

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Wednesday, March 27, 2024
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

**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
March 27, 2024
7:00 PM

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **INVOCATION:**
4. **PLEDGE OF ALLEGIANCE:**
5. **AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**
6. **APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions)**
7. **APPROVAL OF AGENDA:**
8. **APPROVAL OF MINUTES:**

Regular Commission Meeting Minutes - February 28, 2024
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, REJECTING ALL BIDS RECEIVED IN CONNECTION WITH INVITATION TO BID (ITB) NO. 23-0912200 AND FURTHER AUTHORIZING AND APPROVING RE-ADVERTISEMENT AND RE-ISSUANCE OF A**

REQUEST FOR PROPOSALS ("RFP") PERTAINING TO RECORDS RETENTION SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE SEMINOLE COUNTY, FL CONTRACT WITH HYDROMAX USA LLC. FOR QUALIFIED PROFESSIONAL SERVICES FOR HYDRANT AND VALVE MAINTENANCE, REPAIR AND FLUSHING SERVICES (SEMINOLE COUNTY IFB #603974-20/CAR), AND ENTER INTO AN AGREEMENT WITH HYDROMAX USA LLC. FOR FIRE HYDRANT AND VALVE MAINTENANCE AND REPAIR SERVICES, IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND, EIGHT HUNDRED NINE DOLLARS (\$40,809.000); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR THE CITY'S INCLUSION IN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF) PROGRAM FOR IMPROVEMENTS TO THE CITY'S STORMWATER INFRASTRUCTURE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF OAKLAND PARK CONTRACT #012623 WITH RMPK FUNDING, INC. FOR GRANT MANAGEMENT SERVICES AND ENTER INTO A CONTRACT WITH RMPK FUNDING, INC. FOR GRANT PREPARATION SERVICES, THROUGH MARCH 15, 2026, AS ATTACHED HERETO, IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS (\$40,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DECLARING CERTAIN CITY PROPERTY, IDENTIFIED AS FOLIO NO. 08-2129-005-1621, AS SURPLUS PROPERTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE X.5 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH THE CITY OF OPA-LOCKA'S HOUSING AND SOCIAL SERVICES DEPARTMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing on February 28, 2024). *Sponsored by Mayor Taylor***
2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ADD THE PLACEMENT OF "FUTURE AGENDA ITEMS" TO THE CITY COMMISSION AGENDA; REQUIRING A MAJORITY VOTE FOR PLACEMENT OF SAID ITEMS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing on February 28, 2024). *Sponsored by Commissioner Williams***
3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PIGGYBACKING THE SOURCEWELL COOPERATIVE PROGRAM AGREEMENT 101221-VTR WITH ENVIRONMENTAL PRODUCTS GROUP, INC. TO ACCEPT A FOUR-YEAR CAPITAL LEASE AGREEMENT FOR THE PURCHASE OF A VACTOR MODEL 2115I MOUNTED ON A NEW 2023 FREIGHTLINER MODEL 114SD TRUCK CHASSIS, IN THE AMOUNT OF FIVE HUNDRED TWENTY-FIVE THOUSAND THREE HUNDRED SIXTY DOLLARS AND NINETY-NINE CENTS (\$525,360.99), AT AN INTEREST RATE OF 5.69%; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on March 18, 2024). *Sponsored by City Manager***

C. RESOLUTION(S):

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR FUTURE CITY COMMISSION CONSIDERATION OF THE SALE OF DECLARED CITY OWNED SURPLUS PROPERTY LOCATED ALONG THE SOUTH SIDE OF NW 128TH STREET BETWEEN NW 44TH AND NW 45TH AVENUES (KNOWN AS "WATER TANK PROPERTY"), WITHIN THE CITY AND IDENTIFIED BY THE FOLIO #08-2129-005-1621; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORTS:

1. Mayor John H. Taylor Jr.
Financial Oversight Update provided by City Manager Darvin Williams
Glorieta Gardens Update provided by City Manager Darvin Williams

20. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board

- 1 individual appointment (Commissioner Bass)
- 1 individual appointment (Commissioner Williams)

Housing Authority and Nuisance Abatement Board

- 1 individual appointment (Mayor Taylor)
- 1 individual appointment (Commissioner Williams)

Local Financial Oversight Board

- 1 at-large appointment

Teen & Young Adult Advisory Board

- 1 individual appointment (Commissioner Bass)

Charter Review Board

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

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. City of Opa-locka presents Sistahs' Soirée, a Women's History Event, hosted by Commissioner Veronica J. Williams, **Saturday, March 23, 2024** from 6:00 PM - 9:00 PM, The ARC, 675 Ali-baba Avenue, Opa-locka, Florida.
2. City of Opa-locka Spring Break Pool Party hosted by Vice Mayor Natasha L. Ervin, **Tuesday, March 26, 2024** from 12:00 PM - 5:00 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.
3. City of Opa-locka Mayor & Commission invite you to Commissioner Joseph L. Kelley's Special Edition Meet Me Monday, **April 1, 2024** at 6:00 PM, at Helen L. Miller Center, 2331 NW 143 Street, Opa-locka, Florida.

4. City of Opa-locka Mayor & Commission in partnership with Farm Share and Miami-Dade County invites the community to a Monthly Free Food Walk-Thru Distribution hosted by Commissioner Joseph L. Kelley, **Wednesday, April 3, 2024** from 10:00 A.M. - 1:00 P.M., first come, first served, at Sherbondy Park Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida.
5. City of Opa-locka Mayor & Commission present Monthly Chess Community Challenge hosted by Commissioner Sherelean Bass, every first Saturday starting **April 6, 2024** from 12:00 PM - 1:30 PM, Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.
6. Opa-locka Community Redevelopment Agency Regular Meeting, **Tuesday, April 9, 2024** at 6:00 PM, Opa-locka Government Center, Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.
7. City of Opa-locka Mayor & Commission invite you to MENAFEST Opa-locka, a unique cultural experience celebrating the City of Opa-locka's 97-year History, **Saturday, April 13, 2024** from 12:00 PM - 5:00 PM, 151 Perviz Avenue, Opa-locka, Florida.
8. 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, Florida.

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"

REGULAR COMMISSION MEETING
Wednesday, February 28, 2024
7:00 PM

1. CALL TO ORDER:

Mayor Taylor called the meeting to order at 7:00 PM on Wednesday, February 28, 2024 at the Opa-locka Municipal Complex, City Commission Chambers, 780 Fisherman Street, Opa-locka, Florida.

2. ROLL CALL:

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

3. INVOCATION:

The invocation was delivered by Commissioner Williams.

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)

City Clerk Flores stated that Interim City Manager Williams requested to defer items 13-11, 13-12, and 13-14.

Commissioner Williams requested to pull items 13-2, 13-3, 13-4, and 13-15.

Commissioner Kelley requested to pull items 13-9 and 13-13.

Vice Mayor Ervin requested to pull item 13-6.

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

There being no further discussion, the motion 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 Vice Mayor Ervin, to approve the Agenda.

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

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

8. APPROVAL OF MINUTES:

There were none.

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

There was no report.

10. PUBLIC PRESENTATIONS:

There were none.

11. CITIZENS' FORUM:

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

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

City Clerk Flores stated there were no virtual public comments.

Mayor Taylor opened the Citizens' Forum.

Ms. Renan Russell, 13985 NW 22nd Place, spoke on behalf of the Lewis family. She expressed concern about the development of the 22nd Avenue canal. She said the issue needs to be addressed comprehensively. She asked if the construction could commence on the west bank

because it has been neglected in previous projects. She also asked for clear and comprehensive updates on the canal bank restoration and slow protection initiatives.

Ms. Sheila Pruitt, 2350 NW 141st Street, commended the City Commission for putting the citizens first. She thanked Mr. Leonard for addressing a homelessness situation. She also asked for the grass and hedges on NE 22nd Avenue and NE 135th street to be cut. She said it is spring cleaning time.

Ms. Lisa Cunningham yielded her time to Ms. Pruitt.

Ms. Pruitt continued and spoke about cleaning up the debris in the canal.

Mr. Brian Dennis, 2140 York Street, spoke about the tree that fell on his vehicle. He said he was told the swale supposedly belongs to the property owner. He noted the vehicle was valued at between \$8,000-\$13,000. He asked for the money back he paid for. He noted he will send it via email.

Ms. Audrey Dominguez, 1147 Jann Avenue, spoke citizen's needs and the food distribution program. He said many of the people are elderly and rely on that food.

Mayor Taylor closed the Citizens' Forum.

Mayor Taylor asked the Interim City Manager to speak to Ms. Russell's concerns about the canal restoration. Interim City Manager Williams noted Mr. Randall Robinson has contacted the Williams family to gain feedback and address concerns. Mayor Taylor suggested a door-to-door campaign to solicit feedback from residents in that canal area. Commissioner Kelley agreed with Mayor Taylor's suggestion about notifying residents. Interim City Manager Williams said the area residents and businesses were notified about Phase 1 construction with scope of work. He confirmed work commenced on January 22, 2024. Mayor Taylor requested another round of communication to the residents.

Mayor Taylor asked Interim City Manager Williams to have another meeting with Mr. Dennis. Interim City Manager Williams agreed.

Mayor Taylor stated they would discuss Ms. Dominguez's concern during the item.

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

- 1. [13-2] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ALLOCATE FUNDING, UNTIL SEPTEMBER 2024 IN THE FISCAL YEAR 2023-2024 BUDGET, FOR THE CITY'S MONTHLY FOOD DISTRIBUTION PROGRAM SERVICES PROVIDED BY FEEDING SOUTH FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley (Deferred from 02/15/2024 RCM)***

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

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

Commissioner Kelley introduced the item. He said they were notified last year that Feeding South Florida would no longer provide the free service. He hoped to find monthly sponsors but said it was challenging to find commitments. He wanted to bring it forth to the City Commission and, if necessary, make it a Commission item. He noted the items typically brought by Feeding South Florida were healthier items, including greens and vegetable.

Commissioner Williams said they know their communities are food deserts so food distributions are important. She expressed concern that the cost is only for vegetables and not meat. She said their County also had the close distribution sites as well. She asked if the food distribution is only for residents or open for everyone. If residents, how do they verify. She also spoke about senior citizens. She asked for the creation of a list of all the existing food drives throughout the City.

Commissioner Kelley stated the resolution deals with 9 months, which is \$27,900. He said they cannot limit to residents only since the funding is both local and federal. He noted that Feeding South Florida has a database and could provide quantitative data. He added the senior bus visits the distribution so seniors can pick up items. He clarified that Feeding South Florida does supply meat occasionally. He noted City employees participate in the program as well. Interim City Manager Williams confirmed that they send an email to City employees to visit the distribution site over lunch.

Commissioner Williams reiterated the importance of feeding people but noted they are now discussing tax dollars and not a free program like Feeding South Florida. She expressed concern about tax dollars funding non-residents. If approved, she requested they develop a database to see if they are reaching their community.

Commissioner Kelley said he has no problem with Commissioner Williams' database section, although he noted Section 2 of the resolution already includes language about evaluating the program. He added he would like to see the City host a food pantry in the future, which they could limit to residents only.

Commissioner Bass agreed with her colleagues related to food insecurity. She conducted research and said they have between 11-18 feedings within the City per month. She recommended more collaboration. She agreed they should not be funding programs for non-residents. She would not support the item.

Mayor Taylor said on the entertainment side not everyone is a resident so they should be able to do this on social services side. He said they do not collect data for entertainment programs. Commissioner Bass acknowledged Mayor Taylor's argument but reiterated they already have many monthly feedings within the City.

Commissioner Williams clarified she wants to build a database to see if this is a viable program. She loved Commissioner Kelley's suggestion about a future food pantry.

Commissioner Kelley asked for clarification on Commissioner Williams suggestion. Commissioner Williams stated she wants to be clear that the City Manager collect information via a database.

Commissioner Kelley said he accepts Commissioner Williams recommendations.

It was moved by Mayor Taylor, seconded by Commissioner Kelley that the data collected by the City Manager's Office includes name, address, phone number, and email to compare data against non-residents and data is presented back to the City Commission at the end of the nine months.

There being no additional discussion, the motion on the amendment passed by a 4-1 vote.

