875.00				
11	1979 Sun Garden Isles Sanitary Sewer, Paving and Drainage	Florida	Sun Garden Isles	\$794,000.00				
10	1979 Curdova Island Watermain Improvements	Florida	Local Government	\$22,000.00				
9	1979 Watermain Improvements, Pro. 10389 - P	Florida	Local Government	\$766,000.00				
8	1978 Water and Wastewater System Improvement with Pump Station	Florida	Local Government	\$5,974,000.00				
7	1978 Storm Sewer Replacement	Florida	Local Government	\$367,000.00				
6	1977 Gravity Sewers and Foremain, Part F, Sec. IV	Florida	Local Government	\$3,206,000.00				
5	1977 Gravity Sewers and Foremain, Part F, Sec. I	Florida	Local Government	\$2,908,000.00				
4	1975 Wastewater System and Foremain	Florida	Local Government	\$700,000.00				
3	1976 Utilities District No. One Watermain	Florida	Local Government	\$897,000.00				
2	1975 Foremain and Pump Station Modifications	Florida	Local Government	\$693,000.00				
1	1973 through 1975 Gravity Sewers and Foremain	Florida	Local Government	C1 4,500,000 / C2 4,600,000				



Financial Statements

**Only Available If Apparent Low
Bidder and Upon Written Request that
Assures Confidentiality.
Fiscal Year End December 31, 2022**

Section 9



THE STOUT GROUP, LLC.

Project Name: SESAME STREET CULVERT REPLACEMENT
Solicitation No: RFP# 23-0307200
Tuesday, March 30th, 2023 at 2:00 P.M.

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

Bidder's Name: THE STOUT GROUP, LLC
Bidder's Address: 10850 NW 138 ST, Bay # 3
Hialeah Gardens, FL 33018
Bidder's Telephone No: 786-452-1481



THE STOUT GROUP, LLC.

COMPANY INFORMATION

- Name of Agency: The Stout Group, LLC.
- Web Site Address: www.thestoutgroup.com
- Entity Business Structure: Limited Liability Company (LLC).
- Date Founded: May 2012.
- Contact Information:
 - Phone Number: 786.452.1481
 - Location: 10850 NW 138th ST Bay 3, Hialeah Gardens, FL 33018.
 - Email Address: jsanchez@thestoutgroup.com
- Proof of Insurance: Please see attached.
- Criminal or Civil Litigation: N/A.
- Florida Division of Corporations Sunbiz: Please see attached.

Sincerely,

The Stout Group, LLC

Joey Sanchez

Manager

UNDERGROUND | SITEWORK | EARTHWORKS | PAVING

10850 NW 138th Street, Bay #3 - Hialeah Gardens, FL 33018 - O: 786.452.1481 - F: 305.397.2311

THE CITY OF OPA-LOCKA

OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

Ladies and Gentlemen:

The undersigned bidder proposes to furnish all labor, tools, material and supplies, and to sustain all the expense incurred in doing the work set forth below that may be awarded the undersigned by the City of Opa-locka, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the Office of the City Engineer of Opa-locka, which are referred to below and made a part hereof, at the following combination of lump sum prices:

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
1.	Lump Sum (Divided into 2 or 4 payments See Measurement and Payment for Conditions)	For performing preparatory work and operations in mobilizing for beginning the work of the Project, but excluding materials and permit costs, both of which are paid under other payments items, the lump sum of <u>One Hundred Forty thousand</u> Dollars and <u>zero</u> Cents	\$ <u>140,000.00</u>
2.	195 LF	For selling and delivering to the City 66-inch SRASP pipe and joints by Contech, or approved equal, for the three (3) barrel culvert installation, the price per linear foot of <u>Five Hundred —</u> Dollars and <u>zero —</u> Cents	\$ <u>97500.00</u>
3.	195 LF	For installing 66-inch SRASP pipe and joints by Contech, or approved equal, for the three (3) barrel culvert, price per linear foot of <u>two thousand two hundred</u> Dollars and <u>zero</u> Cents	\$ <u>429,000.00</u>

BP-2

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
4.	140 LF	For selling and delivering to the City General Guardrail per FDOT index No. 400 with mechanical appurtenances required, the price per linear foot of <u>One Hundred Fifty</u> Dollars and <u>zero</u> Cents	\$ <u>21,000.00</u>
5.	140 LF	For installing City General Guardrail per FDOT index No. 400 with mechanical appurtenances required, the price per linear foot of <u>Fifty</u> Dollars and <u>zero</u> Cents	\$ <u>7000.00</u>
6.	Lump Sum	For demolition and removal of existing three (3) 66-inch concrete pipe culvert with headwalls and retaining walls, the lump sum of <u>One hundred Fifty thousand</u> Dollars and <u>zero</u> Cents	\$ <u>150,000.00</u>
7.	465 CY	For the excavating of existing backfill material at existing Culvert location, the price per cubic yard of <u>One Hundred</u> Dollars and <u>zero</u> Cents	\$ <u>46,500.00</u>
8.	Lump Sum	For providing adequate bypass pumping to maintain uninterrupted Canal flow during construction, the price per lump sum of <u>One Hundred Fifty thousand</u> Dollars and <u>zero</u> Cents	\$ <u>150,000.00</u>

BP-3

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
9.	Lump Sum	For selling and delivering to the City all necessary erosion control measures specified on plans, including Turbidity Barriers and Drop Inlet Sediment Protection required, the price per lump sum of <u>Ten thousand</u> — Dollars and <u>zero</u> — Cents	\$ <u>10,000.00</u>
10.	Lump Sum	For furnishing and installing all necessary erosion control measures specified on plans, including Turbidity Barriers and Drop Inlet Sediment Protection required, the lump sum price of <u>Ten thousand</u> — Dollars and <u>zero</u> — Cents.	\$ <u>10,000.00</u>
11.	45 CY	For selling and delivering to the City Concrete for the installation of 10-inch thick Concrete Pavement (min. 3,000 psi at 28-day) per FDOT index No. 350, the price per cubic yard of <u>Two Thousand</u> — Dollars and <u>zero</u> — Cents.	\$ <u>90,000.00</u>
12.	45 CY	For constructing 10-inch thick Concrete Pavement (min. 3,000 psi at 28-day) per FDOT index No. 350, as indicated in the Plans, the price per cubic yard of <u>Five Hundred</u> — Dollars and <u>zero</u> — Cents.	\$ <u>22,500.00</u>
13.	405 SF	For constructing 4-inch thick sidewalk and ramp curbing to match existing per FDOT index No. 310, the price per square foot of <u>twenty</u> — Dollars and <u>zero</u> — Cents.	\$ <u>8100.00</u>

BP-4

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
14.	150 SF	For constructing new concrete curb and gutter per FDOT index No. 300, the price per square foot of <u>Fifty</u> Dollars and <u>zero</u> Cents.	\$ <u>7500.00</u>
15.	150 CY	For furnishing and placing suitable Backfill required for Culvert placement, the price per cubic yard of <u>One Hundred Fifty</u> Dollars and <u>zero</u> Cents.	\$ <u>22500.00</u>
16.	165 TON	For furnishing and installing Rubble (Broken Stone) at Culvert embankment for the rip-rap installation as per FDOT index No. 530, the price per ton of <u>Two Hundred</u> Dollars and <u>zero</u> Cents.	\$ <u>33000.00</u>
17.	10 CY	For furnishing and constructing cast-in-place Mitered End Sections at Culvert pipe barrels per FDOT index No. 430-021, the price per cubic yard of <u>Ten thousand</u> Dollars and <u>zero</u> Cents.	\$ <u>100,000.00</u>

BP-5

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
18.	1025 SY	For milling (nominal 1 inch thick), surface course for permanent paving repairs, the price per square yard of <u>Fifteen</u> Dollars and <u>Zero</u> Cents.	\$ <u>15,375.00</u>
19.	1025 SY	For constructing for Type "V" permanent paving repairs as per details provided in plans, the price per square yard of <u>Seventeen</u> Dollars and <u>Zero</u> Cents.	\$ <u>17,425.00</u>
20.	Lump Sum	For replacing pavement markings damaged, removed, or obliterated by the contractor's operation, the lump sum price of <u>Ten thousand</u> Dollars and <u>Zero</u> Cents.	\$ <u>10,000.00</u>
21.	40 SY (Contingent Item)	For restoring sodded area, the price per square yard of <u>Twenty</u> Dollars and <u>Zero</u> Cents.	\$ <u>800.00</u>
22.	Lump Sum	For providing full Traffic Control during construction, Maintenance of Traffic, the lump sum price of <u>twenty thousand</u> Dollars and <u>zero</u> Cents.	\$ <u>20000.00</u>

BP-6

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
23.	2100 SF (Contingent Item)	For sheeting and shoring ordered left in place by the Engineer, the price per square foot of <u>ten</u> Dollars and <u>zero</u> Cents.	\$ <u>21,000.00</u>
24.	465 CY (Contingent Item)	For removal, transport and legal disposal of unsuitable backfill materials, including tipping fees, the price per cubic yard of <u>one hundred</u> Dollars and <u>zero</u> Cents.	\$ <u>46,500.00</u>
25.	Sub-Total - Bid Items 1 through 25	\$ <u>1,475,700.00</u>	
26.	Dedicated Allowance	For providing uniformed, off-duty policemen for the purpose of maintenance of traffic, the aggregate sum of <u>To be determined by the City</u> Dollars and _____ Cents.	<u>To be determined by the City</u> \$ _____
27.		For all cost of required permit fees, impact fees, <u>if required by the Engineer</u> , the sum of 3% of the Subtotal, Item 26 (0.03) x (Subtotal, Item 26) <u>Forty four thousand two hundred seventy one</u> Dollars and _____ Cents.	\$ <u>44,271.00</u>

BP-7

City of Opa-Locka Sesame Street Culvert
Replacement Between NW 135th St. & Atlantic Ave

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
28.		For unforeseen conditions, for minor construction changes and for quantity adjustments, if ordered by the Engineer, the sum of 10% of the Subtotal, Item 25 (.10) x (Subtotal, Item 25) <i>five hundred seventy</i> <i>One hundred Forty seven ~</i> Dollars and <i>zero</i> Cents.	<i>\$ 147,570.00</i>
29.	TOTAL BID – (Sum of Bid Item Nos. 26, 27, 28 and 29)	<i>\$ 1,667,541.00</i>	

Note: For a detailed description of each Quotation Item, refer to Section 01025 of the Specifications entitled "Measurement and Payment."

THE CITY OF OPA-LOCKA
OPA-LOCKA, FLORIDA

BID PROPOSAL FORM

The City of Opa-locka reserves the right to waive any informality in any bid and to reject any or all bids.

TOTAL BASE BID PRICE FOR PROPOSAL (ITEMS 1 THROUGH 29): \$ 1,407,541.00
(FIGURES)
One million Six hundred Sixty Seven thousand Five hundred Forty one Dollars and
zero Cents

AMOUNTS SHALL BE SHOWN ON BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN FOR EACH BID ITEM AND TOTAL BASE BID.

Bidder acknowledges that included in the various items of the bid proposal and in the TOTAL BASE BID PRICE are costs for complying with the Florida Trench Safety Act, F.S. 553.60 et. seq. The Bidder by signing and submitting the Trench Safety Act Compliance Statement is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards.

Contract award shall be based upon the total base bid price, as identified above, by the lowest responsive, responsible bidder.

The Stout Group LLC
FIRM NAME (PRINT)


BIDDER'S SIGNATURE

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

The Stout Group, LLC
10850 NW 138th Street
Hialeah Gardens, FL 33018

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Opalocka
780 Fisherman Street
Opalocka, FL 33054

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Sesame Street Culvert Replacement/ RFP No: 23-0307200/ Opalocka, FL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of February, 2023


(Witness)


(Witness) Margaret A. Schulz

The Stout Group, LLC

(Principal)

(Seal)

By:

(Title)

Berkley Insurance Company

(Surety)

(Seal)

By:

(Title) Brett Rosenhaus

Attorney-in-Fact
& FL Licensed Agent

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Brett Rosenhaus or Dale A. Belis of Acrisure, LLC dba Nielson, Rosenhaus & Associates of Delray Beach, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of March, 2020.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of March, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDGAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundgaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Witness my hand and seal of the Company, this 7th day of March, 2023.



Vincent P. Forte
Vincent P. Forte

ERROR: undefined
OFFENDING COMMAND: ^^9u^;GDPV~
STACK:

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING RESOLUTION #23-036 TO EXCLUDE THE CITY MANAGER AND THE CITY COMMISSION FROM THE PROHIBITION OF USE OF PERSONAL FUNDS FOR CITY BUSINESS RELATED MATTERS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 22, 2023, the City Commission of the City of Opa-Locka passed and adopted Resolution 23-036, prohibiting City of Opa-Locka staff from spending personal funds for City business-related matters; and

WHEREAS, the Interim City Manager recommends that Resolution #23-036 be amended to exclude the City Manager and the City Commission from the prohibition on using personal funds for City business-related matters; and

WHEREAS, the City Commission finds that it is in the best interests of the City and its residents to amend Resolution #23-036 to exclude the City Manager and the City Commission from the prohibition on the use of personal funds for City business-related matters.

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 amends Resolution #23-036 to exclude the City Manager and the City Commission from prohibition on the use of personal funds for City business-related matters.

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 and approval 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:	<i>Darvin Williams</i>	
Commission Meeting Date:	05.24.2023	Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No X	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading
			Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X	X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: NA		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No X	RFP/RFQ/Bid#:		
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No X	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

A resolution of the City Commission of the City of Opa-locka amending Resolution 23-036.

Staff Summary:

On March 22, 2023, the City Commission passed and adopted Resolution 23-036 prohibiting city staff from spending personal funds for city business related matters. The amendment to this resolution shall exclude the City Manager and the City Commission from prohibition.

Financial Impact – None

Proposed Action:

It is recommended the City Commission approve legislation amending Resolution 23-036.

Attachment:

Resolution 23-036

RESOLUTION NO. 23-036

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO PROHIBIT CITY STAFF FROM SPENDING PERSONAL FUNDS FOR CITY BUSINESS RELATED MATTERS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in the past, City staff has used personal funds to secure goods and services needed for City of Opa-Locka ("City") business matters. Specifically, personal funds have been used for such expenditures as travel and also for upcoming events with reimbursement later being issued upon presentation of appropriate supporting documentation; and

WHEREAS, the Interim City Manager shall be prohibited from continuing the practice of permitting City staff from spending personal funds for City business related matters; and

WHEREAS, the City Manager shall be responsible for creating a policy and procedures for the submission of requisitions and the creation of purchase orders for goods and services needed by the City to be submitted to the City Commission for approval. The City Manager shall also create a policy for travel expenses (i.e., hotels and airlines) to be presented to the City Commission for approval; and

WHEREAS, the City Commission finds it is in the best interests of the City to direct the City Manager to prohibit city staff from spending personal funds for City related business matters.

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 prohibit City staff from spending personal funds for City business related matters and create a policy and procedures for the submission of requisitions and the creation of purchase orders for goods and services needed by the City to be presented to the City Commission for approval. The City Manager shall further create a policy for travel expenses (i.e., hotels and airlines) to be presented to the City Commission for approval.

SECTION 3. CONFLICT

Nothing in this Resolution is intended to conflict with State law or existing ordinances pertaining to travel, per diem and reimbursement.

SECTION 4. 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 and approval by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

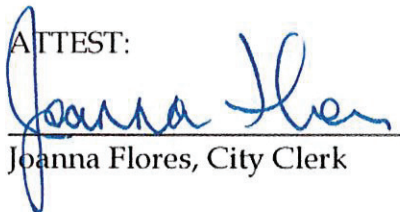
SECTION 5. EFFECTIVE DATE

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 22nd day of March, 2023.

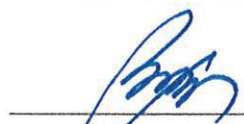


John H. Taylor Jr., Mayor

ATTEST:


Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Kelley

Seconded by: Commissioner Bass

VOTE:

5-0

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:	03.22.2023		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
			Public Hearing: (Enter X in box)	Yes	No X	Yes	No
Funding Source: Account# :	(Enter Fund & Dept) Ex: NA		Advertising Requirement: (Enter X in box)	Yes		No X	
Contract/P.O. Required: (Enter X in box)	Yes	No X	RFP/RFQ/Bid#:				
Strategic Plan Related (Enter X in box)	Yes	No X	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)			
Sponsor Name	Mayor Taylor		Department:	City Commission			

Short Title:

A resolution directing the City Manager to prohibit staff from spending personal funds for City business.

Staff Summary:

In the past, staff used personal funds as payment for expenses related to City business such as travel and events. Reimbursements were issued to staff with the appropriate supporting documentation for the expenses.

It is recommended that the Interim City Manager shall prohibit staff from continuing the practice of spending personal funds on business expenses. Staff shall observe normal procurement procedures of submitting requisitions for approval and conversion to purchase orders authorizing procurement of goods and services. For travel expense such as hotel reservations, purchase orders will be prepared in sufficient time to allow for conversion to cash to be presented to the hotel upon arrival. Special arrangements will be made in the booking of other travel arrangements such as airlines.

Financial Impact – There is no financial impact associated with this resolution.

Proposed Action:

It is recommended that the City Commission approve legislation authorizing the Interim City Manager to prohibit staff from spending personal funds for City business.

Attachment:

Sponsored by: Interim City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING GRANT FUNDING FROM MIAMI-DADE COUNTY NEAT STREETS PROGRAM, IN THE AMOUNT OF ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS; FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE CITY OF BOCA RATON CONTRACT 2021-022 FOR LANDSCAPE MATERIAL SERVICES AND ACCEPT THE PROPOSAL OF GARDENING ANGEL NURSERY INC. FOR TREE INSTALLATION SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") initiated a Tree Installation Project to enhance the City's appearance as well as contribute to the support of the environment; and

WHEREAS, pursuant to the Project, a total of Two Hundred Fifty-Eight (258) trees will be planted along portions of Opa-Locka Boulevard, Ali Baba Avenue, Fisherman Street and 139th Street roadways as well as adjacent to Segal Park roadways, as indicated in the attached Exhibit "A"; and

WHEREAS, the City was awarded grant funding in the amount of One Hundred Thousand (\$100,000.00) Dollars through the Miami-Dade County NEAT Streets program to increase the City tree canopy, as part of the Miami-Dade County initiative to have one (1) million trees in place by 2030 (Award Letter attached hereto as Exhibit "B"); and

WHEREAS, the current project will cost One Hundred Twenty-Five Thousand Dollars (\$125,000.00), with One Hundred Thousand Dollars (\$100,000.00) from the County grant and a Twenty-Five Thousand Dollars (\$25,000.00) match from the City's General Fund; and

WHEREAS, pursuant to Section 2-318 (3) of the City's Purchasing Code allows for purchases and acquisitions under contracts of the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs. The City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, on July 27, 2021, the City of Boca Raton, awarded Gardening Angel Nursery Inc, a one-year contract to provide Landscape Material Services in accordance with Request for Proposals (RFP) 2021-022 (attached hereto as Exhibit "C"). The contract became effective August 9, 2021 and expired August 8, 2022, with the ability to renew for three (3) additional one-year periods. The Contract has since been renewed once, with a new contract expiration date of August 8, 2023, under the same terms and conditions; and

WHEREAS, the City Commission finds that it is in the best interest of the City to accept grant funding from the Miami-Dade County Neat Streets Program, in the amount of One Hundred Thousand (\$100,000.00) Dollars, and piggyback the City of Boca Raton contract with Gardening Angel Nursery Inc., in order to benefit from already negotiated rates and enter into an agreement with Contractor for the installation of Two Hundred Fifty Eight (258) trees to be planted within the City, as described herein, as a part of Miami-Dade County's NEAT Streets grant program, in an amount not to One Hundred Twenty-Five Thousand Dollars (\$125,000.00).

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to accept grant funding from the Miami-Dade County Neat Streets Program, in the amount of One Hundred Thousand (\$100,000.00) Dollars and piggyback the City of Boca Raton Contract 2021-022 with Gardening Angel Nursery Inc., and enter into an agreement with Gardening Angel Nursery Inc. for the installation of 258 trees to be planted within the City, as described herein, as a part of Miami-Dade County's NEAT Streets grant program, in an amount not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00).

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager and with subsequent approval 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 be effective immediately upon adoption hereof and approval by the Governor of the State of Florida 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 Williams	(Yes)_____	(No) _____
Commissioner Kelley	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Vice Mayor Ervin	(Yes)_____	(No) _____
Mayor Taylor	(Yes)_____	(No) _____



City of Opa-locka Agenda Cover Memo

Department Manager:	Adelina Gross		Department Director Signature:	DocuSigned by: <i>Adelina Gross</i> EC5929C4FFB9414	
Interim City Manager:	Darvin Williams		CM Signature:		
Commission Meeting Date: <i>(Enter X in box)</i>	05/24/2023 <i>(Enter X in box)</i>		Item Type:	Resolution	Ordinance
				X	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No
	X			X	X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes	
				No	
				X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related <i>(Enter X in box)</i>	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: <i>(list the specific objective/strategy this item will address)</i>	
	X				
Sponsor Name	City Manager		Department: Capital Improvements Program	City Manager	

Short Title:

Tree Planting Project

Staff Summary:

The City received funding through the NEAT Streets Miami- Dade County program to increase the City tree canopy as part of the County initiative of to have 1 million trees in place by 2030. This project will cost \$125,000, with \$100,000 from the County grant and a \$25,000 match from the City's General Fund. This is the fourth consecutive year of receiving County grant funding for this purpose, and its implementation will further enhance the City's appearance as well as contribute to the support of the environment.

Therefore, Staff is requesting acceptance of the GREEN grant in the amount of \$100,000 and further approval from the City Commission to authorize the City Manager to piggyback City of Boca Raton 2021-

022 for LANDSCAPE MATERIAL SERVICES and accept the proposal from GARDENING ANGEL NURSERY INC. for the tree installation project.

A total of 258 trees will be planted along portions of the following roadways as indicated in the attachment:

1. Opa-locka Boulevard
2. Ali Baba Avenue
3. Fisherman Street
4. 139th Street
5. Adjacent to Segal Park

Financial Impact: Funding for this project was included in the recently adopted Budget Amendment #3

Account	Description	Available	Project	Remaining Balance
44-541819	Tree Planting	\$125,000	\$125,000	—

Proposed Action:

Staff recommends that the City Commission to authorize the grant funds further authorize the Interim City Manager to enter into an agreement with Gardening Angel Nursery Inc. for 258 trees to be planted within the City as part of the County's NEAT Streets grant program.

Attachment:

1. Agenda
2. Proposal provided by Gardening Angel
3. Street Map
4. Boca Raton Contract for Landscape
5. Amendment of Contract 2021-022
6. Opa-locka Piggyback Contract.

AGREEMENT FOR LANDSCAPE MATERIAL SERVICES

AGREEMENT NO. 2021-022

THIS AGREEMENT made and entered into this 9th day of August, 2021, by and between the City of Boca Raton, a municipal corporation of the State of Florida, hereinafter referred to as CITY, and GARDENING ANGEL NURSERY, INC., a Florida corporation hereinafter referred to as CONTRACTOR:

WHEREAS, the CITY intends to enter into a non-exclusive agreement for the provision of landscape material services ("Services") by the CONTRACTOR to the CITY; and

WHEREAS, the CONTRACTOR represents that it is capable and prepared to provide such Services; and

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND RENEWALS

The effective date of this Agreement shall be 10 days after approval by the City Council and shall thereafter run for a one (1) year term, with the option to renew for three (3) additional one year periods, or until such time as all outstanding Work Authorizations approved prior to the expiration of the Agreement term have been completed, subject to cancellation as provided herein. The Agreement may be extended at the CITY'S option for a defined period of time, not to exceed twelve (12) months. Annual renewals will be in accordance with Attachment B.

ARTICLE 2 - SERVICE TO BE PERFORMED BY CONTRACTOR

The CONTRACTOR shall perform the services as specifically stated in the Scope of Services, Attachment A. Any amendments to this Agreement shall be subject to approval of the City Manager or City Council as provided for in the CITY'S Code of Ordinances. CONTRACTOR shall perform no work until a Purchase Order is issued by the CITY.

ARTICLE 3 - COMPENSATION

The CITY shall pay CONTRACTOR in accordance with Attachment B, Compensation for Services, which is attached hereto and incorporated by reference as part of this Agreement.

ARTICLE 4 - STANDARD OF CARE

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a landscape material services CONTRACTOR, under similar circumstances and CONTRACTOR shall, at no additional cost to the CITY, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 5 - INDEMNIFICATION

CONTRACTOR shall defend, indemnify and hold harmless the CITY, its officers, and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the CITY to enforce this Indemnification Clause shall be borne by the CONTRACTOR. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

ARTICLE 6 - INDEPENDENT CONTRACTOR

CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The CITY shall have no right to supervise the methods used, but the CITY shall have the right to observe such performance. CONTRACTOR shall work closely with the CITY in performing Services under this Agreement. The CONTRACTOR shall not receive any City benefits, stipend or privileges afforded to City employees.

ARTICLE 7 - COMPLIANCE WITH LAWS

In performance of the Services, CONTRACTOR will comply with applicable regulatory and other applicable requirements including federal, state, county and local laws, rules regulations, orders, codes, criteria and standards. Further, CONTRACTOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm to comply with the laws referenced herein shall constitute a breach of the awarded Agreement and the CITY shall have the discretion to unilaterally terminate said Agreement.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverages shall be written by an insurance company authorized to do business in Florida.

WORKER'S COMPENSATION

The CONTRACTOR agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

COMMERCIAL GENERAL LIABILITY

CONTRACTOR agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. CONTRACTOR agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The CONTRACTOR agrees any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements

The CONTRACTOR agrees to endorse the City of Boca Raton, the Greater Boca Raton Beach and Parks District, Boca Raton Community Redevelopment Agency, the Florida Department of Transportation and Palm Beach County as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with CG 20 10 04 13 endorsement or ISO equivalent.

BUSINESS AUTOMOBILE LIABILITY

CONTRACTOR agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONTRACTOR does not own automobiles, CONTRACTOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

In the event that the CONTRACTOR does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the CONTRACTOR indicating the following:

_____ does not own any vehicles.
"Company Name"

In the event we acquire any vehicles throughout the term of his Agreement,

_____ agrees to purchase "Any Auto" or
"Company Name"

Comprehensive Form coverage as of the date of acquisition.

CONTRACTOR's Signature: _____

SUPPLEMENTAL PROVISIONS

The insurance policy coverage as outlined herein shall remain in effect for the entire Agreement period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, CONTRACTOR shall notify the CITY within (30) business days with written notice of such to the Purchasing Division by email to Purchasing-Insurance@myboca.us.

All renewal or replacement certificates of insurance specific to the Agreement shall be forwarded to the City Department as identified in the Agreement. Original certificates to be sent attention of City of Boca Raton, Project Manager, unless notified otherwise.

SUBCONSULTANT / SUBCONTRACTOR'S INSURANCE

The CONTRACTOR shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverages required of the successful CONTRACTOR. Each subcontractor shall furnish to the successful CONTRACTOR two copies of the Certificate of Insurance, and successful CONTRACTOR shall furnish one copy of the Certificate to the City of Boca Raton.

ARTICLE 9 - CITY'S RESPONSIBILITIES

The CITY shall be responsible for providing reasonably required access to all project sites, and providing information on hand, including any data available in the files of the CITY.

ARTICLE 10 - TERMINATION OF AGREEMENT

Upon termination and as directed by the CITY, the CONTRACTOR shall deliver to the CITY all original papers, records, documents, drawings, and other material set forth and described in this Agreement, including those described in Article 19, that are in CONTRACTOR'S possession or under its control arising out of or relating to this Agreement and shall become the property of the CITY per Article 19.

10.1 Termination With Cause

The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

10.2 Termination Without Cause

CITY shall have the right to terminate this Agreement or suspend performance thereof without cause for the CITY's convenience upon fourteen (14) days written notice to CONTRACTOR, and CONTRACTOR shall terminate or suspend performance of services on a schedule acceptable to CITY or at the end of this fourteen (14) day period, at the option of the CITY. In the event of termination or suspension for CITY's convenience, CITY shall pay CONTRACTOR for all services performed through the date of notice of termination or suspension.

10.3 Termination For Governmental Non-Appropriations

The obligation of the CITY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period. Continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law and contract, and shall be terminated without penalty to the CITY and without any default upon the last day in which funds were last appropriated.

ARTICLE 11 - NONDISCLOSURE OF PROPRIETARY INFORMATION

CONTRACTOR shall consider all information provided by CITY and all reports, studies, calculations, and other documentation resulting from the CONTRACTOR's performance of the Services to be proprietary unless such information is available from public sources or is a public record under Florida law. CONTRACTOR shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of CITY or in response to legal process.

ARTICLE 12 – UNCONTROLLABLE FORCES

Neither the CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party

describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13 - GOVERNING LAW / VENUE / WAIVER OF JURY TRIAL

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 14 - MISCELLANEOUS

14.1 Nonwaiver

A waiver by either CITY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

14.2 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.

14.3 Political Campaigns

During the term of this Agreement, the CONTRACTOR or any employee or associate, shall not be involved in any political campaign for City elective office nor make financial contribution to any such campaign.

14.4 Conflict of Interest

Neither CONTRACTOR nor its employees or its subcontractor(s) shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

ARTICLE 15 - INTEGRATION AND MODIFICATION

This Agreement is adopted by the CITY and CONTRACTOR as a final, complete and exclusive statement of the terms of the Agreement between the CITY and CONTRACTOR. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and CONTRACTOR pertaining to the Services, whether written or oral.

The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by both the CITY and CONTRACTOR.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

The CITY and CONTRACTOR each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement. Any assignment, sale, pledge or conveyance of this Agreement by CONTRACTOR must be previously approved in writing by the CITY, whose consent may be reasonably withheld.

ARTICLE 17 - CONTINGENT FEES

The 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 pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 - Item not used

ARTICLE 19 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to work in harmony with other Contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information prepared under this Agreement shall become the property of the CITY upon completion, for its use and distribution as may be deemed appropriate by the CITY.

ARTICLE 20 – MAINTENANCE OF RECORDS

CONTRACTOR will keep adequate records and supporting documentation which concern or reflect the Services hereunder. The records and documentation will be retained by CONTRACTOR for a minimum of five (5) years from (a) the date of termination of this Agreement or (b) the date the work authorization is completed, whichever is later, or such later date as may be required by law.

ARTICLE 21 – PUBLIC RECORDS

A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. This Agreement requires CONTRACTOR to provide services, and therefore CONTRACTOR shall comply with Section 119.0701, Florida Statutes. Specifically, CONTRACTOR shall:

- 1) Keep and maintain all public records related to the performance of the services.
- 2) 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 that provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract.
- 4) Upon completion or other termination of the contract, keep and maintain the public records required by the CITY to perform the services. CONTRACTOR shall meet all applicable requirements for retaining public records set out in Florida law.
- 5) In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the CITY all records that were stored electronically by CONTRACTOR, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

B. The failure of CONTRACTOR to comply with the provisions set forth in this Article, or to comply with the CITY's request for records, shall constitute a default and breach of this Agreement, and the CITY shall, in its discretion, pursue any and all remedies against CONTRACTOR provided for under this contract or at law.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRcityclerk@mybo.ca.us, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

ARTICLE 22 – PUBLIC ENTITY CRIMES

By its execution of this Agreement, CONTRACTOR acknowledges that it has been informed by CITY of and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

ARTICLE 23 - LICENSES

CONTRACTOR shall comply with all federal, state, and county licensing requirements and shall comply with all provisions of the City of Boca Raton licensing requirements. CONTRACTOR shall possess all qualifications, licenses and expertise requirement for the performance of services under this Agreement, including but not limited to, full qualification and good standing to do business in Florida.

ARTICLE 24 – E-VERIFY

By entering into this Agreement, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement 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. Should CONTRACTOR violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

ARTICLE 25 - SCRUTINIZED COMPANIES

- A. Pursuant to Section 287.135, CONTRACTOR is ineligible to enter into, or renew, this Agreement if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- B. By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel List, and that CONTRACTOR is not engaged in a boycott of Israel. CONTRACTOR acknowledges that CONTRACTOR executed a certification to this effect at the time it submitted a response to the CITY's Request for Proposal and that such certification was likewise accurate at the time of execution of this Agreement.
- C. CONTRACTOR shall notify the CITY if, at any time during the term of this Agreement, CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, or that CONTRACTOR is engaged in a boycott of Israel. Such notification shall be in writing and provided by CONTRACTOR to the CITY within ten (10) days of the date of such occurrence.
- D. In the event the CITY determines, using credible information available to the public, that CONTRACTOR has submitted a false certification or CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the CITY may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against CONTRACTOR, pursuant to Section 287.135, Florida Statutes. In addition, the CITY may pursue any and all other legal remedies against CONTRACTOR.
- E. CONTRACTOR shall not seek damages, fees, or costs against the CITY in the event the CITY terminates the Agreement pursuant to this provision.

ARTICLE 26 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To CITY

City of Boca Raton
Recreation Services / Administration
201 W. Palmetto Park Road
Boca Raton, FL 33432
Tel: 561-393-7799, Email: gstevens@myboca.us

Attention: Greg Stevens, Recreation Services Superintendent

As to CONTRACTOR:

Gardening Angel Nursery, Inc.,
6978 N.W. 81st Terrace
Parkland, FL 33067
Tel: 954-752-3088, Email: drew@gardeningangelnursery.com

Attention: Andrew Bartoszek, Vice President

Notices shall be effective when delivered to the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile and email is acceptable notice effective when received, however, facsimiles and emails received (printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and CITY.

ARTICLE 27 – PROJECT TEAM

Project Team members may be changed only with the prior written approval of the CITY Horticulturist / Arborist.

ARTICLE 28 – USE OF SUBCONTRACTORS

CONTRACTOR is liable for all the acts or omissions of its subcontractors.

CONTRACTOR acknowledges and agrees that nothing in this Agreement shall be construed to create any contractual relationship between CITY and any subcontractor.

IN WITNESS WHEREOF, the City of Boca Raton, at a regular meeting thereof, by action of the City Council directing the foregoing be adopted, has caused these presents to be signed by the Mayor, and its seal to be hereunto affixed, and GARDENING ANGEL NURSERY, INC. has executed this Agreement, all as of the day and year first above written.

CITY OF BOCA RATON

Attest:

Mary Siddons
City Clerk

Date: 8/6/2021

By: Scott Singer
Name: Scott Singer
Title: Mayor

Approved as to Form and Legal Sufficiency:

By: Jan Halko
City Attorney

GARDENING ANGEL NURSERY, INC.

Attest:

Janet Bartoszek
Corporate Secretary

Date: 7-19-21

By: Andrew Bartoszek
Signature

(Affirm Corporate Seal)

(Seal)

Name: ANDREW BARTOSZEK

Title: VP
President (or other duly authorized Officer)
(Attach Resolution/Bylaw of authorization if no President)

Approved by City Council on July 27, 2021, Item # 9-R.

ATTACHMENT A SCOPE OF SERVICES

1-1 INFORMATION/WORK OBJECTIVE

CONTRACTOR shall be required to provide landscape material and related services including, delivery, installation, removal and relocation services. The CITY will require services on an as needed basis at various site locations, including, but not limited to, medians, existing City park sites and facilities and various other City grounds and property. Types of projects may include but are not limited to beautification work for medians, damage to landscape material (vehicular accidents, etc.), replacement or renovation of landscape material and any replacements due to storm damage.

The CITY will issue Work Authorizations as detailed in Exhibit A and Exhibit B during the Agreement term on an as needed basis.

2-1 SCOPE OF SERVICES

2-1.1 General

The CONTRACTOR shall be responsible to perform any necessary inspections to assure that all plant material being supplied to the CITY is in accordance with the requirements stated herein before it is shipped to the CITY.

All landscape material supplied, delivered and/or installed shall be Florida Grade #1 or better in accordance with Florida Grades and Standards for Nursery Plants as published by Florida Department of Agriculture and Consumer Services Division of Plant Industry. Prior to delivery, the CITY reserves the right to inspect landscape material at the nursery or at time of delivery or installation. The CITY will inspect the materials at job completion and before authorizing payment.

All landscape material is to be provided free of insects or disease. Any landscape material supplied, delivered and/or installed that is found to have insects (dead or alive) or disease shall be refused by the CITY at the CONTRACTOR's sole expense and then either replaced or credited at the discretion of the CITY.

All landscape material shall be available with a uniform height and spread for its species as defined in Florida Grades and Standards for Nursery Plants. Designated landscape material sizes must be proportionate to the quality and establishment of the root structure. Landscape material must be rooted out in pots, but not be pot bound. Landscape material recently stepped-up will not be acceptable. Landscape material with adventitious roots from being stepped-up and planted too deep will not be accepted. Root systems with girdling roots or pot bound will not be accepted. Older landscape material that has been pruned back will not be accepted. Plants shall be grown in a peat mix soil, or a locally blended mix that has been sterilized and contains no debris, toxic substances or foreign matter that would cause landscape material not to thrive.

Unless otherwise specified as multi-trunked, all trees are to be single leader (one straight trunk) with a uniform crown, and no stub cuts, trunk damage or rubbing/dead branches. Unless otherwise specified, there shall be no branches in the lowest 1/3 of the tree's height. The root ball must have no girdling roots or root damage and must be free of wire basket and synthetic material at time of planting. No disease or evidence of pest infestation shall be present. Unless otherwise specified: all single palms are to be vertically straight, and all multi-trunked palms are to have equal length stalks.

All landscape material provided as one shipment or order with multiple shipments, shall be supplied at an equal height. Landscape material that does not meet specifications is subject to CITY rejection with all cost borne by the CONTRACTOR.

Throughout the Agreement period, the CITY may exercise their right to preview plants, trees or palms prior to purchase. The CITY will mainly preview expensive vegetation, such as, but not limited to; mature or unusually tall trees/palms, or in some cases rare growing species. For this reason, CONTRACTOR's primary objective is to locate nurseries within a 200 mile radius from the CITY. CONTRACTOR's and/or their source of nurseries are subject to random inspection by the CITY to determine quality and availability of landscape material as well as general nursery conditions.

Any individual of CONTRACTOR's firm who personally supervises the growth of plant material or who orders plant material from nurseries for CITY is to be familiar and knowledgeable about the Florida Grades and Standards Manual from Division of Plant Industry.

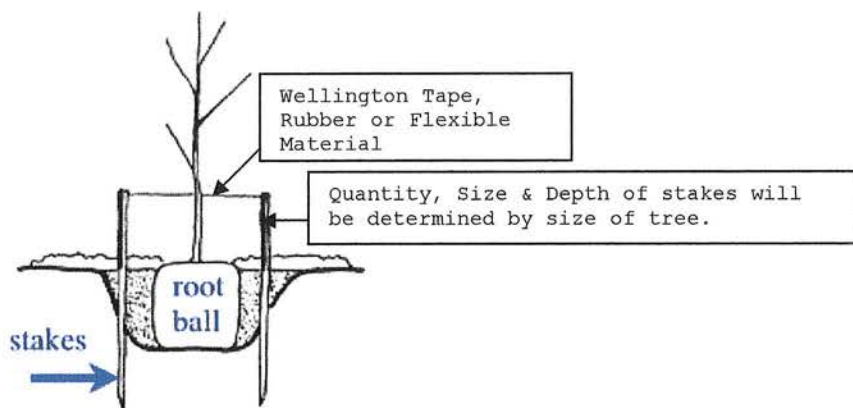
2-1.2 Installation

CONTRACTOR shall abide by installation procedures established by the Institute of Food and Agricultural Sciences (IFAS) and International Society of Arboriculture (ISA).

- A. CONTRACTOR shall assign and utilize a landscape foreman that is knowledgeable and experienced in landscape installation, landscape material and reading landscape plans for the CITY's work orders.
- B. CONTRACTOR's work shall conform to accepted horticultural practices as used in the trade.
- C. Landscape material shall be protected from wind damage during transporting. Landscape material shall be handled with care to prevent damage during transporting and installation. CONTRACTOR shall be responsible for watering all landscape material during delivery, holding and installation as necessary to prevent the desiccation of the roots. All landscape material shall be thoroughly watered during installation to remove air pockets and stabilize soil surrounding root ball.
- D. CONTRACTOR shall dig hole(s) two (2) times the width of the landscape material's root ball within existing soil. Landscape material must be set at same level or slightly higher. Lower branches of landscape material shall not be removed.
- E. If mulch is required after landscape material is installed, CONTRACTOR shall provide all necessary labor and equipment to supply and apply mulch at least 2" in depth.

The CITY will pay CONTRACTOR a separate price for mulch as identified on the price proposal page. Mulch provided to the CITY shall meet the standards of the Mulch and Soil Council. The mulch shall be uniformly shredded and free from foreign matter and large pieces of bark. The mulch shall be eucalyptus, mixed hardwood or melaleuca approximately 1-1.5 inches in size and shall be premium red in color. The Mulch shall be Premium red either from Amerigrow (Delray Beach 33446), Florida Mulch (St. Cloud FL 34773) or equivalent. **CONTRACTOR shall insure mulch does not physically contact the trunk or stems of landscape material.**

- F. Installations are to be supervised and inspected by the CONTRACTOR's landscape foreman for assurance that plants are planted at proper depth, amendments are included, and any damaged or substandard material is replaced before requesting inspection. Plants installed at or up to one inch above finished grade are acceptable.
- G. Wood stakes will be required for trees and palms greater than 8' requiring support and **shall be included in unit pricing**. Staking of landscape material shall be in accordance with Institute of Food and Agricultural Sciences (IFAS) and International Society of Arboriculture (ISA) with local standard acceptable nursery practices. Refer to diagram on next page. Staking of palms/trees will need to be done as each palm/tree is installed. Palms will need to be staked with a minimum of three lodge poles or 4" x 4"s banded to trunk depending upon size of tree. Base of 4" x 4"s will be driven into ground to provide additional support. Canopy trees will need to be staked with a minimum of three 4" x 4"s or three lodge poles depending upon size of tree. Banding material should not be in direct contact with trunk of palms/trees: a foundation of burlap approximately the width of support boards will need to be placed between stakes and trunk of palms/trees or flexible plastic tubing, as appropriate. Under no circumstances shall nails be driven into trunk of trees or palms. No spaded hole shall be left unattended without proper marking for potential hazard. Staking and watering in of rootballs to eliminate air pockets shall be done immediately after installation. Watering in of plant material is expected and the CONTRACTOR may need to bring a water truck to accomplish at the time of installation.



2-1.3 Removal

CONTRACTOR's work shall conform to accepted horticultural practices as used in the trade. CONTRACTOR shall be responsible for providing own equipment, tools and labor for removal of existing landscape material. At times, CONTRACTOR will be expected to remove stumps flush cut to the ground in order to plant new materials. Removal of stumps shall include all major roots larger than two inches in diameter. CONTRACTOR shall not damage adjacent landscape material or hardscape surfaces. Removal shall include old landscape material including any debris and rocks 1" diameter or greater. Unless otherwise indicated, CONTRACTOR shall properly dispose of debris resulting from removal services. Also included in the removal price, CONTRACTOR shall be required to regrade soil to even level prior to installations. CONTRACTOR shall be responsible for immediately reporting any irrigation damage to the City's project manager. Although an occasional broken pipe, damaged or clogged head is not unusual, the CONTRACTOR will be held responsible for the cost of any necessary irrigation repairs as a result of their negligence or willful destruction of City property. The cost will be assessed as an hourly rate, plus parts/materials costs. The CONTRACTOR shall deduct these costs on the appropriate invoice(s) at the written request of the City Project Manager. Damages, other than to the irrigation system, by CONTRACTOR must be repaired by CONTRACTOR within seven (7) calendar days at no cost to the CITY. If CONTRACTOR cannot, or does not, make necessary repairs within the seven (7) calendar days, the CITY reserves the option to make such repairs as necessary and the CONTRACTOR shall deduct those costs on the appropriate invoice(s) at the written request of the City Project Manager.

2-1.4 Relocation and Transplanting

Relocations/Transplants shall be provided by CONTRACTOR as needed for various City designated locations throughout the CITY, including, but not limited to medians, right of ways, swales and various other public property areas.

CONTRACTOR shall be responsible for all equipment, material, transportation and/or labor as necessary to perform and complete work to the CITY's satisfaction. CONTRACTOR shall be responsible for ensuring all safety measures are utilized to include barriers, caution tape, temporary fencing, PPE, etc.

Palms: The heads of sabal palms shall be hurricane cut prior to transportation. All palms shall have fronds tied up during transport and relocation. Center bud of palms shall be supported during transport and relocation. Any support to the palm bud and all materials used to tie up the fronds during relocation and transport shall be removed prior to scheduling an inspection with the City Project Manager.

Shrubs: During the initial field site visit, the CONTRACTOR and the City Project Manager shall discuss the possibility of success for the relocation of any existing shrub materials. The rootballs of shrubs designated for relocation must be carefully hand-dug and shall be wrapped or placed within a suitable pot or container for transportation. The shrubs shall be placed within their new locations within two (2) hours after being dug and shall be promptly watered in at their new location. The CONTRACTOR shall utilize their own water truck for this purpose; cost for the water truck shall be included in the pricing for each specified relocation/transplant.

Trees: During the initial field site visit, the CONTRACTOR and the City Project Manager shall discuss the possibility of success for the relocation of the tree(s). Trees between two (2) and four (4) inches may be tree spaded. Trees greater than four (4) inches in caliper shall be root pruned as provided in section 2-1.5. Relocated trees shall be

placed in their new locations within two hours after being dug and shall be promptly watered in and staked at the new location.

Transportation and Relocation: Load shall be securely fastened at all times to prevent damage to palms/trees/shrubs during transportation and relocation. Palms/Trees/Shrubs shall be moved by crane, spade and/or hand digging with small equipment that is approved in advance by CITY. CONTRACTOR's costs for equipment and operator, such as, but not limited to; crane, spade, small equipment, bobcat, etc. shall be included in relocation/transplanting cost of landscape material. Palms/Trees/Shrubs moved will need to be watered in at time of planting. Staking of palms/trees will need to be done as each palm/tree is installed. Palms will need to be staked with a minimum of three lodge poles or 4" x 4"s banded to trunk depending upon size of tree. Base of 4" x 4"s will be driven into ground to provide additional support. Canopy trees will need to be staked with a minimum of three 4" x 4"s or three lodge poles depending upon size of tree. Banding material should not be in direct contact with trunk of palms/trees: a foundation of burlap approximately the width of support boards will need to be placed between stakes and trunk of palms/trees. Under no circumstances shall nails be driven into trunk of trees or palms. No spaded hole shall be left unattended without proper marking for potential hazard. Staking and watering in of rootballs to eliminate air pockets shall be done immediately after installation.

Fill: The holes left from the extraction shall be back filled immediately to prevent safety hazards. CONTRACTOR shall be responsible for backfilling holes with 50% loam and 50% sand to surrounding grade. The cost for fill shall be included in the relocation cost.

2-1.5 Root Pruning on Relocated/Transplanted Canopy Trees

Following final approval of the Work Authorization form by the CITY, CONTRACTOR shall perform root pruning for the relocation of canopy trees four inches or greater in caliper as follows:

- a) **Small trees:** Small trees shall be root pruned in thirds. A third of the root system shall be root pruned on day one (1). Second third shall be root pruned on day twenty (20). Final third shall be root pruned on day forty (40). The tree shall be relocated on day sixty (60) after the initial root pruning. A small tree shall be defined as 4 inches to 6 inches in caliper.
- b) **Medium trees:** Medium trees shall be root pruned in thirds. A third of the root system shall be root pruned on day one (1). Second third shall be root pruned on day twenty-five (25). Final third shall be root pruned on day fifty (50) and the tree shall be relocated between day seventy-five (75) and day eighty (80). A medium tree shall be defined as greater than 6 inches to 10 inches in caliper.
- c) **Large trees:** Large trees shall be root pruned in thirds. A third of the root system shall be root pruned on day one (1). Second third shall be root pruned in day thirty (30). Final third shall be root pruned on day sixty (60) and the tree relocated between day ninety (90) and ninety-five (95). A large tree shall be defined as greater than 10 inches in caliper.

Root Pruning shall be performed by an experienced individual in accordance with applicable American National Standards Institute (ANSI) No. Z133.1-2017 guidelines.

2-1.6 Sod, Top Soil and Mulch

- A. **Sod:** The sod material supplied and installed by the CONTRACTOR must be the highest quality meeting all federal, state and local laws. Sod shall be freshly harvested with sufficient soil moisture to hold pieces together and shall display a vibrant green leaf blade. Sod shall be well matted with a dense root system and of firm, tough texture having a compact top growth and heavy root development. Sod shall contain no weeds or objectionable vegetation, such as but not limited to; grassy and broad-leaf weeds. Sod shall be free of disease, insects pests and nematodes. All sod shall be solid uniform panels and thickness according to industry standards. The sod shall be of clean earth, free of stones and debris. Sod is to be sourced from a member of the Turfgrass Producers of Florida. A bill of sale for the sod is required to be submitted with the invoice for all installations over 2,000 square feet. CONTRACTOR shall include all necessary labor, equipment materials and transport costs in the unit price.

- B. Mulch: Mulch provided to the CITY shall meet the standards of the Mulch and Soil Council. The mulch shall be uniformly shredded and free from foreign matter and large pieces of bark. The mulch shall be eucalyptus, mixed hardwood or melaleuca approximately 1-1.5 inches in size and shall be premium red in color. The Mulch shall be Premium red either from Amerigrow (Delray Beach 33446), Florida Mulch (St. Cloud FL 34773) or equivalent. CONTRACTOR shall insure mulch does not physically contact the trunk or stems of landscape material. CONTRACTOR shall include all necessary labor, equipment materials and transport costs in the unit price.
- C. Soil: The top soil material supplied and installed by the CONTRACTOR must be equal to or better than Pro Mix, Premium Garden Mix. Also acceptable is a mix of 1/3 sand, 1/3 composted cow manure and 1/3 clean dirt with no rocks. CONTRACTOR shall include all necessary labor, equipment materials and transport costs in the unit price.

2-1.7 Guarantee

Excluding the relocation and/or transplanting of existing City landscape material, all landscape material* offered under this agreement shall be guaranteed by the CONTRACTOR for a period of three hundred sixty-five (365) calendar days from the date of acceptance by the CITY. This guarantee clause shall be defined as follows: Within 365 calendar days from date of acceptance, CONTRACTOR shall replace landscape material at no cost to the CITY, no matter the cause of disease, death, or unsatisfactory growth, EXCEPT under conditions of :

- Natural Disaster (Tornado, Tropical Storms, Hurricane, Lightning Strike, Freeze, etc.). If necessary, the CITY will require supporting documentation from the CONTRACTOR proving such natural disaster.
- Vehicular Accidents.
- Vandalism/Destruction unrelated to CONTRACTOR.

Upon written or email notice to the CONTRACTOR, the replacement material shall be installed within four calendar weeks. Exact calendar date of replacement shall be provided to the City's Project Manager at least seventy-two hours before the replacement is done. The CITY will adhere to proper irrigation of landscape material after the date of acceptance.

Failure to uphold the guarantee of landscape material for any of the Work Authorizations may result in termination of the agreement or use of a different vendor to replace the landscape material and the CITY will invoice CONTRACTOR for the replacement landscape material not replaced during the guarantee period. Failure by CONTRACTOR to pay an invoice received by the CITY from a different vendor in the event the CITY invoices the CONTRACTOR for replacement landscape material, may result in termination of the agreement.

*Landscape Material shall be construed as all palms, plant material, trees and sod offered by CONTRACTOR under the Agreement resulting from this RFP.

2-1.8 Cleanup

CONTRACTOR shall be responsible for the prompt removal of all debris which results from this contracted service. It shall be the responsibility of the CONTRACTOR to remove and dispose of, in a proper and acceptable manner to the CITY, all debris resulting from the work performed before the close of business each day of approved or requested contract work. No debris shall be left on a site overnight.

2-1.9 Public Safety and Maintenance of Traffic (MOT)

Approximately 85% of the work services referenced in this Agreement will constitute public roadway work and require Maintenance of Traffic (MOT) services as referenced in this section.

The CONTRACTOR shall at all times so conduct his/her work so as to ensure the least possible obstruction to normal pedestrian and vehicular traffic to ensure the protection of persons and property, in a manner satisfactory to the City Project Manager.

There shall be no obstruction of the travel lanes without approval from the CITY. No road or street shall be closed to the public, except with the permission of the CITY and proper governmental authority. Fire hydrants on or adjacent to the work area shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made

by the CONTRACTOR to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

There shall be no obstruction of the travel lanes between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.

Traffic control is the responsibility of the CONTRACTOR and shall be accomplished in conformance with all Municipal, County, State, Federal, Local laws, ordinances and regulations, including OSHA. **CONTRACTOR shall understand that any stationary (not moving) lane closure lasting for more than two (2) hours in the CITY shall require CONTRACTOR's submission of Maintenance of Traffic (MOT) plan and Proof of MOT Certification to the City Traffic Division for approval.** The MOT Certification that CONTRACTOR or their subcontractor should possess for this Agreement is a current and valid "Florida Department of Transportation Approved Maintenance of Traffic certificate".

The CONTRACTOR shall notify the City Project Manager for any stationary lane or roadway closures lasting for more than two (2) hours. Any requests for lane or roadway closures must be made in writing to the City Project Manager shall be a minimum of two (2) business days in advance.

CONTRACTOR shall provide Department of Transportation (DOT) approved signs, barricades, traffic cones, and/or flashing lights, as necessary, for the protection of the work and the safety of the public. The CONTRACTOR shall follow rules and regulations related to maintenance of traffic in accordance with the Manual on Uniform Traffic Control Devices (MUTCD 2009) that are consistent with City Ordinances (for City Roads), Palm Beach County Ordinances (County Roads), Florida State Law (State Roads). Please refer to the MUTCD 2009 part 6 for temporary traffic control. CONTRACTOR shall secure a county or state permit for a job if necessary. City permit fees are waived; however, fines and penalties will be assessed based upon the standard fee structure. No separate charges are permitted to the CITY for any Maintenance of Traffic work services. Maintenance of Traffic (MOT) fees shall be included in the unit price. CONTRACTOR is responsible for any and all costs associated with providing Maintenance of Traffic services.

2-1.10 Mobilization Rate for Small Projects

Although the proposer is expected to include all costs in the price proposal form for each line item, the CITY recognizes that Work Authorizations that total less than \$2,500 still require certain mobilization costs that may be hard to quantify in all work situations that are included in the line item unit price. The CITY will attempt to group several low dollar Work Authorizations when giving work to the CONTRACTOR so that the CONTRACTOR will not have to mobilize for work totaling less than \$2,500.

However, the CITY desires to replace damaged and declining landscaping as soon as possible. Therefore, the CONTRACTOR shall, for certain individual, low dollar value Work Authorizations less than \$2,500 as identified herein, receive an additional compensation related to mobilization (i.e. scheduling, and all operations necessary for the movement of personnel, equipment, supplies and incidentals to the worksite). Authorization of the mobilization for small projects will be identified on the Work Authorization. Payment for mobilization shall be made for each Work Authorization based on the table below. In exchange for the mobilization compensation, the CITY shall expect that the Work Authorizations that are less than \$2,500 have a completion time that is less than two calendar weeks after the Work Authorization is executed by both parties.

Only Work Authorizations that are completed within the expedited two week timeframe (or extended time as authorized by the City Project Manager) will be eligible for the mobilization rate for small projects. Work Authorizations that are completed past the required completion date shall not be eligible for the mobilization fee and shall not be charged/invoiced to the CITY.

The allowable mobilization rate for small projects are as follows:

Work Authorization Amount	Allowable amount for Mobilization (not to exceed)
\$0.01 to \$499.99	\$100
\$500 to \$999.99	\$150
\$1,000 to 2,499.99	\$200
\$ 2,500 or Greater	\$0 - Included in line item pricing (all mobilization costs are to be included in the unit pricing)

2-2 SUBCONTRACTING

All subcontractors are subject to City approval prior to initiation of each project under the agreement. Changing subcontractors throughout the course of the agreement requires advance approval by the CITY.

2-3 DELIVERY

The F.O.B. point shall be Destination, freight prepaid (CONTRACTOR pays and bears freight charges, CONTRACTOR owns goods in transit and files any claims). CONTRACTOR shall be fully responsible for all costs associated with freight, delivery and shipping and handling to and from destination. Location of services will be indicated on Work Authorization form.

2-4 CONTRACTOR RESPONSIBILITY

CONTRACTOR shall be responsible for the protection of property in the areas in the adjacent vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

At all times the CONTRACTOR shall comply with State of Florida and OSHA safety regulations.

The CONTRACTOR will carefully protect their work services and materials against damage or injury from the weather. If any work or materials have been damaged or injured by reason of failure on the part of the CONTRACTOR or any of their subcontractors, such materials shall be removed and replaced at the expense of the CONTRACTOR.

2-5 PROTECTION OF PROPERTY

CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or that of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the CONTRACTOR or his/her agents.

2-6 EXISTING UTILITY FACILITIES

The CONTRACTOR shall be responsible for contacting Sunshine State One Call Florida (811), and any appropriate utility companies, for location of any buried or serial utilities in the work area which could be damaged by CONTRACTOR's operation while performing services to the CITY. The CONTRACTOR is to investigate, by pot-holing or by other methods, to verify the location of all existing utilities. The City's irrigation division will mark all irrigation, as applicable, prior to expected agreed upon start date. Any conflicts found are to be brought to the attention of the City Project Manager for resolution prior to start of work. Unless otherwise directed, the CONTRACTOR is to support or otherwise protect all other utility companies' facilities during construction. Unauthorized work, where damages are sustained by any utility (including irrigation as specified in section 2.5) as a result of operations under this Agreement shall be promptly repaired or replaced at the sole expense of the CONTRACTOR and no additional money shall be due for this repair or replacement work under this Agreement. The CITY may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the CONTRACTOR or his/her agents. Failure to repair or replace damage to property through negligence of the CONTRACTOR or his/her agents within seven (7) calendar days of the CITY advising CONTRACTOR of their error and need to repair/replace, will result in the CITY acquiring another source to repair/replace and assessing/deducting CONTRACTOR's invoice's direct costs related to such repairs acquired by other source.

2-7 AUTHORIZATION AND COORDINATION OF WORK

2-7.1 Issuance of Work Authorization Form

Following the issuance of City Purchase Order(s), the City Project Manager will issue Work Authorization form(s) for services on an as needed basis for specific project locations throughout the CITY referencing various landscape material and prices in accordance with the agreement. The CONTRACTOR will be required to work closely with the City Project Manager for each project site identified and perform the work within a time frame mutually agreed upon for each individual project site location designated under a Work Authorization form. The Work Authorization form that will be utilized for the Agreement is provided in Exhibit A and the procedures for a Work Authorization form are provided in Exhibit B.

2-7.2 Work Hours

Unless otherwise approved by the CITY, work referenced on Work Authorization forms are to be conducted Monday through Thursday between the hours of 7:00 a.m. – 4:00 p.m. (for City park locations) and between the hours of 9:00 a.m. – 4:00 p.m. (for roadway locations). Work may also be conducted Friday between 7:00 am - 12:00 p.m. noon (for City park locations) and between the hours of 9:00- 12:00 pm noon (for roadway locations). Work shall not be conducted on the following City holidays: Martin Luther King Day, President's Day, Columbus Day, Veteran's Day Thanksgiving Day, Christmas Day, Independence Day, New Year's Day, Memorial Day and Labor Day. As a general rule, CONTRACTOR is not authorized to work on Saturday and Sunday. However, depending on the location, surrounding events and circumstances of the project, the CITY may allow CONTRACTOR at their request to perform work on Friday afternoons and Saturdays. Authorization must be approved in writing at least two business days in advance by the City Project Manager to work on Friday afternoon or Saturday and detailed in the Work Authorization form. The CITY will not pay overtime wages or make provision for extra payment for Saturday work.

EXHIBIT A – WORK AUTHORIZATION FORM

Work Authorization No. _____, Agreement No. 2021-022
City of Boca Raton
Gardening Angel Nursery, Inc.
Landscape Material Services
For
_____ (insert project title)

Scope of Services

The attached page provides a list and description of the scope of services to be provided under this Work Authorization, the cost for the described landscape material services, and the expected dates for the start and completion of services referenced, as well as the necessity of MOT plans and approval for any required MOT as described in the Agreement. The Work Authorization shall not exceed \$____.

If this Work authorization includes the small project mobilization rate, work shall be completed by the date listed below in order to be eligible for payment by the CITY.

The project will be completed within the agreed upon days and shall be completed in accordance with the terms and conditions of Agreement No. 2021-022.

The fully executed Project Work Authorization form shall constitute as the "Notice to Proceed" unless detailed otherwise. Notice of the executed Work Authorization form will be submitted to the CONTRACTOR by email at _____.

Approval of Work Authorization

CONTRACTOR

CITY OF BOCA RATON:

By: _____ Date: _____ By: _____ Date: _____
(Signature) (Signature)

Name: _____ Title: _____ Name: Dawn Sinka, Title: City Horticulturist/Arborist

Final Receipt and Acceptance of Work Authorization (To be completed by City Project Manager)

Scope of Services to be completed in full by ____/____/____.

Scope of Services completed in full on ____/____/____.

If Scope of Services were delayed, denote brief comment (extension granted due to rain, etc.):

Final Receipt Notification provided to CONTRACTOR on: Emailed: ____/____/____ City Initials: _____

EXHIBIT B – PROCEDURES FOR WORK AUTHORIZATION FORM

Definitions:

City Project Manager: City Horticulturist/Arborist, Dawn Sinka or her designee.

Day: Monday through Friday, excluding City holidays.

Procedures:

Each project amount under the City Council threshold limit will be issued with a Work Authorization form by the City Project Manager.

The CONTRACTOR shall establish a single point of contact as their "Foreman/Job Superintendent" for the City Project Manager to coordinate Work Authorizations.

Step 1 – Arrange Field Site Visit: CONTRACTOR is to meet with City Project Manager within four (4) Business days of the CITY requesting a field site visit via e-mail.

Step 2 Field Site Visit: During the field site visit the City Project Manager will discuss with CONTRACTOR the quantity, size, species and locations of landscape material services required in accordance with the Agreement and the City Project Manager will provide the CONTRACTOR with a basic sketch.

Step 3 Generate Work Authorizations: Within four (4) business days of the field site visit, the CONTRACTOR is to perform/provide the following:

- a) CONTRACTOR is to email to the City Project Manager a Work Authorization Form detailing the scope of services and location of the service, landscape material, size, quantity, unit prices in accordance with the Agreement along with a suggested time schedule for completion time for the scope of services. NOTE: It is the CONTRACTOR's responsibility to ensure the CITY's specified landscape material is available as submitted on the sketch or plans. If the CONTRACTOR has any concerns with being able to provide the exact size, type, or quantity of landscaping material as specified by the City Project Manager, the CONTRACTOR shall discuss and obtain approval from the City Project Manager for any alternate landscape material prior to submission of the Work Authorization Form.
 - 1) Time schedule to be supported by a Gantt chart or other approved project planning method and include average rain days for applicable season. *Gantt Chart will only be required for Work Authorization Forms exceeding \$50,000.*
 - 2) The CONTRACTOR is to contact the City's Traffic & Engineering Division and obtain an approved Maintenance of Traffic (M.O.T) plan with any applicable project notes and submit with the Work Authorization form.

Work Authorization forms that are submitted without email approval of alternate landscape material from the City Project Manager are subject to rejection. The Work Authorization Form shall be signed by the CONTRACTOR prior to submission.

Step 4 Review of Work Authorization Form: Within three (3) business days of receipt, the City Project Manager will review the Work Authorization form and all other pertinent information identified in Step 3 and determine acceptance. If the suggested time schedule does not meet the CITY's needs, the CITY reserves the right to discuss a mutually agreed upon time schedule with CONTRACTOR.

Step 5 – Approved Project Work Authorization and Time of Starting Work: Once the CONTRACTOR obtains an approved Work Authorization from the CITY, the date the WORK AUTHORIZATION is signed by the CITY shall constitute as the CONTRACTOR's notice to proceed unless stipulated otherwise in the Work Authorization form. The CITY will email the signed Work Authorization form to the CONTRACTOR and CONTRACTOR shall start work within the agreed upon dates of service. If CONTRACTOR has an opening in the schedule and wishes to start work earlier than originally agreed, the CONTRACTOR shall provide a written request at least one full work day in advance to ensure the CITY has the staff available for irrigation. Once start of work commences, work shall be carried on regularly and uninterruptedly with sufficient force to ensure its completion time within the allotted amount of time indicated on the approved Work Authorization form.

Step 6 – Notification to CITY that work is completed: Once completed, the CONTRACTOR shall email the Project Manager stating completion of the work order so inspection can be conducted. Upon completion of final inspection,

the City Project Manager will email the CONTRACTOR notice of final completion on the Work Authorization form or shall indicate if any corrections need to be made.

Step 7 – Submittal of Invoice and Payment: Refer to Attachment B of the Agreement.

Execution of Work Authorization Form

Each party is hereby authorized to accept and rely upon a facsimile signature or signature transmitted through electronic means of the other party on the Work Authorization form or any amendment hereto. Any such signature shall be treated as an original signature for all purposes. Each party is hereby authorized to accept and rely upon documents in paper or electronic format.

**ATTACHMENT B
COMPENSATION FOR SERVICES**

The CITY shall pay to the CONTRACTOR for providing and performing landscape material services as described in Attachment A set forth as follows:

The following price schedule shall apply.

SECTION A: PALMS (Unit Prices shall include Supply, Deliver and Install)			
Item	Description	Size	Unit Price
1	Bismarck Palms/ Bismarckia nobilis 'Silver'	45 Gallon/ 8' OA min.	\$550.00
2	Bismarck Palms/ Bismarckia nobilis 'Silver' FG	10- 12' OA	\$850.00
3	Bismarck Palms/ Bismarckia nobilis 'Silver' FG	12.5-14' OA	\$950.00
4	Bismarck Palms/ Bismarckia nobilis 'Silver' FG	15-20' OA	\$950.00
5	Bottle Palm / Hyophorbe lagenicaulis	15 Gallon/ 6' OA min.	\$95.00
6	Bottle Palm / Hyophorbe lagenicaulis	25 Gallon/ 8' OA min.	\$225.00
7	Buccaneer Palm/ Pseudophoenix sargentii	15 Gallon/ 6' OA min.	\$300.00
8	Buccaneer Palm/ Pseudophoenix sargentii	25 Gallon/ 8' OA min.	\$450.00
9	Cabbage Palmetto/ Sabal palmetto FG Slick	12-16' CT	\$200.00
10	Cabbage Palmetto/ Sabal palmetto FG BTD	12-16' CT	\$200.00
11	Cabbage Palmetto/ Sabal palmetto FG Slick	17-22' CT	\$225.00
12	Cabbage Palmetto/ Sabal palmetto FG BTD	17-22' CT	\$225.00
13	Canary Island Date Palm / Phoenix canariensis	7 - 8 ' CT	\$1,600.00
14	Canary Island Date Palm / Phoenix canariensis	9 - 10 ' CT	\$2,000.00
15	Canary Island Date Palm / Phoenix canariensis	11-12' CT	\$2,800.00
16	Canary Island Date Palm / Phoenix canariensis	13 - 14 ' CT	\$3,200.00
17	Canary Island Date Palm / Phoenix canariensis	15 - 16 ' CT	\$5,000.00
18	Canary Island Date Palm / Phoenix canariensis	17 - 18 ' CT	\$5,000.00
19	Canary Island Date Palm / Phoenix canariensis	19 - 20 ' CT	\$5,500.00
20	Carpentaria Palm / Carpentaria acuminata	10-12' CT	\$360.00
21	Carpentaria Palm / Carpentaria acuminata (Single)	12.5-14' CT	\$400.00
22	Carpentaria Palm / Carpentaria acuminata (Double)	12.5-14' CT	\$450.00
23	Cat Palm / Chamaedorea cataractarum	15 Gallon	\$75.00
24	Chinese Fan Palm/ Livistona chinensis FG	8-10' OA	\$200.00
25	Chinese Fan Palm/ Livistona chinensis FG	10.5-12' OA	\$250.00
26	Chinese Fan Palm/ Livistona chinensis FG	12.5-14' OA	\$275.00
27	Chinese Fan Palm/ Livistona chinensis FG	14.5-16' OA	\$325.00
28	Coconut Palm/ Cocos nucifera 'Malayan Dwarf' FG	13-16' OA	\$250.00
29	Coconut Palm/ Cocos nucifera 'Malayan Dwarf' FG	17-20' OA	\$300.00
30	Coconut Palm/ Cocos nucifera 'Malayan Dwarf' FG	21-24' OA	\$650.00
31	Coconut Palm/ Cocos nucifera 'Malayan Dwarf' FG	25-28' OA	\$750.00
32	Coconut Palm/ Cocos nucifera 'Malayan Dwarf' FG	29-33' OA	\$750.00
33	Coconut Palm/ Cocos nucifera 'Maypan' FG	13-16' OA	\$500.00

(CONT.) SECTION A: PALMS (Unit Prices shall include Supply, Deliver and Install)

Item	Description	Size	Unit Price
34	Coconut Palm/ Cocos nucifera ' Maypan ' FG	17-20' OA	\$750.00
35	Coconut Palm/ Cocos nucifera 'Maypan' FG	21-24' OA	\$1,200.00
36	Coconut Palm/ Cocos nucifera 'Maypan' FG	25-28' OA	\$1,300.00
37	Coconut Palm/ Cocos nucifera 'Maypan' FG	29-33' OA	\$1,500.00
38	Cuban Royal Palm/Roystonea regia FG	10-11.5' GW	\$1,300.00
39	Cuban Royal Palm / Roystonea regia FG	12-14' GW	\$1,500.00
40	Cuban Royal Palm / Roystonea regia FG	14.5-16' GW	\$2,000.00
41	Cuban Royal Palm / Roystonea regia FG	16.5-18' GW	\$2,300.00
42	Cuban Royal Palm / Roystonea regia FG	18.5-20' GW	\$2,500.00
43	Cuban Royal Palm / Roystonea regia FG	20.5-22' GW	\$2,700.00
44	Cuban Royal Palm / Roystonea regia FG	22.5-24' GW	\$2,900.00
45	Cuban Royal Palm / Roystonea regia FG	24.5-26' GW	\$3,100.00
46	Cuban Royal Palm / Roystonea regia FG	26.5-28' GW	\$3,200.00
47	Cuban Royal Palm / Roystonea regia FG	28.5-30' GW	\$3,300.00
48	Cuban Royal Palm / Roystonea regia FG	30.5-32' GW	\$3,500.00
49	Cuban Royal Palm / Roystonea regia FG	32.5-34' GW	\$3,700.00
50	Cuban Royal Palm / Roystonea regia FG	34.5-36' GW	\$3,700.00
51	Cuban Royal Palm / Roystonea regia FG	36.5-38' GW	\$3,700.00
52	Cuban Royal Palm / Roystonea regia FG	38.5-40' GW	\$3,700.00
53	Foxtail Palms / Wodyetia bifurcata	10-12' OA	\$250.00
54	Foxtail Palms / Wodyetia bifurcata(Double)	10-12' OA	\$295.00
55	Foxtail Palms / Wodyetia bifurcata(Triple)	10-12' OA	\$350.00
56	Foxtail Palms / Wodyetia bifurcata	12.5-14' OA	\$325.00
57	Foxtail Palms / Wodyetia bifurcata(Double)	12.5-14' OA	\$350.00
58	Foxtail Palms / Wodyetia bifurcata(Triple)	12.5-14' OA	\$400.00
59	Hurricane Palm / Dictyosperma album	25 Gallon/ 8' OA min.	\$350.00
60	Hurricane Palm / Dictyosperma album FG	8.5' - 10' OA	\$500.00
61	Hurricane Palm / Dictyosperma album FG	10.5- 12' OA	\$525.00
62	Medjool Date palm/ Phoenix dactylifera FG	10-12' CT	\$3,750.00
63	Medjool Date palm/ Phoenix dactylifera FG	12.5-14' CT	\$3,750.00
64	Medjool Date palm/ Phoenix dactylifera FG	14.5-16' CT	\$3,950.00
65	Montgomery Palms/ Veitchia montgomeryana (single)	25 Gallon/ 10' OA min.	\$250.00
66	Montgomery Palms/ Veitchia montgomeryana (Double)	25 Gallon/10' OA min.	\$295.00
67	Montgomery Palms/ Veitchia montgomeryana (Triple)	25 Gallon/ 10' OA min.	\$325.00
68	Montgomery Palms/ Veitchia montgomeryana (single) FG	11- 14' OA	\$350.00
69	Montgomery Palms/ Veitchia montgomeryana (Double) FG	11- 14' OA	\$375.00
70	Montgomery Palms/ Veitchia montgomeryana (Triple) FG	11 - 14' OA	\$395.00
71	Montgomery Palms/ Veitchia montgomeryana (single) FG	15 - 20' OA	\$480.00
72	Montgomery Palms/ Veitchia montgomeryana (Double) FG	15 - 20' OA	\$525.00

(CONT.) SECTION A: PALMS (Unit Prices shall include Supply, Deliver and Install)