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

Vice Mayor Ervin said she is torn. She asked if they could use other non-profits or are they stuck with Feeding South Florida. Commissioner Kelley said they are not stuck with Feeding South Florida but they are in the middle of feeding and this allows them to finish the program this fiscal year. He spoke about MOUs.

Interim City Manager Williams said an MOU process can take up to 90 days.

Vice Mayor Ervin asked why they cannot serve only residents with this new model if the City is paying for it. Commissioner Kelley said he can raise the question to Feeding South Florida.

There being no additional discussion, the motion to approve the Resolution, as amended, passed by a 4-1 vote.

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

2. [13-3] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO SUBMIT AN IMPROVEMENT PLAN TO THE CITY COMMISSION FOR BOTH SEGAL PARK AND INGRAM PARK; FURTHER DIRECTING A

DETAILED REPORT ON THE UTILIZATION OF THE ALLOCATED AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDS FOR SAID PARKS NO LATER THAN MARCH 31, 2024; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley (Deferred from 02/15/2024 RCM)*

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

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

Commissioner Kelley introduced the item. He explained the ARPA funding has to be encumbered by the end of 2024. He noted he has not heard any concrete plans, specifically about Ingram Park. He clarified this strictly relates to Segal and Ingram parks, not other ARPA-funded City projects.

Interim City Manager Williams confirmed the funds need to be encumbered by the end of 2024.

It was moved by Mayor Taylor, second by Commissioner Kelley to receive a report of how all ARPA funding was being utilized and adopt as legislation.

Commissioner Williams agreed.

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

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

There being no additional discussion, the motion to approve the Resolution, as amended, passed by a 5-0 vote.

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

- 3. [13-4] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING RESOLUTION 23-125 TO AUTHORIZE THE INTERIM CITY MANAGER TO ALLOCATE FUNDING OF UP TO TWO THOUSAND DOLLARS (\$2,000.00) PER MONTH IN FISCAL**

YEAR 2023-2024 UNTIL SEPTEMBER 30, 2024 IN ORDER TO CONTINUE THE CITY'S MONTHLY BINGO EVENT AND TO COVER EXPENDITURES FROM THE CITY'S PARKS AND RECREATIONS SPECIAL EVENTS BUDGET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*

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

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

Mayor Taylor introduced the item. He asked for funding to continue bingo and offset the costs.

Commissioner Williams pulled the item because the program is growing and she wondered if the request amount is enough. Mayor Taylor confirmed it was enough.

Commissioner Kelley suggested a microphone system.

Commissioner Bass expressed concern about this request because of the other resolution concerning food distribution. She said at least 40-50% of non-residents attend bingo and would support the item if it was for City residents only or impose a service fee on non-residents to attend.

Mayor Taylor said they could collect data going forward. He does not agree with the suggestion of patrons showing their IDs to prove residency.

Commissioner Bass continued to disagree.

Mayor Taylor asked for either all City Commissioners' pictures to be added or removed so it is equitable. City Clerk Flores stated she would connect with Mayor Taylor offline for the decision.

Commissioner Williams recommended a compromise that the big-ticket items be reserved for residents only. Discussion ensued.

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin to raise the allocation to \$3,000.

There being no additional discussion, the motion to approve the amendment passed by a 4-1 vote.

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

There being no additional discussion, the motion to approve the Resolution, as amended, passed by a 4-1 vote.

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

4. [13-6] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO REVIEW THE WATER, SANITARY SEWAGE AND STORMWATER BILLING AGREEMENT WITH MIAMI-DADE COUNTY RELATED TO WATER AND SEWER METER READING, BILLING AND COLLECTION SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley*

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

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

Commissioner Kelley introduced the item. He wanted to the Interim City Manager's Office to look at all the MOUs and return to the City Commission for any recommendations. He expressed concern about residents and business owners receiving two bills back-to-back and lack of communication. He added the residents cannot get answers from the County.

Vice Mayor Ervin pulled the item because Assistant City Manager Lawson stated their office was already working on this issue. Commissioner Kelley said he pulled it because he does not hear updates on what their office is working on. He noted it had been going on since last year, which was why he asked for the agreement to be reviewed.

Commissioner Kelley asked if they have dealt with the transfer station. Interim City Manager Williams stated they were actively negotiating the transfer station agreement. He further explained the negotiation process and challenges. Commissioner Kelley said he has been asking about this issue since last year. He stated they need updates on the process and answers from the County. Discussion ensued about next steps.

Interim City Manager Williams said the administration would be happy to provide a monthly update on all active MOU negotiations.

Commissioner Kelley withdrew the item.

5. [13-9] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO

PIGGYBACK THE CITY OF MIAMI CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING (CITY OF MIAMI IFB #1115382(28)), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC. FOR THE SEGAL PARK PARKING LOT IMPROVEMENTS PROJECT, IN AN AMOUNT NOT TO EXCEED SIXTY-THREE THOUSAND FIVE HUNDRED EIGHT DOLLARS AND SIXTY CENTS (\$63,508.60); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

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

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

Interim City Manager Williams introduced the item. He stated this was an item funding by ARPA and they are looking into encumbering the funds. He said they were looking to expand the parking.

Commissioner Kelley said the 8 parking spots do not make up for the 20 parking spots lost across the street. He asked where additional patrons will park when there are rentals or large events at the park. He also said the drainage is an issue and he did not receive any response on his concern during his briefing.

Interim City Manager Williams stated they work hard to provide responses but can be difficult when a briefing is scheduled less than 24 hours before the City Commission meeting. He asked Ms. Gross to answer the question about parking.

Ms. Adelina Gross, Capital Improvement Manager, stated she does not recall the numbers but she would send the report to the Interim City Manager tomorrow morning. Interim City Manager Williams said they would provide the information as soon as it is readily available.

Commissioner Kelley said he was still challenged by the lack of parking and drainage issue.

Ms. Gross stated they would minimize the impact due to rentals. She noted they were addressing the drainage issue with Public Works.

Commissioner Williams asked about a buildup of water and future issues. Ms. Gross said they create slopes or elevate areas to reduce flooding. She stated they were approaching the trails first and the second part of the project was resurfacing.

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

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

- 6. [13-13] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO APPROVE A CHANGE ORDER REQUEST FOR DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. FOR THE POLICE DEPARTMENT SECURITY ACCESS, SURVEILLANCE AND NETWORK INFRASTRUCTURE FOR THE NEW POLICE STATION WITHIN CITY HALL, IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND NINE HUNDRED NINETY DOLLARS (\$99,990.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

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

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin, to discuss Agenda Item 12-6.

Interim City Manager Williams introduced the item. He stated after this item passes, the City of Opa-locka would be one of the few city halls in the County that has a hardened spaces to ensure security is maintained in the building.

Commissioner Kelley asked for the questions he raised at his briefing to be addressed.

Mayor Taylor left the dais at 8:48 p.m.

Mayor Taylor returned to the dais at 8:52 p.m.

In response to Commissioner Kelley's question about the safety of the open lobby area, Mr. Phil Walker, Director of IT, stated the lobby is a public area and needs to remain open. He added that the metal detector will be monitored and moved closer to the building entrance.

Chief Kenneth Ottley clarified that the intent is for people entering the building will pass through a metal detector. The second entry will be secured and people will be buzzed in by a security personnel once it has been determined they are not carrying anything of concern. He confirmed there is enough space for the metal detector. Discussion ensued.

Interim City Manager Williams clarified that people can still enter the building and engage the Police Department.

Mr. Walker reiterated the plan and flow of people would work.

Mayor Taylor asked if all the access points would be secured. Mr. Walker affirmed.

City Attorney Norris-Weeks stated they would add an amendment to the contract for the item.

Mayor Taylor said he would prefer the item was pulled or tabled until a date certain so it could be updated and brought back to the City Commission.

City Attorney Norris-Weeks said it was still fine to move forward. She clarified the full information was not available to the public and area were redacted based on the Florida statutes.

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

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

- 1. [13-15] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE CONSENT AGREEMENT ADDENDUM, ATTACHED HERETO, TO CORRECT THE ISSUE OF AN OPEN SEWER PERMIT AND FURTHER CLARIFY THE TIMELINES REQUIRED TO RECTIFY DEFICIENCIES IN PUMP STATION BASINS #5 AND #7, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

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

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin, to discuss Agenda Item 12-7.

Interim City Manager Williams introduced the item. He asked Mr. Airia Austin to answer questions.

Commissioner Williams asked about the consent agreement. Mr. Austin said the County neglected to add a permit opened in 2011 for sewer work and area allowing them 90 days to close the permit with required paperwork. He said they provided a date certain on Pump Stations #5 and #7.

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

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

13. ADMINISTRATION:

CONSENT AGENDA:

- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE THE NECESSARY STEPS TO REQUEST A TRAFFIC ENGINEERING STUDY FROM MIAMI-DADE COUNTY TO PLACE "NO PARKING" AND "DO NOT ENTER" SIGNAGE IN VARIOUS PROPOSED RESTRICTED AREAS WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley (Deferred from 02/15/2024 RC)***
- 3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ALLOCATE FUNDING, UNTIL SEPTEMBER 2024 IN THE FISCAL YEAR 2023-2024 BUDGET, FOR THE CITY'S MONTHLY FOOD DISTRIBUTION PROGRAM SERVICES PROVIDED BY FEEDING SOUTH FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley (Deferred from 02/15/2024 RCM)***
- 4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO SUBMIT AN IMPROVEMENT PLAN TO THE CITY COMMISSION FOR BOTH SEGAL PARK AND INGRAM PARK; FURTHER DIRECTING A DETAILED REPORT ON THE UTILIZATION OF THE ALLOCATED AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDS FOR SAID PARKS NO LATER THAN MARCH 31, 2024; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley (Deferred from 02/15/2024 RCM)***
- 5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING RESOLUTION 23-125 TO AUTHORIZE THE INTERIM CITY MANAGER TO ALLOCATE FUNDING OF UP TO**

TWO THOUSAND DOLLARS (\$2,000.00) PER MONTH IN FISCAL YEAR 2023-2024 UNTIL SEPTEMBER 30, 2024 IN ORDER TO CONTINUE THE CITY'S MONTHLY BINGO EVENT AND TO COVER EXPENDITURES FROM THE CITY'S PARKS AND RECREATIONS SPECIAL EVENTS BUDGET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*

- 6. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO PROVIDE THE CITY COMMISSION WITH A REPORT CONCERNING MEETINGS WITH THE CHIEF INSPECTOR GENERAL'S (CIG) OVERSIGHT REPRESENTATIVE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley***
- 7. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO REVIEW THE WATER, SANITARY SEWAGE AND STORMWATER BILLING AGREEMENT WITH MIAMI-DADE COUNTY RELATED TO WATER AND SEWER METER READING, BILLING AND COLLECTION SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley***
- 8. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF SAFA CONSTRUCTION, LLC FOR NORTHERN DISTRICT WATER DISTRIBUTION IMPROVEMENTS WITHIN THE CITY, PURSUANT TO RFP NO. 24-0108200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAFA CONSTRUCTION, LLC FOR SAID SERVICES, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED NINETY-SEVEN THOUSAND DOLLARS (\$397,000.00) AND IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; FURTHER AUTHORIZING A PROJECT CONTINGENCY BUDGET, IN A TOTAL AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
- 9. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK FLORIDA SHERIFFS ASSOCIATION COOPERATIVE**

PURCHASING PROGRAM CONTRACT NO. #FSA23-VEH21.0 FOR HEAVY TRUCKS & BUSES, AND ENTER INTO AN AGREEMENT WITH MODEL 1 COMMERCIAL VEHICLES F/K/A CREATIVE BUS SALES, INC. FOR THE PURCHASE OF A SENIOR BUS, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THIRTY-TWO THOUSAND, SEVEN HUNDRED NINETY DOLLARS (\$232,790.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

10. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF MIAMI CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PAVEMENT RESURFACING (CITY OF MIAMI IFB #1115382(28)), AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC. FOR THE SEGAL PARK PARKING LOT IMPROVEMENTS PROJECT, IN AN AMOUNT NOT TO EXCEED SIXTY-THREE THOUSAND FIVE HUNDRED EIGHT DOLLARS AND SIXTY CENTS (\$63,508.60); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

11. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR DESIGN AND BUILD HVAC SYSTEM UNIT REPLACEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

12. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE A CHANGE ORDER REQUEST FROM DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. FOR HVAC SYSTEM, SECURITY AND ELECTRICAL RENOVATIONS FOR THE NEW POLICE STATION WITHIN CITY HALL, IN AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND, THREE HUNDRED DOLLARS (\$49,300.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

13. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE A CHANGE ORDER REQUEST FROM DIAMANTI CONSTRUCTION &

DEVELOPMENT, INC. FOR THE INITIAL ENVIRONMENTAL REMEDIATION AND SOIL STABILIZATION OF THE OLD POLICE STATION LOCATED AT 2495 ALI-BABA AVENUE, WITHIN THE CITY, IN AN AMOUNT NOT TO EXCEED FORTY-EIGHT THOUSAND, THREE HUNDRED EIGHTY DOLLARS (\$48,380.00), AS SET FORTH IN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

14. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO APPROVE A CHANGE ORDER REQUEST FOR DIAMANTI CONSTRUCTION & DEVELOPMENT, INC. FOR THE POLICE DEPARTMENT SECURITY ACCESS, SURVEILLANCE AND NETWORK INFRASTRUCTURE FOR THE NEW POLICE STATION WITHIN CITY HALL, IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND NINE HUNDRED NINETY DOLLARS (\$99,990.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

15. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO APPROVE A CHANGE ORDER REQUEST FROM DIAMANTI CONSTRUCTION & DEVELOPMENT, INC TO RELOCATE THE POLICE STATION COMMAND STAFF OFFICES, IN AN AMOUNT NOT TO EXCEED SEVENTY-SEVEN THOUSAND SIX HUNDRED FIFTY DOLLARS (\$77,650.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

16. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE CONSENT AGREEMENT ADDENDUM, ATTACHED HERETO, TO CORRECT THE ISSUE OF AN OPEN SEWER PERMIT AND FURTHER CLARIFY THE TIMELINES REQUIRED TO RECTIFY DEFICIENCIES IN PUMP STATION BASINS #5 AND #7, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; 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:

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ADD THE PLACEMENT OF "FUTURE AGENDA ITEMS" TO THE CITY COMMISSION AGENDA; REQUIRING A MAJORITY VOTE FOR PLACEMENT OF SAID ITEMS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Williams (Deferred from 02/15/2024 RCM)***

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

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

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

Commissioner Williams recommended flushing out Future Agenda items on the front end to save time. She noticed they now place an enormous number of items on the agenda and do not give the administrative staff enough time to work through them. She suggested they return to a better process and system in order to allow staff to catch up with items.

Mayor Taylor said they only state the intent of Future Agenda items and cannot fully flush the item out until the meeting. He does not believe Future Agenda items are necessary and suggested it would neutralize the City Commission as legislators. He acknowledged that he asked for Future Agenda to be removed when he assumed his position. He does not support the item.

Commissioner Kelley stated he has seen it go both ways. He noted not being thrilled by the process they currently use and many issues are a lack of communication. He does not support the item.

There being no additional discussion, the motion to approve the Ordinance passed by a 3-2 vote.

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

2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE X.5 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH THE CITY OF OPA-LOCKA'S HOUSING AND SOCIAL SERVICES DEPARTMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

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

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

Mayor Taylor introduced the item. He stated he wants to create a resource center where residents could go and receive help.

Mayor Taylor opened the public hearing. No one came forth to speak. Mayor Taylor closed the public hearing.

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

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

3. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, DIVISION 2, SECTION 2-65 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ENTITLED "STATE OF THE CITY" TO ADD A REQUIREMENT THAT THE MAYOR CONSULT, IN A WORKSHOP**

SETTING, WITH THE CITY COMMISSION, CITY MANAGER AND CITY ATTORNEY NO LATER THAN FIFTEEN (15) DAYS PRIOR TO THE STATE OF THE CITY ADDRESS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Bass*

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

It was moved by Vice Mayor Ervin, seconded by Commissioner Williams, to discuss Agenda Item 16-A.3.

Commissioner Bass introduced the item. She thanked the Mayor for the State of the City address the last two years. She paraphrased the charter, which requires the Mayor to consult with the City Commission on the address. She wanted to ensure the rest of the City Commission had a voice.

Mayor Taylor asked Commissioner Bass asked about the intent of the ordinance. Commissioner Bass reiterated the charter requirement to consult with the City Commission.

Commissioner Kelley said there were so many other things the City needs to address before an item like this ordinance. He said the Mayor does a good job including the other City Commissioners. He expressed disbelief this ordinance was brought forth and implored the other Commissioners not to pass this ordinance.

Mayor Taylor clarified that he reached out the Interim City Manager, City Attorney's Office, and City Clerk regarding the item.

Commissioner Bass said she feels belittled by Commissioner Kelley for bringing forth the ordinance. She said her voice counts too.

Mayor Taylor said the ordinance feels targeted.

Commissioner Williams said three current members on the dais have done a State of the City address and have their own context. She requested that Commissioner Bass pull the item and explained why.

Commissioner Bass expressed concern that Mayor Taylor said he felt targeted. She said it was a more inclusive legislation.

City Attorney Norris-Weeks stated there was no violation of the charter. She said they are discussing an ordinance.

There being no additional discussion, the motion to approve the Ordinance failed by a 1-4 vote.

Vice Mayor Ervin No

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

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

There were none.

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

Interim City Manager Williams said they had a recent situation where a young child was struck by a County bus and SUV. He said the child was airlifted and was not in stable condition. He noted the case remains within the City of Opa-locka's Police Department. He highlighted the police' efforts to identify the SUV and actively looking to apprehend the vehicle owner. He also stated their crime rates are down, compared to the sister cities. For the first time in the City's history, the CRA audit report would be published in the unqualified opinion.

Commissioner Kelley noted the demolition of area properties and stated he did not receive any information about the development of the sites, despite a previous request. He spoke about lack of programming at Ingram Park. He said a soccer program was using the park but asked for more information about how the community would be notified.

Commissioner Williams stated a bike ride occurred in the City last week and City streets were blocked without the City Commission's knowledge. She added there was no communication about 27th Avenue sidewalk closures and development projects referenced by Commissioner Kelley.

Interim City Manager Williams mentioned his office was not notified of the bike ride.

Chief Ottley said he was unaware of the bike ride and explained the typical County process. He would gather more information and report back to the Interim City Manager.

Commissioner Kelley said the signs for the ride were put up days in advance.

Commissioner Williams reiterated the size of the ride and amount of County cars. She said she took a picture of the sign.

Interim City Manager Williams explained the standing MOU with the County and other Police Departments.

Interim, City Manager Williams said Old Jackson North was going through the process for senior housing development, which was approved by the City Commission.

Commissioner Bass asked for an update City infrastructure. Interim City Manager Williams said they were working on a slideshow presentation of City infrastructure projects. He listed the following projects: Historic City Hall, Historic Fire Station, repair of Sesame Street Bridge, and Phase 5 of the sidewalk program.

Commissioner Bass noticed several signs around the City with police logos are dilapidated. She asked for staff to look into it.

Mayor Taylor said a resident expressed concern about flooding within the City. He asked about the flooding mitigation plan. Interim City Manager Williams said they would provide a flooding mitigation plan. He described the progress made to date but acknowledged challenging areas.

Mayor Taylor loved the change of seals on the bus stops.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

1. **Mayor John H. Taylor Jr.
Financial Oversight Update provided by Interim City Manager Darvin Williams
Glorieta Gardens Update by Interim City Manager Darvin Williams
City Manager Search Update provided by Human Resources Director Mary Adams on behalf of the Employee Relations Group**

Interim City Manager Williams stated the City completed three financial annual reports in 18 months. He said they are awaiting one final signature from Mr. Walker and would be submitting immediately to the State.

Mayor Taylor asked for the timeline for completion of 2023-2024. Interim City Manager Williams stated they would begin working on it on March 1st. Mayor Taylor asked if there would be penalty for missing the deadline and meeting the June extension date. Interim City Manager Williams replied no. Mayor Taylor said they need to engage with the State to get off financial oversight and then notify the community. He asked for a report.

Interim City Manager Williams provided an update on Glorieta Gardens. He stated the /County has taken the lead and filed a lawsuit and settled with Glorieta Gardens. He added the unpaid water bill was now up to \$1M. As of today, they made an offer to do a 5% deposition and a 48-month payment plan. Interim City Manager Williams asked for the offer to be submitted in writing. He stated the water was shut off in Building 8 and office spaces but can be turned back on at the will of the City Commission. He confirmed they would not shut of the water to residents.

Commissioner Kelley asked when they need to submit the offer in writing. Interim City Manager Williams said he asked for it by today. Discussion ensued. Mayor Taylor asked for a report on Building 8.

City Attorney Norris-Weeks stated the settlement agreement was sent via email to the City Commission. She said the Interim City Manager would need to look at the settlement agreement and determine any gaps.

Ms. Mary Adams, HR Director, provided an update on the City Manager search update. She thanked the City Commission for conducting the interviews on the weekend. She explained the interviews were completed with the three short-listed applicants. She stated the Level 1 and Level 2 background checks are in process. By March 6, the background checks should be complete. She recommended a special session or workshop to close out the process and reviewed the format. She would like to invite the City Commission, City staff, and community members to submit questions. She stated the final interview should take no more than two hours.

Commissioner Bass asked if they could combine the final meetings. Ms. Adams said only if the background checks are complete.

Discussion ensued about background checks, process, and amending the timeline.

It was moved by Mayor Taylor, seconded by Commissioner Bass, to extend the final interview vote to on or before March 8, 2024.

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

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

Mayor Taylor announced the next bingo would be on March 8th and Bunny Jam would be held at Ingram Park on March 23rd.

Commissioner Williams announced the Sistas Soiree would be held on March 23rd but it would not conflict with Bunny Jam.

Commissioner Bass had nothing to report.

Vice Mayor Ervin thanked the Interim City Manager and his office for helping a longtime resident who was facing eviction. She said the Black History 70s Dance was good and karaoke was great. She planned to take some kids to the Youth Fair. She announced the Kickoff to Spring Break Pool Party on March 22nd.

Commissioner Kelley said the DMV outreach was successful.

20. OFFICIAL BOARD APPOINTMENTS:

Vice Mayor Ervin appointed Shanelle Edwards to the Charter Review Board.

Mayor Taylor asked the Interim City Manager to ensure the Boards begin to meet. He said if the Boards are not working, the Interim City Manager should bring back a report.

Interim City Manager Williams announced the Planning and Zoning Board would meet on March 5th. City Clerk Flores does not recall receiving the notice of the meeting to properly advertise.

21. ADJOURNMENT:

There being no further business to come before the City Commission, the meeting was adjourned at 10:31 p.m.

John H. Taylor Jr.
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REJECTING ALL BIDS RECEIVED IN CONNECTION WITH INVITATION TO BID (ITB) NO. 23-0912200 AND FURTHER AUTHORIZING AND APPROVING RE-ADVERTISEMENT AND RE-ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") PERTAINING TO RECORDS RETENTION SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, Florida ("City Commission") issued Invitation to Bid (ITB) No. 23-0912200, to solicit competitive proposals from qualified firms for records retention services; and

WHEREAS, three (3) proposals were received on October 13, 2023 in response to RFP No. 23-0912200; and

WHEREAS, the City Manager recommends that the proposals received in connection with RFP No. 23-0912200 be rejected based on the low response of bidders; and

WHEREAS, the City further desires to re-issue a Request for Proposals ("RFP") for records retention services; 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 Invitation to Bid (ITB) No. 23-0912200.

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 rejects all bids in connection with Invitation to Bid (ITB) No. 23-0912200 and further approves and authorizes the re-advertising and re-issuance of a Request for Proposals (RFP), for Records Retention services.

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 _____, 2024.

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

DocuSigned by:

C46C07C1E8DE492...

City Manager:	Darvin Williams			CM Signature:				
Commission Meeting Date:	03.27.2024		Item Type: (Enter X in box)	Resolution	Ordinance		Other	
				X				
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading		
		X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X	
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No		
							X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:					
		X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)				
		X						
Sponsor Name	City Clerk		Department:	City Clerk				

Short Title:

A resolution authorizing the Interim City Manager to reject all proposals received in connection with RFP No. 23-0912200 for records retention services.