Item	Description	Size	Unit Price
73	Montgomery Palms/ Veitchia montgomeryana (Triple) FG	15 - 20 OA	\$525.00
74	Montgomery Palms/ Veitchia montgomeryana (single) FG	20.5 - 25' OA	\$600.00
75	Montgomery Palms/ Veitchia montgomeryana (Double) FG	20.5 - 25OA	\$625.00
76	Montgomery Palms/ Veitchia montgomeryana (Triple) FG	20.5 - 25' OA	\$650.00
77	Paurotis Palm / Acoelorrhaphe wrightii FG	10-12' OA	\$425.00
78	Paurotis Palm / Acoelorrhaphe wrightii FG	12.5-14' OA	\$475.00
79	Paurotis Palm / Acoelorrhaphe wrightii FG	14.5-16' OA	\$500.00
80	Paurotis Palm / Acoelorrhaphe wrightii FG	16.5-18' OA	\$500.00
81	Pygmy Date Palm/ Phoenix roebelenii (Single) FG	4-6' OA	\$100.00
82	Pygmy Date Palm/ Phoenix roebelenii (Double) FG	4-6' OA	\$150.00
83	Pygmy Date Palm/ Phoenix roebelenii (Triple) FG	4-6' OA	\$175.00
84	Pygmy Date Palm/ Phoenix roebelenii (Single) FG	7-8' OA	\$175.00
85	Pygmy Date Palm/ Phoenix roebelenii (Double) FG	7-8' OA	\$195.00
86	Pygmy Date Palm/ Phoenix roebelenii (Triple) FG	7-8' OA	\$225.00
87	Pygmy Date Palm/ Phoenix roebelenii (Single) FG	9-10' OA	\$200.00
88	Pygmy Date Palm/ Phoenix roebelenii (Double) FG	9-10' OA	\$275.00
89	Pygmy Date Palm/ Phoenix roebelenii (Triple) FG	9-10' OA	\$275.00
90	Queen Palm / Syagrus romanzoffiana FG	14-16' OA	\$250.00
91	Queen Palm / Syagrus romanzoffiana FG	17-19' OA	\$350.00
92	Satake palm/Satakentia liukuensis	14' OA	\$1,400.00
93	Satake palm/Satakentia liukuensis	16' OA	\$1,600.00
94	Senegal Palm / Phoenix reclinata FG	12-15' OA	\$325.00
95	Senegal Palm / Phoenix reclinata FG	16-20' OA	\$425.00
96	Solitaire - Alexander Palm/ Ptychosperma elegans FG	8-12' OA	\$275.00
97	Solitaire - Alexander Palm/ Ptychosperma elegans FG	12.5-16' OA	\$400.00
98	Solitaire - Alexander Palm/ Ptychosperma elegans FG	16.5-20' OA	\$480.00
99	Spindle Palm / Hyophorbe verschaffeltii	15 Gallon/ 6' OA min.	\$125.00
100	Spindle Palm / Hyophorbe verschaffeltii	25 Gallon/ 8' OA min.	\$175.00
101	Spindle Palm / Hyophorbe verschaffeltii FG	8.5-10' OA	\$325.00
102	Spindle Palm / Hyophorbe verschaffeltii FG	10.5-12' OA	\$375.00
103	Spindle Palm / Hyophorbe verschaffeltii FG	12.5-14' OA	\$425.00
104	Florida Thatch Palm / Thrinax radiata	4-6' OA	\$250.00
105	Florida Thatch Palm/ Thrinax radiata	6.5-8' OA	\$475.00
106	Florida Thatch Palm/ Thrinax radiata	8.5-10' OA	\$600.00
107	Florida Thatch Palm / Thrinax radiata	11-12' OA	\$750.00
108	Washington Palm/ Washingtonia robusta	14.5-16' CT	\$350.00
109	Washington Palm/ Washingtonia robusta	16.5-18' CT	\$500.00
110	Washington Palm/ Washingtonia robusta	18.5-20' CT	\$950.00
111	Washington Palm/ Washingtonia robusta	20.5-22' CT	\$1,350.00

(CONT.) SECTION A: PALMS (Unit Prices shall include Supply, Deliver and Install)

Item	Description	Size	Unit Price
112	Washington Palm/ Washingtonia robusta	22.5-24' CT	\$1,400.00
113	Washington Palm/ Washingtonia robusta	24.5-26' CT	\$1,750.00
114	Washington Palm/ Washingtonia robusta	26.5-28' CT	\$1,750.00
115	Washington Palm/ Washingtonia robusta	28.5-30' CT	\$1,800.00
116	Wild Date Palm/ Phoenix sylvestris	11 - 12 ' CT	\$1,500.00
117	Wild Date Palm/ Phoenix sylvestris	13 - 14 ' CT	\$2,000.00
118	Wild Date Palm/ Phoenix sylvestris	15 - 16 ' CT	\$2,500.00
Item	Description	Unit of Measure	Mark Up Percent Offered
119	<u>OTHER MISCELLANEOUS PALMS</u> - This line item is for "Palms" not listed in Section A. Proposer shall provide a quote for "Palms" not listed in Section A to the City Project Manager on an as needed basis using the percentage Mark-Up proposed. The quote shall reference the wholesale cost of the material (which shall be a pass through cost), plus a percentage mark-up of the cost of the material. The cost of the material must be in line with industry standards. The CITY may request proof of invoice from wholesaler/supplier supplying material.	Percent (%)	150.0%

SECTION B: PLANT MATERIAL/SHRUBS (Unit Prices shall include Supply, Deliver and Install)

Item	Description	Size	Unit Price
120	African Iris (white) / Dietes iridioides	1 Gallon	\$5.50
121	African Iris (white) / Dietes iridioides	3 Gallon	\$8.75
122	Agave americana	3 Gallon	\$20.00
123	Agave attenuata/ spineless century plant	3 Gallon	\$20.00
124	Agave attenuata 'Blue Flame'	3 Gallon	\$20.00
125	Asiatic Jasmine/ Trachelosperum asiaticum	1 Gallon	\$5.00
126	Bay Cedar / Suriana maritima	3 Gallon	\$15.00
127	Bay Cedar / Suriana maritima	7 Gallon	\$50.00
128	Beautyberry/ Callicarpa americana	3 Gallon	\$8.75
129	Blanket Flower / Gaillardia pulchella	1 Gallon	\$5.00
130	Bougainvillea Dwarf	3 Gallon	\$5.00
131	Bougainvillea 'Helen Johnson'	3 Gallon	\$10.00
132	Bush Allamanda / Allamanda schottii	3 Gallon	\$10.00
133	Carissa macrocarpa ' Emerald Blanket'	3 Gallon	\$8.75
134	Carissa macrocarpa 'Boxwood Beauty'	3 Gallon	\$8.75
135	Cocoplum / Chrysobalanus icaco 'Red Tip'	3 Gallon	\$8.75
136	Crinum Lily / Crinum jagus " St. Christopher Lily'	3 Gallon	\$8.75
137	Crinum Lily / Crinum jagus " St. Christopher Lily'	7 Gallon	\$45.00
138	Crinum Lily / Crinum asiaticum	3 Gallon	\$10.00

(CONT.) SECTION B: PLANT MATERIAL/SHRUBS (Unit Prices shall include Supply, Deliver and Install)

Item	Description	Size	Unit Price
139	Crinum Lily / Crinum asiaticum	7 Gallon	\$32.00
140	Croton / Codiaeum variegatum 'Eleanor Roosevelt'	3 Gallon	\$10.00
141	Croton / Codiaeum variegatum 'Eleanor Roosevelt'	7 Gallon	\$32.00
142	Croton / Codiaeum variegatum 'Mammey'	3 Gallon	\$8.75
143	Croton / Codiaeum variegatum 'Mammey'	7 Gallon	\$32.00
144	Croton / Codiaeum variegatum 'Petra'	3 Gallon	\$8.75
145	Croton / Codiaeum variegatum 'Petra'	7 Gallon	\$32.00
146	Diamond Frost / Euphorbia	1 Gallon	\$5.00
147	Downy Jasmine / Jasminum multiflorum	3 Gallon	\$8.75
148	Dune Sunflower / Helianthus debilis	1 Gallon	\$5.00
149	Fakahatchee Grass / Tripsacum dactyloides	1 Gallon	\$5.00
150	Fakahatchee Grass / Tripsacum dactyloides	3 Gallon	\$8.75
151	Ficus benjamina (2-3' ht.)	3 Gallon	\$8.00
152	Ficus benjamina (4-5' ht.)	7 Gallon	\$30.00
153	Ficus benjamina (6-7' ht.)	15 Gallon	\$55.00
154	Firebush / Hamelia patens	3 Gallon	\$8.75
155	Fishtail Fern / Nephrolepis falcata 'Furcans'	1 Gallon	\$5.00
156	Nephrolepis exaltata 'Bostoniensis'	1 Gallon	\$5.00
157	Flax Lily / Dianella tasmanica	1 Gallon	\$5.00
158	Flax Lily / Dianella tasmanica	3 Gallon	\$8.75
159	Florida Gama grass / Tripsacum floridanum	1 Gallon	\$5.00
160	Florida Gama grass / Tripsacum floridanum	3 Gallon	\$8.75
161	Gold Mound/ Duranta erecta	3 Gallon	\$8.00
162	Green Buttonwood/ Conocarpus erectus	3 Gallon	\$8.75
163	Green Buttonwood/ Conocarpus erectus	7 Gallon	\$32.00
164	Green Island/ Ficus microcarpa	3 Gallon	\$8.75
165	Hair Muhly Grass/ Muhlenbergia capillaris	3 Gallon	\$8.75
166	Indian Hawthorne / Rhapholepis indica	3 Gallon	\$9.00
167	Ixora coccinea 'Maui Yellow'	3 Gallon	\$8.75
168	Ixora coccinea 'Nora Grant'	3 Gallon	\$8.75
169	Ixora coccinea 'Petite' (Red Taiwan dwarf)	3 Gallon	\$8.75
170	Jamaica Caper/ Capparis cynophallophora	3 Gallon	\$10.50
171	Jamaica Caper/ Capparis cynophallophora	7 Gallon	\$40.00
172	Japanese Pittosporum / Pittosporum tobira	3 Gallon	\$9.00
173	Japanese Pittosporum / Pittosporum tobira	7 Gallon	\$9.50
174	Juniper/Juniperus chinensis 'Parsonii'	3 Gallon	\$9.50
175	Lantana / Assorted Colors	1 Gallon	\$4.50
176	Leather Fern / Acrostichum danaeifolium	3 Gallon	\$11.00
177	Liriope muscari / Evergreen Giant	1 Gallon	\$5.00

(CONT.) SECTION B: PLANT MATERIAL/SHRUBS (Unit Prices shall include Supply, Deliver and Install)

Item	Description	Size	Unit Price
178	Liriope muscari / Evergreen Giant	3 Gallon	\$8.50
179	Liriope muscari 'Super Blue'	1 Gallon	\$5.00
180	Liriope muscari 'Super Blue'	3 Gallon	\$8.75
181	Liriope muscari 'Variegata'	1 Gallon	\$5.00
182	Liriope muscari 'Variegata'	3 Gallon	\$8.75
183	Mexican heather/Cuphea hyssopifolia	1 Gallon	\$5.00
184	Myrsine/ Rapanea punctata	3 Gallon	\$8.75
185	Myrsine/ Rapanea punctata	7 Gallon	\$5.00
186	Native Porterweed/ Stachytarpheta jamaicensis	3 Gallon	\$5.00
187	Necklace Pod/ Sophora tomentosa	3 Gallon	\$9.00
188	Pentas / Pentas lanceolata (Assorted colors)	1 Gallon	\$8.00
189	Plumbago / Plumbago 'Imperial Blue'	3 Gallon	\$8.75
190	Podocarpus macrophyllus 'Maki'	3 Gallon	\$9.00
191	Podocarpus macrophyllus 'Maki'	7 Gallon	\$32.00
192	Podocarpus macrophyllus 'Maki'	15 Gallon	\$75.00
193	Sand Cordgrass/ Spartina bakeri	1 Gallon	\$5.00
194	Saw Palmetto / Serenoa repens	3 Gallon	\$17.50
195	Saw Palmetto / Serenoa repens	7 Gallon	\$50.00
196	Schefflera arboricola ' Gold Capella'	3 Gallon	\$8.75
197	Schefflera arboricola ' Trinette'	3 Gallon	\$8.75
198	Schefflera arboricola green	3 Gallon	\$8.75
199	Seagrape/Coccoloba uvifera	3 Gallon	\$7.00
200	Selloum Philodendron / Philodendron bipinnatifidum	3 Gallon	\$10.00
201	Selloum Philodendron / Philodendron bipinnatifidum	7 Gallon	\$25.00
202	Philodendron/ Philodendron 'Xanadu'	3 Gallon	\$12.00
203	Philodendron/ Philodendron 'Xanadu'	7 Gallon	\$30.00
204	Shell Ginger/ Alpina zerumbet 'Variegata'	3 Gallon	\$16.00
205	Shell Ginger/ Alpina zerumbet 'Variegata'	7 Gallon	\$38.00
206	Shining Jasmine/ Jasminum nitidum	3 Gallon	\$8.75
207	Shore Juniper/ Juniperus conferta 'Blue Pacific'	3 Gallon	\$9.00
208	Silver Buttonwood/ Conocarpus erectus sericeus	3 Gallon	\$8.75
209	Silver Buttonwood/ Conocarpus erectus sericeus	7 Gallon	\$30.00
210	Silver Sea Ox- Eye Borrchia frutescens	1 Gallon	\$5.00
211	Silver Sea Ox- Eye Borrchia frutescens	3 Gallon	\$8.00
212	Simpson Stopper/ Myrcianthes fragrans	7 Gallon	\$30.00
213	Society Garlic/ Tulbaghia violacea	1 Gallon	\$5.00
214	Spanish Stopper/ Eugenia foetida	3 Gallon	\$15.00
215	Spanish Stopper/ Eugenia foetida	7 Gallon	\$45.00
216	Starburst / Clerodendrum quadriloculare	7 Gallon	\$30.00

(CONT.) SECTION B: PLANT MATERIAL/SHRUBS (Unit Prices shall include Supply, Deliver and Install)

Item	Description	Size	Unit Price
217	Thryallis/ Galphimia gracilis	3 Gallon	\$8.75
218	Ti Plant/ Cordyline fruticosa' Red Sister'	3 Gallon	\$10.00
219	Ti Plant/ Cordyline fruticosa' Xerox'	3 Gallon	\$10.00
220	Ti Plant/Cordyline fruticosa 'Auntie Lou'	3 Gallon	\$12.00
221	Walter's Viburnum/ Viburnum obovatum	3 Gallon	\$10.00
222	Walter's Viburnum/ Viburnum obovatum	7 Gallon	\$30.00
223	Sweet Viburnum/ Viburnum odoratissimum	3 Gallon	\$10.00
224	Sweet Viburnum/ Viburnum odoratissimum var. awabuki	3 Gallon	\$12.00
225	Sweet Viburnum/ Viburnum odoratissimum var. awabuki	7 Gallon	\$35.00
226	Sweet Viburnum/ Viburnum odoratissimum var. awabuki	15 Gallon	\$75.00
227	Sandankwa Viburnum / Viburnum suspensum	3 Gallon	\$8.75
228	Sandankwa Viburnum / Viburnum suspensum	7 Gallon	\$32.00
229	Sandankwa Viburnum / Viburnum suspensum	15 Gallon	\$75.00
230	Wax myrtle/Myrica cerifera	3 Gallon	\$8.75
231	Wax myrtle/Myrica cerifera	7 Gallon	\$32.00
232	White Indigio Berry/ Randia aculeata	3 Gallon	\$14.00
233	White Indigio Berry/ Randia aculeata	7 Gallon	\$50.00
234	White Stopper/ Eugenia axillaris	3 Gallon	\$8.75
235	Wild Coffee/ Psychotria nervosa	3 Gallon	\$8.75
236	Yaupon Holly/ Ilex vomitoria 'Nana'	3 Gallon	\$10.00
237	Yaupon holly / Ilex vomitoria 'Stokes dwarf'	3 Gallon	\$10.00
238	Yesterday/Today/Tomorrow Brunfelsia grandiflora	3 Gallon	\$12.00
239	Yesterday/Today/Tomorrow Brunfelsia grandiflora	7 Gallon	\$35.00
240	Zamia furfuracea/Cardboard palm	3 Gallon	\$17.50
241	Zamia furfuracea/Cardboard palm	7 Gallon	\$65.00
242	Zamia pumila/Coontie	1 Gallon	\$5.00
243	Zamia pumila/Coontie	3 Gallon	\$22.00
244	Zamia pumila/Coontie	7 Gallon	\$50.00

Item	Description	Unit of Measure	Mark Up Percent
245	OTHER MISCELLANEOUS PLANT MATERIAL/SHRUBS - This line item is for "Plant Material/Shrubs" not listed in Section B. Proposer shall provide a quote for "Plant Material/Shrubs" not listed in Section B to the City Project Manager on an as needed basis using the percentage Mark-Up proposed. The quote shall reference the wholesale cost of the material (which shall be a pass through cost), plus a percentage mark-up of the cost of the material. The cost of the material must be in line with industry standards. The CITY may request proof of invoice from wholesaler/supplier supplying material.	Percent (%)	150.0%

SECTION C: TREES (Unit Prices shall include Supply, Deliver and Install)

246	Bald Cypress / Taxodium distichum	15 Gallon/ 6' OA min.	\$75.00
247	Bald Cypress / Taxodium distichum	10' OA min.	\$250.00
248	Bald Cypress / Taxodium distichum	30 Gallon/ 11' OA min.	\$250.00
249	Bald Cypress / Taxodium distichum	45 Gallon/ 12' OA min.	\$375.00

(CONT.) SECTION C: TREES (Unit Prices shall include Supply, Deliver and Install)

Item	Description	Size	Unit Price
250	Bald Cypress / Taxodium distichum	65 Gallon/ 14' OA min.	\$500.00
251	Black Ironwood /Krugiodendron ferreum	45 Gallon/ 10' OA min.	\$400.00
252	Blolly Tree / Guapira discolor	3 Gallon	\$12.00
253	Blolly Tree / Guapira discolor	25 Gallon/ 10' OA min.	\$275.00
254	Bulnesia, Verawood / Bulnesia arborea	25 Gallon/ 10' OA min.	\$275.00
255	Brazil Beauty leaf/ Calophyllum brasiliense	10-12' OA	\$275.00
256	Brazil Beauty leaf/ Calophyllum brasiliense	13-15' OA	\$400.00
257	Brazil Beauty leaf/ Calophyllum brasiliense	16-18' OA	\$575.00
258	Brazil Beauty leaf/ Calophyllum brasiliense	19-20' OA	\$250.00
259	Crape Myrtle/ Lagerstroemia indica (Assorted Varieties)	30 Gallon/ 10' OA min.	\$375.00
260	Crape Myrtle/ Lagerstroemia indica (Assorted Varieties)	45 Gallon/ 12' OA min.	\$300.00
261	Dahoon Holly / Ilex cassine	10' OA min.	\$275.00
262	Fiddle Wood/ Citharexylum spinosum	45 Gallon	\$395.00
263	Florida Red Bay / Persea borbonia	10' OA min.	\$300.00
264	Floss Silk Tree / Ceiba speciosa	30 Gallon/ 10' OA min.	\$275.00
265	Floss Silk Tree / Ceiba speciosa	12' OA min.	\$375.00
266	Geiger Tree/ Cordia sebestena	30 Gallon/ 10' OA min.	\$275.00
267	Geiger Tree/ Cordia sebestena	45 Gallon/ 12' OA min.	\$375.00
268	Green Buttonwood / Conocarpus erectus	10-12' OA	\$275.00
269	Green Buttonwood / Conocarpus erectus	12.5-14' OA	\$375.00
270	Gumbo Limbo Tree/ Bursera simaruba	10-12' OA	\$275.00
271	Gumbo Limbo Tree/ Bursera simaruba	12.5-15' OA	\$375.00
272	Hong Kong Orchid / Bauhinia X blakeana	9-11' OA	\$275.00
273	Hong Kong Orchid / Bauhinia X blakeana	12-14' OA	\$375.00
274	Jacaranda / Jacaranda mimosifolia	10-12' OA	\$275.00
275	Jacaranda / Jacaranda mimosifolia	12.5-14' OA	\$350.00
276	Japanese Fern Tree/ Filicium decipiens	10' OA min.	\$325.00
277	Japanese Fern Tree/ Filicium decipiens	12' OA min.	\$425.00
278	Jatropha- Peregrina/ Jatropha integerrima	8-10' STD	\$295.00
279	Lignum Vitae/ Guaiacum officinale	6-8' OA	\$450.00
280	Native Lignum Vitae/ Guaiacum sanctum	25 Gallon/ 6' OA min.	\$500.00
281	Native Lignum Vitae/ Guaiacum sanctum	45 Gallon/ 8' OA min.	\$650.00
282	Pigeon Plum / Coccoloba diversifolia	10' OA min.	\$275.00
283	Pigeon Plum / Coccoloba diversifolia	12' OA min.	\$375.00
284	Mastic Tree / Sideroxylon foetidissimum	7 Gallon	\$45.00
285	Mastic Tree / Sideroxylon foetidissimum	25 Gallon	\$275.00
286	Paradise Tree/ Simarouba glauca	10' OA	\$275.00
287	Pink Trumpet Trees/ Tabebuia heterophylla FG	10-12' OA	\$375.00
288	Pink Trumpet Trees/ Tabebuia heterophylla FG	12.5-15' OA	\$375.00

(CONT.) SECTION C: TREES (Unit Prices shall include Supply, Deliver and Install)

Item	Description	Size	Unit Price
289	Pitch Apple / Clusia rosea	45 Gallon	\$275.00
290	Pitch Apple/ Clusia rosea FG	12-14' OA	\$275.00
291	Purple Trumpet Trees/ Tabebuia impetiginosa	30 Gallon/ 10-12' OA	\$300.00
292	Glossy Privet/ Ligustrum japonicum	30 Gallon/ 5' OA min.	\$350.00
293	Glossy Privet/ Ligustrum japonicum	45 Gallon/ 7' OA min.	\$350.00
294	Privet / Ligustrum FG	8 - 10 ' OA	\$495.00
295	Privet / Ligustrum FG	10.5 - 12 ' OA	\$900.00
296	Live Oak Tree/ Quercus virginiana	30 Gallon	\$275.00
297	Live Oak Tree/ Quercus virginiana	45 Gallon	\$425.00
298	Live Oak Tree/ Quercus virginiana	3" Caliper	\$550.00
299	Live Oak Tree/ Quercus virginiana	4" Caliper	\$850.00
300	Live Oak Tree/ Quercus virginiana	5" Caliper	\$1,500.00
301	Live Oak Tree/ Quercus virginiana	6" Caliper	\$2,000.00
302	Mahogany/ Swietenia mahogani FG	10-12' OA	\$275.00
303	Mahogany/ Swietenia mahogani FG	12.5-14' OA	\$375.00
304	Purple Glory Tree/Tibouchina granulosa	6' STD	\$250.00
305	Queen Crape Myrtle/ Lagerstroemia speciosa	10-12' OA	\$325.00
306	Red Maple/ Acer rubrum	30 Gallon/ 10' OA min.	\$275.00
307	Royal Poinciana Tree/ Delonix regia FG	10-12' OA	\$275.00
308	Royal Poinciana Tree/ Delonix regia FG	12.5-15' OA	\$375.00
309	Satin Leaf / Chrysophyllum oliviforme	10-12' OA	\$295.00
310	Satin Leaf / Chrysophyllum oliviforme	12.5-14' OA	\$375.00
311	Seagrape/Coccoloba uvifera	10' STD	\$275.00
312	Seagrape/Coccoloba uvifera	12' STD	\$350.00
313	Silver Buttonwood/ Conocarpus erectus sericeus	10-12' STD	\$275.00
314	Silver Trumpet / Tabebuia caraiba FG	10-12' OA	\$275.00
315	Silver Trumpet / Tabebuia caraiba FG	12.5-14' OA	\$375.00
316	Slash Pine/ Pinus elliottii var. densa	7 Gallon	\$50.00
317	Slash Pine/ Pinus elliottii var. densa	15 Gallon	\$75.00
318	Slash Pine/ Pinus elliottii var. densa	8-10' OA	\$275.00
319	Slash Pine/ Pinus elliottii var. densa	11-12' OA	\$325.00
320	Slash Pine/ Pinus elliottii var. densa	13-15' OA	\$350.00
321	Small Leaf Clusia / Clusia flava	25 Gallon	\$275.00
322	Small Leaf Clusia / Clusia flava	8-10' OA	\$275.00
323	Small Leaf Clusia / Clusia flava	10.5-12' OA	\$375.00
324	Spicewood / Calyptranthes pallens	7 Gallon	\$55.00
325	Wild Tamarind/ Lysiloma latisiliquum FG	8-10' OA	\$250.00
326	Wild Tamarind/ Lysiloma latisiliquum FG	10.5-12' OA	\$275.00
327	Wild Tamarind/ Lysiloma latisiliquum FG	12.5-14' OA	\$375.00

(CONT.) SECTION C: TREES (Unit Prices shall include Supply, Deliver and Install)

Item	Description	Size	Unit Price
328	Yellow Poinciana / Peltophorum dubium	10' OA	\$275.00
Item	Description	Unit of Measure	Mark Up Percent Offered
329	OTHER TREES - This line item is for "Trees" not listed in Section C. Proposer shall provide a quote for "Trees" not listed in Section C to the City Project Manager on an as needed basis using the percentage Mark-Up proposed. The quote shall reference the wholesale cost of the material (which shall be a pass through cost), plus a percentage mark-up of the cost of the material. The cost of the material must be in line with industry standards. The CITY may request proof of invoice from wholesaler/supplier supplying material.	Percent (%)	150.0%

SECTION D: RELOCATION / TRANSPLANTING (Unit Prices shall include Relocation/Transplanting)

330	Relocation/Transplanting of Shrubs less than 3' ht.	EA	\$3.25
331	Relocation/Transplanting of Shrubs between 3.5' and 6' ht.	EA	\$6.50
332	Relocation/Transplanting of Shrubs between 6.5 and 10' ht.	EA	\$25.00
333	Relocation/Transplanting of Palms up to 10' OA	EA	\$150.00
334	Relocation/Transplanting of Palms over 10' up to 14' OA	EA	\$175.00
335	Relocation/Transplanting of Palms over 14' up to 18' OA	EA	\$200.00
336	Relocation/Transplanting of Palms over 18' up to 22' OA	EA	\$350.00
337	Relocation/Transplanting of Palms over 22' up to 26' OA	EA	\$500.00
338	Relocation/Transplanting of Palms over 26' up to 30' OA	EA	\$750.00
339	Relocation/Transplanting of Palms over 30' up to 34' OA	EA	\$950.00
340	Relocation/Transplanting of Palms over 34' up to 38' OA	EA	\$1,200.00
341	Relocation/Transplanting of Canopy Trees up to 3" Caliper	EA	\$300.00
342	Relocation/Transplanting of Canopy Trees over 3" Caliper up to 5"	EA	\$350.00
343	Relocation/Transplanting of Canopy Trees over 5" Caliper up to 7"	EA	\$750.00
344	Relocation/Transplanting of Canopy Trees over 7" Caliper up to 9"	EA	\$1,200.00
345	Relocation/Transplanting of Canopy Trees over 9" Caliper up to 11"	EA	\$1,350.00
346	Relocation/Transplanting of Canopy Trees over 11" Caliper up to 13"	EA	\$1,350.00
347	Relocation/Transplanting of Canopy Trees over 13" Caliper up to 15"	EA	\$1,350.00

SECTION E: REMOVAL & DISPOSAL OF CITY EXISTING PLANT MATERIAL/STUMPS - (Unit Prices shall include Removal and Disposal Services)

348	Tree ranging in size in feet: 3.5' - 5'	EA	\$45.00
349	Tree ranging in size in feet: 5.5' - 10'	EA	\$75.00

(CONT.) SECTION E: REMOVAL & DISPOSAL OF CITY EXISTING PLANT MATERIAL/STUMPS - (Unit Prices shall include Removal and Disposal Services)

Item	Description	Size	Unit Price
350	Tree ranging in size in feet: 10.5' - 15'	EA	\$125.00
351	Tree ranging in size in feet: 15.5' - 20'	EA	\$250.00
352	Tree ranging in size in feet: 20.5' - 25'	EA	\$275.00
353	Tree ranging in size in feet: 25.5' - 30'	EA	\$525.00
354	Tree ranging in size in feet: 30.5' - 35'	EA	\$750.00
355	Tree ranging in size in feet: 35.5' - 45'	EA	\$900.00
356	Tree ranging in size in feet: 45.5' - 50'	EA	\$1,200.00
357	Tree ranging in size in feet: 50.5' - 55'	EA	\$1,500.00
358	Palm ranging in size in feet: 3.5' - 5'	EA	\$45.00
359	Palm ranging in size in feet: 5.5' - 10'	EA	\$75.00
360	Palm ranging in size in feet: 10.5' - 15'	EA	\$100.00
361	Palm ranging in size in feet: 15.5' - 20'	EA	\$275.00
362	Palm ranging in size in feet: 20.5' - 25'	EA	\$425.00
363	Palm ranging in size in feet: 25.5' - 35'	EA	\$425.00
364	Palm ranging in size in feet: 35.5' - 45'	EA	\$750.00
365	Palm ranging in size in feet: 45.5' - 55'	EA	\$900.00
366	Clumping palm ranging in size in feet: 1-5'	EA	\$10.00
367	Clumping palm ranging in size in feet: 5.5-10'	EA	\$25.00
368	Clumping palm ranging in size in feet: 10.5-15'	EA	\$50.00
369	Clumping palm ranging in size over 15' to 25'	EA	\$275.00
370	Plants and Shrubs ranging in size in feet: 1' - 3'	EA	\$4.00
371	Plants and Shrubs ranging in size in feet: 3.5' - 5'	EA	\$7.50
372	Plants and Shrubs ranging in size in feet: 5.5' - 10'	EA	\$20.00
373	Plants and Shrubs ranging in size in feet: 10.5' - 15'	EA	\$50.00
374	Removal of Sod (All types)	Square Foot	\$0.35
375	Removal of Weeds/fern beds	Square Foot	\$0.35
376	Stump Removal less than 5" diameter	EA	\$40.00
377	Stump Removal Greater than 5" dia and less than 10" diameter	EA	\$125.00
378	Stump Removal Greater than 10" dia and less than 15" diameter	EA	\$200.00
379	Stump Removal Greater than 15" dia and less than 20" diameter	EA	\$325.00
380	Stump Removal Greater than 20" dia and less than 25" diameter	EA	\$350.00

SECTION F: SOD / MULCH / TOPSOIL/ MISC

Item	Description	Size	Unit Price
381	SUPPLY & INSTALL RED MULCH	Cubic Feet	\$1.75
382	SUPPLY & INSTALL OF SOD, ST.AUGUSTINE FLORATAM	Square Foot	\$0.65
383	SUPPLY, INSTALL & GRADE TOP SOIL (NON BULK)	50 LB. BAG	\$5.00
384	SUPPLY, INSTALL & GRADE TOP SOIL (BULK, TRUCK LOAD)	Cubic Yard	\$40.00
385	SUPPLY & INSTALL PINE STRAW MULCH	Cubic Feet	\$1.75
386	STRAIGHTEN AND RE-STAKE PALMS	Less than 12' ht.	\$50.00
387	STRAIGHTEN AND RE-STAKE PALMS	>12' TO 18' OA	\$75.00
388	STRAIGHTEN AND RE-STAKE PALMS	> 18' TO 25' OA	\$100.00
389	STRAIGHTEN AND RE-STAKE CANOPY TREES	3" caliper or smaller	\$50.00
390	STRAIGHTEN AND RE-STAKE CANOPY TREES	>3' caliper to 6" caliper	\$100.00
391	STRAIGHTEN AND RE-STAKE CANOPY TREES	>6" caliper to 10" caliper	\$175.00
392	STRAIGHTEN AND RE-STAKE CANOPY TREES	>10" caliper to 15" caliper	\$250.00

PRICE ADJUSTMENTS AND PAYMENT

1. Price Adjustments

Prior to each renewal term only, the CONTRACTOR may submit for a price adjustment. Annual adjustment will be based on the latest yearly percentage increase or decrease of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) for Miami-Fort Lauderdale West Palm Beach, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the May publication for the then current year.

CONTRACTOR shall provide the CITY with a written request for adjustment for each individual Section A – F for an increase to the unit prices with the supporting document of the CPI-U as identified herein.

Any request for adjustment to unit prices shall be provided to the CITY no later than thirty (30) days prior to renewal date and provided to the attention of the City Project Manager. It shall be the responsibility of the sender to confirm receipt of the annual adjustment request.

The CITY will issue an Amendment to the Agreement to approve the updated unit prices.

2. Price Increases Due to Market Conditions following a Hurricane

The CITY acknowledges that market conditions can create fluctuation in pricing and/or availability of the item specified. The CITY may, in its sole discretion, make an equitable adjustment in the agreement terms and/or pricing if pricing or availability of supply is directly affected by a Hurricane that destroys nursery stock normally available from the nursery locations identified as being used by the CONTRACTOR.

The circumstances must:

1. be beyond the control of the CONTRACTOR
2. affect the marketplace or industry, not just the particular agreement source of supply
3. substantially affect pricing or availability of supply

4. affect the CONTRACTOR such that continued performance of the agreement would result in a substantial loss

The requested adjustment must be fully documented and submitted to the City Project Manager. The CITY may, after examination and reference to industry publications, refuse to accept the adjusted costs if they are not properly documented or increases are considered to be excessive. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the CITY may terminate agreement in accordance with termination clause(s) herein. If the CITY accepts pricing adjustments, the CITY will issue an Amendment to the Agreement to approve the updated unit prices.

3. Market Prices

CONTRACTOR may at any time during the Agreement offer lower unit prices to pass on any cost savings to the CITY and reflect reduced unit prices in the Work Authorization form.

4. Post-Sale Audit Adjustment

All items/services sold to the CITY as a result of this Agreement are subject to Post Sale Audit Adjustment. In the event an audit reveals the CONTRACTOR has not honored unit prices, CONTRACTOR will be liable for any and all overstated charges by issuance of a credit memo or check, whichever is determined by the CITY.

5. Payment

The CITY's payment term are Net 30 days. The CITY's intent is to pay 100% of the work detailed on each Work Authorization form after all items have been satisfactorily completed in full by the CONTRACTOR and accepted by the CITY. Partial Payment may only be utilized with the approval of the CITY. The City Project Manager will make final inspection of the material covered under the Work Authorization form and shall approve work before payment is authorized. Failure in the CONTRACTOR's responsibility as outlined may result in either one or any of the following as determined by the CITY: a) Request for immediate replacement and/or correction of partial or entire order, b) Payment withholding until compliance is received and approval granted, c) Terminate the Work Authorization in part or in full. Invoice must reference purchase and work order numbers.

1st AMENDMENT TO
AGREEMENT FOR LANDSCAPE MATERIAL SERVICES
AGREEMENT NO. 2021-022

THIS 1st AMENDMENT entered into this 29th day of July, 2022, by and between the CITY OF BOCA RATON, a Florida municipal corporation, hereinafter referred to as the "CITY" and Gardening Angel Nursery, Inc., hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement on August 9, 2021 for landscape material services; and

WHEREAS, the CITY and the CONTRACTOR desire to amend the agreement; and

WHEREAS, the Agreement allowed for renewal options and the CITY and the CONTRACTOR agree to renew the Agreement for the annual period of August 9, 2022 to August 8, 2023 (Renewal Option No. 1);

NOW, THEREFORE, the CITY and the CONTRACTOR, in consideration for the mutual promises and benefits hereinafter set forth, agree as follows to the following changes:

1. **Attachment B – Amended to reflect price adjustments based on renewal language pursuant to Article 1 and Attachment B - Item 1 of the Agreement. Rates will become effective at the start of the Renewal No. 1 term of August 9, 2022 to August 8, 2023.**

Execution of Documents

Each party is hereby authorized to accept and rely upon a facsimile signature or signature transmitted through electronic means of the other party on this Work Order or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. Each party is hereby authorized to accept and rely upon documents in paper or electronic format.

IN WITNESS WHEREOF, the parties hereto have caused this 1st Amendment to be executed.

CITY OF BOCA RATON:

Date: 7/29/2022

By: [Signature]
Name: Leif J. Ahnell, C.P.A., C.G.F.O.
Title: City Manager

[Signature]

GARDENING ANGEL NURSERY, INC.:

Date: 7-5-22

By: [Signature]
Signature

Name: Andrew Bartoszek

Title: Vice President
President (or other duly authorized Officer)
(Attach Resolution/Bylaw of authorization if not
President)

**ATTACHMENT B
COMPENSATION FOR SERVICES**

The CITY shall pay to the CONTRACTOR for providing and performing landscape material services as described in Attachment A set forth as follows:

The following price schedule shall apply.

SECTION A: PALMS (Unit Prices shall include Supply, Deliver and Install)

Item	Description	Size	Unit Price	Amendment 1 Pricing
1	Bismarck Palms/ Bismarckia nobilis 'Silver'	45 Gallon/ 8' OA min.	\$550.00	\$599.50
2	Bismarck Palms/ Bismarckia nobilis 'Silver' FG	10- 12' OA	\$850.00	\$926.50
3	Bismarck Palms/ Bismarckia nobilis 'Silver' FG	12.5-14' OA	\$950.00	\$1,035.50
4	Bismarck Palms/ Bismarckia nobilis 'Silver' FG	15-20' OA	\$950.00	\$1,035.50
5	Bottle Palm / Hyophorbe lagenicaulis	15 Gallon/ 6' OA min.	\$96.00	\$103.55
6	Bottle Palm / Hyophorbe lagenicaulis	25 Gallon/ 8' OA min.	\$225.00	\$245.25
7	Buccaneer Palm/ Pseudophoenix sargentii	15 Gallon/ 6' OA min.	\$300.00	\$327.00
8	Buccaneer Palm/ Pseudophoenix sargentii	25 Gallon/ 8' OA min.	\$450.00	\$490.50
9	Cabbage Palmetto/ Sabal palmetto FG Slick	12-16' CT	\$200.00	\$218.00
10	Cabbage Palmetto/ Sabal palmetto FG LTD	12-16' CT	\$200.00	\$218.00
11	Cabbage Palmetto/ Sabal palmetto FG Slick	17-22' CT	\$225.00	\$245.25
12	Cabbage Palmetto/ Sabal palmetto FG LTD	17-22' CT	\$225.00	\$245.25
13	Canary Island Date Palm / Phoenix canariensis	7 - 8' CT	\$1,600.00	\$1,744.00
14	Canary Island Date Palm / Phoenix canariensis	9 - 10' CT	\$2,000.00	\$2,180.00
15	Canary Island Date Palm / Phoenix canariensis	11-12' CT	\$2,600.00	\$3,052.00
16	Canary Island Date Palm / Phoenix canariensis	13 - 14' CT	\$3,200.00	\$3,488.00
17	Canary Island Date Palm / Phoenix canariensis	15 - 16' CT	\$5,000.00	\$5,450.00
18	Canary Island Date Palm / Phoenix canariensis	17 - 18' CT	\$5,000.00	\$5,450.00
19	Canary Island Date Palm / Phoenix canariensis	19 - 20' CT	\$5,500.00	\$5,995.00
20	Carpentaria Palm / Carpentaria acuminata	10-12' CT	\$360.00	\$392.40
21	Carpentaria Palm / Carpentaria acuminata (Single)	12.5-14' CT	\$400.00	\$436.00
22	Carpentaria Palm / Carpentaria acuminata (Double)	12.5-14' CT	\$450.00	\$490.50
23	Cat Palm / Chamaedorea cataractarum	15 Gallon	\$75.00	\$81.75
24	Chinese Fan Palm/ Livistona chinensis FG	8-10' OA	\$200.00	\$218.00
25	Chinese Fan Palm/ Livistona chinensis FG	10.5-12' OA	\$250.00	\$272.50
26	Chinese Fan Palm/ Livistona chinensis FG	12.5-14' OA	\$275.00	\$299.75
27	Chinese Fan Palm/ Livistona chinensis FG	14.5-16' OA	\$325.00	\$354.25
28	Coconut Palm/ Cocos nucifera 'Malayan Dwarf' FG	13-16' OA	\$250.00	\$272.50
29	Coconut Palm/ Cocos nucifera 'Malayan Dwarf' FG	17-20' OA	\$300.00	\$327.00
30	Coconut Palm/ Cocos nucifera 'Malayan Dwarf' FG	21-24' OA	\$650.00	\$708.50
31	Coconut Palm/ Cocos nucifera 'Malayan Dwarf' FG	25-28' OA	\$750.00	\$817.50
32	Coconut Palm/ Cocos nucifera 'Malayan Dwarf' FG	29-33' OA	\$750.00	\$817.50
33	Coconut Palm/ Cocos nucifera 'Maypan' FG	13-16' OA	\$500.00	\$545.00
34	Coconut Palm/ Cocos nucifera 'Maypan' FG	17-20' OA	\$750.00	\$817.50
35	Coconut Palm/ Cocos nucifera 'Maypan' FG	21-24' OA	\$1,200.00	\$1,308.00
36	Coconut Palm/ Cocos nucifera 'Maypan' FG	25-28' OA	\$1,300.00	\$1,417.00
37	Coconut Palm/ Cocos nucifera 'Maypan' FG	29-33' OA	\$1,500.00	\$1,635.00
38	Cuban Royal Palm/Roystonea regia FG	10-11.5' GW	\$1,300.00	\$1,417.00
39	Cuban Royal Palm / Roystonea regia FG	12-14' GW	\$1,500.00	\$1,635.00
40	Cuban Royal Palm / Roystonea regia FG	14.5-16' GW	\$2,000.00	\$2,180.00
41	Cuban Royal Palm / Roystonea regia FG	16.5-18' GW	\$2,300.00	\$2,507.00
42	Cuban Royal Palm / Roystonea regia FG	18.5-20' GW	\$2,500.00	\$2,725.00
43	Cuban Royal Palm / Roystonea regia FG	20.5-22' GW	\$2,700.00	\$2,943.00
44	Cuban Royal Palm / Roystonea regia FG	22.5-24' GW	\$2,900.00	\$3,161.00
45	Cuban Royal Palm / Roystonea regia FG	24.5-26' GW	\$3,100.00	\$3,379.00
46	Cuban Royal Palm / Roystonea regia FG	26.5-28' GW	\$3,200.00	\$3,488.00
47	Cuban Royal Palm / Roystonea regia FG	28.5-30' GW	\$3,300.00	\$3,597.00
48	Cuban Royal Palm / Roystonea regia FG	30.5-32' GW	\$3,500.00	\$3,815.00
49	Cuban Royal Palm / Roystonea regia FG	32.5-34' GW	\$3,700.00	\$4,033.00
50	Cuban Royal Palm / Roystonea regia FG	34.5-36' GW	\$3,700.00	\$4,033.00
51	Cuban Royal Palm / Roystonea regia FG	36.5-38' GW	\$3,700.00	\$4,033.00
52	Cuban Royal Palm / Roystonea regiaFG	38.5-40' GW	\$3,700.00	\$4,033.00
53	Foxtail Palms / Wodyetia bifurcata	10-12' OA	\$250.00	\$272.50
54	Foxtail Palms / Wodyetia bifurcata(Double)	10-12' OA	\$295.00	\$321.55

55	Foxtail Palms / Wodyetia bifurcata(Triple)	10-12' OA	\$350.00	\$381.50
56	Foxtail Palms / Wodyetia bifurcata	12.5-14' OA	\$325.00	\$354.25
57	Foxtail Palms / Wodyetia bifurcata(Double)	12.5-14' OA	\$360.00	\$381.50
58	Foxtail Palms / Wodyetia bifurcata(Triple)	12.5-14' OA	\$400.00	\$436.00
59	Hurricane Palm / Dictyosperma album	25 Gallon/ 8' OA min.	\$360.00	\$381.50
60	Hurricane Palm / Dictyosperma album FG	8.5' - 10' OA	\$500.00	\$545.00
61	Hurricane Palm / Dictyosperma album FG	10.5- 12' OA	\$525.00	\$572.25
62	Medjool Date palm/ Phoenix dactylifera FG	10-12' CT	\$3,750.00	\$4,087.50
63	Medjool Date palm/ Phoenix dactylifera FG	12.5-14' CT	\$3,750.00	\$4,087.50
64	Medjool Date palm/ Phoenix dactylifera FG	14.5-18' CT	\$3,950.00	\$4,305.50
65	Montgomery Palms/ Veitchia montgomeryana (single)	25 Gallon/ 10' OA min.	\$250.00	\$272.50
66	Montgomery Palms/ Veitchia montgomeryana (Double)	25 Gallon/10' OA min.	\$265.00	\$321.55
67	Montgomery Palms/ Veitchia montgomeryana (Triple)	25 Gallon/ 10' OA min.	\$325.00	\$354.25
68	Montgomery Palms/ Veitchia montgomeryana (single) FG	11- 14' OA	\$350.00	\$381.50
69	Montgomery Palms/ Veitchia montgomeryana (Double) FG	11- 14' OA	\$375.00	\$408.75
70	Montgomery Palms/ Veitchia montgomeryana (Triple) FG	11 - 14' OA	\$395.00	\$430.55
71	Montgomery Palms/ Veitchia montgomeryana (single) FG	15 - 20' OA	\$480.00	\$523.20
72	Montgomery Palms/ Veitchia montgomeryana (Double) FG	15 - 20' OA	\$525.00	\$572.25
73	Montgomery Palms/ Veitchia montgomeryana (Triple) FG	15 - 20 OA	\$525.00	\$572.25
74	Montgomery Palms/ Veitchia montgomeryana (single) FG	20.5 - 25' OA	\$600.00	\$654.00
75	Montgomery Palms/ Veitchia montgomeryana (Double) FG	20.5 - 25OA	\$625.00	\$681.25
76	Montgomery Palms/ Veitchia montgomeryana (Triple) FG	20.5 - 25' OA	\$650.00	\$708.50
77	Paurotis Palm / Acoelorrhaphe wrightii FG	10-12' OA	\$425.00	\$463.25
78	Paurotis Palm / Acoelorrhaphe wrightii FG	12.5-14' OA	\$475.00	\$517.75
79	Paurotis Palm / Acoelorrhaphe wrightii FG	14.5-16' OA	\$500.00	\$545.00
80	Paurotis Palm / Acoelorrhaphe wrightii FG	16.5-18' OA	\$500.00	\$545.00
81	Pygmy Date Palm/ Phoenix roebelenii (Single) FG	4-6' OA	\$100.00	\$109.00
82	Pygmy Date Palm/ Phoenix roebelenii (Double) FG	4-6' OA	\$150.00	\$163.50
83	Pygmy Date Palm/ Phoenix roebelenii (Triple) FG	4-6' OA	\$175.00	\$190.75
84	Pygmy Date Palm/ Phoenix roebelenii (Single) FG	7-8' OA	\$175.00	\$190.75
85	Pygmy Date Palm/ Phoenix roebelenii (Double) FG	7-8' OA	\$195.00	\$212.55
86	Pygmy Date Palm/ Phoenix roebelenii (Triple) FG	7-8' OA	\$225.00	\$245.25
87	Pygmy Date Palm/ Phoenix roebelenii (Single) FG	9-10' OA	\$200.00	\$218.00
88	Pygmy Date Palm/ Phoenix roebelenii (Double) FG	9-10' OA	\$275.00	\$299.75
89	Pygmy Date Palm/ Phoenix roebelenii (Triple) FG	9-10' OA	\$275.00	\$299.75
90	Queen Palm / Syagrus romanzoffiana FG	14-16' OA	\$250.00	\$272.50
91	Queen Palm / Syagrus romanzoffiana FG	17-19' OA	\$350.00	\$381.50
92	Satake palm/Satakentia liukuensis	14' OA	\$1,400.00	\$1,526.00
93	Satake palm/Satakentia liukuensis	16' OA	\$1,600.00	\$1,744.00
94	Senegal Palm / Phoenix reclinata FG	12-15' OA	\$325.00	\$354.25
95	Senegal Palm / Phoenix reclinata FG	16-20' OA	\$425.00	\$463.25
96	Solitaire - Alexander Palm/ Ptychosperma elegans FG	8-12' OA	\$275.00	\$299.75
97	Solitaire - Alexander Palm/ Ptychosperma elegans FG	12.5-16' OA	\$400.00	\$436.00
98	Solitaire - Alexander Palm/ Ptychosperma elegans FG	16.5-20' OA	\$480.00	\$523.20
99	Spindle Palm / Hyophorbe verschaffeltii	15 Gallon/ 6' OA min.	\$125.00	\$136.25
100	Spindle Palm / Hyophorbe verschaffeltii	25 Gallon/ 8' OA min.	\$175.00	\$190.75
101	Spindle Palm / Hyophorbe verschaffeltii FG	8.5-10' OA	\$325.00	\$354.25
102	Spindle Palm / Hyophorbe verschaffeltii FG	10.5-12' OA	\$375.00	\$408.75
103	Spindle Palm / Hyophorbe verschaffeltii FG	12.5-14' OA	\$425.00	\$463.25
104	Florida Thatch Palm / Thrinax radiata	4-6' OA	\$250.00	\$272.50
105	Florida Thatch Palm/ Thrinax radiata	6.5-8' OA	\$475.00	\$517.75
106	Florida Thatch Palm/ Thrinax radiata	8.5-10' OA	\$600.00	\$654.00
107	Florida Thatch Palm / Thrinax radiata	11-12' OA	\$750.00	\$817.50
108	Washington Palm/ Washingtonia robusta	14.5-16' CT	\$350.00	\$381.50
109	Washington Palm/ Washingtonia robusta	16.5-18' CT	\$500.00	\$545.00
110	Washington Palm/ Washingtonia robusta	18.5-20' CT	\$950.00	\$1,035.50
111	Washington Palm/ Washingtonia robusta	20.5-22' CT	\$1,350.00	\$1,471.50
112	Washington Palm/ Washingtonia robusta	22.5-24' CT	\$1,400.00	\$1,526.00
113	Washington Palm/ Washingtonia robusta	24.5-26' CT	\$1,750.00	\$1,907.50
114	Washington Palm/ Washingtonia robusta	26.5-28' CT	\$1,750.00	\$1,907.50
115	Washington Palm/ Washingtonia robusta	28.5-30' CT	\$1,800.00	\$1,962.00
116	Wild Date Palm/ Phoenix sylvestris	11 - 12' CT	\$1,500.00	\$1,635.00
117	Wild Date Palm/ Phoenix sylvestris	13 - 14' CT	\$2,000.00	\$2,180.00
118	Wild Date Palm/ Phoenix sylvestris	15 - 16' CT	\$2,500.00	\$2,725.00

SECTION B: PLANT MATERIAL/SHRUBS (Unit Prices shall include Supply, Deliver and Install)

Item	Description	Unit of Measure	Mark Up Percent Offered	Mark Up Percent Offered
119	OTHER MISCELLANEOUS PALMS - This line item is for "Palms" not listed in Section A. Proposer shall provide a quote for "Palms" not listed in Section A to the City Project Manager on an as needed basis using the percentage Mark-Up proposed. The quote shall reference the wholesale	Percent (%)	150.0%	150.0%
120	African Iris (white) / Dietes iridioides	1 Gallon	\$5.50	\$6.00
121	African Iris (white) / Dietes iridioides	3 Gallon	\$8.75	\$9.54
122	Agave americana	3 Gallon	\$20.00	\$21.80
123	Agave attenuata/ spineless century plant	3 Gallon	\$20.00	\$21.80
124	Agave attenuata 'Blue Flame'	3 Gallon	\$20.00	\$21.80
125	Asiatic Jasmine/ Trachelospermum asiaticum	1 Gallon	\$5.00	\$5.45
126	Bay Cedar / Suriana maritima	3 Gallon	\$15.00	\$16.35
127	Bay Cedar / Suriana maritima	7 Gallon	\$60.00	\$64.60
128	Beautyberry/ Callicarpa americana	3 Gallon	\$8.75	\$9.54
129	Blanket Flower / Gaillardia pulchella	1 Gallon	\$5.00	\$5.45
130	Bougainvillea Dwarf	3 Gallon	\$5.00	\$5.45
131	Bougainvillea 'Helen Johnson'	3 Gallon	\$10.00	\$10.90
132	Bush Allamanda / Allamanda schottii	3 Gallon	\$10.00	\$10.90
133	Carissa macrocarpa 'Emerald Blanket'	3 Gallon	\$8.75	\$9.54
134	Carissa macrocarpa 'Boxwood Beauty'	3 Gallon	\$8.75	\$9.54
135	Cocoplum / Chrysobalanus icaco 'Red Tip'	3 Gallon	\$8.75	\$9.54
136	Crinum Lily / Crinum jagus " St. Christopher Lily'	3 Gallon	\$8.75	\$9.54
137	Crinum Lily / Crinum jagus " St. Christopher Lily'	7 Gallon	\$45.00	\$49.05
138	Crinum Lily / Crinum asiaticum	3 Gallon	\$10.00	\$10.90
139	Crinum Lily / Crinum asiaticum	7 Gallon	\$32.00	\$34.88
140	Croton / Codiaeum variegatum 'Eleanor Roosevelt'	3 Gallon	\$10.00	\$10.90
141	Croton / Codiaeum variegatum 'Eleanor Roosevelt'	7 Gallon	\$32.00	\$34.88
142	Croton / Codiaeum variegatum 'Mammey'	3 Gallon	\$8.75	\$9.54
143	Croton / Codiaeum variegatum 'Mammey'	7 Gallon	\$32.00	\$34.88
144	Croton / Codiaeum variegatum 'Petra'	3 Gallon	\$8.75	\$9.54
145	Croton / Codiaeum variegatum 'Petra'	7 Gallon	\$32.00	\$34.88
146	Diamond Frost / Euphorbia	1 Gallon	\$5.00	\$5.45
147	Downy Jasmine / Jasminum multiflorum	3 Gallon	\$8.75	\$9.54
148	Dune Sunflower / Helianthus debilis	1 Gallon	\$5.00	\$5.45
149	Fakahatchee Grass / Tripsacum dactyloides	1 Gallon	\$5.00	\$5.45
150	Fakahatchee Grass / Tripsacum dactyloides	3 Gallon	\$8.75	\$9.54
151	Ficus benjamina (2-3' ht.)	3 Gallon	\$8.00	\$8.72
152	Ficus benjamina (4-5' ht.)	7 Gallon	\$30.00	\$32.70
153	Ficus benjamina (6-7' ht.)	15 Gallon	\$55.00	\$59.95
154	Firebush / Hamelia patens	3 Gallon	\$8.75	\$9.54
155	Fishtail Fern / Nephrolepis falcata 'Furcans'	1 Gallon	\$5.00	\$5.45
156	Nephrolepis exaltata 'Bostoniensis'	1 Gallon	\$5.00	\$5.45
157	Flax Lily / Dianella tasmanica	1 Gallon	\$5.00	\$5.45
158	Flax Lily / Dianella tasmanica	3 Gallon	\$8.75	\$9.54
159	Florida Gamagrass / Tripsacum floridanum	1 Gallon	\$5.00	\$5.45
160	Florida Gamagrass / Tripsacum floridanum	3 Gallon	\$8.75	\$9.54
161	Gold Mound/ Duranta erecta	3 Gallon	\$8.00	\$8.72
162	Green Buttonwood/ Conocarpus erectus	3 Gallon	\$8.75	\$9.54
163	Green Buttonwood/ Conocarpus erectus	7 Gallon	\$32.00	\$34.88
164	Green Island/ Ficus microcarpa	3 Gallon	\$8.75	\$9.54
165	Hair Muhly Grass/ Muhlenbergia capillaris	3 Gallon	\$8.75	\$9.54
166	Indian Hawthorne / Rhapholepis indica	3 Gallon	\$9.00	\$9.81
167	Ixora coccinea 'Maui Yellow'	3 Gallon	\$8.75	\$9.54
168	Ixora coccinea 'Nora Grant'	3 Gallon	\$8.75	\$9.54
169	Ixora coccinea 'Petite' (Red Taiwan dwarf)	3 Gallon	\$8.75	\$9.54
170	Jamaica Caper/ Capparis cynophallophora	3 Gallon	\$10.50	\$11.45
171	Jamaica Caper/ Capparis cynophallophora	7 Gallon	\$40.00	\$43.60
172	Japanese Pittosporum / Pittosporum tobira	3 Gallon	\$9.00	\$9.81
173	Japanese Pittosporum / Pittosporum tobira	7 Gallon	\$9.50	\$10.36
174	Juniper/ Juniperus chinensis 'Parsonii'	3 Gallon	\$9.50	\$10.36
175	Lantana / Assorted Colors	1 Gallon	\$4.50	\$4.91
176	Leather Fern / Acrostichum danaeifolium	3 Gallon	\$11.00	\$11.99
177	Liriope muscari / Evergreen Giant	1 Gallon	\$5.00	\$5.45

178	Liriope muscari / Evergreen Giant	3 Gallon	\$8.50	\$9.27
179	Liriope muscari 'Super Blue'	1 Gallon	\$5.00	\$5.45
180	Liriope muscari 'Super Blue'	3 Gallon	\$8.75	\$9.54
181	Liriope muscari 'Variegata'	1 Gallon	\$5.00	\$5.45
182	Liriope muscari 'Variegata'	3 Gallon	\$8.75	\$9.54
183	Mexican heather/Cuphea hyssopifolia	1 Gallon	\$5.00	\$5.45
184	Myrsine/ Rapanea punctata	3 Gallon	\$8.75	\$9.54
185	Myrsine/ Rapanea punctata	7 Gallon	\$5.00	\$5.45
186	Native Porterweed/ Stachytarpheta jamaicensis	3 Gallon	\$5.00	\$5.45
187	Necklace Pod/ Sophora tomentosa	3 Gallon	\$9.00	\$9.81
188	Pentas / Pentas lanceolata (Assorted colors)	1 Gallon	\$8.00	\$8.72
189	Plumbago / Plumbago 'Imperial Blue'	3 Gallon	\$8.75	\$9.54
190	Podocarpus macrophyllus 'Maki'	3 Gallon	\$9.00	\$9.81
191	Podocarpus macrophyllus 'Maki'	7 Gallon	\$32.00	\$34.88
192	Podocarpus macrophyllus 'Maki'	15 Gallon	\$75.00	\$81.75
193	Sand Cordgrass/ Spartina bakeri	1 Gallon	\$5.00	\$5.45
194	Saw Palmetto / Serenoa repens	3 Gallon	\$17.50	\$19.08
195	Saw Palmetto / Serenoa repens	7 Gallon	\$50.00	\$54.50
196	Schefflera arboricola ' Gold Capella'	3 Gallon	\$8.75	\$9.54
197	Schefflera arboricola ' Trinetta'	3 Gallon	\$8.75	\$9.54
198	Schefflera arboricola green	3 Gallon	\$8.75	\$9.54
199	Seagrape/Coccoloba uvifera	3 Gallon	\$7.00	\$7.63
200	Selloum Philodendron / Philodendron bipinnatifidum	3 Gallon	\$10.00	\$10.90
201	Selloum Philodendron / Philodendron bipinnatifidum	7 Gallon	\$26.00	\$27.25
202	Philodendron/ Philodendron 'Xanadu'	3 Gallon	\$12.00	\$13.08
203	Philodendron/ Philodendron 'Xanadu'	7 Gallon	\$30.00	\$32.70
204	Shell Ginger/ Alpina zerumbet 'Variegata'	3 Gallon	\$16.00	\$17.44
205	Shell Ginger/ Alpina zerumbet 'Variegata'	7 Gallon	\$38.00	\$41.42
206	Shining Jasmine/ Jasminum nitidum	3 Gallon	\$8.75	\$9.54
207	Shore Juniper/ Juniperus conferta 'Blue Pacific'	3 Gallon	\$9.00	\$9.81
208	Silver Buttonwood/ Conocarpus erectus sericeus	3 Gallon	\$8.75	\$9.54
209	Silver Buttonwood/ Conocarpus erectus sericeus	7 Gallon	\$30.00	\$32.70
210	Silver Sea Ox- Eye Borrchia frutescens	1 Gallon	\$5.00	\$5.45
211	Silver Sea Ox- Eye Borrchia frutescens	3 Gallon	\$8.00	\$8.72
212	Simpson Stopper/ Myrcianthes fragrans	7 Gallon	\$30.00	\$32.70
213	Society Garlic/ Tulbaghia violacea	1 Gallon	\$5.00	\$5.45
214	Spanish Stopper/ Eugenia foetida	3 Gallon	\$15.00	\$16.35
215	Spanish Stopper/ Eugenia foetida	7 Gallon	\$45.00	\$49.05
216	Starburst / Clerodendrum quadriloculare	7 Gallon	\$30.00	\$32.70
217	Thyallis/ Galphimia gracilis	3 Gallon	\$8.75	\$9.54
218	Ti Plant/ Cordyline fruticosa ' Red Sister'	3 Gallon	\$10.00	\$10.90
219	Ti Plant/ Cordyline fruticosa ' Xerox'	3 Gallon	\$10.00	\$10.90
220	Ti Plant/Cordyline fruticosa 'Auntie Lou'	3 Gallon	\$12.00	\$13.08
221	Walter's Viburnum/ Viburnum obovatum	3 Gallon	\$10.00	\$10.90
222	Walter's Viburnum/ Viburnum obovatum	7 Gallon	\$30.00	\$32.70
223	Sweet Viburnum/ Viburnum odoratissimum	3 Gallon	\$10.00	\$10.90
224	Sweet Viburnum/ Viburnum odoratissimum var. awabuki	3 Gallon	\$12.00	\$13.08
225	Sweet Viburnum/ Viburnum odoratissimum var. awabuki	7 Gallon	\$35.00	\$38.15
226	Sweet Viburnum/ Viburnum odoratissimum var. awabuki	15 Gallon	\$75.00	\$81.75
227	Sandankwa Viburnum / Viburnum suspensum	3 Gallon	\$8.75	\$9.54
228	Sandankwa Viburnum / Viburnum suspensum	7 Gallon	\$32.00	\$34.88
229	Sandankwa Viburnum / Viburnum suspensum	15 Gallon	\$75.00	\$81.75
230	Wax myrtle/Myrica cerifera	3 Gallon	\$8.75	\$9.54
231	Wax myrtle/Myrica cerifera	7 Gallon	\$32.00	\$34.88
232	White Indigo Berry/ Randia aculeata	3 Gallon	\$14.00	\$15.26
233	White Indigo Berry/ Randia aculeata	7 Gallon	\$50.00	\$54.50
234	White Stopper/ Eugenia axillaris	3 Gallon	\$8.75	\$9.54
235	Wild Coffee/ Psychotria nervosa	3 Gallon	\$8.75	\$9.54
236	Yaupon Holly/ Ilex vomitoria 'Nana'	3 Gallon	\$10.00	\$10.90
237	Yaupon holly / Ilex vomitoria ' Stokes dwarf'	3 Gallon	\$10.00	\$10.90
238	Yesterday/Today/Tomorrow Brunfelsia grandiflora	3 Gallon	\$12.00	\$13.08
239	Yesterday/Today/Tomorrow Brunfelsia grandiflora	7 Gallon	\$35.00	\$38.15
240	Zamia furfuracea/Cardboard palm	3 Gallon	\$17.50	\$19.08
241	Zamia furfuracea/Cardboard palm	7 Gallon	\$65.00	\$70.85

242	Zamia pumila/Coontie	1 Gallon	\$5.00	\$5.45
243	Zamia pumila/Coontie	3 Gallon	\$22.00	\$23.98
244	Zamia pumila/Coontie	7 Gallon	\$50.00	\$54.50
Item	Description	Unit of Measure	Mark Up Percent	Mark Up Percent Offered
245	OTHER MISCELLANEOUS PLANT MATERIAL/SHRUBS - This line item is for "Plant Material/Shrubs" not listed in Section B. Proposer shall provide a quote for "Plant Material/Shrubs" not listed in Section B to the City Project Manager on an as needed basis using the percentage Mark-Up proposed. The quote shall reference the wholesale cost of the	Percent (%)	150.0%	150.0%
SECTION C: TREES (Unit Prices shall include Supply, Deliver and Install)				
246	Bald Cypress / Taxodium distichum	15 Gallon/ 6' OA min.	\$75.00	\$81.75
247	Bald Cypress / Taxodium distichum	10' OA min.	\$250.00	\$272.50
248	Bald Cypress / Taxodium distichum	30 Gallon/ 11' OA min.	\$260.00	\$272.50
249	Bald Cypress / Taxodium distichum	45 Gallon/ 12' OA min.	\$375.00	\$408.75
250	Bald Cypress / Taxodium distichum	65 Gallon/ 14' OA min.	\$500.00	\$545.00
251	Black Ironwood / Krugiodendron ferreum	45 Gallon/ 10' OA min.	\$400.00	\$436.00
252	Blolly Tree / Guapira discolor	3 Gallon	\$42.00	\$13.08
253	Blolly Tree / Guapira discolor	25 Gallon/ 10' OA min.	\$275.00	\$299.75
254	Bulnesia, Verawood / Bulnesia arborea	25 Gallon/ 10' OA min.	\$275.00	\$299.75
255	Brazil Beauty leaf/ Calophyllum brasiliense	10-12' OA	\$275.00	\$299.75
256	Brazil Beauty leaf/ Calophyllum brasiliense	13-15' OA	\$400.00	\$436.00
257	Brazil Beauty leaf/ Calophyllum brasiliense	16-18' OA	\$575.00	\$626.75
258	Brazil Beauty leaf/ Calophyllum brasiliense	19-20' OA	\$250.00	\$272.50
259	Crape Myrtle/ Lagerstroemia indica (Assorted Varieties)	30 Gallon/ 10' OA min.	\$375.00	\$408.75
260	Crape Myrtle/ Lagerstroemia indica (Assorted Varieties)	45 Gallon/ 12' OA min.	\$300.00	\$327.00
261	Dahoon Holly / Ilex cassine	10' OA min.	\$275.00	\$299.75
262	Fiddle Wood/ Citharexylum spinosum	45 Gallon	\$395.00	\$430.55
263	Florida Red Bay / Persea borbonia	10' OA min.	\$300.00	\$327.00
264	Floss Silk Tree / Celba speciosa	30 Gallon/ 10' OA min.	\$275.00	\$299.75
265	Floss Silk Tree / Celba speciosa	12' OA min.	\$375.00	\$408.75
266	Geiger Tree/ Cordia sebestena	30 Gallon/ 10' OA min.	\$275.00	\$299.75
267	Geiger Tree/ Cordia sebestena	45 Gallon/ 12' OA min.	\$375.00	\$408.75
268	Green Buttonwood / Conocarpus erectus	10-12' OA	\$275.00	\$299.75
269	Green Buttonwood / Conocarpus erectus	12.5-14' OA	\$375.00	\$408.75
270	Gumbo Limbo Tree/ Bursera simaruba	10-12' OA	\$275.00	\$299.75
271	Gumbo Limbo Tree/ Bursera simaruba	12.5-15' OA	\$375.00	\$408.75
272	Hong Kong Orchid / Bauhinia X blakeana	9-11' OA	\$275.00	\$299.75
273	Hong Kong Orchid / Bauhinia X blakeana	12-14' OA	\$375.00	\$408.75
274	Jacaranda / Jacaranda mimosifolia	10-12' OA	\$275.00	\$299.75
275	Jacaranda / Jacaranda mimosifolia	12.5-14' OA	\$350.00	\$381.50
276	Japanese Fern Tree/ Filicium decipiens	10' OA min.	\$325.00	\$354.25
277	Japanese Fern Tree/ Filicium decipiens	12' OA min.	\$425.00	\$463.25
278	Jatropha- Peregrina/ Jatropha integririma	8-10' STD	\$295.00	\$321.55
279	Lignum Vitae/ Guaiacum officinale	6-8' OA	\$450.00	\$490.50
280	Native Lignum Vitae/ Guaiacum sanctum	25 Gallon/ 6' OA min.	\$500.00	\$545.00
281	Native Lignum Vitae/ Guaiacum sanctum	45 Gallon/ 8' OA min.	\$650.00	\$708.50
282	Pigeon Plum / Coccoloba diversifolia	10' OA min.	\$275.00	\$299.75
283	Pigeon Plum / Coccoloba diversifolia	12' OA min.	\$375.00	\$408.75
284	Mastic Tree / Sideroxylon foetidissimum	7 Gallon	\$45.00	\$49.05
285	Mastic Tree / Sideroxylon foetidissimum	25 Gallon	\$275.00	\$299.75
286	Paradise Tree/ Simarouba glauca	10' OA	\$275.00	\$299.75
287	Pink Trumpet Trees/ Tabebuia heterophylla FG	10-12' OA	\$375.00	\$408.75
288	Pink Trumpet Trees/ Tabebuia heterophylla FG	12.5-15' OA	\$375.00	\$408.75
289	Pitch Apple / Clusia rosea	45 Gallon	\$275.00	\$299.75
290	Pitch Apple/ Clusia rosea FG	12-14' OA	\$275.00	\$299.75
291	Purple Trumpet Trees/ Tabebuia impetiginosa	30 Gallon/ 10-12' OA	\$300.00	\$327.00
292	Glossy Privet/ Ligustrum japonicum	30 Gallon/ 5' OA min.	\$350.00	\$381.50
293	Glossy Privet/ Ligustrum japonicum	45 Gallon/ 7' OA min.	\$350.00	\$381.50
294	Privet / Ligustrum FG	8 - 10' OA	\$495.00	\$539.55
295	Privet / Ligustrum FG	10.5 - 12' OA	\$900.00	\$981.00
296	Live Oak Tree/ Quercus virginiana	30 Gallon	\$275.00	\$299.75
297	Live Oak Tree/ Quercus virginiana	45 Gallon	\$425.00	\$463.25
298	Live Oak Tree/ Quercus virginiana	3" Caliper	\$550.00	\$599.50
299	Live Oak Tree/ Quercus virginiana	4" Caliper	\$850.00	\$926.50
300	Live Oak Tree/ Quercus virginiana	5" Caliper	\$1,500.00	\$1,635.00

301	Live Oak Tree/ Quercus virginiana	6" Caliper	\$2,000.00	\$2,180.00
302	Mahogany/ Swietenia mahoganii FG	10-12' OA	\$275.00	\$299.75
303	Mahogany/ Swietenia mahoganii FG	12.5-14' OA	\$375.00	\$408.75
304	Purple Glory Tree/Tibouchina granulosa	8' STD	\$260.00	\$272.50
305	Queen Crape Myrtle/ Lagerstroemia speciosa	10-12' OA	\$325.00	\$354.25
306	Red Maple/ Acer rubrum	30 Gallon/ 10' OA min.	\$275.00	\$299.75
307	Royal Poinciana Tree/ Delonix regia FG	10-12' OA	\$275.00	\$299.75
308	Royal Poinciana Tree/ Delonix regia FG	12.5-15' OA	\$375.00	\$408.75
309	Satin Leaf / Chrysophyllum oliviforme	10-12' OA	\$295.00	\$321.55
310	Satin Leaf / Chrysophyllum oliviforme	12.5-14' OA	\$375.00	\$408.75
311	Seagrape/Coccoloba uvifera	10' STD	\$275.00	\$299.75
312	Seagrape/Coccoloba uvifera	12' STD	\$350.00	\$381.50
313	Silver Buttonwood/ Conocarpus erectus sericeus	10-12' STD	\$275.00	\$299.75
314	Silver Trumpet / Tabebuia caraiba FG	10-12' OA	\$275.00	\$299.75
315	Silver Trumpet / Tabebuia caraiba FG	12.5-14' OA	\$375.00	\$408.75
316	Slash Pine/ Pinus elliottii var. densa	7 Gallon	\$50.00	\$54.50
317	Slash Pine/ Pinus elliottii var. densa	15 Gallon	\$75.00	\$81.75
318	Slash Pine/ Pinus elliottii var. densa	8-10' OA	\$275.00	\$299.75
319	Slash Pine/ Pinus elliottii var. densa	11-12' OA	\$325.00	\$354.25
320	Slash Pine/ Pinus elliottii var. densa	13-15' OA	\$350.00	\$381.50
321	Small Leaf Clusia / Clusia flava	25 Gallon	\$275.00	\$299.75
322	Small Leaf Clusia / Clusia flava	8-10' OA	\$275.00	\$299.75
323	Small Leaf Clusia / Clusia flava	10.5-12' OA	\$375.00	\$408.75
324	Spicewood / Calyptranthes pallens	7 Gallon	\$55.00	\$59.95
325	Wild Tamarind/ Lysiloma latisiliquum FG	8-10' OA	\$260.00	\$272.50
326	Wild Tamarind/ Lysiloma latisiliquum FG	10.5-12' OA	\$275.00	\$299.75
327	Wild Tamarind/ Lysiloma latisiliquum FG	12.5-14' OA	\$375.00	\$408.75
328	Yellow Poinciana / Peltophorum dubium	10' OA	\$275.00	\$299.75
Item	Description	Unit of Measure	Mark Up Percent Offered	Mark Up Percent Offered
329	OTHER TREES - This line item is for "Trees" not listed in Section C. Proposer shall provide a quote for "Trees" not listed in Section C to the City Project Manager on an as needed basis using the percentage Mark-Up proposed. The quote shall reference the wholesale cost of the material (which shall be a pass through cost), plus a percentage mark-up of the cost of the material. The cost of the material must be in line with industry standards. The City may request proof of invoice from wholesaler/supplier supplying material.	Percent (%)	150.0%	150.0%
SECTION D: RELOCATION / TRANSPLANTING (Unit Prices shall include Relocation/Transplanting)				
330	Relocation/Transplanting of Shrubs less than 3' ht.	EA	\$3.25	\$3.54
331	Relocation/Transplanting of Shrubs between 3.5' and 6' ht.	EA	\$6.50	\$7.09
332	Relocation/Transplanting of Shrubs between 6.5 and 10' ht.	EA	\$25.00	\$27.25
333	Relocation/Transplanting of Palms up to 10' OA	EA	\$450.00	\$163.50
334	Relocation/Transplanting of Palms over 10' up to 14' OA	EA	\$175.00	\$190.75
335	Relocation/Transplanting of Palms over 14' up to 18' OA	EA	\$200.00	\$218.00
336	Relocation/Transplanting of Palms over 18' up to 22' OA	EA	\$350.00	\$381.50
337	Relocation/Transplanting of Palms over 22' up to 26' OA	EA	\$500.00	\$545.00
338	Relocation/Transplanting of Palms over 26' up to 30' OA	EA	\$750.00	\$817.50
339	Relocation/Transplanting of Palms over 30' up to 34' OA	EA	\$950.00	\$1,035.50
340	Relocation/Transplanting of Palms over 34' up to 38' OA	EA	\$1,200.00	\$1,308.00
341	Relocation/Transplanting of Canopy Trees up to 3" Caliper	EA	\$300.00	\$327.00
342	Relocation/Transplanting of Canopy Trees over 3" Caliper up to 5"	EA	\$350.00	\$381.50
343	Relocation/Transplanting of Canopy Trees over 5" Caliper up to 7"	EA	\$750.00	\$817.50
344	Relocation/Transplanting of Canopy Trees over 7" Caliper up to 9"	EA	\$1,200.00	\$1,308.00
345	Relocation/Transplanting of Canopy Trees over 9" Caliper up to 11"	EA	\$1,350.00	\$1,471.50
346	Relocation/Transplanting of Canopy Trees over 11" Caliper up to 13"	EA	\$1,350.00	\$1,471.50
347	Relocation/Transplanting of Canopy Trees over 13" Caliper up to 15"	EA	\$1,350.00	\$1,471.50
SECTION E: REMOVAL & DISPOSAL OF CITY EXISTING PLANT MATERIAL/STUMPS - (Unit Prices shall include Removal and Disposal Services)				
348	Tree ranging in size in feet: 3.5' - 5'	EA	\$45.00	\$49.05
349	Tree ranging in size in feet: 5.5' - 10'	EA	\$75.00	\$81.75
350	Tree ranging in size in feet: 10.5' - 15'	EA	\$125.00	\$136.25
351	Tree ranging in size in feet: 15.5' - 20'	EA	\$250.00	\$272.50

352	Tree ranging in size in feet: 20.5' - 25'	EA	\$275.00	\$299.75
353	Tree ranging in size in feet: 25.5' - 30'	EA	\$625.00	\$572.25
354	Tree ranging in size in feet: 30.5' - 35'	EA	\$750.00	\$817.50
355	Tree ranging in size in feet: 35.5' - 45'	EA	\$800.00	\$981.00
356	Tree ranging in size in feet: 45.5' - 50'	EA	\$1,200.00	\$1,308.00
357	Tree ranging in size in feet: 50.5' - 55'	EA	\$1,500.00	\$1,635.00
358	Palm ranging in size in feet: 3.5' - 5'	EA	\$45.00	\$49.05
359	Palm ranging in size in feet: 5.5' - 10'	EA	\$75.00	\$81.75
360	Palm ranging in size in feet: 10.5' - 15'	EA	\$400.00	\$109.00
361	Palm ranging in size in feet: 15.5' - 20'	EA	\$275.00	\$299.75
362	Palm ranging in size in feet: 20.5' - 25'	EA	\$425.00	\$463.25
363	Palm ranging in size in feet: 25.5' - 35'	EA	\$425.00	\$463.25
364	Palm ranging in size in feet: 35.5' - 45'	EA	\$750.00	\$817.50
365	Palm ranging in size in feet: 45.5' - 55'	EA	\$900.00	\$981.00
366	Clumping palm ranging in size in feet: 1-5'	EA	\$10.00	\$10.90
367	Clumping palm ranging in size in feet: 5.5-10'	EA	\$25.00	\$27.25
368	Clumping palm ranging in size in feet: 10.5-15'	EA	\$50.00	\$54.50
369	Clumping palm ranging in size over 15' to 25'	EA	\$275.00	\$299.75
370	Plants and Shrubs ranging in size in feet: 1' - 3'	EA	\$4.00	\$4.36
371	Plants and Shrubs ranging in size in feet: 3.5' - 5'	EA	\$7.60	\$8.18
372	Plants and Shrubs ranging in size in feet: 5.5' - 10'	EA	\$20.00	\$21.80
373	Plants and Shrubs ranging in size in feet: 10.5' - 15'	EA	\$50.00	\$54.50
374	Removal of Sod (All types)	Square Foot	\$0.35	\$0.39
375	Removal of Weeds/fern beds	Square Foot	\$0.35	\$0.38
376	Stump Removal less than 5" diameter	EA	\$40.00	\$43.60
377	Stump Removal Greater than 5" dia and less than 10" diameter	EA	\$125.00	\$136.25
378	Stump Removal Greater than 10" dia and less than 15" diameter	EA	\$200.00	\$218.00
379	Stump Removal Greater than 15" dia and less than 20" diameter	EA	\$325.00	\$354.25
380	Stump Removal Greater than 20" dia and less than 25" diameter	EA	\$350.00	\$381.50
SECTION F: SOD / MULCH / TOPSOIL/ MISC				
381	SUPPLY & INSTALL RED MULCH	Cubic Feet	\$1.75	\$1.91
382	SUPPLY & INSTALL OF SOD, ST.AUGUSTINE FLORATAM	Square Foot	\$0.65	\$0.71
383	SUPPLY, INSTALL & GRADE TOP SOIL (NON BULK)	50 LB. BAG	\$5.00	\$5.45
384	SUPPLY, INSTALL & GRADE TOP SOIL (BULK, TRUCK LOAD)	Cubic Yard	\$40.00	\$43.60
385	SUPPLY & INSTALL PINE STRAW MULCH	Cubic Feet	\$1.75	\$1.91
386	STRAIGHTEN AND RE-STAKE PALMS	Less than 12' ht.	\$50.00	\$54.50
387	STRAIGHTEN AND RE-STAKE PALMS	>12' TO 18' OA	\$75.00	\$81.75
388	STRAIGHTEN AND RE-STAKE PALMS	> 18' TO 25' OA	\$100.00	\$109.00
389	STRAIGHTEN AND RE-STAKE CANOPY TREES	3" caliper or smaller	\$50.00	\$54.50
390	STRAIGHTEN AND RE-STAKE CANOPY TREES	>3" caliper to 6" caliper	\$100.00	\$109.00
391	STRAIGHTEN AND RE-STAKE CANOPY TREES	>6" caliper to 10" caliper	\$175.00	\$190.75
392	STRAIGHTEN AND RE-STAKE CANOPY TREES	>10" caliper to 15" caliper	\$250.00	\$272.50

PRICE ADJUSTMENTS AND PAYMENT

1. Price Adjustments

Prior to each renewal term only, the CONTRACTOR may submit for a price adjustment. Annual adjustment will be based on the latest yearly percentage increase or decrease of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) for Miami-Fort Lauderdale West Palm Beach, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the May publication for the then current year.