Staff Summary:

The City Commission issued an Invitation To Bid (ITB) to solicit competitive proposals for the record retention for the City Clerk's office. Three (3) proposals were received; however, a request is being made to reject the proposals based on the low response of quality bidders and to re-advertise a Request for Proposal (RFP).

Financial Impact – The only expense associated with this item is advertising costs from utilizing publications in addition to electronic dissemination of this RFP to ensure broad coverage to reach a wide range of potential bidders. Up to \$3,000 may be expended if advertising is done through publications and will be charged to Non-Department Division, Other Advertising, (19-515491) which has a budget of \$25,000 and balance of \$13,060.

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**

**INVITATION TO BID
ITB NO. 23-0912200**

PUBLIC RECORDS MANAGEMENT

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed bids were received by 2:00 p.m. on October 12, 2023 and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 9:45 a.m. this 13th day of October, 2023.

BIDS RECEIVED

NAME/ADDRESS

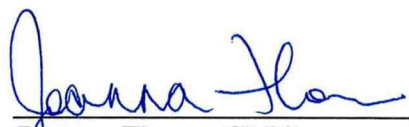
- | | |
|---|---|
| 1. Dynamic Documents Services
133 NE 2 nd Avenue, Suite 2612
Miami, FL 33132
Contact: Nareg Halajian
Tele: (855) 866-3627 | Lump Sum: \$16,550.00
Hourly onsite: \$120.00
Hourly offsite: \$120.00 |
| 2. IQBG Inc.
1751 Pinnacle Drive
McLean, VA 22102
Contact: Jamie Aguilar, President
Tele: (703) 395-2041
Email: jaguilar@iqbginc.com | Lump Sum: \$40,655.00
Hourly onsite: \$185.00
Hourly offsite: \$185.00 |
| 3. Secure Records Solutions
105 Baybrook Street
Thomasville, GA 31792
Contact: Christopher P. Jones
Tele: (850) 656-6900
Email: christopher@securerecordssolutions.com | Lump Sum: \$155,000.00
Hourly onsite: \$450.00
Hourly offsite: \$300.00 |

Please note that all bids, with the exception of Dynamic Documents Services were submitted via Demand Star (e-bid) and provided to the City Clerk's Office by Junior Bergel, City of Opa-locka Procurement Office.

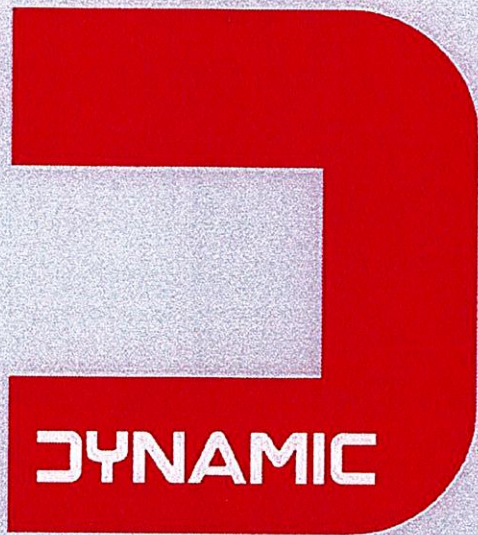
I further certify that bids were submitted and properly opened in the presence of the following:



Junior Bergel
Procurement Officer
City of Opa-locka



Joanna Flores, CMC
City Clerk
City of Opa-locka



DOCUMENT SERVICES LTD

Proposal For
City of Opa-locka
Public Records Management System
ITB NO. 23-0912200

Dynamic Document Services, Ltd.
133 NE 2nd Ave Ste 2612 Miami, FL 33132
Nareg Halajian (President)
855-866-3627

Table Of Contents

Introduction Letter	3
Executive Summary	4
Company Background	5
Company History	5
Company Highlights	5
Personnel	6
References	8
Statement Of Work	9
Introduction	9
Project Requirements	9
Scope Of Work	9
Deliverables	10
Timeline	11
Implementation Plan	11
Change Management	16
Cost Summary	17
Price Proposal Form	18
Statement Of Work Approval	19
Certificates & Licenses	20
Drug-Free Workplace Certification Form	21
Non-Collusion Affidavit	22
Non-Discrimination Affidavit	23
E-Verify Form	24
Attachments	25
Attachment 1: Qatar 2022 FIFA Soccer Committee Laserfiche Records Management Solution	25

Introduction Letter

September 12, 2023

Joanna Flores
City Clerk
City of Opa-locka
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

To Joanna,

Dynamic Document Services is pleased to present this proposal to provide Public Records Management products and services to the City of Opa-locka. The proposed products and services will meet and exceed your records management, information governance and compliance needs as outlined in your Invitation To Bid.

Our vision for the City of Opa-locka is to apply our standard high level of customer service, leverage our detailed technical expertise, and utilize our extensive experience providing Records Management solutions and support. We are confident that we can provide a solution for every feature request outlined in the Scope Of Work of the ITB in a timely manner. We also know that we can do a great job providing the necessary support, training and consulting services needed to create a reliable and efficient Public Records Management schema for Records Managers and End-Users alike.

We are a team of passionate, hardworking enthusiasts who strive to provide simple, effective Records Management and Process Automation solutions, backed up with excellent customer. Our successful track record of Laserfiche implementations, along with our happy customers, ensures that we are qualified to provide the same experience for the City of Opa-locka.

Respectfully,

Nareg Halajian
President
Dynamic Document Services
133 NE 2nd Ave Ste 2612 Miami, FL 33132
www.dynamicdocuments.com
ndh@dynamicdocuments.com
855-866-3627

Executive Summary

The City of Opa-locka ("Customer") is seeking to implement a modern and scalable Public Records Management (PRM) platform that offers widespread accessibility and usability, and standardizes controlled record governance across the organization. The solution should support a diverse population of users and offer a seamless experience for end-users, records managers, and system administrators to effectively access, create, and manage their paper and electronic records in a highly available and secure environment.

The proposed PRM solution will provide a digital repository that will provide a secure, highly-accessible platform in which to store and retrieve critical organizational records and other content. In addition to efficient search and retrieval, the solution will also keep accurate track of record retention policies and notify Records Managers when records series' are due for cutoff, destruction, or transfer to an offsite storage facility.

Laserfiche offers industry-leading PRM solutions that have been implemented within organizations throughout the world to ensure transparency and simplify compliance through the centralization and standardization of public record policies. Benefits of the platform include:

- **Automated Capture, Routing & Storage** – Laserfiche offers advanced capture and workflow processing tools to automate the import of new records, reducing the time and need for manual data entry and file organization. New records can be routed to the records series that they belong to and will automatically inherit the retention policies applied to those records series.
- **Records Retention Management** – Laserfiche enables Records Managers to easily keep track of the retention policies for all their record types. Versatile information governance tools will make your organization more transparent and compliant with regulatory guidelines.
- **Records Routing Workflows** – With Laserfiche Workflow, records added to working folders by end users will be automatically routed to records series that have already been configured with retention policies for that record type. Once stored in a records series, records automatically inherit the retention policy previously configured by the Records Manager. Two separate folder structures for Records Managers and End Users enable each to store and work with records in a way that makes sense to them.
- **Robust Records Searching** – Records Managers can easily search for records that are cutoff, ready for disposition, or have holds applied to them. These advanced searches give Records Managers a snapshot of where records series' are in their retention lifecycle. Finding records easily and taking necessary actions in a timely manner keeps organizations adherent to record retention guidelines and eliminates the need to pay costly non-compliance fines.
- **Physical Records Management** – Records Managers will manage physical records in storage using a paper-based manual version of the electronic Public Records Management solution.

Company Background

Company History

Dynamic Document Services was established in 2012. We are a small, effective team of 3 Laserfiche enthusiasts who always go the extra mile to keep our customers satisfied. Nareg Halajian is the team leader. Marlon Lumanog and Cherry Diesta act as the technical support team. We have not had any employee turnover in the past three years.

Our highly trained and experienced team of professionals have proven that we can deliver on our customer satisfaction claims. We have a long, successful track record of quickly resolving support cases and providing high-quality, effective technical solutions for our customers. Our Laserfiche Certified Professional Gold Certification status ensures that you get quality support and expertise.

Our team is well-versed in providing technical support and solutions for all Laserfiche's features, including Server, Desktop Client, Web Client, Mobile App, Workflow, Forms, Records Management, Audit Trail, Quick Fields, Public Portal, Import Agent, Connector, SDK and more. We also have long established working relationships with many members of the Laserfiche community, including Laserfiche Support, Presales, Development, and Management.

Leveraging our technical expertise, creative solutions, personal connections, and strong work ethic, your organization can rest assure that it will get the most out of its investment in Laserfiche ECM and have a great customer experience.

Company Highlights

Since starting our business in 2012, we've prided ourselves on providing an excellent level of end-user support and technical expertise. Our goal has always been to ensure that our Laserfiche customers are happy with their investment in Laserfiche software and our professional services.

We've managed to stay on track with our goals with a high customer satisfaction rating. We've also managed to make an impact in the Laserfiche community with a reputation for resolving issues that many others could not. We utilize all the support and knowledgebase resources at our disposal to quickly resolve any type of Laserfiche support issue or consulting inquiry.

We will of course bring this same approach of hard work and attention to detail in providing support and solutions to your organization.

We're happy to say that we have satisfied customers and we're confident that you'll be one of them too.

Personnel

Nareg Halajian – Owner/President (*Jan 2011 To Jan 2022*)

Marlon Lumanog – Technical Support Manager (*Jan 2011 To Jan 2022*)

Cherry Diesta – Technical Support Representative (*Jan 2015 To Jan 2022*)

Combined Professional Experience

Over 13 years of experience facilitating all aspects of reselling the Laserfiche ECM software suite. Activities include directing sales and marketing efforts, performing software implementations, providing end-user support, creating technical solutions, and managing consulting projects.

Responsibilities:

- Manage and direct sales and marketing efforts for Laserfiche ECM to organizations in State & Local Gov't, Higher Education, Healthcare, Financial Services, Manufacturing, & Property Management.
- Manage and perform Laserfiche software implementations including technical requirements gathering, installation, configuration, user training and end-user support.
- Manage and direct a team of employees who provide technical support assistance to Laserfiche end-users.
- Manage all support cases and provide technical support assistance to Laserfiche end-users; escalate to Laserfiche Support if necessary.
- Facilitate professional services projects using all components of the Laserfiche ECM suite; includes directing project communication and documentation, technical requirements gathering, solution design and creation, testing, implementation, user training and ongoing support.

Combined Laserfiche Technical Experience

Over 15 years of creating document management and process automation solutions using all components of Laserfiche. Experience includes: gathering process requirements from customers; designing, building and testing solutions; transitioning to live production environment; providing ongoing technical and process support.

Laserfiche technical experience includes:

- Server & Client (Admin Console; Desktop and Web Client; User Administration; Security; Metadata)
- Workflow (Database Lookups; Invoke Business Process; C# or VB.net Custom SDK Scripting)
- Forms (Realtime Lookup; Data Management; Invoke Workflow; Conditional Decisions; Form Tabulation CSS; JavaScript;)
- Quick Fields (Document Classification; First/Page Identification; Image Enhancements; Metadata Extraction)
- Records Management (Record Folder Structure; Retention Period; Cutoff Instructions; Final Disposition)
- Audit Trail
- Import Agent
- Public Document Portal
- Connector

Continuing Education

Laserfiche CPP Gold Certified

References

City of Pompano Beach (2020-Current)

Susan Moran, Business Analyst, susan.moran@copbfl.com, 954-786-4277

Responsibilities include:

- Provide ongoing technical support for end-user errors and how-to questions
- Provide administrative maintenance of system platform to ensure accessibility and up-time
- Help automate and streamline internal processes using tools like Laserfiche Forms and Workflow
- Automate and streamline document and data capture processes using Laserfiche Quick Fields intelligent scanning application

Qatar 2022 FIFA Soccer Committee (2015-Current)

Mustafa Siddiqui, IT Director, mustafa@itqan.com.qa, +974 4435 0800

Responsibilities include:

- Interpret existing retention policies for all records types
- Design Laserfiche Records Management schema that adheres to organization records policies and regulations
- Build Laserfiche Records Management cutoff instructions, retention periods, holds, records series, records folders, etc. necessary to carry out proposed RM schema
- Build Laserfiche Workflows to automatically route new records to appropriate records series so they inherit pre-determined retention policies
- Create project documentation and training materials for users and administrators for efficient use of RM solution, including running RM searches and executing RM workflows

Kings Point In Tamarac (2019-Current)

Rich Bobker, Executive President, rbobker@kingspoint.com, 954-726-4120

Responsibilities include:

- Provide ongoing technical support for end-user errors and how-to questions
- Provide administrative maintenance of system platform to ensure accessibility, up-time and efficiency
- Scan large batches of documents and import them into the Laserfiche document repository for OCR full-text indexing and searchability
- Automate and streamline slow and paper-heavy incident report process using Laserfiche Forms and Workflow

Statement Of Work

Introduction

We are undertaking the implementation of a Public Records Management system for the City of Opa-locka.