CONTRACTOR shall provide the CITY with a written request for adjustment for each individual Section A – F for an increase to the unit prices with the supporting document of the CPI-U as identified herein.

Any request for adjustment to unit prices shall be provided to the CITY no later than thirty (30) days prior to renewal date and provided to the attention of the City Project Manager. It shall be the responsibility of the sender to confirm receipt of the annual adjustment request.

The CITY will issue an Amendment to the Agreement to approve the updated unit prices.

2. Price Increases Due to Market Conditions following a Hurricane

The CITY acknowledges that market conditions can create fluctuation in pricing and/or availability of the item specified. The CITY may, in its sole discretion, make an equitable adjustment in the agreement terms and/or pricing if pricing or availability of supply is directly affected by a Hurricane that destroys nursery stock normally available from the nursery locations identified as being used by the CONTRACTOR.

The circumstances must:

1. be beyond the control of the CONTRACTOR
2. affect the marketplace or industry, not just the particular agreement source of supply
3. substantially affect pricing or availability of supply
4. affect the CONTRACTOR such that continued performance of the agreement would result in a substantial loss

The requested adjustment must be fully documented and submitted to the City Project Manager. The CITY may, after examination and reference to industry publications, refuse to accept the adjusted costs if they are not properly documented or increases are considered to be excessive. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the CITY may terminate agreement in accordance with termination clause(s) herein. If the CITY accepts pricing adjustments, the CITY will issue an Amendment to the Agreement to approve the updated unit prices.

3. Market Prices

CONTRACTOR may at any time during the Agreement offer lower unit prices to pass on any cost savings to the CITY and reflect reduced unit prices in the Work Authorization form.

4. Post-Sale Audit Adjustment

All items/services sold to the CITY as a result of this Agreement are subject to Post Sale Audit Adjustment. In the event an audit reveals the CONTRACTOR has not honored unit prices, CONTRACTOR will be liable for any and all overstated charges by issuance of a credit memo or check, whichever is determined by the CITY.

5. Payment

The CITY's payment term are Net 30 days. The CITY's intent is to pay 100% of the work detailed on each Work Authorization form after all items have been satisfactorily completed in full by the CONTRACTOR and accepted by the CITY. Partial Payment may only be utilized with the approval of the CITY. The City Project Manager will make final inspection of the material covered under the Work Authorization form and shall approve work before payment is authorized. Failure in the CONTRACTOR's responsibility as outlined may result in either one or any of the following as determined by the CITY: a) Request for immediate replacement and/or correction of partial or entire order, b) Payment withholding until compliance is received and approval granted, c) Terminate the Work Authorization in part or in full. Invoice must reference purchase and work order numbers.



6978 NW 81st Terrace, Parkland, Florida, 33067
 Tel: 954-661-0124 fax: 954-752-5529
 E-mail: Drew@gardeningangelnursery.com

April 17, 2023

Adelina Gross
 CIP Manager, Opa-locka
agross@opalockafl.gov

RE: Tree Installation—installed price

129	45g	#259 Crape Myrtle-asst. colors	@ \$408.75ea	\$52,728.75
129	12'	#315 White Tabebuia	@ \$408.75ea	\$52,728.75
258		Tree Diapers	@ \$ 35.00ea	\$ 9,030.00
8		Weeks Watering Service	@ \$700.00per week	\$ 5,600.00
Total				<u>\$120,087.50</u>

Thanks,

Drew

Opa-Locka 2023 Tree Grant Map

Untitled layer



Point 1



Point 2



Point 3



Point 4



Point 5

Tabebuia Bahamensis(Yellow
Tab/Bahama Tab 12')



Tabebuia Bahamensis(Yellow
Tab/Bahama Tab 12')



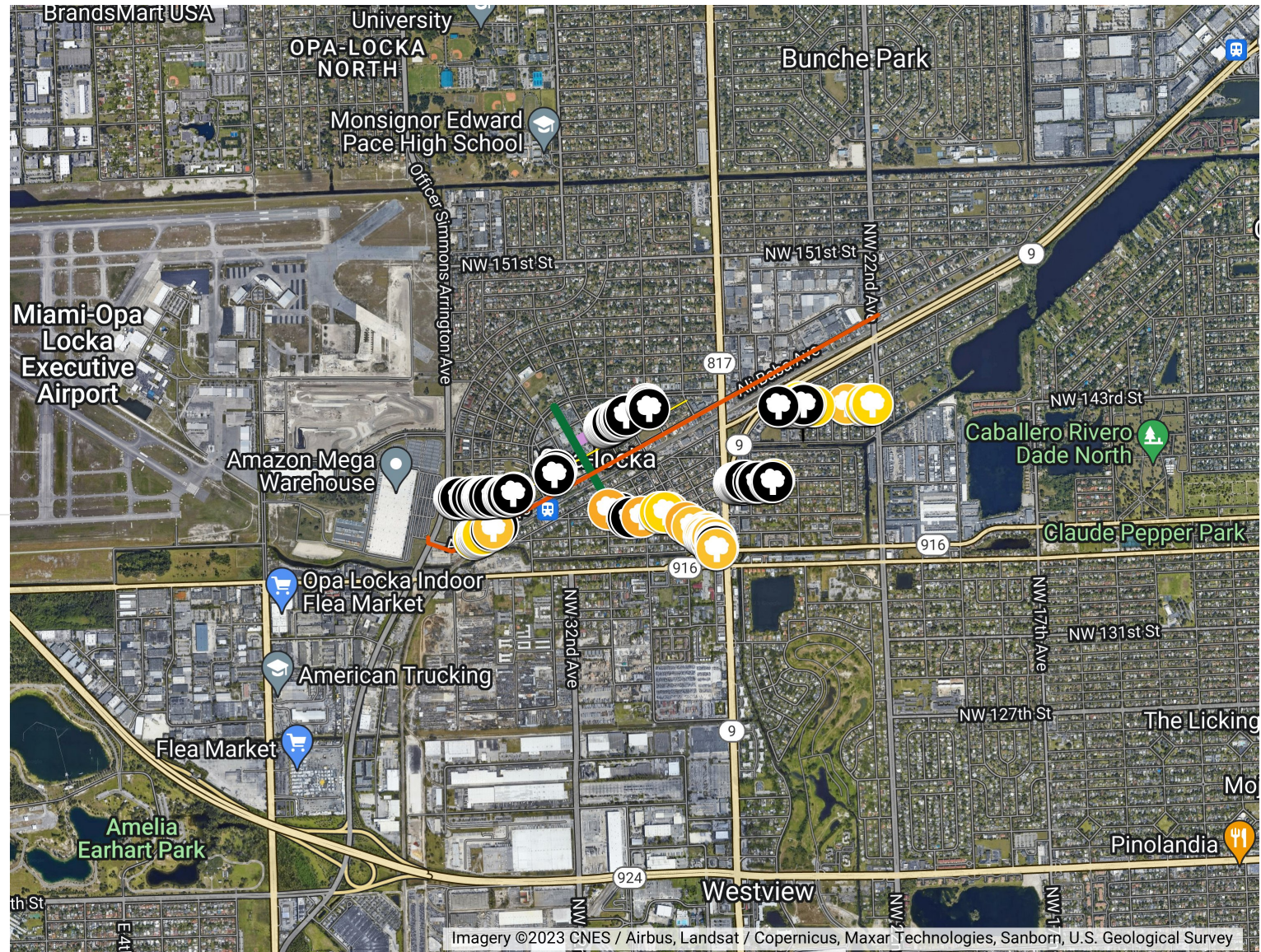
Tabebuia Bahamensis(Yellow
Tab/Bahama Tab 12')



Tabebuia Bahamensis(Yellow
Tab/Bahama Tab 12')



Tabebuia Bahamensis(Yellow
Tab/Bahama Tab 12')



RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO SOLICIT THROUGH A REQUEST FOR QUALIFICATIONS (RFQ) ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES; TO ESTABLISH A RENEWED LIBRARY OF QUALIFIED CONSULTANTS FOR FUTURE PROJECTS ON AN AS NEEDED BASIS FOR AN INITIAL TERM OF THREE (3) YEARS, WITH ONE (1) THREE YEAR RENEWAL OPTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") has an ongoing need for architectural and engineering services related to citywide infrastructure and construction projects; and

WHEREAS, the City desires to issue a Request for Qualifications (RFQ) to obtain various Architectural and Engineering Consulting Services within the City, including Environmental Services, Geotechnical Services, Landscape Architecture, Planning and Community Development, Public Facilities Architectural and Engineering Services, Stormwater Management and Design Services, and Transportation Planning and Engineering Services; and

WHEREAS, the City currently receives these services from a group of engineering firms engaged under a prior RFQ. These contracts expire as of June 30, 2023; and

WHEREAS, in accordance with Florida State Statute 287.055, the Consultants' Competitive Negotiations Act ("CCNA"), Architectural and Engineering Consulting Services need to be procured in a specified way; and

WHEREAS, the Interim City Manager has requested that the City advertise on DemandStar, and through other relevant means, a Request for Qualifications, attached in Exhibit "A" hereto; and

WHEREAS, the City is seeking to establish a renewed library of qualified consultants for future projects on an as needed basis and for an initial term of three (3) years, with one (1) three year renewal option; and

WHEREAS, the City Commission desires to approve issuance of the Request for Qualifications (RFQ), substantially in the same form attached hereto as Exhibit "A". The RFQ shall be issued in a broad way to attract a wide range of potential bidders both electronically and through the utilization of local publications, with the latter mode of communication estimated to cost up to Three Thousand Dollars (\$3,000.00); and

WHEREAS, the City Commission finds it is the best interest of the City to procure Architectural and Engineering Consulting Services at this time and to further pursue Continuing Services Agreements with qualified vendors.

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

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the Interim City Manager to solicit, through a Request For Qualifications (RFQ) substantially in the same form attached hereto as Exhibit "A", Architectural and Engineering Consulting Services and to establish a renewed Library of qualified consultants for future projects on an as needed basis for an initial term of three (3) years, with one (1) three year renewal option and further authorizes the spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed appropriate.

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:	Darvin Williams		
Commission Meeting Date: (Enter X in box)	05.24.2023		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
				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 issue an RFQ for Professional Engineering Services.

Staff Summary:

The City of Opa-locka would like to request proposals from qualified respondents to provide Professional Architectural and Engineering Consulting Services (CCNA) on behalf of the city. The services include but are not limited to: Environmental Services, Geotechnical Services, Landscape Architecture, Planning and Community Development, Public Facilities Architectural and Engineering Services, Stormwater Management and Design Services, and Transportation Planning and Engineering Services. The City currently receives these services from a group of engineering firms engaged under a prior RFQ, but these contracts expire as of June 30, 2023.

Financial Impact – To ensure the proposed RFQ gets the broadest possible distribution, it will be advertised both electronically and in various publications. This advertising may cost up to \$3,000, and there is a budget in the Non-Department Division for this purpose.

Proposed Action:

Staff recommends the City Commission approve the legislation authorizing the Interim City Manager to issue an RFQ to obtain qualified consultants to perform Professional Architectural and Engineering Consulting Services (CCNA).

Attachment:

CITY OF OPA-LOCKA



REQUEST FOR QUALIFICATION

RFQ 23-XXXXXX

PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES

City of Opa-locka 780 Fisherman Street, Opa-locka, FL 33054

Table of Contents

PUBLIC NOTICE.....	1
1 INFORMATION FOR THE PROPOSERS.....	3
1.1 INTRODUCTION / GENERAL BACKGROUND.....	3
1.2 SCHEDULE OF EVENTS	4
1.3 CONE OF SILENCE	4
1.4 ADDENDA.....	6
1.5 CERTIFICATION	6
1.6 ECONOMY OF PREPARATION.....	6
1.7 INTERVIEWS	6
1.8 STATEMENTS OF QUALIFICATIONS BINDING	6
1.9 PUBLIC RECORDS	6
1.10 PROPOSAL DISCLOSURE.....	6
1.11 PROPOSAL WITHDRAWAL	6
1.12 RETENTION OF RESPONSES	7
1.13 REQUESTS FOR INFORMATION / CLARIFICATION	7
1.14 IRREGULARITIES & RESERVATION OF RIGHTS.....	7
1.15 RESPONSE /PRESENTATION COSTS	7
1.16 LATE SUBMISSIONS	7
1.17 COMPLETENESS.....	8
1.18 PERMITS, TAXES, LICENSES	8
1.19 LAWS AND ORDINANCES	8
1.20 TERMS OF ENGAGEMENT.....	8
1.21 PROPOSAL PRICING–NOT TO BE INCLUDED	8
1.22 RESPONSE /PRESENTATION COSTS	8
2 SCOPE OF WORK AND SERVICES NEEDED BY THE CITY	9
2.1 SCOPE OF WORK.....	9
2.2 SERVICES.....	9
2.3 DESCRIPTION OF DISCIPLINES.....	10
3 RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION	12
3.1 GENERAL RESPONSE INSTRUCTIONS & SUBMITTAL DEADLINE.....	12
3.2 RESPONSE/STATEMENT OF QUALIFICATIONS REQUIREMENTS.....	12
3.3 REQUIREMENTS.....	12
3.4 RESPONSE EVALUATION CRITERIA.....	15
3.5 SELECTION PROCESS.....	19
4 CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS.....	20
5 FORMS, AFFIDAVITS, AND EXHIBITS.....	33
FORM 1 - RESPONSE CHECKLIST	34

FORM 2 - COMPANY QUALIFICATIONS QUESTIONNAIRE.....	35
FORM 3A - CERTIFICATE OF AUTHORITY.....	38
FORM 3B - CERTIFICATE OF AUTHORITY.....	39
FORM 4 - ACKNOWLEDGEMENT OF ADDENDA.....	39
FORM 5 – SINGLE EXECUTION AFFIDAVIT.....	41
FORM 6 - CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS	
50	
FORM 7 - DISPUTE DISCLOSURE.....	51
FORM 8 - KEY STAFF & PROPOSED SUBCONTRACTORS KEY STAFF.....	52
FORM 9 - REFERENCES.....	54
FORM 10 - E-VERIFY AFFIDAVIT.....	57
FORM 11 – IRS FORM W-9.....	58
EXHIBIT A – FORM OF CONTINUING PROFESSIONAL SERVICES AGREEMENT.....	59
EXHIBIT B – MAP OF THE CITY OF OPA-LOCKA.....	61



PUBLIC NOTICE

RFQ Name: Professional Architectural & Engineering Services
RFQ No.: 23-XXXXXX
Pre-Bid Meeting Conference: **OPTIONAL**, 10:30 AM(EST) via Teams and on site at:
CITY OF OPA-LOCKA 780 Fisherman Street, 4th Floor,
Opa-Locka, FL 33054
Response Deadline: **Date and Time:** 2:30 PM(EST)

Pursuant to Florida Statutes §287.055, the Firms' Competitive Negotiation Act ("CCNA"), the City of Opa-locka ("City") has issued a Request for Qualifications ("RFQ") to interested and qualified architectural and engineering firms to receive sealed qualifications packages ("Responses" or "Statements of Qualifications") for selection to provide continuing professional architecture and/or engineering services to the City. Qualified architecture and engineering firms are invited to submit Statements of Qualifications in response to the RFQ. The City intends to pre-qualify additional Firms and retain one or more firms qualified under separate continuing services agreements for general professional architectural and engineering services within the City. No minimum amount of such professional services or compensation will be assured to any of the firms so retained, and the City shall not be prevented in any manner from retaining other firms in its sole discretion to perform any such work.

Sealed Proposals for Professional Architectural and Engineering Services will be received by the City of Opa-locka Clerk's office. Submissions must be received by the City no later than **2:30 PM(EST) TBA, 2023**. Any Response received after the time and date first mentioned above, whether by mail or otherwise, will be returned unopened. Respondents are responsible for ensuring that their Proposal is received in the Clerk's Office by the deadline. 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

In addition, the City will accept electronic submitted proposals via www.demandstar.com (e-bid). An original version of the proposal shall be uploaded into DemandStar and marked "Response to City of Opa-locka RFQ 23-XXXXXX for Continuing Professional Architectural and Engineering Services."

Interested firms may obtain the full RFQ through DemandStar portal (www.demandstar.com). If firms elect to use DemandStar, it is strongly encouraged to register with the website to receive notifications pertaining to this solicitation. All notices and any addenda issued by the City with respect to the RFQ will be made available through the DemandStar portal. It is the firm's sole

responsibility to ensure receipt of any issued notice or addenda relating to this RFQ once posted to DemandStar.

An **OPTIONAL** pre-bid meeting for interested firms will be held ON SITE and via Teams Meeting on **TBA** at **9:30 AM (EST)**.

TBA

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami-Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning RFQ's, RFQ's or Bids, until such time as a written recommendation is presented to the City Manager, the Mayor and Commissioners' Board concerning the transaction. Procedures regarding the Cone of Silence can be found in the Request for Qualifications documents.

All questions or requests for information or clarification pertaining to this RFQ must be made in writing via email.

The City's point of contacts for this RFQ:

City Clerk

Joanna Flores
780 Fisherman Street
Fourth Floor
Opa-Locka, FL 33054
Phone: (305) 688-4611
jflores@Opalockafl.gov

Procurement Officer

Jay Bergel
780 Fisherman Street
Opa-Locka, Florida 33054
jbergel@opalockafl.gov

1 INFORMATION FOR THE PROPOSERS

1.1 INTRODUCTION / GENERAL BACKGROUND

Pursuant to Florida Statutes §287.055, the Firms' Competitive Negotiation Act ("CCNA"), as may be amended, which governs the acquisition of professional engineering, landscape, architectural, and surveying and mapping services, the City of Opa-locka (the "City"), a municipality located in Miami- Dade County, Florida, hereby requests qualifications for the selection of one or more firms (collectively, the "Firm").

The City intends to pre-qualify additional Firms and retain one or more firms qualified under separate continuing services agreements for general professional architectural and engineering services within the City. No minimum amount of such professional services or compensation will be assured to any of the firms so retained, and the City shall not be prevented in any manner from retaining other firms in its sole discretion to perform any such work.

Florida law requires the City to make a determination of a respondent's qualifications to perform the Services prior to engagement. The information used in this request for qualifications ("RFQ") will be used by the City to make its determination.

As provided in the CCNA, the selected firm(s) will be retained under a continuing contract and shall be required to provide services on an on-going, as-needed basis, on various projects and assignments. These services shall include, but shall not be limited to, those specified contemplated in this RFQ as identified in this Section 1.1 and described further in Section 2.

The retained Firm(s) shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines. Firms should provide in-house capability for all the required services, but subcontracting for specialty services will be considered. The qualifications and selection of Firms shall be in accordance with the CCNA. Firms must be currently licensed to practice in the State of Florida.

1.2 **SCHEDULE OF EVENTS**

The following schedule shall govern this RFQ. The City reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of RFQ (Cone of Silence Begins)	TBD	
2	Pre-Bid Meeting	TBD	
3	Closing Date for Proposer Questions	TBD	
4	City's Answers to Questions by Proposers	TBD	
5	Proposals Due & Opened (via virtual meeting on Teams – City will provide instructions for access) and Onsite.	TBD	
6	City Staff Member's Review of Proposals for Responsiveness	TBD	
7-A	Evaluation Committee Meeting	TBD	
7-B	Presentations by Firms (if requested)		
8	City Manager Issues Recommendation to Commissioners	TBD	
9	Commission Meeting to Select Firm(s) and Authorize Negotiations	TBD	
10	Negotiations	TBD	As needed
11	Commission Meeting to Approve Negotiated Agreement(s)	TBD	

1.3 **CONE OF SILENCE**

Notwithstanding any other provision in this RFQ, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this RFQ.

The Cone of Silence shall be imposed on this RFQ upon its advertisement. The Cone of Silence prohibits the following activities:

- 1.3.1 Any communication regarding this RFQ between a potential Firm, service provider, Respondent, lobbyist or Firm and the City's professional staff.
- 1.3.2 Any communication regarding this RFQ between the Mayor, Commission members and any member of the Mayor and Commission's professional staff.
- 1.3.3 Any communication regarding this RFQ between a potential Firm, service provider, Respondent, lobbyist or Firm and any member of a selection committee.

- 1.3.4 Any communication regarding this RFQ between the Mayor, Commission members, and any member of the selection committee.
- 1.3.5 Any communication regarding this RFQ between any member of the City's professional staff and any member of the selection committee; and
- 1.3.6 Any communication regarding this RFQ between a potential Firm, service provider, Respondent, lobbyist or Firm and the Mayor or Commission.

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Commission. However, if the City Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

1. Oral communications at pre-bid conferences.
2. Oral presentations before selection of evaluation committees.
3. Public presentations made to the City Commission during any duly noticed public meeting.
4. Written communications regarding a particular RFQ, RFQ, or bid between a potential Firm, service provider, Respondent, bidder, lobbyist or Firm and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFQ, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
5. Communications with the City Attorney and his or her staff.
6. Duly noticed site visits to determine the competency of bidders/Respondents regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation.
7. Any emergency procurement of goods or services pursuant to City Code.
8. Responses to the City's request for clarification or additional information pursuant to this RFQ.
9. Contract negotiations during any duly noticed public meeting.
10. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential Firm, service provider, Respondent, bidder, lobbyist, or Firm and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or Respondent shall render the RFQ award or bid award to said bidder or Respondent voidable by the City Commission and/or City Manager. Please contact the City Clerk for any questions regarding Cone of Silence compliance.

1.4 ADDENDA

If the City finds it necessary to add to, or amend this RFQ prior to the Response submittal deadline, the City will issue written addenda/addendum.

1.5 CERTIFICATION

By submitting a response to this RFQ, the signer of the Response declares that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response. By submitting a proposal, the Firm shall certify that it has fully read and understood this RFQ and the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

1.6 ECONOMY OF PREPARATION

Statements of Qualifications should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the RFQ.

1.7 INTERVIEWS

The City reserves the right to shortlist Firms and conduct personal interviews or require presentations by any or all Firms prior to ranking, or at any time during the evaluation process, or at the Commission Meeting where selection and award is made.

1.8 STATEMENTS OF QUALIFICATIONS BINDING

All Statements of Qualifications submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

1.9 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the City in connection with responses shall become property of the City and shall be deemed to be public records subject to public inspection.

1.10 PROPOSAL DISCLOSURE

Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Proposers are required to identify specifically any information contained in their Statements of Qualifications which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Statements of Qualifications received from Proposers in response to this RFQ will become the property of the Town and will not be returned to the Proposers. In the event of a contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.11 PROPOSAL WITHDRAWAL

Firms may withdraw their proposals by notifying the City Clerk in writing at any time prior to the scheduled opening. Firms may withdraw their proposals in person or through an authorized representative. Firms and authorized representatives must disclose their identity and provide

written receipt for the returned proposals. Proposals, once opened, become the property of the City, and will not be returned to the firms.

1.12 RETENTION OF RESPONSES

The City reserves the right to retain all Responses submitted and use any ideas contained in any Response, regardless of whether that Firm is selected.

1.13 REQUESTS FOR INFORMATION / CLARIFICATION

The City, independently or upon request, may furnish additional information related to this RFQ to clarify any provision contained herein and/or to facilitate proposals. The City has made efforts to provide accurate and complete information in this RFQ. The City shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. The accuracy of this data is not guaranteed. It is the sole responsibility of responding firms to assure that they have all the information necessary for submission of their proposals. All questions or requests for information or clarification pertaining to this RFQ must be made in writing via email to Jay Bergel, Procurement Officer, jbergel@opalockafl.gov.

1.14 IRREGULARITIES & RESERVATION OF RIGHTS

Proposals will be selected at the sole discretion of the City. The City reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFQ will not be considered.

The City reserves the right to award one or more contract(s) to the Firm who will best serve the interests of the City and whose Responses are considered by the City to be the most qualified. Notwithstanding, the City may, at its sole discretion, reject all responses and cancel the solicitation, in which case no award will be made.

The City reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the City reserves the right to investigate the financial capability, integrity, experience, and quality of performance of each Firm, including officers, principals, senior management and supervisors, as well as the staff identified in the Response.

Firms shall furnish additional information as the City may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The City reserves the right to conduct investigations into the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking references.

1.15 RESPONSE /PRESENTATION COSTS

The City shall not be liable for any costs, fees, or expenses incurred by any Firm in responding to this RFQ, nor subsequent inquiries or presentations relating to its Response.

1.16 LATE SUBMISSIONS

Statements of Qualifications received by the City after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Statements of Qualifications received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Statements of Qualifications shall be decided in the favor of the City. Proposers shall assume full responsibility for timely delivery at the location designated

for receipt of Statements of Qualifications. The City shall not be responsible for Statements of Qualifications received after the submittal deadline and encourages early submittal.

1.17 COMPLETENESS

All information required by this RFQ must be supplied to constitute an acceptable and complete proposal.

1.18 PERMITS, TAXES, LICENSES

The Firm shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes required to comply with all local ordinances, state and federal laws, rules, regulations, and professional standards that would apply to this contract.

1.19 LAWS AND ORDINANCES

The Firm shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations, and professional standards that would apply to the contract.

1.20 TERMS OF ENGAGEMENT

Terms of the agreement are to be negotiated upon selection of Contractor. The contract shall be for a three (3) year period, with up to two (2) one-year option terms.

1.21 PROPOSAL PRICING–NOT TO BE INCLUDED

Firms submitting Statements of Qualifications shall not submit pricing with their Statements of Qualifications. The City may request, accept, and consider proposals for the compensation to be paid under the continuing contract only during the competitive negotiations phase of the RFQ.

1.22 RESPONSE /PRESENTATION COSTS

The City shall not be liable for any costs, fees, or expenses incurred by any Firm in responding to this RFQ, nor subsequent inquiries or presentations relating to its Response.

END OF SECTION 1

2 SCOPE OF WORK AND SERVICES NEEDED BY THE CITY

2.1 SCOPE OF WORK

The firm will provide professional architectural and engineering services, as directed by the City of Opa-locka for projects and tasks that may be required from time to time by the City.

- 2.1.1 Firms may submit a proposal with qualifications for one or multiple disciplines to receive a continuing contract to provide professional services to the City of Opa-Locka in their qualified field(s) as selected by the City.
- 2.1.2 The Firm needs to be familiar with previous work performed for the City and/or any other government agency to conform to and comply with applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures, and directives.
- 2.1.3 It is anticipated that the City may select more than one Firm to award an Architecture and Engineering continuing services contract for each discipline. The City reserves the sole right to select more than one Firm it deems in its best interests.
- 2.1.4 The City may elect to have the selected firm(s) provide all of these services, some of the services, or none of these services. The selected firm(s) is/are not guaranteed any work by the City under this solicitation.
- 2.1.5 Firms shall provide all necessary labor, materials, equipment, reports, and expertise required to provide the Services. The City, on an as needed basis, will periodically issue work orders for specific projects and assignments to the retained Firm(s).
- 2.1.6 The City may elect to have the Firm(s) provide design criteria documents if the City decides to implement a project by the design/build approach. The Firm's representative shall develop plans with the City in a version acceptable to the City.
- 2.1.7 **Each Category will be evaluated individually based on experience and expertise. The City reserves the right to engage in a contract with one or multiple companies based on the discipline or category reference on Section 2.10**

2.2 SERVICES

The Firm can expect to provide services, including but not limited to the tasks identified herein, which shall collectively be referred to as the “Services”:

- 1. **Environmental Services**
- 2. **Geotechnical Services**
- 3. **Landscape Architecture**
- 4. **Planning and Community Development**
- 5. **Public Facilities Architectural and Engineering Services**
- 6. **Stormwater Management and Design Services**
- 7. **Transportation Planning and Engineering Services**

2.3 **DESCRIPTION OF DISCIPLINES**

1. **Environmental Engineering**, services may include but are not limited to:
 - Ecological
 - Wetland Delineation
 - Endangered/Protected Species Surveys
 - Wetland Mitigation Plans
 - Environmental Site Assessment and Remediation
 - Environmental Permitting
 - Environmental Risk Analysis
2. **Geotechnical Services**, services may include but are not limited to:
 - Seasonal High Groundwater Determinations
 - Soil Investigations
 - Soils/Geological Studies
 - Roadway Pavement Structural Evaluation and Design
3. **Landscape Architecture**, services may include but are not limited to:
 - Design of public parks, roadway areas, and public spaces including landscape, hardscape, and irrigation systems.
 - Development of graphic representations and marketing of proposed plans
4. **Planning and Community Development**, services may include but are not limited to:
 - Comprehensive Development Code/Land Development Regulations
 - Comprehensive Planning, Preparation, Evaluation, and Implementation
 - Park and Greenway Planning and Design
 - Recreation Master Planning
 - Public Involvement and Consensus Building
 - Architectural Renderings
 - Market Research; Demographics/Socio-Economic
 - General Planning Services

5. **Public Facilities Architectural and Engineering Services**, provide services relating to building construction projects of limited scope, and/or projects involving facility renovation, repair, and maintenance. Anticipated services include, but are not limited to:
 - Design-Build Projects
 - Project Cost Estimating, Cost Engineering, Forecasting
 - Space Need Analysis
 - Feasibility Studies, Conceptual Plans and Schematic Designs
 - Design and Construction Documents
 - Cost Estimating
 - Envelope Analysis
 - Interior Design Services
 - Coating/Paints/Primers Specifications
 - Scope Development
 - Assessment and Architectural Plans for Historical Properties Renovation/Rehabilitation and Maintenance
6. **Stormwater Management and Design Services**, services may include but are not limited to:
 - Stormwater Conveyance/Drainage Improvement Design
 - Hydraulic Modeling
 - Flood and Erosion Control
 - Feasibility Analysis for Stormwater Projects
 - Water Quality Modeling and Analysis
 - Flood Plain/Watershed Modeling and Analysis
 - Regulatory Compliance/Permitting
 - TMDL Implementation
 - Rate modeling and forecasting
 - Preparation of grant applications
 - Stormwater Retrofit
 - Construction Engineering Inspection (RPR)/Administration
7. **Transportation Planning and Engineering Services**, services may include but are not limited to:
 - Roadway Design
 - Transportation Stormwater Drainage Design
 - Pedestrian Sidewalk/Multi-Use Trail Design
 - Roadway Resurfacing Design
 - Traffic Calming Design
 - Complete Neighborhood Design

3 RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

3.1 GENERAL RESPONSE INSTRUCTIONS & SUBMITTAL DEADLINE

One (1) signed Letter of Intent shall be submitted electronically via DemandStar clearly marked “Response to City of Opa-locka RFQ 23-XXXXXX.”

All responses must be received by TBA at 2:30 PM via Demandstar E-bidding upload and or seal delivered bid proposal (7) copies at the CITY OF OPA-LOCKA Office of the City Clerk 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054. All responses must be received by the due date and time. Responses received after the due date and time will not be considered.

All Statements of Qualifications received will be publicly read during a virtual meeting, on the date and at the time specified in the Schedule of Events set forth in Section 1.2, above. All Statements of Qualifications received after that time shall be returned, unopened.

3.2 RESPONSE/STATEMENT OF QUALIFICATIONS REQUIREMENTS

Firms interested in performing these professional services must display considerable relevant experience with the above-referenced type of work and should emphasize both the experience and capability of personnel who will actually perform the work.

To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Statements of Qualifications be organized in the manner specified. Failure to do so may deem the submitted Statements of Qualifications non-responsive. The following information and documents, as well as the manner and order same are presented, are required for the Statements of Qualifications. Failure to provide the information as requested may cause the State of Qualifications to be deemed nonresponsive.

In addition to other requirements stated in this RFQ, to be eligible to respond, the Firm shall submit a response that includes all the following information, appropriately tabbed, in this exact order (“Response”):

3.3 REQUIREMENTS

Firms must meet the following requirements:

- 3.3.1 Requirements of this Request for Qualifications (RFQ).
- 3.3.2 It is preferable that each Firm has experience providing services for municipal, county, or other similar governmental agencies.
- 3.3.3 Firms must be authorized to do business in the State of Florida and must possess professional service registrations in accordance with applicable statutes, regulations, and rules. Firms must be knowledgeable of, and in compliance with, the requirements of all federal, state, and local laws and regulations applicable to the provision of their services.
- 3.3.4 Firms must be able to demonstrate financial strength appropriate to the scale of projects.
- 3.3.5 Statements of Qualifications must be submitted to the City on or before the time and date and at the place and in the manner indicated in this RFQ.

- 3.3.6 Statements of Qualifications should be mechanically bound and should be limited to not more than 30 (8.5-inch x 11-inch) pages printed on one side, no less than 11-point font, excluding covers, dividers, and financial information. Oversize pages will be counted as two pages. Submissions of more than 30 pages will not be disqualified; however, clarity, conciseness, and brevity of this document will be an evaluation criterion.
- 3.3.7 **One original and two copies of the Statement of Qualifications must be submitted.** In addition to the hard copies an electronic version of statements of qualification is to be submitted on a USB storage device (flash or thumb drive).
- 3.3.8 Warning: Statements of Qualification which have not been received by the City on or before the scheduled receipt time as set forth in this RFQ will not be considered.
- 3.3.9 The selected Firm(s) and its (their) subconsultants (if any), will be required to meet the insurance requirements of the City set forth herein.
- 3.3.10 In accordance with Florida law, selected Firms will be required to make sworn statements regarding Public Entity Crimes and Contingent Fees.
- 3.3.11 Pre-negotiation meetings and negotiation meetings will be conducted on the date(s) and at the place(s) to be specified at a later date. If agreement is not reached from those efforts, the City will terminate negotiations and proceed to the next highest ranked Firm until it has reached agreement with the desired number of Firms.
- 3.3.12 Costs of participating in the selection process, including presentations to the Evaluation Committee or City, are solely those of the Firm(s) and the City will assume no responsibility for any costs.
- 3.3.13 City reserves the right to waive informalities and to terminate this RFQ process.
- 3.3.14 Firms submitting qualifications shall demonstrate their familiarity with the current Florida Building Code, including design criteria for disabled persons.
- 3.3.15 References:** Three (3) letters of references shall be submitted as part of the Statement of Qualifications, which shall each include the following information from the referencing individual: Name; Position; Entity; Address; Telephone Number; E-Mail Address; Contract Date and Value; Description of Project/Work; and Total cost of the construction/studies, estimated and actual.
- 3.3.16 **Insurance:** Evidence of insurance currently in place that meets or exceeds the specifications herein or a commitment from an insurance company that such insurance coverage may be obtained by the Proposer. The successful Firm(s) must submit, prior to signing a contract, a Certificate of Insurance.
- Insurance requirements:
1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 2. Workers Compensation and Employer's Liability insurance, to apply to all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must

include Employer's Liability with minimum limits of \$1,000,000.00 for each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this RFQ who is not covered by Worker's Compensation insurance.

3. Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

The City may require higher limits of insurance or additional coverage if deemed necessary.

3.4 **RESPONSE EVALUATION CRITERIA**

The award shall be made to the responsible Firm(s) whose Statement of Qualifications is determined to be the most qualified and advantageous to the City. Responses will be evaluated according to the following criteria and respective weight:

Table 1

Category	Criteria	Maximum Points
1	Qualifications/Experience of the Firm/Proposer To include years of municipal experience, ability, capacity, and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	35 Points
2	Proposed Project Staff and Functions The quality, experience and quantity of staff and their functions will be evaluated by the Committee. The Committee will also evaluate the Firm's capabilities to provide service.	30 Points
3	Workload As part of the evaluation criteria, the CEC will review the Firms and their sub- Firms' current workload. If the submitting Firm is a joint venture, the CEC will review the current workload of each of the Firms comprising the submitting entity.	10 Points
4	Financial Capabilities and Cost Control Measures The Firm's understanding of the City's needs, local conditions, goals, and objectives	15 Points
5	References. Ability to Perform Firms shall provide evidence of their ability to satisfactorily provide the professional services in a timely, and professional manner free of professional error and with good customer service.	10 Points
		Total: 100 Points

- 3.4.1 **Individual Review:** The City Evaluation Committee ("CEC") members shall use the Proposal/Qualifications Evaluation Form (**Table 1**) for this RFQ to document their review and evaluation of each Statement of Qualifications in accordance with the criteria listed below, within their respective areas of experience and knowledge.

Category 1.

Qualifications/Related Experience of the Firm/Proposer (35 Points)

Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity within the past five (5) years within the State of Florida. This may include evaluating the Firm's performance on previous projects. List

the projects which best illustrate the experience of the Firm which utilized the current staff which is being or likely to be assigned to this Project. (List no more than 10 projects and do not list projects which were not completed by your Firm or completed more than ten years ago). Include the following for each project:

1. Name and location of the project.
2. The nature of the Firm's responsibility on the project.
3. Project owner's representative's name, address, telephone, and facsimile number.
4. Project user's representative name, address, and telephone number (if different than owner).
5. Date project was completed.
6. Size of project (construction gross square feet).
7. Cost of project (construction cost).
8. Work for which Firm's staff was responsible.
9. Present status of the project.
10. The firm's key professionals are involved in the project and who of those staff would be assigned to the Project covered by this RFQ.

Category 2.

Proposed Project Staff, Experience, and Functions (30 Points)

The quality, experience and quantity of staff and their functions will be evaluated by the Committee. The Committee will also evaluate the Firm's capabilities to provide service.

The Firm shall name the actual staff to be assigned to this Project, describe their ability, and experience, and indicate the function of each within their organization and their proposed role on this Project. It is the City's intent that the proposed staff be actually assigned to this Project unless otherwise approved by the City. The staff shall be present either physically or via remote electronic means at relevant CEC interviews whenever possible.

Give brief resumes of key persons to be assigned to the Project including, but not limited to, the following:

1. Name and title.
2. Job assignment for other projects.
3. How many years with this Firm. For sub- Firms, list prior projects your Firm has worked with sub-Firm.
4. How many years were key people with other Firms.
5. Experience including types of projects, size of projects (dollar value and square footage of project), and specific project involvement.
6. Degrees received and active registrations (if any).
7. If submitting as a joint venture or partnership, include the assigned staff for the joint venture or partnership and indicate which of the joint ventures or partners employs the staff member.
8. Provide the location of the offices that will be providing the required services.

Provide information on the staffing and resources of the main office providing most of the services.

Category 3.

Workload (10 Points)

As part of the evaluation criteria, the CEC will review the Firms and their sub- Firms' current workload. If the submitting Firm is a joint venture, the CEC will review the current workload of each of the Firms comprising the submitting entity. A maximum of twenty points will be awarded based on an evaluation of the Firm's and their sub-Firms' total workload and capacity to perform the work.

Firms and their sub-Firms shall provide a list of outstanding projects, client names, status of completion, anticipated completion date, dollars committed on open projects, and overall workload with all owners including City. Furthermore, if the submitting Firm is a joint venture it shall also include projects for each Firm comprising the joint venture.

For purposes of this RFQ, a sub-Firm is an individual and/or firm contracted or to be contracted by the submitting Firm to provide professional services under a Contract resulting from this RFQ process. Firms must note that subcontracting is prohibited unless approved in the Contract document.

Category 4.

Financial Capabilities and Cost Control Measures (15 Points)

The CEC will evaluate whether the Firm has sufficiently demonstrated that they have the necessary financial resources to provide the services, their capabilities to control costs and their history of working proactively to avoid litigation with Cities.

1. **Financial Statement:** For the Firm and/or its equity participants, indicate Working Capital Ratio, Profitability, and Return on Assets Ratio. Include a copy of their most current audited financial statement. If the A/E is a joint venture or partnership all Firms comprising the submitting entity will be required to submit the previously requested documentation. If you are submitting your financial statement under separate cover, two copies must be submitted.
2. **Insurance Capacity:** Firms must provide evidence that they have all insurance coverage as specified in the attached contract form. Umbrella liability insurance shall not be less than \$1,000,000 each occurrence and \$1,000,000 aggregate. Professional liability insurance shall have limits of not less than \$1,000,000 for each claim and aggregate.
3. **Litigation:** Submit all litigation of any kind involving Firm, its officers, or directors with a project owner where the total amount in controversy exceeds \$100,000 within the last five years. If the Firm is a joint venture or partnership submit litigation involving all Firms comprising the submitting entity. State the court and location of the litigation.
4. **Claims:** Submit all Errors & Omissions claims filed against the Firms' policy in the last two years from the proposal submittal date. The information should include the

amount and nature of the claim(s).

Category 5.

References. Ability to Perform: (10 Points)

Firms will provide evidence of their ability to satisfactorily provide professional services in a timely, and professional manner free of professional error and with good customer service.

Adherence to the guidelines of this solicitation will be evaluated under this evaluation criteria. Firms shall, at a minimum:

Provide at least three references, one of which is for a Florida government agency.

Indicate if, within the past five years, Firm (or any of its proposed joint venturers or subcontractors) has been suspended or debarred by any governmental agency, and if so, the identity of the agencies taking these actions and copies of the documents taking such actions and any responses thereto.

Indicate if, within the past three years, Firm (or any of its owners, officers, agents, subcontractors, or proposed joint venturers) has/have been sued in civil court or criminally charged over their provision of professional services or business practices, or for breaches of contract or public corruption charges (including bribery or fraud) and, if so, provide copies of the relevant civil suits or charging documents, as well as any documents reflecting the final resolution of such matters.

3.5 SELECTION PROCESS

City Evaluation Committee. At a scheduled and publicly advertised meeting, CEC members shall meet and discuss the Statements of Qualifications. The goal of this review is to allow each CEC member the opportunity to fully discuss the submitting Firms' qualifications and to identify any information deemed by the CEC to be significant to the evaluation. At the conclusion of this meeting, each CEC member shall render his or her final scores for each proposal and submit his or her Proposal Evaluation Form to the City's procurement personnel assigned to work with the CEC.

- 3.5.1 Procurement staff shall review and evaluate the responses submitted to ensure the minimum requirements of the RFQ have been met. The City Manager and or their designee may reject those responses that do not meet the minimum requirements of the RFQ.
- 3.5.2 Procurement staff will combine the evaluation scores submitted by the CEC members and determine the ranking of Firms for each discipline (unless otherwise determined) based on the total evaluation scores received. The top three Firms for each discipline will be included in the short list. In the event of a tied score for first through fifth place, all such tied Firms shall be included in the short list.
- 3.5.3 Notice of Short List. Procurement staff will notify all submitting Firms of whether or not they appear on the shortlist and shall provide public notice of the short-listed Firms.
- 3.5.4 The shortlisted Firms shall then be invited for oral presentations before the CEC, which will be scheduled at the CEC's convenience.
- 3.5.5 Oral Presentations (if requested by Evaluation Committee). The Evaluation Committee may call the short-listed Firms for oral presentations before the Evaluation Committee regarding their Response, approach to the Services, and ability to furnish the required Services. The Firms are encouraged to be represented only by the Project Manager and the staff identified in the Response. Additional details on the oral presentations may be provided to the short-listed Firms. The City will notify the Firms where the oral presentations, if any, will be conducted. The Evaluation Committee shall rank the respondents and provide its written recommendations to the City Manager.
- 3.5.6 City Commission Meeting to Approve Architecture and Engineering Continuing Professional Services Agreement(s) with Firm(s). Upon reaching mutually agreeable terms with the selected Firm(s), the Continuing Professional Services Agreement(s) for each selected Firm shall be presented to the City Commission for final approval.
- 3.5.7 The City reserves the right to reject any or all proposals which is in any way incomplete or irregular, re- bid the entire solicitation, or enter into agreements with more than one Firm.

END OF SECTION 3

4 CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Commission and the Defense Acquisition Regulations Commission (Commissions) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The City will comply with the § 200.317 - 200.327 procurements standards when procuring goods and services.

§ 200.317 - 200.327 Procurements Standards

§ 200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its Non-Federal funds. The State will comply with [§§ 200.321](#), [200.322](#), and [200.323](#) and ensure that every purchase order or other contract includes any clauses required by [§ 200.327](#). All other Non-Federal entities, including subrecipients of a State, must follow the procurement standards in [§§ 200.318](#) through [200.327](#).

§ 200.318 General procurement standards.

(a) The Non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The Non-Federal entity's documented procurement procedures must conform to the procurement standards identified in [§§ 200.317](#) through [200.327](#).

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c) The Non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, Non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Non-Federal entity. If the Non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the Non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The Non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the Non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The Non-Federal entity is encouraged to use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The Non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The Non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also [§ 200.214](#).

(i) The Non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The Non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a Non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the Non-Federal entity awarding such a contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The Non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the Non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the Non-Federal entity unless the matter is primarily a federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[[85 FR 49543](#), Aug. 13, 2020, as amended at [86 FR 10440](#), Feb. 22, 2021]

[§ 200.319 Competition.](#)

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms for them to qualify to do business.

- (2) Requiring unnecessary experience and excessive bonding.
 - (3) Noncompetitive pricing practices between firms or between affiliated companies.
 - (4) Noncompetitive contracts to consultants that are on retainer contracts.
 - (5) Organizational conflicts of interest.
 - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (c) The Non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (d) The Non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such a description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (e) The Non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the Non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.
- (f) Noncompetitive procurements can only be awarded in accordance with [§ 200.320\(c\)](#).

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and [§§ 200.317](#), [200.318](#), and [200.319](#) for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) ***Informal procurement methods.*** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in [§ 200.1](#), or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its

transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) **Micro-purchases** -

(i) **Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in [§ 200.1](#)). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) **Micro-purchase thresholds.** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with [paragraphs \(a\)\(1\)\(iv\)](#) and [\(v\)](#) of this section.

(iv) **Non-Federal entity increases the micro-purchase threshold up to \$50,000.** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with [§ 200.334](#). The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in [§ 200.520](#) for the most recent audit.

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) **Non-Federal entity increases to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in [paragraph \(a\)\(1\)\(iv\)](#) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) **Small purchases** -

(i) **Small purchase procedures.** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) **Simplified acquisition thresholds.** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require the following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with [§ 200.319](#) or [paragraph \(c\)](#) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available.

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local and tribal governments, the invitation for bids must be publicly advertised.

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services for the bidder to properly respond.

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly.

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical.

(ii) The Non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections.

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The Non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

(c) ***Noncompetitive procurement.*** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see [paragraph \(a\)\(1\)](#) of this section);
- (2) The item is available only from a single source.
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation.
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
- (5) After solicitation of several sources, competition is determined inadequate.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the Non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be

included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 200.323 Procurement of recovered materials.

A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.324 Contract cost and price.

(a) The Non-Federal entity must perform a cost or price analysis in connection with every procurement action more than the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the procurement situation, but as a starting point, the Non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The Non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the Non-Federal entity under [subpart E of this part](#). The Non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.325 Federal awarding agency or pass-through entity review.

The Non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the Non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency

or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

§ 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the Non-Federal entity provided that the Federal awarding agency or pass-through entity has decided that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

§ 200.327 Contract provisions.

The Non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

§ 200.403 Factors affecting allowability of cost.

Except where otherwise authorized by statute, costs must meet the following general criteria to be allowable under Federal awards:

- (a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.
- (b) Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.
- (c) Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the non-Federal entity.
- (d) Be accorded consistent treatment. A cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- (e) Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.
- (f) Not included as a cost or used to meet cost sharing or matching requirements of any other federally financed program in either the current or a prior period. See also [§ 200.306\(b\)](#).
- (g) Be adequately documented. See also [§§ 200.300 through 200.309 of this part](#).
- (h) Cost must be incurred during the approved budget period. The Federal awarding agency is authorized, at its discretion, to waive prior written approvals to carry forward unobligated balances to subsequent budget periods pursuant to [§ 200.308\(e\)\(3\)](#).

§ 200.404 Reasonable cost.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when the non-Federal entity is predominantly federally funded. In determining reasonableness of a given cost, consideration must be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the Federal award.

- (b) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, tribal, and other laws, and regulations; and terms and conditions of the Federal award.
- (c) Market prices for comparable goods or services for the geographic area.
- (d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-Federal entity, its employees, where applicable its students or membership, the public at large, and the Federal Government.
- (e) Whether the non-Federal entity significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost.

339.205 508 Accessibility standards for contracts.

- (a) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794(d)), as amended by the Workforce Investment Act of 1998 (Section 508), specifies the applicable accessibility standards for all new solicitations and new or existing contracts or orders, regardless of EIT dollar amount.
- (b) The requiring activity shall consult with the OPDIV or STAFFDIV Section 508 Official or designee, as necessary, to determine the applicability of Section 508, identify applicable Section 508 accessibility standards, and resolve any related issues before forwarding a request to the contracting or procurement office for the acquisition of EIT supplies and services—including Web site content and communications material for which the contractor must meet EIT accessibility standards.
- (c) Based on those discussions, the requiring activity shall provide a statement in the AP (or other acquisition request document) for Section 508 applicability. See 307.105. If Section 508 applies to an acquisition, include the provision at 352.239–73, Electronic and Information Technology and Accessibility Notice, language in a separate, clearly designated, section of the statement of work or performance work statement, along with any additional information applicable to the acquisition's Section 508 accessibility standards (e.g., the list of applicable accessibility standards of the Access Board EIT Accessibility Standards (36 CFR part 1194)). If an AP does not address Section 508 applicability and it appears an acquisition involves Section 508, or if the discussion of Section 508 applicability to the acquisition is inadequate or incomplete, the contracting officer shall request the requiring activity modify the AP accordingly.
- (d) Items provided incidental to contract administration are not subject to this section.
- (e) The OPDIV Section 508 Official or designee may, at his or her discretion, require review and approval of solicitations and contracts for EIT supplies and services.

Florida Statutes: § 287.055. “Consultants' Competitive Negotiation Act.”

287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.

The City will adhere to the Consultant's Competitive Negotiation Act (CCNA) (F.S. 287.055) enacted by the Florida Legislature in 1973 and governs the processes required to procure professional design services for public sector projects. The City must follow CCNA to acquire professional architectural, engineering, landscape architectural, and survey and mapping services. This statute applies to all public agencies seeking professional services. It requires the selection to be based on a competitive selection process where the firm's or team's qualifications are evaluated rather than through a financially based bid process. The CCNA process requires adherence to specific procedures during the procurement process.

These procedures include:

- A public announcement shall be provided when professional services are needed. The announcement shall include a general description of the project and direction as to how interested consultants may apply.
- The City shall evaluate and rate the qualifications of the firms. The selection committee shall select, in order of preference, no fewer than three (3) firms deemed to be the most highly qualified to perform the required services. During the evaluation process, the committee shall consider such factors as the ability of the professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads; and volume of work previously awarded.
- The City shall negotiate a contract with the most qualified firm at a compensation level which the agency determines is fair, competitive, and reasonable.
- Should the City be unable to negotiate a satisfactory contract with the top-ranked firm, negotiations must be terminated. The agency shall then undertake negotiations with the second-ranked firm. Should negotiations with the second-ranked firm be unsuccessful, negotiations must be terminated and subsequently begin with the third-ranked firm.
-

The City will comply with Florida Statutes 255.0525 regarding advertisement for competitive bids, proposals, and solicitations. The 255.0525 process requires adherence to specific procedures during the procurement process.

These procedures include:

- (1) The solicitation of competitive bids or proposals for any state construction project that is projected to cost more than \$200,000 shall be publicly advertised once in the Florida Administrative Register at least 21 days prior to the established bid opening. For state construction projects that are projected to cost more than \$500,000, the advertisement shall be published in the Florida Administrative Register at least 30 days prior to the established bid opening and at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. The bids or proposals shall be received and opened publicly at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the Secretary of Management Services may alter the procedures required in this section in any manner that is reasonable under emergency circumstances.

- (2) The solicitation of competitive bids or proposals for any county, municipality, or other political subdivision construction project that is projected to cost more than \$200,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. The solicitation of competitive bids or proposals for any county, municipality, or other political subdivision construction project that is projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the procedures required in this section may be altered by the local governmental entity in any manner that is reasonable under emergency circumstances.
- (3) If the location, date, or time of the bid opening changes, written notice of the change must be given, as soon as practicable after the change is made, to all persons who are registered to receive any addenda to the plans and specifications.
- (4) A construction project may not be divided into more than one project for the purpose of evading the requirements in this section.
- (5) As used in this section, the term “emergency” means an unexpected turn of events that causes:
- (a) An immediate danger to public health or safety.
 - (b) An immediate danger of loss of public or private property; or
 - (c) An interruption in the delivery of an essential governmental service.

END OF SECTION 4

5 FORMS, AFFIDAVITS, AND EXHIBITS

The following forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Proposer's Response:

FORMS:

Form 1: Response Checklist

Form 2: Company Qualifications Questionnaire

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit (contains all affidavits listed below)

- Americans with Disabilities Act Compliance
- Public Entity Crimes Act
- No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics
- Business Entity
- Non-Collusion/Anti-Collusion
- Scrutinized Companies
- Acknowledgment, Warranty, and Acceptance
- Ownership Disclosure
- Truth in Negotiation Certificate
- Prohibition on Contingent Fees

Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100(b))

Form 7: Dispute Disclosure

Form 8: Key Staff and Proposed Subcontractors

Form 9: Reference Letters

Form 10: E-Verify Affidavit

Form 11: IRS Form W-9

EXHIBITS

Exhibit A: Form of Continuing Professional Services Agreement

Exhibit B: Map of City of Opa-locka

FORM 1 - RESPONSE CHECKLIST

____ **Form 1: Response Checklist**

____ **Form 2: Company Qualifications Questionnaire**

____ **Form 3: Certificate of Authority (Complete one of the two forms as applicable)**

____ **Form 3A: Certificate of Authority (for Corporations or Partnerships)**

____ **Form 3B: Certificate of Authority (for Individuals)**

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____ **Form 7: Dispute Disclosure**

____ **Form 8: Key Staff and Proposed Subcontractors**

____ **Form 9: Reference Letters**

____ **Form 10: E-Verify Affidavit**

____ **Form 11: IRS Form W-9**

Firm: _____ Date: _____

Authorized Signature:

Print or Type Name:

Title:

FORM 2 - COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the RFQ, you certify that any and all information contained in this RFQ is true, that your response to the RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFQ for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the RFQ, and certify that you are authorized to sign for the Proposer's firm.

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

Firm Name

Principal Business Address

Telephone Number

Facsimile Number

Email Address

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

Document Number

Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category

License No.

Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ LLP ☐ Other _____

Please identify the Firm's primary business: _____

Please identify the number of continuous years your Firm has performed its primary business:

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name Insurance Carrier Contact Person

Insurance Carrier Address Telephone No. Email

Has the Firm filed any insurance claims in the last five (5) years? ☐ No ☐ Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

☐ No ☐ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

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

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 3A - CERTIFICATE OF AUTHORITY

(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____ a business existing under the laws of the State of _____, (the
“Entity”) held on _____, 20____, the following resolution was duly
passed and adopted:

“RESOLVED, that, _____, as _____
_____ of the Entity, be and is hereby authorized to
execute this Proposal dated _____, 20____, on

behalf of the Entity and submit this Proposal to the City of Opa-locka , and this Entity and the
execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and
with the Entity’s Seal affixed, will be the official act and deed of this Entity.”

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this
_____ day of _____, 20____.

Secretary: _____
Print Name: _____

President: _____
Print Name: _____

(Seal)

FORM 3B - CERTIFICATE OF AUTHORITY

(If Individual)

I, _____ (“Affiant”) being first duly sworn, deposes and says:

1. I am the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____

_____ doing
business as _____, the
Contractor that has submitted the attached Proposal.

2. I am fully informed respecting the preparation and contents of the attached Proposal and all the
pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____ and submit this
Proposal to the City of Opa-locka, and the execution of this Certificate of Authority, attested to
by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

Signed, sealed, and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or ___ online
notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____. (Name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath.

FORM 4 - ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all the following addenda and am informed of the

contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

_____ Addendum 1 _____	_____ Addendum 6 _____
_____ Addendum 2 _____	_____ Addendum 7 _____
_____ Addendum 3 _____	_____ Addendum 8 _____
_____ Addendum 4 _____	_____ Addendum 9 _____
_____ Addendum 5 _____	_____ Addendum 10 _____

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 5 – SINGLE EXECUTION AFFIDAVIT

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

By: _____ NAME OF PROPOSING OR BIDDING
ENTITY INDIVIDUAL'S NAME AND TITLE

Date: _____
FEIN OF PROPOSING OR BIDDING ENTITY

Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794.
- The Federal Transit Act, as amended 49 USC Section 1612.
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Proposer Initials

Public Entity Crimes Affidavit

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 of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

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 ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters 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.

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

Based on 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 the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Firm list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City of Opa-locka (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Firm, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Firm or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

Proposer Initials

Non-Collusion/Anti-Collusion Affidavit

1. The Proposal/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid.
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Opa-locka or any person interested in the proposed Contract.

Proposer Initials

Scrutinized Companies

1. Proposer 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 the Agreement that may result from this RFQ at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, 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.

2. If the Agreement that may result from this RFQ is for more than one million dollars, the Proposer 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 the Agreement that may result from this RFQ at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, 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.
3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. 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.

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. The firm warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. The firm warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. The firm warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Manager.
4. The firm warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to provide the services specified in the RFQ. I agree that my Statement of Qualifications will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Statement of Qualifications is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

I understand that a person or affiliate who has been placed on the convicted Firm list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Firm under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Firm list.

Proposer Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

--	--

Proposer Initials

Truth in Negotiation Certificate

The Firm hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Qualifications and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Firm further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non- current wage rates and other factual unit costs. All such agreement adjustments shall be made within one.

(1) year following the end of each corresponding agreement. For the purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Opa-locka, Florida.

Proposer Initials

Prohibition on Contingent Fees

The Firm warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this Request for Qualifications and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Firm is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Opa-locka, Florida. Firm understands that for the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Proposer Initials

**Sworn Signature of Proposing Entity Representative and Notarization for all above
Affidavits follows on the next page.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Firm: _

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of _____physical presence or ___online
notarization, this _____day of _____, 20____, by _____
(name of person) as _____(type of authority) for _____
_____(Name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or

_____Produced identification (Type of Identification: _____)

_____Did take an oath; or

_____Did not take an oath.

FORM 6 - CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 7 - DISPUTE DISCLOSURE

Answer the following questions by placing an “X” after “Yes” or “No”. If you answer “Yes” to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

- 1.** Has your firm or any of its officers received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

- 2.** Has your firm, or any member of your firm, been declared in default, terminated, or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

- 3.** Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (including the court and location) of any kind involving Firm or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for the City of Opa-locka.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 8-KEY STAFF & PROPOSED SUBCONTRACTORS KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach it to this Form. Additional space: ☐ No ☐ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the City:

Please identify each Key Staff member's engagement commitments that will exist concurrently with the City's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract's general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 9 - REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage:_____

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity)** _____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage:_____

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity)** _____

Is the Contract still Active? Yes _____ **No** _____

FORM 10 - E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City of Opa-locka requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

In the presence of:

Signed, sealed, and delivered by:

Witness #1 Print Name: _____ Print Name: _____
Title: _____ Witness #2 Print Name: _____ Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of _____physical presence or ___online notarization, this _____day of _____, 20____, by _____
(name of person) as _____(type of authority) for _____
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

FORM 11 – IRS FORM W-9

Please visit the following link for information about IRS Form W-9:

<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

☐ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

EXHIBIT A – FORM OF CONTINUING PROFESSIONAL SERVICES AGREEMENT

The Firm can expect to provide services, including but not limited to the tasks identified herein, which shall collectively be referred to as the “Services”:

1. **General Engineering and Architecture:** engineering, architecture, electrical engineering, right-of-way and traffic engineering, construction engineering, civil engineering, environmental permitting and engineering, preparation of plans and specifications, construction management, advising on the acquisition, improvement or operation of City lands, buildings, facilities, utilities, and roads, the administration of City services, and the planning, design and/or construction supervision and administration for one or any of the City’s various projects, which may include, without limitation, transportation and transit facilities, public buildings, municipal utilities including water, sewer, electric, natural gas, drainage, and municipal lands, parks, facilities and open spaces.
2. **General Civil Engineering:** Roadway, streetscape, sidewalks, public works inspections, parking lots, parking spaces and intersection design, capital improvement plan, feasibility and engineering studies, stormwater facility, design and management, specifications preparation, cost estimating; canal maintenance and design, engineering construction management and inspections, geotechnical services, and other miscellaneous professional services that the City may desire.
3. **Transportation Planning and Engineering Services:** Transportation planning and traffic engineering, traffic-impact and safety studies, parking studies; neighborhood traffic management; multi- modal traffic planning and design, Roadways/Transportation planning and design, bicycle and pedestrian paths design and integrated mobility options; traffic calming; collection of traffic counts and reports; signal timing analysis and warrant studies; signs and pavement markings and other miscellaneous professional services that the City may desire.
4. **Environmental Engineering:** Coastal/Waterways engineering, construction, regulatory permitting, marine environmental, ecosystem restoration, regional sand management, and other miscellaneous professional services that the City may desire.
5. **Landscape Architecture:** Landscape, hardscape, and irrigation design; park facility master planning; park and recreational facilities design, bicycle and pedestrian path design; integration of parks, landscaped and open spaces and recreational facilities with the City’s residential and commercial districts and other miscellaneous professional services that the City may desire.

Firms shall provide all necessary labor, materials, equipment, reports, and expertise required to provide the Services.

The City, on an as needed basis, will periodically issue work orders for specific projects and assignments to the retained Firm(s).

The City may elect to have the Firm(s) provide design criteria documents if the City decides to implement a project by the design/build approach. It will be required that the Firm’s plans be developed on the current, supported release of AutoCAD, and a reproducible hard copy and CD/USB of plans shall be submitted in a version acceptable by the City.

The City may elect to have the selected Firm(s) provide all of these services, some of the services, or none of these services.

The Firm is not guaranteed any work by the City under this Agreement.

All projects will be coordinated with the City Manager and/or Capital Improvements Director and/or Representative.

Schedule for Services performed pursuant to this Agreement are as follows:

[INSERT NEGOTIATED RATE SCHEDULE]

Hourly Rates	
Principal	
Project Manager	
General Engineering	
Surveying	
Construction Management	
Geotechnical Engineering	
Landscape Architecture	
Environmental Engineering	
Traffic Planning/Engineering	
Traffic Data Collection and Traffic Engineering	

An aerial photograph of a section of Miami, Florida, centered around Northwest 15th Street. The map shows a grid of streets, including major thoroughfares like Northwest 37th Avenue, Northwest 42nd Avenue, Northwest 27th Avenue, Northwest 22nd Avenue, Northwest 19th Avenue, and Northwest 17th Avenue running north-south. East-west streets include Northwest 15th Street, Northwest 13th Street, Northwest 12th Street, Northwest 11th Street, Northwest 10th Street, Northwest 9th Street, Northwest 8th Street, Northwest 7th Street, Northwest 6th Street, Northwest 5th Street, Northwest 4th Street, Northwest 3rd Street, Northwest 2nd Street, and Northwest 1st Street. A prominent orange line indicates a proposed transit route, starting from the bottom left near Gratiigny Parkway, heading east along Northwest 15th Street, then turning south along Northwest 27th Avenue, and finally heading east again towards the right edge of the map. A black dashed line runs diagonally across the map, likely representing a canal or another type of boundary. A compass rose in the top right corner points North. Various landmarks and features are visible, including parks, water bodies, and commercial areas. The map is overlaid with a semi-transparent grid and labels for the streets and transit route.

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 PIGGYBACK SOURCEWELL COOPERATIVE PROGRAM AGREEMENT #081419-SHI WITH SHI INTERNATIONAL CORP. FOR THE PROVISION OF VARIOUS HARDWARE AND SOFTWARE PRODUCTS AND EQUIPMENT, IN AN AMOUNT NOT TO EXCEED SIX HUNDRED NINETY THOUSAND DOLLARS (\$690,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Information Technology Department of the City of Opa-Locka, Florida is in need of various hardware and software products and equipment; and

WHEREAS, Sourcewell previously awarded a contract to SHI International Corp., attached as Exhibit "A", pursuant to its Request for Proposals (RFP) No. 081419 for Technology Catalog Solutions, for a three-year period commencing October 30, 2020 through October 30, 2023, with the option for an extension of up to one additional one-year period upon request of Sourcewell and with written agreement by SHI. On November 17, 2022, SHI and Sourcewell agreed to extend the contract for an additional period, with a new contract expiration date of October 30, 2024 ; and

WHEREAS, SHI is a privately owned provider of technology products and services, headquartered in Somerset, NJ at 290 Davidson Ave. Somerset, NJ 08873. Contractor has customers in the academic, corporate, enterprise, and public sector. Contractor helps organizations around the world achieve their business and technology goals through the delivery of integrated solutions, services and IT equipment; and

WHEREAS, pursuant to Section 2-318 (3) of the City's Purchasing Code allows for purchases and acquisitions under contracts of the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs. The City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, SHI's quote is based on the Sourcewell Cooperative Program, which is a purchasing cooperative created by the Minnesota legislature which serves as the basis for piggybacking contracts for hundreds of agencies across the nation; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the Sourcewell contract #081419-SHI with SHI International Corp., in order to benefit from already negotiated rates and enter into an agreement with Contractor for various hardware and software products and equipment, in an amount not to Six Hundred Ninety Thousand Dollars (\$690,000.00).

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

Section 1. Adoption of Representations. The above recitals are true and correct and are incorporated into this Resolution by reference.

Section 2. Authorization. The City Commission hereby authorizes the Interim City Manager to piggyback the Sourcewell contract #081419-SHI with SHI International Corp, to purchase various hardware and software products and equipment, in an amount not to exceed Six Hundred Ninety Thousand Dollars (\$690,000.00).

Section 3. Scrivener's Errors. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent 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 Williams	(Yes)_____	(No) _____
Commissioner Kelley	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Vice Mayor Ervin	(Yes)_____	(No) _____
Mayor Taylor	(Yes)_____	(No) _____e



City of Opa-locka Agenda Cover Memo

Department Director:	Lubotes Dauphin		Department Director Signature:		
City Manager:	Darvin Williams		CM Signature:		
Commission Meeting Date: <i>(Enter X in box)</i>	05.24.2023		Item Type:	Resolution	Ordinance
			<i>(Enter X in box)</i>	X	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	
				2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X	X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes	
				No	
				X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related <i>(Enter X in box)</i>	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: <i>(list the specific objective/strategy this item will address)</i>	
	X				
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

Authorization to spend \$690,000 for IT hardware and software with SHI International, Corp.

Staff Summary:

The IT Department purchases a significant amount of IT hardware and software based on Sourcewell Cooperative Purchasing Agreements. Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government. Sourcewell arranges for an extremely broad range of competitive bidding for goods and services, including IT hardware and software. Through this competitive bidding process, various bidders are awarded contracts to provide their goods and services to the cooperative, and these contracts become available to government, education and nonprofit organizations throughout the United States for purposes of piggyback procurement.

Through utilization of Sourcewell information, the City has identified SHI International Corp. (SHI) as a provider of IT hardware and software. SHI prices are based on the Sourcewell contract pricing, and they provide excellent service. Consequently, as the need for IT hardware and software has arisen, the IT Department has obtained these items from SHI.

However, in accordance with the City's procurement code, authorization must be obtained from the City Commission for procurement in excess of \$25,000. Although the City's individual transactions haven't exceeded that threshold, the needs of the IT Department have been and will continue to be of such a nature for the remainder of the year that in aggregate it is anticipated that the City will procure approximately \$464,000 of hardware and \$226,000 of software from SHI. The hardware requirements include a broad range of equipment addressing the updating of a very old IT infrastructure, meeting individual computing requirements as the City continues to fill vacant positions and even a video drone to support Police and other emergency requirements. Over half of the software requirements have been or will be needed in the fitting out of the new Commission Chambers and the new Police Station on the first floor of 780 Fisherman Street.

Even though individual transactions haven't exceeded the \$25,000 threshold, in an abundance of caution, staff is requesting authorization to spend \$690,000 with SHI this fiscal year to eliminate any possible concern of failing to comply with the City's procurement code.

Financial Impact: The IT Department's hardware and software FY 23 budget in aggregate is \$1,204,346, with \$1,027,026 being the software component. Budget Amendment #3, approved on April 26, 2023, transferred \$450,000 from the software budget to the hardware budget to address rising hardware requirements.

Proposed Action:

Staff recommends that the City Commission authorize the Information Technology Department to spend an amount not to exceed \$690,000 to procure IT hardware and software from SHI International Corp. to meet the City's FY 23 IT requirements.

Attachment:

IN THIS SECTION

[Legal Authority](#)[Legal Statutes](#)[Eligible Agencies](#)

Legal Authority

Sourcewell is a local government unit, public corporation and public agency under the laws of the state of Minnesota.

Sourcewell was created by state law as a service cooperative to provide programs and services to education and government. Sourcewell was established with the statutory purpose to assist public agencies in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually.

As a service cooperative, Sourcewell is a local government unit, public corporation and public agency pursuant to the Minnesota Constitution and enabling law Minn. Stat. § 123A.21. All Sourcewell employees are government employees. Sourcewell is governed by an eight-member board made up of local elected officials including county commissioners, city council members, mayors, and school board members.

Sourcewell is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. Sourcewell

cooperative purchasing contracts are made available through the joint exercise of powers law Minn. Stat. § 471.59 to participating agencies.

Sourcewell clients are able to utilize cooperative purchasing contracts through similar joint powers, intergovernmental cooperation, or cooperative purchasing laws in their respective jurisdiction. Participating agencies include all eligible government, education, and nonprofit agencies nationwide and in Canada.

Additional Resources:

Sourcewell Cooperative Purchasing Program

Organizational Bylaws

Sourcewell Procurement Policy

Legal Statutes

Select a state to view additional information on regulation of cooperative purchasing in your area.

Canadian Compliance

View Statute by State

Select State

No results.