We will collaborate with the City Clerk's Office to review existing Florida Administrative Code and Retention Schedules and design a matching records management schema for both electronic and physical records. Mutual collaboration, project documentation and training materials will ensure a successful project that delivers an effective solution for the City.

Project Requirements

This project requires that a fully functioning records management schema be designed, built, configured, tested, and rolled out for City of Opa-locka's physical and digital records. In collaboration with the City's Records Manager, we will create a Records Management schema that adheres to the record retention policies listed in the Florida Administrative Code and Retention Schedules. We expect to complete the project within 30 days of the start.

Solution support will be provided to the Records Manager and End-Users by the contractor for any technical issues, errors or how-to inquiries that occur.

Scope Of Work

The Public Records Management implementation will consist of the following activities:

- Review Florida Administrative Code & Retention Schedules with Records Manager and key departmental staff members
- Meet with City Clerk and key departmental staff to discuss current and future needs for public records management and reporting
- Meet with Records Manager and key departmental staff to create inventory of all physical and digital business records generated by the City
- Design and create Records Management schema for physical and electronic records based on retention policies outlined in the Florida Administrative Code & Retention Schedules
- Evaluate current software systems used by the City and recommend more effective alternatives
- Meet with Records Manager to determine most effective records filing structure for managing retention policies
- Meet with End-Users to determine most effective filing structure for working with records on a daily basis
- Design and create a Laserfiche records series folder structure for Records Managers and regular folder structure for End-Users
- Review records access levels with Records Manager and configure folder access security in Laserfiche records folders based on City requirements

- Design and create Laserfiche Records Management structures including record series, record folders, cutoff instructions, retention periods, review cycles, events, locations, holds
- Design and create Laserfiche Records Management routing workflows that route new records to appropriate records folders and create a shortcut in the end-user folders
- Design and create paper-based retention policies to be attached to corresponding cabinets/boxes in offsite storage facility
- Assist with compiling Florida Department of State compliance statements
- Assist with monitoring changes in the Florida Administrative Code & Retention Schedules and making necessary updates to solution so the City stays compliant
- Assist with monitoring changing legislation, Attorney General and Court Opinions and making necessary updates to solution so the City stays compliant
- Provide onsite training to all City Clerk and departmental staff on use of new Laserfiche Records Management system
- Provide onsite training to all City Clerk and departmental staff on new procedures and tasks involved with managing retention of physical paper records stored offsite
- Provide training and documentation for implementing management and destruction policies and procedures for all of the City's physical and electronic records
- Provide social media archival and retention guidance and support
- Review and update current public records definitions and make recommendations for more effective management tools and techniques
- Review current Public Records Request process with City Clerk and recommend automated digital solution using Laserfiche Forms
- Implement and train users on new Public Records Request solution using Laserfiche Forms
- Provide ongoing training to administrators and users on how to use physical and digital Records Management solutions
- Provide ongoing administrative and maintenance assistance to keep the City in compliance with current standards and definitions

Deliverables

- Fully functioning Laserfiche Records Management solution for managing retention policies of electronic records
- Records Management plan and paper-based solution for managing physical records stored offsite
- Full inventory of all City records in all departments and locations
- List of current retention policies and procedures outlined in Florida Administrative Code & Retention Schedules
- Training sessions and initial implementation support provided to Records Manager and End-Users
- Records Management solution manual and training documentation
- Ongoing solution support for Records Manager and End-Users
- Implementation of digital Public Records Request solution using Laserfiche Forms including training and documentation

Timeline

The entirety of this project is expected to be completed within 30 days of the project start date, as agreed to by both parties.

1. Full review of Florida Administrative Code & Retention Schedules is expected to be completed within 3 days of project start date.
2. Full inventory of all City records in all departments and locations is expected to be completed within 8 days of project start date.
3. Full list of current retention policies and procedures is expected to be completed within 12 days of the project start date.
4. Creation and implementation of Laserfiche RM solution is expected to be completed within 20.
5. Creation and implementation of paper-based RM solution is expected to be completed within 20.
6. Implementation of new Public Records Request process using Laserfiche Forms is expected to be completed within 28 days of the start of the project.
7. All documentation and training materials are expected to be completed within 30 days of the project start date.
8. Solution support will be provided on an ongoing basis Records Manager and End-Users.

Implementation Plan

This detailed implementation plan ensures that we follow proven methods and best practices for configuring your Laserfiche environment.

Step I: Requirements Analysis

Gather and confirm all requirements for a successful implementation

Performing a thorough requirements analysis is a critical first step to successfully completing a project on time and within budget. The requirements analysis involves a reexamination of the documents that will be captured, the processes that will be automated and the way people will use and interact with the documents once they have been digitized. During the requirements analysis, important design factors such as security, access and retention requirements should be examined and documented.

Confirm Architecture

In most cases, the architecture of the proposed solution is developed using whatever information is available. Once the requirements analysis is completed, it's necessary to confirm that the proposed architecture is appropriate. If any modifications are required, you should document them, along with the reasons for the modifications.

Confirm Software

Using the information from the requirements analysis, it's important to confirm that the proposed software solution is appropriately configured and licensed. Any required addition (or removal) of applications or licenses should be documented.

Confirm Hardware

Information about document types, expected performance, user behavior patterns, retention schedules and expected capture volumes can greatly affect the way a hardware solution is designed. Once the requirements analysis is complete, it's necessary to confirm that the appropriate hardware configuration has been proposed. Any modification to the hardware solution should be documented.

Confirm Deployment Environments

The deployment environment can have a significant impact on the way a solution is deployed. Network bandwidth, desktop hardware and legacy systems should be examined to confirm that the solution can be deployed as planned. Any changes to the proposed solution based on environmental factors and/or any environmental changes that are required should be documented.

Step 2: Planning**Define the formal work plan, checkpoints, and milestones for the project**

The formal work plan should serve as the master schedule by which progress is measured. The work plan should include all project-related tasks, as well as all required resources. The published work plan should also be used to track all project-related activities and generate scheduled and ad hoc progress reports. No work on the project should begin until a mutually-accepted work plan has been developed.

Assemble Project Teams

The work plan should include the human resources required to complete the project. In most cases, members from each department and IT are included, as well as an overall project manager and the Laserfiche team. Roles for each team member should be assigned and a general reporting structure agreed upon.

Develop a Detailed Project Work Plan

The overall project should be logically separated into distinct milestones, and the milestones should be broken into a series of tasks that must be performed in order to achieve the milestones. Tasks should be assigned to the appropriate team members in order to clearly define responsibility.

Schedule Status and Milestones Meetings

Regular status meetings are necessary to ensure milestones are met and the project is completed on time. Because achieving milestones requires team members to complete their assigned tasks, it's important to develop a realistic schedule of tasks. When meeting in person is not practical, meetings should be hosted using a Web conferencing infrastructure.

Develop a Support Plan

A written support plan is necessary to ensure that end-users and system administrators have access to the proper support personnel. Response times to helpdesk inquiries should be documented, and an escalation procedure should be defined for more difficult issues. The support plan should also detail helpdesk ticketing procedures and personnel to be notified regarding the status of current cases.

Develop a Communications Plan

In addition to scheduled status and milestone meetings, regular communication between project members will be necessary. Additionally, it will be important to provide reports or documentation to management as the project progresses. It is also important to document the content of and decisions made during meetings for distribution to team members who aren't able to attend.

Step 3: Design**Design every aspect of the system in a design specification document**

Design is usually the first milestone of the project plan and is always documented in detail. System specifications should be developed to meet the needs outlined in the requirements analysis. These specifications should be submitted for approval before the build process begins.

Step 4: Build**Build the application according to the design specification**

The system should be built according to the approved specifications. Any changes that need to be made should be made to the specification and agreed upon before they are implemented.

Step 5: Test**Test the application for functionality, performance and design, according to the specification**

Before the solution is rolled out, comprehensive testing should be done. It's important to identify issues through testing so that productivity is not hindered once the system goes live.

Unit Testing

The proposed solution is made up of individual components that must be installed and tested within their environments. Implementation of a software or hardware component is not complete until it has been thoroughly tested.

System Testing

The overall system should be tested to ensure the individual components work together as planned.

Overall System Architecture Test

The system should be tested according to the way in which it will be utilized. Functions such as scanning, data extraction, exporting and document routing should be tested to ensure they are working as expected. Hardware components should be tested to ensure image quality is acceptable and all devices can communicate with each other.

Load Testing

Once it's been determined that the system works as designed, load testing should be conducted to ensure the system will provide the expected performance once it's in production. Network bandwidth and server I/O should be tested under loads to ensure things like scanning at peak capacity won't affect search and retrieval.

Step 6: Revise

Revise the application per testing results and conform to design specification

Based on test results, there may be functional or performance issues that require modifications to hardware or software components to address. System modifications should require the approval of an appended specification before they are made.

Revise Program

Revisions should be made according to the appended system specification. New hardware or software components should be tested individually to ensure they function as anticipated.

Regression Testing

Regression testing should be conducted to ensure that modifications don't adversely affect system components that originally worked as anticipated.

Step 7: Rollout

Launch the application, supported with communication, training and service

The system should be rolled out based on a defined plan. All rollout activities, such as pilot testing, change management activities and training should be coordinated to ensure a smooth transition to the new system.

Pilot Group

Before the system is rolled out to the entire user community, pilot testing should be conducted using an appropriately diverse sample. During the pilot, usage patterns should be monitored to ensure the system will be used as predicted and that the system components will support the usage. Usability feedback should be solicited and training requirements should be determined.

Communication Plan

A plan should be developed and agreed upon that describes the way project-related activities will be communicated to the user community. It's also important to develop a way for system users to communicate with the appropriate project team members.

Pre-Launch Notifications

If the system launch affects the way people will do their jobs (such as day forward scanning or workflow requirements), it's critical to give proper notification of what will be expected and when the system will be launched. Pre-launch notifications can also act as effective change management activities, providing a forum for users to discuss any potential questions.

Launch Notifications

Launch notifications serve as formal notice of system rollout and what is expected of system users.

Post-Launch Notifications

Post-launch notifications serve to keep the user community abreast of accomplishments, changes and any system-related issues that may affect them.

Training

Providing proper training is critical to the success of the implementation. In most cases, training is provided onsite, in groups according to role/function and using a copy of the production system.

End-User Training

End-user training is hands-on and conducted in groups using a replica of the production system. Whenever possible, users should be grouped according to their role or function so that training can be targeted. In most cases, follow-up training sessions should be scheduled to ensure questions that come up after initial use are addressed right away.

System Administrator Training

System administrators should be encouraged to participate in as much of the implementation process as possible so they understand how the hardware and software components are configured and work together. System administrator training will cover the overall design of the solution, as well as the way the individual components work. Topics covered should include security configuration, troubleshooting and maintenance. Particular attention should be paid to regular maintenance procedures to ensure the system continues to perform as expected.

Support

Laserfiche offers a variety of support options based on project complexity, required uptime and response expectations. Support plans range from telephone and e-mail support to regularly-scheduled maintenance visits and remote system monitoring.

Define Internal Escalation Path

The way in which problems are reported, addressed and escalated should be documented. Internal support personnel may be expected and trained to address common issues (such as ensuring hardware is properly connected, resetting passwords, etc.) Internal support staff should be given system documentation and access to an online knowledge base to assist them.

Define Escalation Path to Laserfiche

Lines of communication should be established for escalating issues to Laserfiche for support. Response times and resolution procedures should be documented.

Project Wrap-Up

Once all of the milestones on the work plan are achieved, the implementation is considered complete. Project wrap-up activities may include formal sign-off and a final status meeting.

Transition System Maintenance to Internal Personnel

System administration and regular maintenance activities will be transferred to internal personnel and all support and configuration issues will be routed through the defined escalation paths.

Publish Project Audit

If included in the work plan, a project audit should be published outlining the project goals, issues faced and final outcome of the implementation.

Change Management

Any features or functionality of the Laserfiche Cloud system that is not specifically mentioned in this proposal will be considered outside the scope of this project and will require separate project documentation and cost.

Cost Summary

Product Service	Description	Quantity	Price	Total
	ECM Features			
LF CLOUD	Laserfiche Cloud Records Management Add-On	1	\$5,750.00	\$5,750.00
	Subtotal			\$5,750.00
	Professional Services	Hours		
PRO SERV	Professional Services Consulting for creating PRM solution	90	\$120.00	\$10,800.00
	Subtotal			\$10,800.00
	Total			\$16,550.00

Notes:

City of Opa-locka Public Records Management project for designing and creating full Records Management schema for physical and electronic records; Digital Public Records Request solution using Laserfiche Forms

Subtotal amount for ECM Features is due annually

Installation and configuration consists of creating necessary accounts, downloading software install files, performing software installs, updating license keys, configuring software modules, and making sure users/groups, user/group security rights, template metadata, folder structure and folder access rights are properly configured

User training will take place after system configuration is complete. Initial implementation support will be available to users after system rollout.

Solution manuals and training documentation will be provided

Optional Gimmal Physical records management software for managing paper records stored offsite; Lump sum for initial implementation is \$25,000; Hourly rate for professional services is \$250/hr

Gimmal Physical website - <https://gimmal.com/gimmal-physical/>

Gimmal Physical Overview video - <https://www.youtube.com/watch?v=Mc03X8-YoqY>



PRICE PROPOSAL FORM

Firms must use the cost proposal form below to submit your Firm's cost for this bid 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. The proposing firm must completely fill out each row below.

The firm must provide a detailed fee schedule that explains the cost and services for each description of task.

Line Item #	Specifications/ Item Description/ Service	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	Evaluate Public Records Management Policy and Systems and Provide Recommendations to Improve the Plan and Systems' Level of Efficiency, Productivity, Functionality, and Connectivity.	1	Lump Sum	\$16,550	
2	Hourly Rate for additional <u>Onsite</u> Consulting and Implementation Services "as needed". (Travel expenses to be billed at cost - no additional markup)	1	Hour	\$120	
3	Hourly Rate for additional <u>Offsite</u> Consulting and Implementation Services "as needed".	1	Hour	\$120	

Dynamic Document Services, Ltd.

Company

855-866-3627

Telephone Number

Nareg Halajian

Name of Person Authorized to Submit Bid

Fax Number


Signature

ndh@dynamicdocuments.com

Email Address

President

Title

Statement Of Work Approval

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives as of the Effective Date.

Customer's Signature:

Name: _____

Signature: _____

Effective Date: _____

Contractor's Signature:

Name: _____

Signature: _____

Effective Date: _____

Proposed Project Start Date: _____



CERTIFICATE AND LICENSES.

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: Nareg Halajian

Address: 133 NE 2nd Ave Suite 2612

City, State, Zip: Miami, FL 33132 Phone/Fax: 855-866-3627

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

3. If Corporation, state:

Date of Incorporation: 1/12/11 State in which Incorporated: NY

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers Date Elected:

<u>Nareg Halajian</u>	<u>1/12/11</u>
_____	_____
_____	_____

6. The length of time in business: 12 years

7. The length of time (continuous) in business as a service organization in Florida:
8 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the CITY specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the CITY and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the CITY, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



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 Nareg Halajian the

President of Dynamic Document Services, Ltd.
(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.

9/12/23
Date

[Signature]
Signature



NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE

Nareg Halajian being first duly sworn, deposes and says that:

- (1) He/She/They is/are the President
(Owner, Partner, Officer, Representative or Agent) of
Dynamic Document Services, Ltd. 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 ACCAHARA FRIEDMAN

Witness Bayan Dawila

By: [Signature]
Signature

Nareg Halajian, President
Print Name and Title

State of Florida, County of Miami-Dade
The foregoing instrument was acknowledged before
me this 7 day of September, 2023
by Nareg Halajian
who is personally known to me or who has produced

New York ID as identification.
507 814534



Marjorie Chavez
Notary Public
State of Florida
Comm# HH091610
Expires 5/7/2025

[Signature]



NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business, or entity represented herein shall not discriminate against any person in its operations, activities, or delivery of services under any agreement it enters into with the 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: Nareg Halajian
Title: President

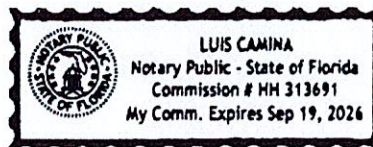
Sworn and subscribed before this

11 day of September, 2023

Notary Public, State of Florida

Luis Camina

(Printed Name)



My commission expires: Sep. 19, 26



E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Dynamic Document Services, Ltd.

Authorized Signature: 

Print Name: Nareg Halajian

Title: President

Date: 9/12/23

Attachments

Attachment 1: Qatar 2022 FIFA Soccer Committee Laserfiche Records Management Solution

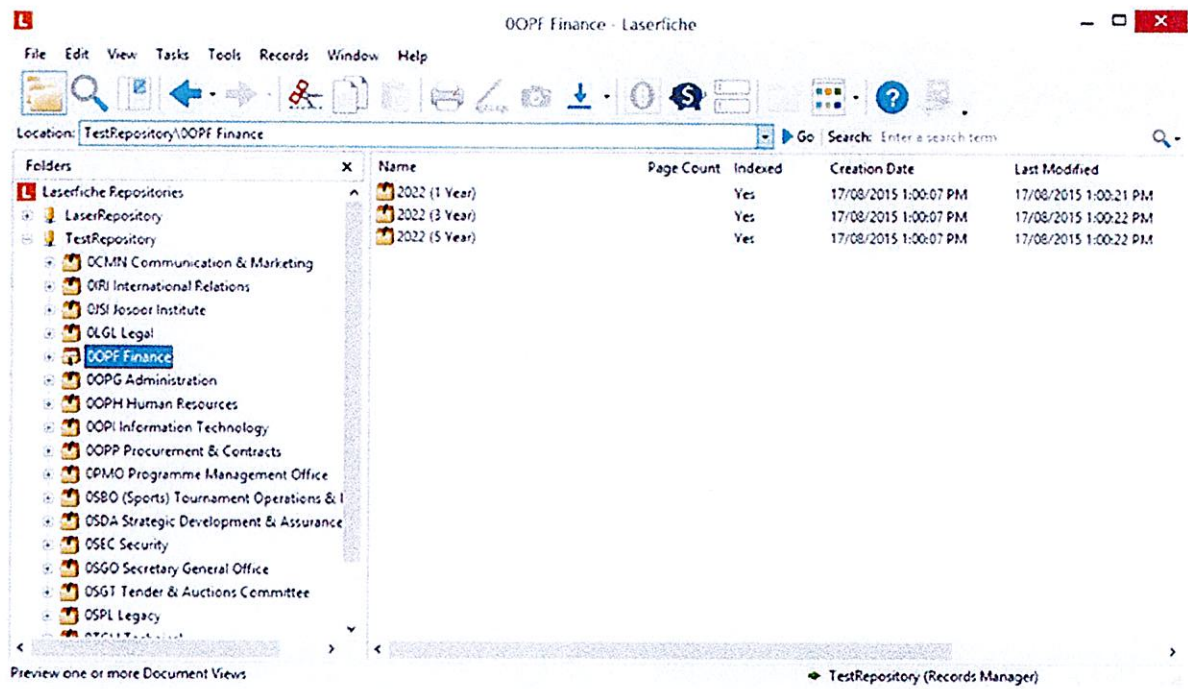


Exhibit 1A: Laserfiche Records Management records series folder structure

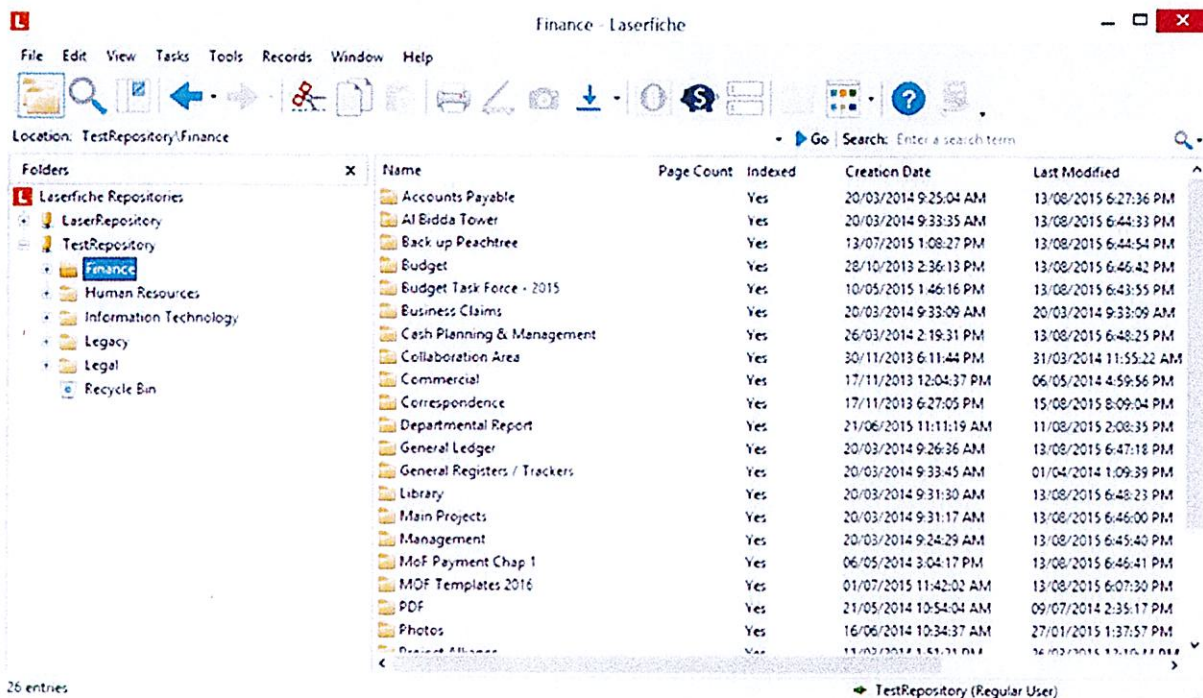


Exhibit 1B: Laserfiche End-User folder structure

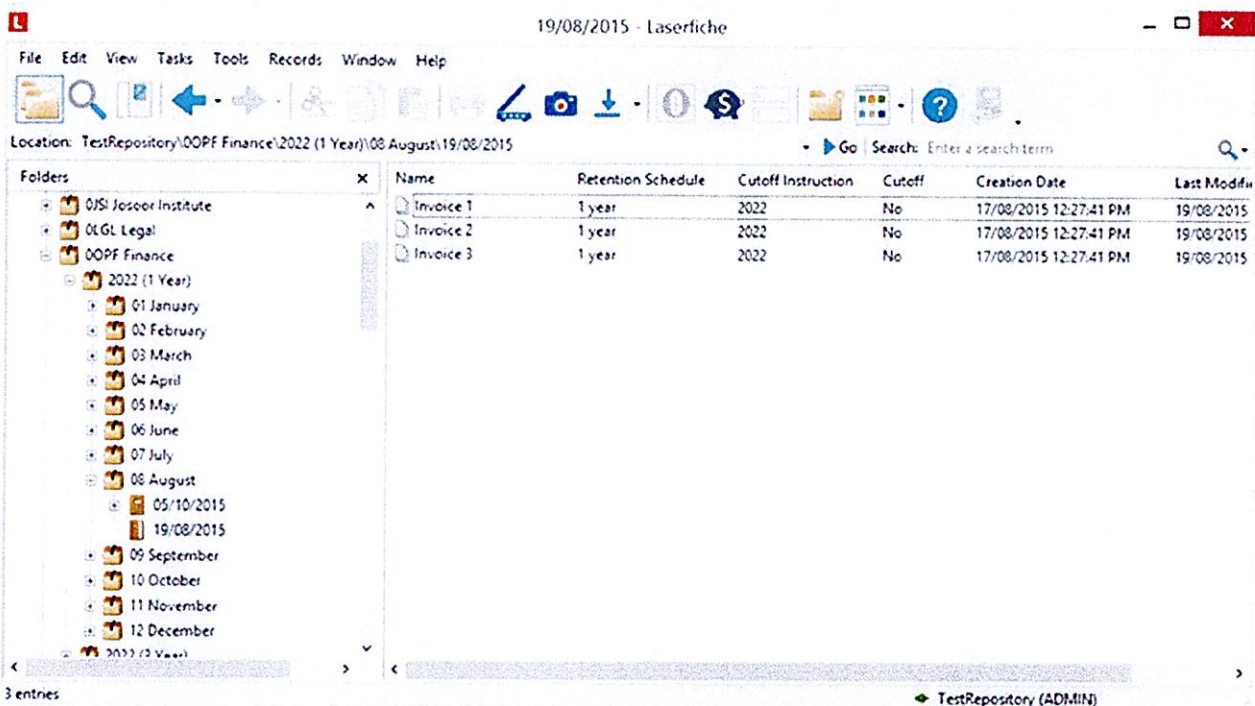


Exhibit 1C: Laserfiche Records Management records folders and custom column displays