Eligible Agencies

Participation in Sourcewell is available at no-cost, no obligation, and no liability to public agencies, school districts, state colleges and universities, and local governments. Tribal governments, nonprofit organizations, and other similar entities may also participate.

Participating agencies realize timely access to competitively awarded nationally leveraged cooperative purchasing contracts through Joint Powers Agreements.

[Register as a Participating Agency](#)

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO RE-ESTABLISH THE ARABIAN NIGHTS FESTIVAL IN 2024, ESTABLISH A BUDGET AND SEEK ADDITIONAL GRANT FUNDING TO SUPPLEMENT THE EVENTS BUDGET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Opa-Locka's Founder, Glenn Curtiss, designed the City of Opa-Locka ("City") with Moorish style architecture based on the Arabian Nights Theme; and

WHEREAS, the City has traditionally held an annual Arabian Nights Festival as a celebration of entertainment, arts, crafts and various foods for the residents and visitors to Opa-Locka and the surrounding areas; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to direct the Interim City Manager to take all necessary steps to re-establish the Arabian Night Festival in the year 2024 year; and

WHEREAS, the City Commission hereby directs the Interim City Manager to roll over \$50,000 already included in the FY 2022-2023 budget (unused) for the Arabian Nights Festival for Fiscal Year 2023-2024, and allocate an additional \$50,000 for the FY 2023-2024 budget for a total of \$100,000 for the Fiscal Year 2023-2024 budget; and

WHEREAS, the City Manager is further directed to seek additional grant funding to supplement the event's budget.

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

SECTION 1. RECITALS

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 take all necessary steps to re-establish the Arabian Night Festival in the year 2024, including directing the Interim City Manager to roll over the \$50,000 already included in the FY 2022-2023 budget for the Arabian Nights Festival for Fiscal Year 2023-2024, and also allocate an additional \$50,000 for the FY 2023-2024 budget for a total budgeted amount of \$100,000 for the Fiscal Year 2023-2024.

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:	05.24.2023		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
					X		X
Funding Source: Account#:	(Enter Fund & Dept) Ex: FY 24 Budget		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	Mayor Taylor		Department:	City Commission			

Short Title:

A resolution directing the Interim City Manager to take all necessary steps to re-establish the Arabian Night Festival in 2024.

Staff Summary:

History – Founder Glenn Curtiss designed the City with Moorish style architecture based on the Arabian Nights Theme. The City has traditionally held an annual Arabian Nights Festival as a celebration of entertainment, arts, crafts and various foods for the residents and visitors to Opa-locka and the surrounding areas.

Current Activity – The City Commission desires to revitalize the historical tradition of the Arabian Nights Festival in 2024 with a budget allocation of \$100,000.00.

Financial Impact – The FY 24 Proposed Annual Budget will incorporate \$100,000 for this event. The Interim City Manager shall seek additional grant funding to supplement the event’s budget.

Proposed Action:

It is recommended the City Commission approve legislation directing the Interim City Manager to take all necessary steps to re-establish the Arabian Night Festival in 2024, including incorporating \$100,000 of City funds into the FY 24 Proposed Annual Budget and seeking additional grant funding to supplement the event’s budget.

Attachment:

RESOLUTION NO. 23-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR QUALIFICATIONS FOR LEGISLATIVE LOBBYING SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") is in need of legislative lobbying services at the County level, in Tallahassee and at in Washington; and

WHEREAS, pursuant to Sec. 2-317 of the City of Opa-Locka's Code of Ordinances Code pertaining to procurement, formal competitive procurement is required for all initial awards of contract for supplies and contractual services when the estimated total cost thereof exceeds twenty- five thousand dollars (\$25,000 00); and

WHEREAS, the City Commission desires to authorize the Interim City Manager to issue the Request for Qualifications attached hereto as Exhibit "A."

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

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of City Manager. The City Commission of the City of Opa-Locka, Florida hereby authorizes the issuance of a Request for Qualifications for Miami-Dade County, federal and state legislative lobbying services as set forth in Exhibit "A."

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 24th day of May, 2023.

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:	05.24.2023		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: NA		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	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: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Mayor Taylor		Department:	City Commission			

Short Title:

A resolution directing the Interim City Manager to take all steps necessary to develop a recommendation to obtain lobbying services to advocate on behalf of the City of Opa-locka.

Staff Summary:

The City of Opa-locka is need of a lobbying service to represent the city to influence the actions, policies and decisions among the State of Florida Legislature, the Miami-Dade County Board of County Commissioners and other entities as appropriate to accomplish the legislative priorities of the Mayor & Commission. This will require identification of an appropriate lobby firm through adherence to our procurement policies.

Financial Impact – The financial impact remains unknown until such time that a lobbying firm evaluation process is conducted, resulting in a recommendation to be presented to the Commission for its consideration, including the cost for the recommended firm. It is estimated that a lobbying firm qualified to meet the city's requirement would cost in the range of \$100,000 annually.

Proposed Action:

It is recommended that the City Commission approve legislation directing the Interim City Manager to take all steps necessary to conduct an evaluation process of potential lobbying firms, resulting in a recommendation to be presented to the City Commission for its consideration.

Attachment:

CITY OF OPA-LOCKA



RFQ NO: 23-XXXXXXX

REQUEST FOR QUALIFICATIONS (RFQ)

**MIAMI-DADE COUNTY, FEDERAL, AND STATE LEGISLATIVE
LOBBYING SERVICES**



CITY OF OPA-LOCKA
23-XXXXXXX
MIAMI-DADE COUNTY, FEDERAL, AND STATE LEGISLATIVE LOBBYING SERVICES

TABLE OF CONTENTS

<u>Subject</u>	<u>Page Number</u>
Cover	1
Table of Contents	2
Advertisement	3
Part I - Proposal Guidelines.....	4
Part II - Nature of Services Required.	8
Part III - Proposal Requirements.....	10
Part IV - Evaluation of proposal.	12
Proposer proposal.....	14
Price Proposal... ..	15
Debarment, Suspension Certification.....	16
Drug-Free Certification.....	18
Non-Collusion Affidavit.....	19
Non-Discrimination Affidavit... ..	20
E-Verify Form.....	21



CITY OF OPA-LOCKA
REQUEST FOR
QUALIFICATIONS
RFQ NO: 23-XXXXXXX

**MIAMI-DADE,
FEDERAL, AND STATE
LEGISLATIVE
LOBBYING SERVICES**

Sealed proposal for Lobbying services for the city of Opa-locka will be received at the City's Clerk Office, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, Friday, June 16, 2023 by 2:00 p.m. Any RFQ Package received after the designated closing time will be returned unopened. The city will be accepting proposals by mail; however, it is your responsibility to submit your proposal by the due date. In addition, proposal may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposal 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's Clerk Office and marked **RFQ for MIAMI-DADE COUNTY, FEDERAL, AND STATE LEGISLATIVE LOBBYING SERVICES**.

Proposers desiring information for use in preparing proposal may obtain a set of such documents by visiting the city of Opa-locka website at <https://www.opalockafl.gov> or www.demandstar.com.

The City reserves the right to accept or reject 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 **RFQ 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.

Joanna Flores, CMC
City Clerk



23-XXXXXXX

**MIAMI-DADE COUNTY, FEDERAL, AND STATE
LEGISLATIVE LOBBYING SERVICES**

PART I

PROPOSAL GUIDELINES

1-1. INTRODUCTION: The city of Opa-locka seeks proposals for the professional **Lobbying Services** of an experienced and qualified firm, governmental affair consulting firm, business, individual, and/or a combination thereof to provide the city with governmental representation before the executive and legislative branches of the State and Federal Government.

1-2. PROPOSAL SUBMISSION: 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: **RFQ NO. 23-XXXXXXX – MIAMI-DADE COUNTY, FEDERAL, AND STATE LEGISLATIVE LOBBYING SERVICES**. This package shall also include the Proposer's return address.

Proposers may withdraw their proposal 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, the proposal becomes 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 proposal directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposal. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. ELIGIBILITY: To be eligible to respond to this RFQ, the Consultant should have performed similar work and have relevant experience.

1-4. CONE OF SILENCE: You are hereby advised that this Request for Qualifications is subject to the "Cone of Silence," in accordance with Section 2-11.1(t)(a) of the Code of MIAMI-DADE COUNTY, FEDERAL, AND STATE LEGISLATIVE LOBBYING SERVICES. From the time of advertising until the Interim City Manager issues a recommendation, there is a prohibition on communication with the City's professional staff. The Cone of Silence does not apply to oral communications at pre-bid conferences, oral presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the City Commission during any duly noticed public meeting, contract negotiations with the staff following the award of an RFQ, RFQ, RFLI or bid by the City Commission, or communications

in writing at any time with the authorized City employee. A copy of all written communications must be filed with the Interim City Manager. Violation of these provisions by any bidder or proposer shall render any Request for Qualifications Lobbying Services RFQ award, RFLI award, or bid award to said bidder or proposer void, and said bidder or proposer shall not be considered for any RFQ, RFQ, RFLI or bid for a contract for the provision of goods or services for a period of one year. All questions regarding this RFQ must be submitted in writing no less than five (5) business days before the proposal due date. All questions and comments should be directed to jflores@opalockafl.gov. Answers to all submitted questions will be posted on the City's web site.

1-5 PUBLIC RECORDS: Florida law provides that municipal records shall always be open for inspection by any person under §119, F.S., as amended from time to time; The Public Records law. Information and materials received by the City in connection with responses shall be deemed to be public records subject to public inspection. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'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.

1-6 MAILING INSTRUCTIONS AND SUBMITTAL DEADLINE: Sealed proposals must be received no later than 2:00 p.m. local time on Friday, June 16, 2023, at Office of the City Clerk, 780 FISHERMAN STREET, OPA-LOCKA, FL 33054, 4th Floor. Each sealed proposal should be clearly marked and identified as follows: CITY OF OPA-LOCKA, "LOBBYING SERVICES". 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's Clerk Office and marked RFQ for Lobbying Services. The responsibility for submitting a response and its receipt on or before the stated time and date will be solely and strictly the responsibility of the proposer. The city is in no way responsible for delays caused by any delivery system or caused by any other occurrence. Proposals received after the exact time and date stipulated above shall be considered Request for Qualifications Lobbying Services Project No. 2023-____ nonresponsive.

1-7 CITY OPTIONS: The City reserves and holds at its sole discretion the right and option to award a Contract(s) for the provision of Lobbying Services. The Interim City Manager will report to the City Commission whether or not a contract award(s) is/are recommended. The City also reserves and holds at its sole discretion the following rights and options:

- To issue addenda/clarification to this RFQ.
- To reject or accept any and all submittals.
- To issue subsequent RFQ.
- To enter into contract negotiations.
- To wave technicalities.

1-8 AWARD OF CONTRACT: The City intends to select and make a recommendation for the award of a contract to the City Commission. The City Commission shall be the sole judge of the submittals that is/are in its best interest, and its decision is final. The terms of the contract shall be in accordance with the time requirements as set forth in this RFQ Section 2.4 TERM.

1-9 WRITTEN NOTICE TO PROPOSERS: All proposers will be e-mailed, at the time of tentative successful proposal selection, a notification of said selection.

1-10 NON-ASSIGNMENT: The selected firm shall not assign, transfer, convey, or otherwise hypothecate any interest, rights, duties, or obligations it will have under the contract to be awarded,

without the prior written consent of the City. The City may, at its option, terminate the Agreement immediately upon notice of such action by the contractor.

1-11 INDEMNIFICATION AND HOLD HARMLESS: The selected firm shall indemnify and hold harmless the City, its agents, and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the proposer's performance of the contract. The selected firm shall also indemnify and hold harmless the City, its agents, and employees from and against all claims, damages, losses, and expenses arising from action of selected firm's employees on City's property or in the course of carrying out any business related to the contract.

1-12 DEFAULT: Failure of the proposer to comply with any covenant of the contract to be awarded shall constitute a default, and the City may at its option terminate the contract thirty days after receipt by the proposer of written notice, unless said default is cured within such period.

1-18. CONTRACTUAL AGREEMENT: This RFQ 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. All legal action necessary to enforce the award will be held in MIAMI-DADE COUNTY, FEDERAL, AND STATE LEGISLATIVE LOBBYING SERVICES 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.**

1-19. SELECTION PROCESS: The proposal 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 and holds at its sole discretion the right and option to award a Contract(s) for the provision of Lobbying Services.

1-21. 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 days written notice of cancellation.

1-22. LICENSES: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFQ submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-23. PUBLIC ENTITY CRIME: 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 more than 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 RFQ proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-24. CODE OF ETHICS: If any Proposer violates or is a party to a violation of the code of ethics of the CITY 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 proposal for work, goods or services for the city.

1-18. PROTESTS: Protests of the plans, specifications, and other requirements of the Request for Qualifications 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 determines 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
NATURE OF SERVICE REQUIRED

2.1 SCOPE OF SERVICES:

The selected Proposer must provide governmental representation and consulting services requested by the City, for various subjects/issues assigned to the selected Proposer. The selected Proposer will receive issue and project assignments based on the City's annual legislative package.

The selected Proposer shall:

- a) Report and meet with the Interim City Manager or City Manager on a weekly basis, or on an as needed basis, during the Florida Legislature's legislative session on those issues important to the City and the actions taken on such issues.
- b) Report and meet with the Interim City Manager or City Manager monthly, or on an as needed basis, when the Florida Legislature is not in session.
- c) Prepare monthly reports (weekly during the Legislative session), in a timely manner, advising the City Manager of the status of all issues that they are monitoring or tracking that may affect City of Opa-Locka, the actions taken on such issues, and recommendations for future actions on such issues.
- d) Raise, discuss, and recommend any affirmative legislative action that may benefit the city.
- e) If requested; be available on a twenty-four-hour basis during the session; assisting in writing, interpreting, and monitoring legislation and regulations; drafting legislation, amendments, proviso language, position papers, and testimony; and providing monthly written progress reports detailing services that have been rendered.
- f) Provide a full range of lobbying, legislative consulting, and advocacy services; including meeting with members of the Legislature, testifying at committee meetings on the City's behalf, a designated person assigned to closely monitor and review all substantive floor amendments, bills, and preparing reports advising the City Manager of the status of legislation during the legislative session.
- g) Integrate its efforts with the City Manager to ensure a strong consistent legislative program.
- h) Be prepared to obtain and provide documentation and research materials upon request.
- i) Upon request by the City Manager, forward copies of all required reports to the City Manager as requested by the City Manager for that instance.

2.2 BUDGET

The final dollar amount will be negotiated with the selected firm/team as part of the final contract. If the City is unable to negotiate a satisfactory contract with the firm selected, negotiations with that firm will be terminated and the City may select another firm.

2.3 TERM

The agreement shall commence upon final execution of the agreement by the City and the term will be for a two (2) year term.

PART III

PROPOSAL REQUIREMENTS

3-1 GENERAL REQUIREMENTS

The purpose of the response is to demonstrate the qualifications, competence and capacity of the firm seeking to provide governmental representation before the executive and legislative branches of the State and Federal Government services for the City of Opa-Locka in conformity with the requirements of this Request for Qualifications. As such, the qualifications will carry more weight than their form or manner of presentation. The technical response should demonstrate the qualifications of the individual or firm and of the staff to be assigned to this engagement. Please provide as much information as possible regarding qualifications and experience.

At a minimum, the following information must be included as part of the proposal: Request for Qualifications Lobbying Services.

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 RFQ. The following must be received by the proposal due date.

Firm's proposal

Proposal and Related Non-Profit and Public Body Experience Sufficient information should be provided regarding the proposal of the firm to provide the requested scope of work. Provide a listing of current non-profit and public entity clients similar to the Authorities for which your firm is providing lobbying services.

Personnel proposal

Provide sufficient information and related experience of personnel who will perform the appropriate lobbying services.

3-2 SUBMISSION OF PROPOSAL

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:

Cover Page - Show the name of Proposer's agency, attorney/firm, address, telephone number, name of contact person, date, and the proposal number and description.

Table of Contents

Include a clear identification of the material by section and by page number.

A. Executive Summary

A summary of the key points of qualifications describing the most important elements. It should restate the purpose of the proposal, highlight the major points of the proposal, and describe any

results, conclusions, or recommendations from the proposal.

1. Limit to one or two pages.
2. Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

B. Company Information

The general company information must be part of the proposal.

1. General Information.
2. Name of Business.
3. Mailing Address and Phone Number.
4. Names and contact information of persons to be contacted for information or services if different from name of person in charge.
5. Normal business hours.
6. State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
7. Give the date business was organized and/or incorporated, and where.
8. Give the location of the office from which the work is to be done and the number of professional staff employees at that office.
9. 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.
10. 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.

C. Key Personnel

1. Identification of the service team.
2. Name and address of the Lead Firm or any sub consultants.
3. Point of contact (name, title, email, and phone number).
4. Legal form of company (partnership, corporation, joint venture, etc.).
5. List of key service personnel qualifications and experience.
6. Describe the team's experience working in the industry as it pertains to this service.

D. Technical Competence and Qualifications

E. Must be licenses with the State of Florida and be in good standing the Florida Bar Association. Qualifications and technical competence of consultant and sub consultants in lobbying services are required. Identify proposed sub-consultants (if any) that will be retained to perform specified items of work listed in this RFQ. Specify the number of years the Proposer has been in business.

F. Description of experience with similar services including a list of references with contact information.

1. Identify the Proposer's proposal to perform the services identified in this RFQ as listed in section 2-2 of the Scope of Services.

G. Description of the service approach proposed for accomplishment of the work. Outline the basic technical procedures and the managerial approach which the service team leadership will adopt.

H. Include resumes, not exceeding one page each, of all key personnel who will be assigned to the city.

I. – References: List a minimum of three (3) representative clients in Florida for which the proposer has

provided lobbying services

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY THE PROPOSER.

PART IV EVALUATION OF PROPOSAL

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 RFQ 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 outlined 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.

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 is intended only for the purpose of providing clarification in response to questions from the Committee.

Category	Points
A. Experience, Capability and Staffing Qualification (35 points) Proposer's knowledge and experience in representing public and private organizations, firms, and corporations, including experience/performance on projects of similar size and scope; Experience of the Proposer, including Key Personnel and experience of sub consultants. 1.	35
B. Methodology (25 points) Proposer's methodology and approach in providing the services in all the subject areas and issues as identified in the RFQ. Proposer's understanding of City of Opa-Locka and experience on key City Issues.	25

C. Working Relationship (15 points) Demonstration of an understanding of service goals by providing a thorough, creative, and clear suggested approach to attain the goals outlined in the “Scope of Service”. Proposer’s demonstrated ability and capability to establish, maintain and enhance working relationships between City elected officials and staff and the executive and legislative branches of the State and Federal Government and relevant state agencies including the Proposer’s demonstrated ability to establish relationships with executive and legislative leadership to promote the interests of the City of Opa-locka.	15
D. Completeness of Proposal (15 Points) The top three ranked firms may be scheduled for an interview/presentation.	15
E. References (10 Points) A list of at least three (3) client references who can verify comparable service experience and provide comments regarding the Proposer’s work.	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 proposal. 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 proposal 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 RFQ, 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 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 proposal, and the resulting negotiated agreement. The City's decisions will be final. After the notification of the selected firm, it is expected that an Agreement will be executed between both parties. The city staff will recommend an award to the responsible Proposer whose Proposal is determined to provide overall best value to the city, considering the evaluation factors in this RFQ.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposal and oral presentations a recommendation will be made to the Interim Manager for submission to the City Board for final approval. Upon Board 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.

CALENDAR OF EVENTS:

EVENT	DATE/LOCATION	
Release Date	05/21/2023	
Pre-Bid Meeting	06/05/2023 @ 12:30pm	
Written Questions Due	06/09/2023 @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFQ No: Bid Questions"	
Response to Questions	06/12/2023 @ 5:00pm	
Due Date/Bid Opening	06/16/2023 @ 2:00 pm	at: City of Opa-locka Office of the City Clerk 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054 OR Electronic Bid on www.Demandstar.com
PHASE 1: 1st Evaluation Committee Meeting (Open to the Public).	TBA	
PHASE 2: (Only if necessary) Shortlist Presentations	TBA	
Committee Ranking (Open Meeting)	TBA	
Contract Negotiations (Closed Meeting)	TBA	
Award Letter Recommendation	TBA	
Post Award	TBA	



**RFQ No:23-XXXXXXX
PROPOSER PROPOSAL**

COMPANY INFORMATION FORM THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE PACKAGE.

Company Name:_____

Federal ID No.:_____

Contact Person (Name and Title):_____

Telephone Number:_____

Mailing Address:_____

Email:_____

Fax Number:_____

Type of Organization: ☐ Corporation ☐ Partnership ☐ Individual ☐ Other:



RFQ NO: 23-XXXXXXX
PRICE PROPOSAL FORM

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

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

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____



DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/ proposal, which are equal with respect to price, quality, and service, are received by the CITY for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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



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 proposer 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 proposer 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 proposer, 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 proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other proposer, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other proposer, 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 proposer 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

By: _____
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 Opa-locka CRA. 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 the E-verify system 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 CRA; 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 this 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 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 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 the required registration with, and use of the E-verify system 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; and

Should vendor become successful Contractor awarded for the above-named project, by entering 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 this 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: _____

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO CONDUCT AN EVALUATION OF ALL CITY OWNED FACILITIES FOR COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND TO IMPLEMENT A PLAN TO BRING ANY DEFICIENCIES INTO COMPLIANCE WITHIN NINETY (90) DAYS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to ensure that it remains in compliance with the Americans Disabilities Act (ADA) and that all residents and visitors of the City feel accommodated; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to direct the Interim City Manager to conduct a thorough evaluation of all City-owned facilities for any ADA deficiencies. The areas of concern and a plan to remediate shall be presented to the City Commission within ninety (90) days of passage of this Resolution.

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 conduct an evaluation of all City owned facilities for compliance with the Americans with Disabilities Act and to implement a plan to bring any deficiencies into compliance within ninety (90) days of passage of this Resolution.

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 and approval 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: _____

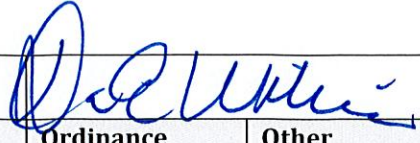
Seconded by: _____

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:	05.24.2023		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No X	Yes X
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept)</i> Ex:		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No X	RFP/RFQ/Bid#:			
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No X	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>		
Sponsor Name	Mayor Taylor		Department:	City Commission		

Short Title:

A resolution directing the Interim City Manager to conduct an evaluation of all public area in City owned facilities for compliance with the Americans with Disabilities Act and to implement a plan to bring any deficiencies into compliance within 90 days.

Staff Summary:

The City would like to ensure that it remains in compliance with the Americans Disabilities Act (ADA) and that all residents and visitors of the city feel inclusive. Therefore, the Interim City Manager shall conduct a thorough evaluation of all city-owned facilities for any ADA deficiencies. The areas of concern and a plan to remediate shall be presented to the City Commission within 90 days.

Financial Impact -

Proposed Action:

It is recommended the City Commission approve legislation directing the Interim City Manager to conduct an evaluation of all public area in City owned facilities for compliance with the Americans with Disabilities Act and to implement a plan to bring any deficiencies into compliance within 90 days.

Attachment:

Sponsored by: City Clerk

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING A PUBLIC RECORDS, RECORD RETENTION AND DISPOSITION POLICY FOR THE CITY OF OPA-LOCKA, FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING AN EFFECTIVE DATE. *Sponsored by City Clerk*

WHEREAS, the City Commission of the City of Opa-Locka desires to adopt and establish the Public Records, Record Retention and Disposition Policy attached as Exhibit “A”; and

WHEREAS, the City Commission of the City of Opa-Locka maintains that transparency in government should always be a top priority; and

WHEREAS, the City Commission of the City of Opa-Locka finds that adoption of the Public Records Policy attached hereto is in the best interests of the City of Opa-Locka.

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 authorizes the adoption of the Public Records, Record Retention and Disposition Policy attached hereto as Exhibit “A”.

Section 3. The Policy shall be kept on file in the Office of the City Clerk of the City of Opa-Locka.

Section 4. Sections of this Resolution may be renumbered or re-lettered and correction of typographical errors which do not affect the intent may be authorized, following review by the City Attorney, without the need for public hearing, by filing a corrected copy of same with the City Clerk

Section 5. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor’s Designee.

PASSED and ADOPTED this _____ day of _____, 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

Office of the City Clerk:	Joanna Flores								
Commission Meeting Date:	05/24/2023	Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other				
			X						
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>		1st Reading				
			X	Public Hearing: <i>(Enter X in box)</i>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Yes</td> <td style="width: 50%;">No</td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Yes	No	
Yes	No								
	X								
Funding Source:	<i>(Enter Fund & Dept)</i> Ex: N/A		Advertising Requirement: <i>(Enter X in box)</i>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Yes</td> <td style="width: 50%;">No</td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Yes	No		X
Yes	No								
	X								
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:						
		X							
Strategic Plan Related <i>(Enter X in box)</i>	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: <i>(list the specific objective/strategy this item will address)</i>				
	X								
Sponsor Name	City Clerk		Department: Office of the City Clerk						

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING A PUBLIC RECORDS, RECORD RETENTION AND DISPOSITION POLICY FOR THE CITY OF OPA-LOCKA, FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In response to Finding # 81 included in the 99 Findings which the City of Opa-locka must take corrective action on per the Auditor General of the State of Florida, the City Clerk's Office is implementing a city-wide policy for Public Records Request Retention and Disposition.

Proposed Action:

The City Clerk recommends that the City Commission approve the legislation to establish, adopt, and implement the city's Public Records, Record Retention and Disposition policy.

Attachment:

1. Agenda Cover Memo
2. Public Records, Records Retention and Disposition Policy

CITY OF OPA-LOCKA

PUBLIC RECORDS, RECORD RETENTION & DISPOSITION POLICY

DEPARTMENT: City Clerk

DATE ADOPTED: TBD

SECTION A – EXECUTIVE SUMMARY

A.01 – Authority

Florida Constitution, [Article 1, Section 24](#);
Florida Statutes, [Chapter 119](#) (Public Records);
Florida Statutes, [§257.36](#) (Records Disposition);
Florida Statutes, [Chapter 668](#) (Electronic Commerce);
Florida Statutes (various chapters / exemptions to public access to certain records);
Florida Administrative Code (F.A.C.), [Ch. 1B-24](#) (Disposal of Records);
Florida Administrative Code (F.A.C.), [Ch. 1B-26](#) (Electronic Record-keeping);
Florida Records [Retention Schedules](#);
City Charter, [Citizens' Bill of Rights](#)

A.02 – Scope of Applicability

This policy shall apply to all departments of the City of Opa-locka.

A.03 – Purpose

It is the purpose of this policy to ensure that the public records of the City of Opa-locka are efficiently distributed, retained and disposed in a manner consistent with Florida Statutes, Florida Administrative Code, the Florida Public Records Act, and the City Charter.

A.04 – Policy Statement

It is the policy of the City of Opa-locka to comply with the Public Records Act by making the City's public records available for inspection at reasonable times and under reasonable circumstances and, upon request, provide copies of such records at costs authorized by Florida Statutes. Furthermore, it is recognized that employees have a duty to preserve and retain all public records, including electronic communications, in compliance with Florida Law.

A.05 – Supplemental Administrative Policies & Procedures

The City Clerk ("Clerk") is authorized to adopt additional administrative policies, if necessary to carry out the recordkeeping and public records functions of the City. All such additional policies and procedures shall be incorporated herein.

A.06 – Prompt Handling

It is the goal of the City of Opa-locka to fulfill public records requests promptly and in good faith, as stipulated in Florida law, provided that the requested records are readily accessible and absent of exempt or confidential information. Voluminous requests, requests spanning multiple city departments, or requests for records requiring redaction of statutorily exempt or confidential information may result in longer response times.

SECTION B – CUSTODIAN OF RECORDS

B.01 – Custodian of Records

While public records requests may be submitted to city employees/departments for the most expeditious processing, public records should be submitted online at <https://opalockafl.justfoia.com/publicportal> or directed to the following:

City Clerk
City of Opa-locka
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054
Phone – (305) 953-2800
Email: jflores@opalockafl.gov

City employees/departments who receive a public records request directly shall promptly notify the City Clerk's Office.

SECTION C – DEFINITIONS

Appointed Officials: Shall mean the City Manager, City Attorney and City Clerk.

Confidential Public Records: Shall be those records, or portion thereof, specifically designated as “confidential” by applicable statute. Unlike “exempt” records, the City has no discretion and may not release records designated by the Florida Legislature as confidential.

Electronic Communications: All communications, regardless of the technology or means of transmission, sent electronically from one device to another. This includes electronic mail (e-mail), SMS messages (text messages), MMS (multimedia / picture messages), social media records (Facebook, Instagram, YouTube, Twitter, etc.).

Employee: As used in this policy, employee shall include all persons who are full-time or part-time employees of the City of Opa-locka, including the Mayor and City Commissioners, and shall also include any non-paid volunteers, interns, and appointees to the various advisory boards and committees.

Exempt Public Records: Shall be those records, or portions thereof, specifically designated as “*exempt*” by applicable statute. As exempt records, the City has discretion to release such records, in whole or in part, when there is a public purpose.

Long-Term Record: For the purposes of this policy, records having a minimum retention period of 5 years, or greater, shall be considered long-term records. In addition, any records a department intends to or has retained for 5 or more years, regardless of the minimum retention period, shall be considered long-term records.

Public Record: Shall have the definition as specified by §119.011 (12), F.S., as may be amended from time to time, which currently reads:

“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 official business by any agency”.

The definition shall be interpreted liberally to include all records prepared in connection with official agency business, including electronic communications, which are intended to perpetuate, communicate, or formalize knowledge. This definition includes e-mails and text messages created or transmitted in connection with transactions of official business, regardless of whether the communication was sent from a City-owned device or a privately owned device.

Records Custodian: Employee designated as responsible for processing Public Records Request within a specific department or division of the City for the records maintained therein.

Redact / Redaction: The act of censoring all or part of a record to obscure or excise information contained therein that is exempt or confidential, thereby preventing public disclosure of the protected content.

Research: Shall mean those instances where the City elects to compile information that is not routinely developed or maintained by the agency or that requires extensive amount of manipulation or computer programming.

Records Management System (RMS): The centralized record management system implemented by the City and administrated by the Clerk. Currently, the Clerk administers Laserfiche as the City's RMS.

Readily Accessible Record: A record that is routine in nature, easily located by staff with a minimum of effort, is in a medium that affords easy duplication, and which requires no redaction of exempt or confidential information. Examples of readily available records may include City budgets, minutes of official meetings, copies of public notices, etc.

SECTION D – RECORDS RETENTION

D.01 – Retention

Records meeting the statutory definition of “public records” must be retained in accordance with Florida law. Records may not be disposed of until the longest applicable retention period has been satisfied, per the public retention schedules.

D.02 – Retention Schedules

The State of Florida Department of State, Division of Library & Information Services (DLIS), per rulemaking authority granted by §257.36(6), F.S., has developed a set of *record schedules* containing individual *record series* defining various public records, and establishing minimum retention requirements. Employees must adhere to these schedules and shall keep records in compliance with the longest retention period imposed.

D.03 – Long-Term Records

It is the policy of the City that all departments utilize the established records management system (RMS) as the primary public records repository for all long-term records of the City. Short-term records may also be stored in the RMS, at the discretion of the appropriate department director.

D.04 – Electronic Mail

All electronic mail (e-mail) communications meeting the statutory definition of a “public record” must be retained in accordance with Florida law. To satisfy this requirement, the City shall acquire, implement, and maintain IT systems which maintain a searchable archive of messages sent or received from the City’s centralized e-mail platform (e.g. Microsoft Outlook / Exchange).

To ensure that all e-mail messages meeting the definition of a “public record” are retained, city employees are specifically **prohibited** from using private, non-City e-mail servers to conduct City business (e.g. @gmail.com, @yahoo.com, etc.). Furthermore, should any employee receive unsolicited e-mail communications to their private/personal e-mail account, it is the duty of the employee to preserve and retain all communications meeting the definition of a “public record” and to promptly transfer those records to the custody of the City. (See also: [D.05 Text Messaging & Other Electronic Communications](#))

D.05 – Text Messaging & Other Electronic Communications

Employees shall transmit and/or receive text messages only on devices owned or leased by the City of Opa-locka. All City-issued cellular/mobile phones shall be enrolled into the retention system to ensure that all communications sent or received on the City-owned device are automatically retained for public record purposes.

Note: Under this policy, it shall be permissible to transmit messages from a personally owned phone to a City-issued phone, or vice versa, as the City-issued phone will preserve a record of all communications. It is the intent of this section to prohibit business-related communications originating from a private device from being transmitted to another privately owned device, thereby circumventing the City’s automatic retention software.

Personally Owned Devices: Employees are specifically **prohibited** from transmitting or receiving any written electronic communications concerning City business on privately owned devices. Furthermore, should an employee (1) receive unsolicited communications on a non-City-owned device or (2) inadvertently transmit such communications, it is the duty of the employee to preserve and retain all communications meeting the definition of a “public record” and to promptly transfer those records to the custody of the City. (See also D.04 Electronic Mail)

Technologies other than text messaging: This prohibition shall be broadly interpreted to prohibit the use of any technology for which the City lacks a mechanism to automatically retain every written communication, including instant messaging, personal messaging, and social media (Facebook, Twitter, Instagram, Skype, Teams, Zoom, etc.).

D.06 – Social Media Records

The Information Technology Department shall implement a retention system to collect and store all content posted to City-owned or maintained social media accounts.

SECTION E – RECORDS DISPOSITION AND DESTRUCTION

E.01 – Disposal of Records; Active Request or Litigation

No record which is the subject of an active public records request, or which pertains to active, pending, or anticipated litigation shall be disposed of without the written consent of the City Attorney.

Records pertaining to an inactive or abandoned records request shall be maintained for at least 30 days after the completion of the request.

All other records may be disposed upon the expiration of the longest applicable retention period. When disposal is conducted, all records containing exempt or confidential information shall be disposed of using a means of destruction authorized by the Florida Administrative Code.

E.02 – Email Disposal

As e-mail is the most abundant record created or received by the City’s government, it is impractical to retain such quantities of records *en masse* for lengthy periods of time. Therefore, it shall be the policy of the City of Opa-locka to dispose of e-mail messages after a period of five years except messages sent or received by specified senior staff, specifically the Mayor, City Commissioners and their aides; appointed officials and their aides; and department heads, which shall be retained for a period of at least 15 years.

Up to the point of disposition, staff shall have the ability to transfer selected e-mail messages from the main e-mail repository and refile same into the subject matter file to which they pertain (e.g. e-mails relating to a building permit can be transferred from the e-mail repository and filed with the permit file).

E.03 – Disposal Notification

Employees/Departments shall notify the Clerk upon the destruction of any public records in the custody of the City.

E.04 – Annual Report to the Florida Department of State

In accordance with Ch. 257, F.S., the Clerk shall complete and return the annual statement to the Florida Department of State summarizing the records disposed of during the year.

SECTION F – PUBLIC RECORDS REQUESTS

F.01 – Written Request Not Required

A member of the public shall not be required to submit their request in writing, upon any pre-printed or electronic form. A request may be submitted in any format including written, orally, or via electronic communication including telephone, e-mail or fax. Employees must honor a public records request in any format and/or means of submittal. However, the City encourages requestors to submit requests online at <https://opalockafl.justfoia.com/publicportal>, thereby providing documentation of their requests should any dispute arise.

F.02 – Acknowledgement and Timely Response Required

Florida courts have ruled that the only permissible delay to providing access to public records is the reasonable amount of time necessary for custodians to locate the responsive records and enforce any applicable exemptions thereto. Therefore, staff shall promptly acknowledge all public records requests and respond in good faith.

F.03 – Clerk to Coordinate Requests

The Clerk shall serve as the centralized coordinator of all requests for City records.

F.04 – Log of Requests

The Clerk shall be notified of all requests for City records and the Clerk shall keep a log of all requests.

F.05 – Requests When Litigation Pending

In the event the individual or entity requesting access to public records is involved in active or threatened litigation, or is representing such persons, such a request shall be referred to the City Attorney's Office. The City Attorney shall notify the Clerk upon the completion of the request.

F.06 – Screening Records for Exempt or Confidential Information

By Florida Law, records custodians are mandated to review records which are known or suspected to contain exempt or confidential content. If a review of the responsive record(s) is warranted, it shall be completed expeditiously by a property trained employee.

Public records declared as Exempt or Confidential by law shall not be made available for inspection or copying to a member of the public, unless the exempted portions are sufficiently redacted to prevent disclosure.

F.07 – Choice of Formats

If City records are available in more than one format, the requestor may choose which format/medium to receive; however, staff is not required to convert records into a new medium or format. Furthermore, staff shall not convert records from one format to another with the intent of frustrating or inconveniencing the requestor or hindering the requestor's ability to easily and conveniently utilize the records or data.

F.08 – Search Parameters

Requestors are highly encouraged to provide as much detail in each request so as to positively identify the records sought. Specifically, it is helpful for the requestor to:

1. Provide a date range
2. Provide the name(s) of the specific employee(s), individual(s), City Department(s), and/or business entity(ies) pertaining to the inquiry
3. Provide a list of relevant keywords or search parameters
4. If the request pertains to e-mail, provide the relevant e-mail address(es) and/or domain name(s), if known
5. If the request pertains to property, provide the address, parcel number, or owner's name, if known

Providing such detail greatly assists City staff in narrowing the scope of the request to encompass only those records sought – which reduces time necessary to provide access to the requested records and can reduce the cost of fulfilling the request, if any.

F.9 – Fees

The City shall assess any applicable fee associated with public records requests as authorized by Chapter 119, F.S. Fees are for those items set out in §119.07(4), F.S. For other consumable materials not specifically addressed by said statute, the actual cost of duplication, materials, and postage shall be charged.

If the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of clerical or supervisory assistance by personnel of the department or division involved, in addition to the actual cost of duplication, a special service charge of not less than Fifteen Dollars (\$15.00) per hour shall be imposed. The service charge may exceed this amount, based on the actual hourly rate of the lowest paid personnel that can provide the service.

F.10 – Deposit Required When Fees Assessed

For requests where a fee or special service charge is assessed, staff shall transmit a cost estimate to the requestor and obtain a deposit in the amount of 50% of the total estimate prior to initiating any work relative to the request. In such cases, the responsive records shall not be provided to the requestor until all outstanding assessments have been paid in full. ([See F.12 Abandoned Requests](#))

F.11 – Abandoned Requests

Should the City attempt to contact the requestor and/or transmit a cost estimate and the requestor fails to respond in good faith, the City shall deem the request as “abandoned” after a period of 14 calendar days and the log shall reflect abandonment. In cases where holidays or other closures of the City’s administrative offices occur, staff shall afford reasonable additional time to the requestor to respond.

F.12 – Request for Employee Personnel Files

As the City possesses many records relative to individual employees, it is necessary to define the specific items that shall comprise the official “personnel file” in order to provide consistency in the release of records pursuant to the public records request. For purposes of responding to a public records request, the “personnel file” shall constitute those items which document an employee’s work history and career events (hiring, transfer, promotion, dismissal, resignation, retirement, etc.) compensation, training, commendations, performance evaluations, disciplinary actions, and/or work injuries. This definition thereby excludes records pertaining to fringe benefit selections (i.e. annual open enrollment), garnishments, timesheet/payroll data, background or driving history checks, drug and alcohol tests, federal tax related forms, pension records, etc.

F.13 – Electronic Data

Florida Law mandates that information technology (IT) systems implemented by public agencies shall not erode the public’s access to records (see §119.07(2) (a), F.S.). Therefore, staff shall provide access to raw data. In the event that no preexisting report or query exists to extract the records sought, a special service charge for extensive use of resources or staff time may be assessed, in compliance with this policy.

F.14 – Requests for Research

Requests for research of City records may be accommodated at the convenience of the City (pursuant to §119.07(2) (f), F.S.). In the event the City elects to conduct research, a research fee shall be levied in the amount of the actual costs of conducting research.

F.15 – Standing Requests

The City shall not accept any standing request for records that do not yet exist, or for records which may be created or received by the City at some future date. The City is only obligated to respond to requests by providing records which exist at the time a public records request is submitted.

F.16 – Requests by Employees

Mayor/City Commission: The members of the City of Opa-locka Commission and appointed officials shall have access to all general records of the municipality, except those which may relate to active/ongoing investigations.

City Auditor: In compliance with §119.07(6), F.S., the City Auditor shall be afforded access to the records necessary for fulfilling his/her duties.

City Ethics Officer: The City's Ethics Officer shall be afforded access to the records necessary for fulfilling his/her duties.

All Other Employees: Requests by an employee in the normal course of his/her duties shall not fall under the purview of this policy.

F.17 – Email Address Confidentiality

Under Florida law, e-mail addresses are public records. If an individual does not want their e-mail address released in response to a public records request, they should not send electronic mail to any City employee. Instead, contact the office by phone or in writing. (§668.6076, F.S.)

F.18 – Certified Records

For certification, eligible records in City custody shall be certified by affixing the City Seal and being countersigned by the Clerk or Deputy Clerk. The Clerk may assess the statutory fee for certification of records.

SECTION G – TRAINING, COMPLIANCE, AND VIOLATIONS

G.01 – Violations

Employees are hereby notified that violation of public records law or City policies concerning public records shall be grounds for disciplinary action. Repeated violations or flagrant abuses shall be grounds for termination.

G.02 – Sunshine Manual

On an annual basis, the Mayor/Commission, appointed officials and department heads shall be provided a copy of the latest version of the Florida Attorney General's Sunshine Manual.

SECTION G – MISCELLANEOUS PROVISIONS

G.01 – Administration

The Clerk shall be responsible for the preparation of any forms necessary for the implementation of this policy. It shall be his/her responsibility to administer this policy and to recommend any amendments that may, from time to time, be appropriate.

G.02 – Ministerial Amendments

The Clerk is authorized to periodically update this policy in the event of legislative changes to the Public Records Act or other exemptions created or abolished by the Florida Legislature, or to incorporate new case law from Florida courts. A record of such amendments shall be kept by the Clerk and shall be reflected in the revision history of this policy.

The Clerk shall notify the Mayor/Commission via memorandum of any planned ministerial revisions to this policy and the revisions shall become effective 30 days thereafter

notwithstanding the objection of any member of the City Commission. Upon any objection, the Clerk shall place the revisions on a regular meeting agenda for ratification by the full City Commission.

All substantive amendments to this policy shall require ratification by the City Commission.

G.03 – Effective Date

This policy shall become effective upon adoption by the City Commission.

Revision History:

ORDINANCE 2023-__

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING CHAPTER 14, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "NUISANCES" CREATING NEW SECTION 14-13(1) AND SUBSEQUENT NUMERICAL SECTIONS TO BE ENTITLED "REGISTRATION OF FORECLOSURE MORTGAGED PROPERTIES"; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY; PROVIDING FOR REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY BY MORTGAGAEES; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN THE CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to protect the public health, safety, and welfare of the citizens of the incorporated area of City of Opa-Locka and maintain a high quality of life for the citizens of the City through the maintenance of structures and properties in the City; and

WHEREAS, the City Commission recognizes properties subject to foreclosure action or foreclosed upon (hereinafter referred to as "Registrable Properties") located throughout the City lead to a decline in community and property values; creates nuisances; leads to a general decrease in neighborhoods and community aesthetic; creates conditions that invite criminal activity; and fosters an unsafe and unhealthy environment; and

WHEREAS, the City Commission has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the City Commission recognizes in the best interests of the public health, safety, and welfare a more regulated method is needed to discourage Registrable

Property Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the City Commission has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the City to discourage Registrable Property and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

WHEREAS, the City Commission finds that the implementation of the following changes and additions will assist the City in protecting neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership, and lack of compliance with existing City regulations and laws

NOW THEREFORE, BE IT ORDAINED THE CITY NOW THEREFORE, BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing “Whereas” clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Chapter 14 “Nuisances”, Article I to create new Section 14-13, entitled “REGISTRATION OF FORECLOSURE MORTGAGED PROPERTIES”, which shall read:

Chapter 14. REGISTRATION OF FORECLOSURE MORTGAGED PROPERTIES
ARTICLE I.
Sec. 14-13.

Sec. 14-13 (1) PURPOSE AND INTENT.

It is the purpose and intent of the Commission to establish a process to address the deterioration, crime, and decline in value of City neighborhoods caused by property with foreclosing or foreclosed mortgages located within the City, and to identify, regulate, limit and reduce the number of these properties located within the City. It has been

determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the Commission's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Foreclosure or Foreclosed, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners.

Sec. 14-13 (2) DEFINITIONS

Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned personal property means wrecked or derelict property which has been left abandoned and unprotected from the elements and shall include wrecked, inoperative or partially machinery, dismantled motor vehicles, trailers, boats, refrigerators, washing machines, plumbing fixtures, furniture and any other similar article which has been left abandoned and unprotected from the elements.

Accessible property means a property that is accessible through a comprised/breached gate, fence, wall, etc.

Accessible structure means a structure/building that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

Enforcement officer means any law enforcement officer, fire department official, building official, zoning inspector or code compliance officer employed within the city.

Default shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Enforcement Officer shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the City to enforce the applicable code(s).

Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of

furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

Foreclosure or Foreclosure Action shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

Mortgagee shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities as assignee or owner.

Nominal salvage value means the value of an article of abandoned or derelict property which a reasonably prudent person would believe the fair market value of the property would be nominally greater than the costs of salvage including the removal, transportation, storage, and sale of same. (This shall take into consideration its useful life, earning capacity or replacement cost, less depreciation and items of general or special depreciation.)

Owner shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

Private property means all lands and improvements other than public lands and improvements.

Property Manager shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

Public property means canals, all waterways, lands and improvements owned by a governmental body or any governmental agency including, but not limited to,

easements and rights-of-way, but excluding the campus of any institution of the state university system.

Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the City limits.

Registrable Property shall mean any Real Property located in the City, whether vacant or occupied, that is subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or trustee and a judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a "foreclosure" property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the Foreclosure Action has been dismissed.

Registry shall mean a web-based electronic database of searchable real property records, used by the City to allow Mortgagees the opportunity to register properties and pay applicable fees as required in this Chapter.

Residential building means any improved real property, or portion thereof, situated in the City, designed or permitted to be used for dwelling purposes, and shall include the buildings and structures located on such improved real property.

Semi-Annual Registration shall mean six (6) months from the date of the first action that requires registration, as determined by the City, or its designee, and every subsequent six (6) months the property is Registrable. The date of the initial registration may be different than the date of the first action that required registration.

Utilities and Services shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all City codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

Vacant means any building/property/structure that is not legally occupied.

Sec. 14-13(2) JURISDICTION

This Chapter applies to Foreclosing or Foreclosed property within the City.

Sec. 14-13(3) APPLICABILITY

- (1) *Applicability.* This article shall be considered cumulative and not superseding or subject to any other law or provision for same, but shall rather be an additional remedy available to the city above and beyond any other state, county and/or local provisions for same.
- (2) *Penalties.* Any person who shall violate the provisions of this article shall, upon conviction, be punished as provided in this section.
- (3) *Placement of abandoned personal property prohibited.*
 - (a) It shall be unlawful for any person to abandon personal property upon private property:
 1. Without receiving the property owner's consent; or
 2. In violation of this or any other applicable law, ordinance or regulation.
 - (b) Nothing in this section shall be deemed to apply to abandoned personal property authorized to be left on private business property properly operated, licensed and zoned in the city for the purpose of accepting abandoned property.
- (4) *Public nuisance.* All abandoned personal property and foreclosure real property is hereby declared to be a public nuisance, the abatement of which is hereby declared to be necessary for the health, welfare and safety of the residents of the city.
- (5) *Notification procedure.* When an enforcement officer ascertains that an article of personal property having nominal salvage value lies abandoned or derelict upon private property, that officer shall:
 - (a) Cause a notice to be placed upon such abandoned property in the substantially following form:

NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE
ATTACHED PROPERTY THIS PROPERTY, TO WIT: (setting forth brief
description)

LOCATED AT: (setting forth brief description of location) is:

IMPROPERLY STORED AND IS IN VIOLATION OF (setting forth ordinance
or violation violated)

AND MUST BE REMOVED WITHIN TEN (10) DAYS FROM THE DATE OF
THIS NOTICE; OTHERWISE IT SHALL BE PRESUMED TO BE
ABANDONED PROPERTY AND WILL BE REMOVED AND SOLD OR
DESTROYED BY ORDER OF THE GOVERNING BODY OF THE CITY OF
MARGATE, FLORIDA

DATED THIS: (setting forth the date of posting of notice);

SIGNED (setting forth name, title, address and telephone number of enforcement officer.)

Such notice shall be not less than eight (8) inches by ten (10) inches and be sufficiently weatherproof to withstand normal exposure to the elements.

- (b) The enforcement officer shall also make reasonable effort to ascertain the name and address of the owner of the abandoned property and, if such address is reasonably available, the officer shall mail by certified mail a copy of the notice to the owner on or before the date of posting the above-described notice on the abandoned personal property.
- (c) The enforcement officer shall mail, by certified mail, a copy of the above-described notice to the owner of the real property upon which the abandoned personal property is located, as shown by the real estate tax records used by the county, on or before the date of posting such notice.

(6) *Removal of abandoned personal property.*

- (a) If at the end of ten (10) days after posting notice under this article, the owner or any person interested in such abandoned personal property described in the notice has not removed same, the enforcement officer may cause the article of abandoned personal property to be removed and destroyed or sold, and the salvage value, if any, of such article shall be retained by the local government to be applied against the cost of removal and destruction thereof.
- (b) Before sale or destruction, as determined by the City of Margate, any owner or lienholder of the abandoned personal property shall be permitted to regain possession thereof upon proof of ownership or lien rights entitling the lienholder to possession, upon payment of storage charges and all expenses incurred by the enforcement officer and/or the city.

(7) *Registration of foreclosure property.*

- (a) Any mortgagee who holds a mortgage on real property located within the city shall perform an inspection of the property that is the security for the mortgage, upon issuance of a notice of default. The mortgagee shall, within ten (10) days of the inspection, register the property with the code compliance unit of the City of Margate, or designee.
- (b) Properties shall be inspected by the mortgagee or designee monthly until (1) the mortgagor or other party remedies the default, or (2) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the mortgagee shall, within ten (10) days of that inspection, update the property with the code compliance unit of the of the City of Margate, or designee.

- (c) Registration pursuant to this section shall contain the name of the mortgagee, the direct mailing address of the mortgagee, a direct contact name and telephone number of mortgagee and, in the case of a corporation or out-of-area mortgagee, the local property management company responsible for the security and maintenance of the property.
- (d) A non-refundable semi-annual fee in the amount of three hundred dollars (\$300.00) shall accompany the registration form. Fees shall be tendered in U.S dollars.
- (e) Each individual property on the Registry that has been registered for twelve (12) months or more prior to the Effective Date shall have thirty (30) days to renew the registration and pay the non-refundable three hundred dollars (\$300.00) Semi-Annual Registration fee. Properties registered less than twelve (12) months prior to the Effective Date shall renew the registration every six (6) months from the expiration of the original registration renewal date and shall pay the non-refundable three hundred dollars (\$300.00) Semi-Annual Registration fee.
- (f) If the mortgage and/or servicing on a property is sold or transferred, the new Mortgagee is subject to all the terms of this Section. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- (g) If the Mortgagee sells or transfers the Registrable Property in a non-arm 's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- (h) This section shall also apply to properties that have been the subject to a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.
- (i) If the Foreclosure Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten (10) per cent of the Semi-Annual Registration fee shall be charged for every thirty-day period, or

portion thereof, the property is not registered and shall be due and payable with the registration.

- (j) Properties subject to this remain under the semi-annual section shall registration requirement, security and maintenance standards of this section as long as they remain Registrable Property.
- (k) Any person or corporation that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change.

(8) *Maintenance requirements.*

- (a) Properties subject to this article shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.
- (b) The property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- (c) Visible front, side and rear yards shall be landscaped and maintained to the neighborhood standard at the time registration was required. All rear yards shall be maintained such that they do not attract wildlife such as rats, raccoons, stray cats, etc.
- (d) Landscape shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for residential installation. Landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to, watering, irrigation, cutting, and mowing of required landscape and removal or all trimmings.
- (f) Pools and spas shall be kept in working order so the water remains free and clear of pollutants and debris. Pools and spas shall comply with the enclosure requirements of the City Code of Ordinances and Florida Building Code, as amended from time to time.
- (g) Failure of the mortgagee and/or property owner of record to properly maintain the property may result in a violation of the City Code and citation by the City's code compliance unit. Pursuant to a finding and determination by the special magistrate, the City may take the necessary action to ensure compliance with this section.

(9) *Security requirements.*

- (a) Properties subject to this section shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
 - (b) A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property and/or structure. Broken windows shall be secured by reglazing.
 - (c) If the property is owned by a corporation and/or out-of-area mortgagee, a local property manager or management company shall be contracted to perform monthly inspections to verify compliance with the requirements of this section, and any other applicable laws.
 - (d) The local property management company shall inspect the property on a monthly basis to ensure that the property is in compliance with this chapter and keep a log of same. Said log shall be produced to the City of Margate upon request.
 - (e) Failure of the mortgagee and/or property owner of record to properly maintain the property may result in a violation of the City Code and citation by the City's code compliance unit pursuant to a finding and determination by the special magistrate, the City may take the necessary action to ensure compliance with this section.
- (10) *Opposing, obstructing enforcement officer; penalty.* Whoever opposes, obstructs or resists any enforcement officer or any person authorized by the enforcement office in the discharge of duties as provided in this article, upon conviction shall be punished as provided in section 1-8.
- (11) *Immunity of enforcement officer.* Any enforcement officer or any person authorized by the enforcement officer shall be immune from prosecution, civil or criminal, for reasonable, good-faith trespass upon real property while in the discharge of duties imposed by this article.
- (12) *Additional authority.* The City's Code Compliance Unit shall have authority to require the mortgagee and/or owner of record of any property affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all door, window or other openings, employment of an on-site security guard, or other measures as may be reasonably required to prevent a decline of the property.
- (13) *Adoption of rules; expenditure of funds; declaration of city purpose.* The governing body is authorized and empowered to adopt rules and regulations and expend City funds as may be reasonably necessary and available to carry out the terms of this article, the expenditure of such funds being declared a proper city purpose.

Sec. 14-13 (4) ESTABLISHMENT OF A REGISTRY

The City, or its designee, shall establish a registry cataloging each Registrable Property within the City, containing the information required by this Chapter.

Sec. 14-13 (5) INSPECTION AND REGISTRATION OF REAL PROPERTY UNDER FORECLOSURE

- (a) Any Mortgagee who holds a mortgage on Real Property located within the City shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a Foreclosure Action.
- (b) Property inspected pursuant to subsection (a) above that remains in Foreclosure, shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- (c) Within ten (10) days of the date any Mortgagee files a Foreclosure Action, the Mortgagee shall register the Real Property with the City Registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain and secure the Real Property subject to the mortgage in Foreclosure when legally possible. A separate registration is required for each Registrable Property.
- (d) Initial registration pursuant to this section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of the Property Manager and said person's address, e-mail address, and telephone number, regardless of whether it is occupied or vacant.
- (e) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of Two Hundred and Fifty Dollars (\$250.00) for each Registrable Property. Subsequent non-refundable Semi-Annual Registrations of properties and fees in the amount of Two Hundred and Fifty Dollars (\$250.00) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, (3) post-closing counseling and Foreclosure intervention limited to Owner-occupied persons in Default, which may not include cash and mortgage modification assistance, and (4) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the City's Department dedicated to the cost of implementation and enforcement of this

Ordinance, and fulfilling the purpose and intent of this Chapter. None of the funds provided for in this section shall be utilized for the legal defense of Foreclosure Actions.

- (f) If the mortgage and/or servicing on a property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- (g) If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including but not limited to unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- (h) If the Foreclosing or Foreclosed Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.
- (i) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.
- (j) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable.
- (k) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the City.

- (l) If any property is in violation of this Chapter the City may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.
- (m) Registration of foreclosure property does not alleviate the Mortgagee and/or Owner from obtaining all required licenses, permits and inspections required by applicable code or State Statutes. Acquisition of required licenses, permits and inspections or registration of rental property does not alleviate the requirement for the property to be registered under this section. Mortgagee and/or Owner is expected to update the status of the property in the event of a Mortgagee managed rental.

Sec. 14-13 (6) MAINTENANCE REQUIREMENTS

- (a) Properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- (c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.
- (d) Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas of shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).

- (g) Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the City. Pursuant to a finding and determination by the City Sheriff, Magistrate or a court of competent jurisdiction, the City may take the necessary action to ensure compliance with this section.
- (h) In addition to the above, the property is required to be maintained in accordance with the applicable code(s) of the City.

Sec. 14-13 (7) SECURITY REQUIREMENTS

- (a) Properties subject to this Chapter shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (b) A “secure manner” shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.
- (c) If a property is Registrable, and the property has become vacant or blighted, a Property Manager shall be designated by the Mortgagee or Owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the Property Manager must perform regular inspections to verify compliance with the requirements of this Chapter, and any other applicable laws.
- (d) In addition to the above, the property is required to be secured in accordance with the applicable code(s) of the City.
- (e) When a property subject to this Chapter becomes Vacant, it shall be posted with the name and twenty-four (24) hour contact telephone number of the Property Manager. The Property Manager shall be available to be contacted by the City Monday through Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY _____.
AND IS INSPECTED ON A REGULAR BASIS.

THE PROPERTY MANAGER CAN BE CONTACTED
BY TELEPHONE AT _____.
OR BY EMAIL AT _____.

- (f) The posting required in subsection (e) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.
- (g) Failure of the Mortgagee and/or property Owner of record to properly inspect and secure a property subject to this Chapter, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the City. The City may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

Sec. 14-13 (8) PROVISIONS SUPPLEMENTAL

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the City from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

Sec. 14-13 (9) PUBLIC NUISANCE

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the City.

Sec. 14-13 (10) ADDITIONAL AUTHORITY

- (a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Chapter is posing a serious threat to the public health, safety,

and welfare, the code Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before the code enforcement, Commission or special magistrate as soon as possible to address the conditions of the property. Nothing herein shall limit the City from abating any nuisance or unsafe condition by any other legal means available to it.

- (b) The City's police department, code enforcement, Commission or special magistrate shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.
- (c) If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the Sheriff, code enforcement, Commission or special magistrate may direct the City to abate the violations and charge the Mortgagee or Owner with the cost of the abatement.
- (d) If the Mortgagee or Owner does not reimburse the City for the cost of temporarily securing the property, or of any abatement directed by the Sheriff, code enforcement officer, code enforcement, Commission or special magistrate, within thirty (30) days of the City sending the Mortgagee or Owner the invoice then the City may lien the property with such cost, along with an administrative fee as determined in the City's fee ordinance to recover the administrative personnel services. In addition to filing a lien the City may pursue financial penalties against the Mortgagee or Owner.
- (e) The City may contract with an entity to implement this Chapter, and, if so, any reference to the Enforcement Officer herein shall include the entity the City contract with for that purpose.

Sec. 14-13 (11) OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER; PENALTY

Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

Sec. 14-13 (12) IMMUNITY OF ENFORCEMENT OFFICER

Any Enforcement Officer or any person authorized by the City to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Chapter.

Sec. 14-13 (13) PENALTIES

Unless otherwise provided for in this Chapter, a violation of this Chapter is declared unlawful.

Sec. 14-13 (14) AMENDMENTS

Registration fees and penalties outlined in this Article may be modified by resolution, administrative order, or an amendment to this Article, passed and adopted by the Commission.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Emergency Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of

this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. 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.

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

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: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
				X			
		X	Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
				X		X	
Funding Source: <i>(Enter Fund & Dept)</i> Ex: N/A Account# : See Financial Impact section below			Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	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: <i>(list the specific objective/strategy this item will address)</i>			
	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.

<u>Angle of parking (degrees)</u>	0	30	45	60	90
<u>Aisle Width (feet)</u>					
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).

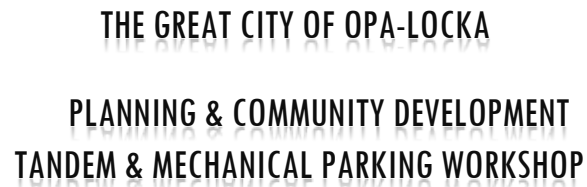
The meeting was adjourned at 8:05 p.m.

Submitted by

Kinshannta Hall
Planning & Zoning Clerk

ATTEST:

Elio Guerrero
Chairman



INTRODUCTION

VARIOUS TYPE OF PARKING

Tandem Parking Definition

Tandem parking is a narrow, oversized spot that can fit two or more cars in a single-file line.

OPTION 2

20' x 30' x 45' PARKING SPACES

2 CAR STREET

TOTAL 20' PARKING SPACES

20 UNITS

UNIT A
10' x 30' x 45'

UNIT B
10' x 30' x 45'

Q&A

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

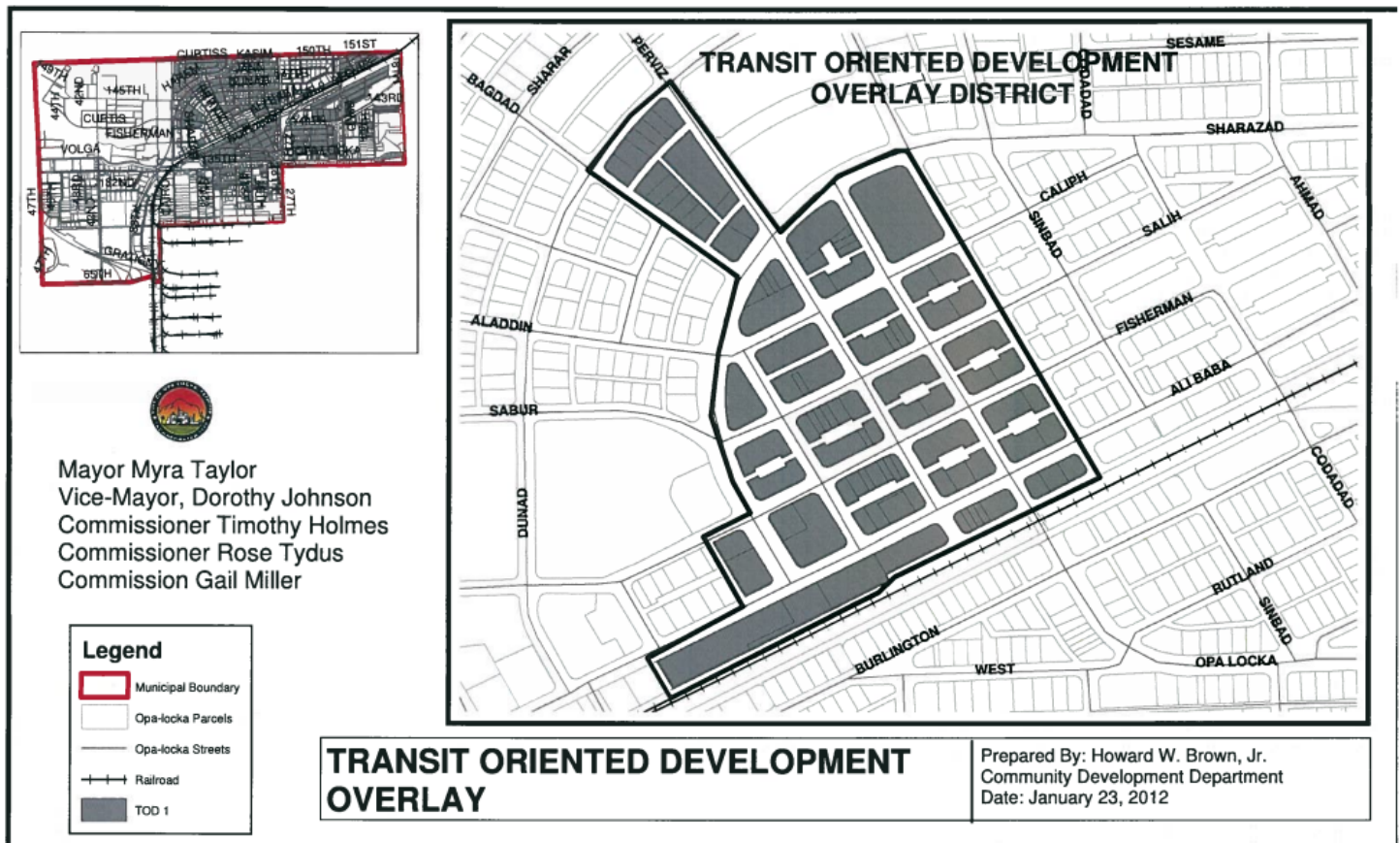
Lift parking is two vehicles where one vehicle is lifted over the other vehicle in a regular parking space. The parking is either assigned or valet. Cost per space is an additional \$3500-\$10,000 per standard surface parking.

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

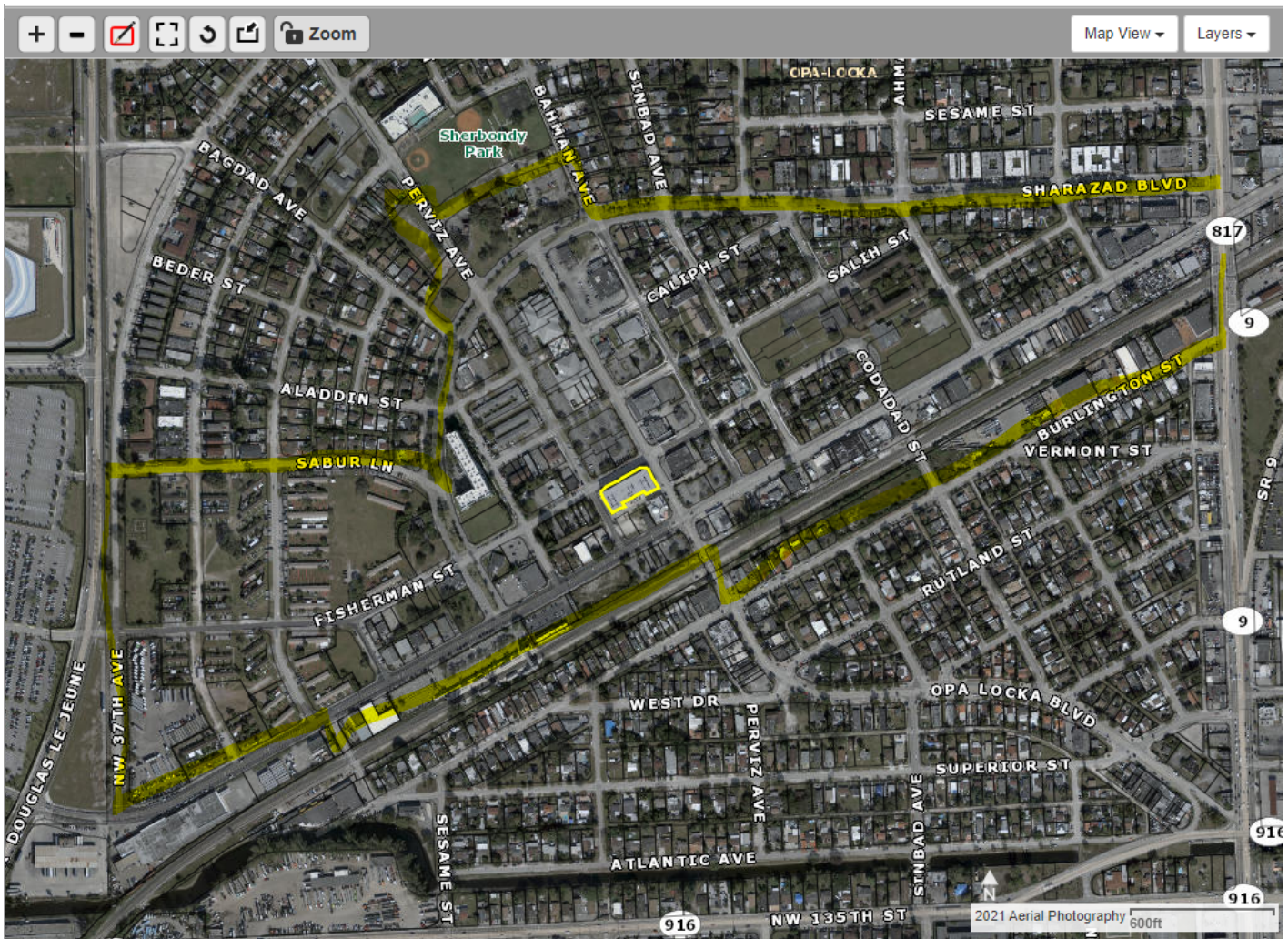
1. Buildings and infrastructure should be sustainable and responsive to the environment to support the district as a sustainable neighborhood.
2. Mixed-income housing and service-oriented retail are encouraged to support the district as a sustainable neighborhood.
3. Retail uses may include small neighborhood 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 TOD.

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 TODD 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
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 ~~bufferyards~~ 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.

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	<u>\$20.00</u>
2.Lunch	10.00	<u>\$30.00</u>
3.Dinner	30.00	<u>\$50.00</u>

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: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
					X	X	
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: Departmental Travel Budgets		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	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: <i>(list the specific objective/strategy this item will address)</i>			
		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: Commissioner Bass

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF OPA-LOCKA, FLORIDA, RENAMING BUTTERFLY GARDEN TO "COMMISSIONER ROSE TYDUS' PRAYER GARDEN"; PROVIDING FOR A REPEALER; SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, Former City Commissioner Rose Tydus, was elected to the City of Opa-locka City Commission in 2000; and

WHEREAS, to recognize Commissioner Rose Tydus' contributions to the community, the City of Opa-Locka desires to rename the City's Butterfly Garden to "Commissioner Rose Tydus' Prayer Garden"; and

WHEREAS, former Commissioner Rose Tydus committed herself to the City of Opa-locka as a former City Clerk; a former Vice-Mayor, a former City Commissioner and a member of many boards and organizations in the church and faith-based community; and

WHEREAS, Chapter 19, Article III entitled *Naming of Public Facilities and Streets*, Sections 19-26 through 19-29 pertains to naming of city facilities whenever there is a proposal to rename an existing public facility or street; and

WHEREAS, pursuant to Section 19-27(b) of the City of Opa-Locka's Code of Ordinances, the City Commission designates itself as the Street Naming Committee; and

WHEREAS, the City of Opa-locka finds it in the best interest of the City to honor Commissioner Rose Tydus by renaming the City's Butterfly Garden to Commissioner Rose Tydus' Prayer Garden.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-locka hereby approves the designation of renaming the City's Butterfly Garden to Commissioner Rose Tydus' Prayer Garden.

SECTION 3. CONFLICT & REPEALER.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

SECTION 4. SEVERABILITY.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. 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, without the need for public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 6. EFFECTIVE DATE. This Ordinance 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:	05.10.2023		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
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	Commissioner Bass		Department:	City Commission			

Short Title:

A resolution of the City Commission of the City of Opa-locka directing the Interim City Manager to rename the Butterfly Garden to Commissioner Rose Tydus Prayer Garden.

Staff Summary:

In honor of former Commissioner Rose Tydus' dedication to the City of Opa-locka, it is recommended to change the City's Butterfly Garden to Commissioner Rose Tydus' Prayer Garden.

Financial Impact – There is no immediate fiscal impact for this resolution.

Proposed Action:

It is recommended that the City Commission approve legislation directing the Interim City Manager to rename the Butterfly Garden to Commissioner Rose Tydus Prayer Garden.

Attachment:

1st Reading / Public Hearing:
2nd Reading / Public Hearing:
Adopted:
Effective Date:
Sponsored By: Commissioner Kelley

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
OPA-LOCKA, FLORIDA, DESIGNATING NW 22ND PLACE FROM
SUPERIOR STREET TO NW 139TH STREET AS VICE MAYOR
DOROTHY JOHNSON PLACE; PROVIDING FOR A REPEALER;
SEVERABILITY AND EFFECTIVE DATE.**

WHEREAS, former Vice Mayor Dorothy Johnson, passed away on April 6, 2023;
and

WHEREAS, former Vice Mayor was initially elected to the City of Opa-Locka City
Commission in 2002 and served zealously for many years; and

WHEREAS, to recognize Vice Mayor Johnson's contributions to the community,
the City of Opa-Locka desires to designate NW 22nd Place from Superior Street to NW 139th
Street as "Vice Mayor Dorothy Johnson Place"; and

WHEREAS, Chapter 19, Article III entitled *Naming of Public Facilities and Streets*,
Sections 19-26 through 19-29 pertains to naming of streets whenever there is a proposal to
rename an existing public facility or street; and

WHEREAS, pursuant to Section 19-27(b) of the City of Opa-Locka's Code of
Ordinances, the City Commission designates itself as the Street Naming Committee; and

WHEREAS, former Vice Mayor Johnson dedicated much of her life to the City of
Opa-Locka, where she served on several boards, led many initiatives, and served as a
dutiful elected official; and

WHEREAS, the City of Opa-Locka finds it in the best interest of the City to honor
former Vice Mayor Dorothy Johnson by designating NW 22nd Place as Vice Mayor Dorothy
Johnson Place.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE
CITY OF OPA LOCKA, FLORIDA, AS FOLLOWS:**

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves the designation of NW 22nd Place from Superior Street to NW 139th Street as “Vice Mayor Dorothy Johnson Place”.

SECTION 3. CONFLICT & REPEALER.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

SECTION 4. SEVERABILITY.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. 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, without the need for public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 6. EFFECTIVE DATE. This Ordinance 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:	05.10.2023		Item Type: (Enter X in box)	Resolution X	Ordinance X	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading X		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes X	No	Yes	No
Funding Source: Account#:	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes X		No	
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 Kelley		Department:	City Commission			

Short Title:

An ordinance of the City Commission of the City of Opa-locka designating NW 22nd Place from Superior Street to NW 139th Street as Vice Mayor Dorothy Johnson Street.

Staff Summary:

History: Staff finds it appropriate to designate a street for Vice Mayor Dorothy Johnson in recognition for her dedicated, enthusiast and continuing support to the City during her tenure as an elected official of the City and beyond.

Financial Impact – The details have not yet been finalized, but a budget will be established for \$5,000 to provide this appropriate recognition of former Vice Mayor Johnson’s service to the City. This expenditure will be funded from Non-Department General Expense – 19-519493.

Proposed Action:

Staff recommends the City Commission approve the legislation designating NW 22nd Place from Superior Street to NW 139th Street as Vice Mayor Dorothy Johnson Street and directs the Interim City Manager to take the necessary actions to accomplish this important recognition of Vice Mayor Johnson’s service to the City.