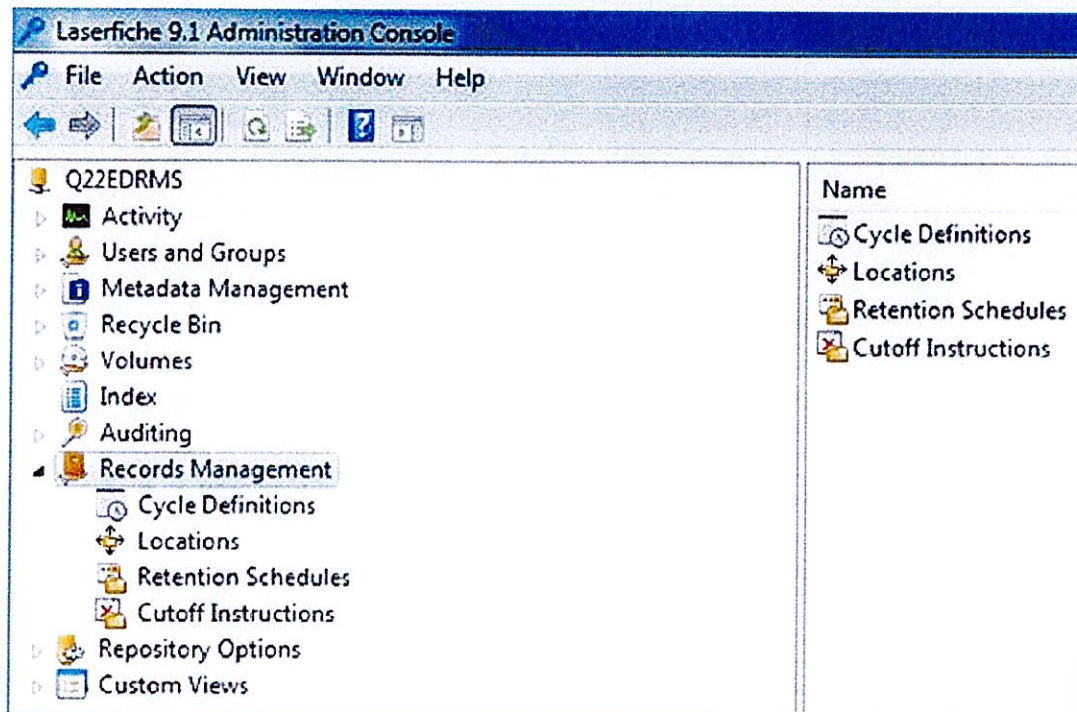


Exhibit 1D: Creating Laserfiche Records Management objects in Repository Administration section

1 year Properties ?

General Instructions Alternate Instructions

1. Enter how long to keep record in current file area.

Retain for 1 year(s) 0 month(s)

2. Laserfiche can track records when you move them from one location to another.

Order	Transfer records to	Retain (months)	Action	Description
		0	Retain all data	

Insert Delete

3. Enter the final disposition for these records.

Final Disposition: Accession

Archival Location: Off-site Location

☒ Retain metadata information in the repository

OK Cancel Apply Help

Exhibit 1E: Defining Laserfiche Records Management cutoff instructions in Repository Administration section

Entry Access

Selected entry: TestRepository\OCMIN Communication & Marketing

Access Rights Effective Rights

Access Rights

☒ Show inherited rights

Trustee	Inherited From	Scope
Workflow	TestRepository	This folder, subfolders and d
Records Manager	<Not inherited>	This folder, subfolders and d
ADMIN	TestRepository	This folder, subfolders and d

Add... Remove

Rights	Allow	Deny
Browse	☒	☐
Read	☒	☐
Modify Contents	☐	☐
Append Data	☐	☐
Delete Entry	☐	☐
Rename	☐	☐
Delete Document Pages	☐	☐

☒ Inherit rights from parent and include with specified rights

Allow All Clear All Deny All

OK Cancel Help

Exhibit 1F: Configuring folder access security for Records Managers versus End Users

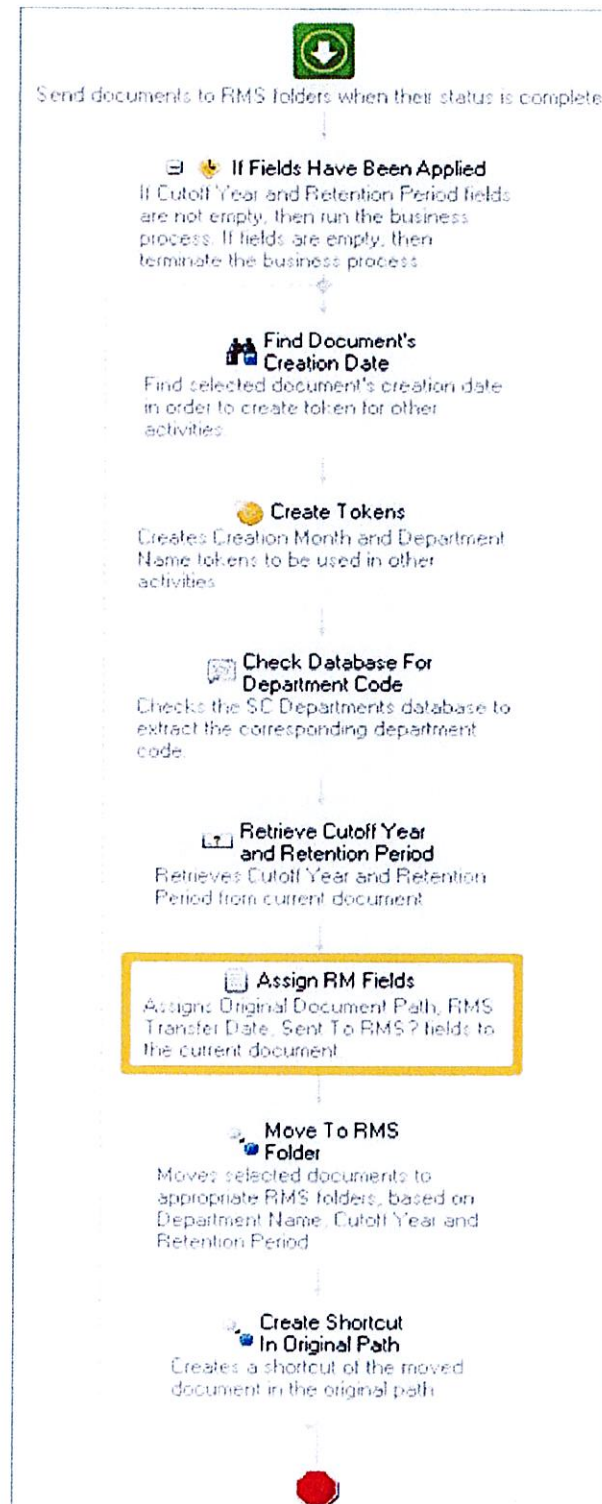


Exhibit 1G: Laserfiche Workflow definition to route new records to Record Manager's folder structure, while creating a shortcut to the record in the End User folder structure

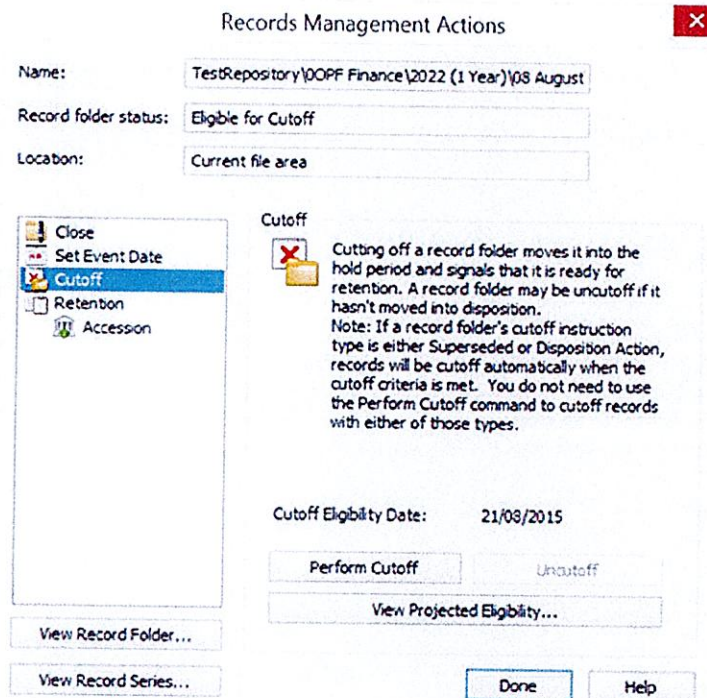


Exhibit 1H: Records Manager performs RM actions like cutting off a record so that it's retention period can begin

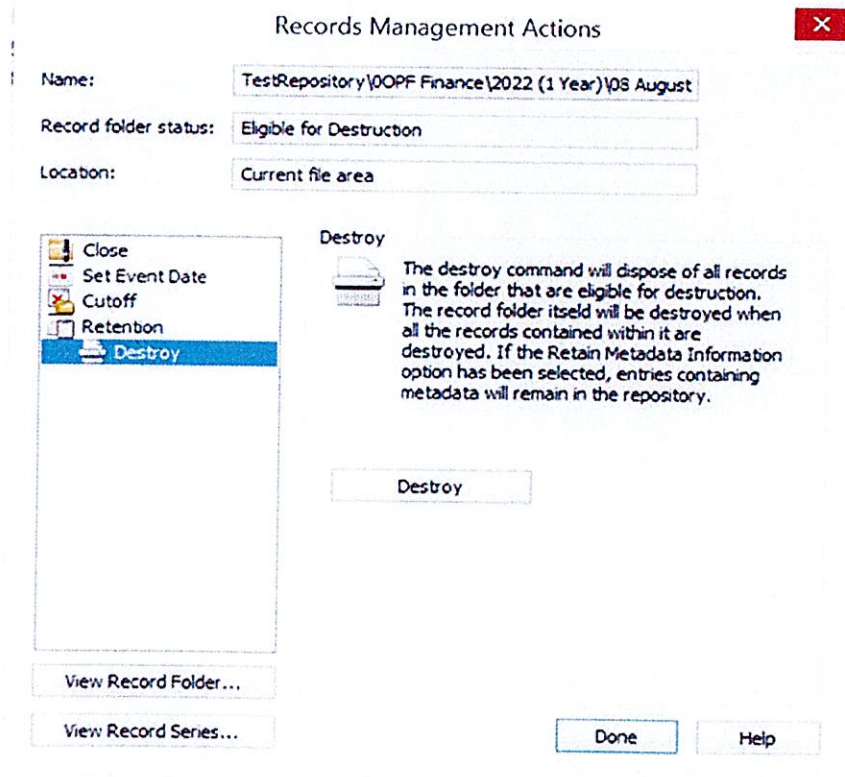


Exhibit 1I: Records Manager performs RM actions like destroying a record

Search

Save

Load

Customize Search

Records Management Search

Cutoff

Already cutoff

Due for cutoff before

19/08/2015

Retention Schedule

Find entries with the following retention schedules:

1 year

3 year

5 year

8 year

Search

Refine results

Reset

Exhibit 1J: Records Manager performs RM searches to bring together all records eligible for cutoff or disposition



**Response to
City of Opa-locka
Request for Proposal (RFP) Public Records
Management,
ITB NO: 23-0912200
October 12, 2023**

Submitted to:

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

Submitted by:

IQBG Inc.
1751 Pinnacle Drive
McLean, VA 22102
Point of Contact: Jamie Aguilar, President
Phone: (703) 395-2041
Email: JAguilar@iqbginc.com

Table of Contents

1	<i>Understanding the Needs of the City</i>	1
1.1	The Firm shall provide a summary of why the Firm is uniquely qualified to provide services specified herein.	1
1.2	The Firm shall prepare and submit a detailed scope of work that includes specific tasks, deliverables, and a proposed time for completion of each task.	2
1.3	The Firm shall describe their approach to problem identification and effective solution development	5
2	<i>Experience and Qualification</i>	8
2.1	Proposed IQBG Team	9
2.2	Bios for Proposed IQBG Team Members	10
3	<i>References</i>	14
4	<i>Supporting Materials</i>	15
5	<i>Cost and Price Analysis</i>	16
6	<i>Certificates & Licenses Form</i>	17
7	<i>Price Proposal Form</i>	18
8	<i>Drug-Free Workplace Certification Form</i>	19
9	<i>Non-Collusion Affidavit</i>	20
10	<i>Non-Discrimination Affidavit</i>	21
11	<i>E-Verify Form</i>	22

1 Understanding the Needs of the City

1.1 *The Firm shall provide a summary of why the Firm is uniquely qualified to provide services specified herein.*

The IQ Business Group, Inc. (IQBG) was founded in 1998 in McLean, Virginia. As a small business, we provide Enterprise Information Management (EIM) services, helping our clients design and build intuitive, automated and streamlined information governance programs and solutions. Unlike many consulting companies, we are not generalists; instead, we specialize solely in providing EIM-technologies and related services. We are:

- **EIM experts.** Our consultants average over 20 years of experience and define best practices and standards in the EIM sector. We are recognized as industry thought leaders and participate in many standards organizations.
- **SME-driven.** Our subject matter experts (SMEs) have gained their experience through hundreds of successful client projects. Our best-practice solutions are designed, implemented and maintained by our SMEs. We do not have salespeople. You will work with experts from start to finish. Have a problem? Call our SMEs directly.
- **Client-focused.** Our clients' needs come first. We are tool-agnostic and will find the best solution to meet the City of Opa-locka's unique requirements. Your success is our success.

IQBG is led by experienced Enterprise Content and Records Management (ECRM) practitioners that have invented technologies, set standards, and helped build the industry. We understand how to redesign business processes to take advantage of source capture of content, optical/intelligent character/intelligent document recognition (OCR/ICR/IDR) technologies to eliminate the need for keying information, automated workflows to support more efficient and effective review and collaboration processes, and integration with existing systems to achieve faster return on investment (ROI). IQBG helps customers become more efficient and productive using best-in-breed technology and experienced process consulting.

We have worked with leading ECRM vendors to implement solutions that integrate e-forms, capture technologies and automated records management (RM) components. The RM solutions IQBG implemented have helped organizations realize substantial cost savings while raising service levels by streamlining their business processes; and migrated terabytes of legacy content to new environments without compromising data integrity.

IQBG is a primary Information Governance, ECRM advisor to clients throughout North America. In fact, **we have been involved in nearly \$5B of ECRM procurements** and have guided projects for clients in the public sector and private sector (including Wachovia, Verizon, Coca-Cola Enterprises, American Express).

IQBG developed the industry's first ECRM Assessment and Strategic Plan Development methodology, adopted as an industry standard by AIIM, that we are proposing to use for the City of Opa-locka's project. Our people are not only well versed with the latest ECRM functionality and industry best practices but are respected thought leaders in the field of Information Governance and ECRM. Our recent projects have addressed many leading-edge RM issues including “big bucket,” “Capstone” and flexible records (as defined by NARA and ARMA) scheduling, autoclassification and transparent records declaration, public records/eDiscovery response, privacy, vital records, email/social media RM, SharePoint / ECRM integration, RM for M365, and enterprise taxonomy design.

ECRM Services. IQBG provides services relating to virtually every aspect of ECRM, from strategy and governance, to needs assessments, developing policies and procedures, designing functional classification and retention schedules, developing digitization plans and guiding scanning efforts, and implementation/on-going support. IQBG’s ECRM services include inventories and audits, retention plan simplification using best practices such as flexible scheduling and “big buckets”, mapping business processes to records declaration, Information Governance Maturity Assessments, the design of ECRM Programs to guide increased compliance.

Because of our reputation in the industry and the number of clients we have assisted to procure ECRM software solutions, vendors work very hard to keep us informed about emerging technologies. Our first-hand knowledge of vendor bid strategies and their future product roadmaps is very helpful when we make recommendations and negotiate contracts for our end-user customers.

ECRM Industry Clout. We work very closely with trade associations such as the Association for Intelligent Information Management (AIIM), Association of Records Managers and Administrators (ARMA), The Association for Work Process Improvement (TAWPI), and the Workflow Management Coalition. Many of our staff have held offices at local and national levels with these associations and carry considerable clout in the industry, allowing us to gain leverage over vendors and get the best value for our customers. Our people appear on the mastheads of many ECRM related publications in the industry, and have also appeared in such publications as Forbes ASAP, PC Week, and USA Today.

As members of industry associations – ARMA, AIIM, Sedona Conference Working Groups, etc., IQBG staff have worked diligently to craft many of the standards established in the realm of ECRM.

1.2 The Firm shall prepare and submit a detailed scope of work that includes specific tasks, deliverables, and a proposed time for completion of each task.

IQBG is proposing to use our proven High-level Assessment (HLA) approach and methodology – the same approach adopted by AIIM as an industry standard – tailored for the City to perform a HLA Assessment, determine requirements, recommend and develop RM policies and procedures, create and provide necessary training, review and recommend records software

system, assist with monitoring local, state and federal codes and policies and deliver a RM Program Strategic Plan. IQBG consultants have used this same approach for over thirty successful ECRM Assessment and Strategic Roadmap projects in the last ten years.

The HLA will be tailored to include an assessment of the full lifecycle of content – that is, the early phases of records creation, authoring, editing, review, etc.; and also, work-in-progress management; collaboration; business process and workflow requirements, protection of confidential, sensitive (personally identifiable information (PII), technology security protocols and proprietary investments data) and vital information; and access requirements and search. Designing and implementing unobtrusive records management requires alignment of business processes with records retention and disposition rules.

The current state will be measured against where the City should be based on industry best practices and IQBG's experience with many other private sector clients, industry policies and standards, standard metrics, models, roadmaps, and other relevant information based on IQBG's many years of experience and setting of RM and Information Governance standards (e.g., ARMA principles and IGMM). IQBG's RM assessment (HLA) will:

- Perform an Assessment of each department's existing records and the business processes surrounding them, creating a summary of findings that represents the City's Current State
- Analyze information gathered through Assessment interviews to analyze business process and content lifecycle requirements.
- Conduct a full records inventory of both digital and physical records.
- Develop recommendations to enhance the City's information governance and records management maturity program.
- Develop recommendations for each department to enhance digital record processing and enhance operations and storage, going forward.
- Develop recommendations for existing system enhancements or propose a new ECRM system.

Especially relevant for the City, our consultants who worked to develop this proposal were very pleased with how closely our HLA approach matched the tasks and deliverables that define the project scope based on our discussions with your representatives. Additionally, our HLA is proven to deliver successful projects and the IQBG team that will be performing the work has much experience performing HLA projects as well as working together as a team.

IQBG's proven HLA approach and methodology not only recognizes the importance of stakeholder inclusion in the process, but ensures it based on how the approach is engineered. Specifically, the HLA ensures high involvement of City stakeholders and representatives at every step of the project by:

- Upfront project initiation workshop (PIW) that heavily involves business representatives in the planning process, approach, identification of participants, review of the questions

that will be asked during the interview process, and review of the records inventory survey.

- Participation in the assessment interviews by representatives from all departments, and business areas within departments as appropriate
- Involvement in reviewing and setting priorities on ECRM software requirements matrix.

IQBG typically uses MS Teams to set up a project related workspace where not only meetings can be held, but chats can be exchanged, and files can be easily shared and collaborated on. We can set up the MS Teams instance that is already configured to allow our clients to collaborate with us. Of course, we will use whatever collaboration platform is preferred by the City.

If MS Teams is used, status reports including the project status and RAID (Risks, Assumptions, Issues, and Dependencies) reports will be shared within the Team Site; and, formal monthly presentations of status, progress and completed deliverables will also use MS Teams. Otherwise, email or another collaborative platform can be used in combination as appropriate. Deliverables will be developed in MS Word and Excel, and presentations will be developed in MS PowerPoint. Final deliverables are PDFs. Feedback from the City can be facilitated through the use of MS Track Changes and collaboration in the MS Teams site (or another collaborative platform preferred by the City).

As presented in Figure 1.2-1 below, the proposed project plan for the City's HLA project will produce the Software System Analysis Report and New Records Management Plan in approximately two months – by the end of November 2023 if the project starts by October 2nd. This project plan details the steps to complete the five tasks noted in the solicitation.

Figure 1.2-1. Proposed HLA & Enterprise Reference Architecture Project Plan



In this tentative project plan, project initiation occurs the week of October 2nd, 2023. Obviously, the actual start date will be determined in collaboration with City stakeholders, and when the actual start date is determined the project plan will just “slide forward” based on the actual start date.

1.3 The Firm shall describe their approach to problem identification and effective solution development

In this section, more detail is provided about our proven HLA approach that is proposed for the City’s RM project that will produce, along with other required deliverables, the Current State Findings summary. The HLA is a rapid assessment of operations that results in documented RM requirements. For the City, the HLA will be tailored to produce the specific deliverables requested in the ITB.

Our approach is different than most consulting firms in two significant ways. First, we use very senior staff whose only focus is ECRM consulting, not general IT consulting. This allows us to conduct the RM Assessment and produce the required RM Roadmap deliverables more quickly than our competition. Having staff that has performed numerous ECRM engagements (that match very closely to the City’s RM Consulting project) using our proven HLA methodology also enables us to quote fixed price proposals with confidence rather than forcing clients to rely on time and material contracts.

Secondly, IQBG believes in knowledge transfer -- teaching our clients as much as we can so that when our project is finished, they will be well equipped to support future steps and an eventual RM program on their own. Our methodology includes focused use case discussions, in some cases technology demonstrations, knowledge transfer sessions and recommended training. IQBG consultants have been successfully providing the specific services requested by the City for many years and have developed standard processes which are customized for each client.

IQBG will conduct requirements analysis meetings with internal stakeholders representing City departments (and selected divisions/functional areas within departments) to gather requirements. Requirements documentation will be provided to the City PM and selected management staff for review and approval of interview summaries.

To gather the best information possible, the assessment interviews must be with experienced, knowledgeable staff that are both committed to the City’s RM project and at the appropriate level to explain how the various functions of their department relate to functions performed by others. Some consulting firms will interview only the managers or directors of the departments. This is problematic from two points. First, the management may know what is *supposed* to be done but not what is currently *being* done, which is most important. Secondly, few managers have the depth and breadth of the various business processes that are needed. IQBG will discuss this critical success factor with the City’s project team to assist in the identification of the “right” staff to interview. A customized letter is provided to the City PM,

by IQBG, that can be emailed to all participants explaining the purpose of the HLA, who will be involved and the timing/duration of the study.

Interviews are usually between one to two (1-2) hours long and rarely involve more than two to four (2-4) staff at a time. Larger groups tend to confuse the participants or result in one or two staff dominating the discussion and therefore lose the benefit of meeting with all the others in the group. Our consultants will review and assess the current state of document and records management at the City, assess the rates in which the City accumulates and stores both paper and digital records, understand processes in different departments, understand industry policies and procedures, and review peripheral inventory to develop an informed actionable plan; and, gather the necessary information to develop RM requirements that will be used to develop the Records Management Plan.

One of the critical success factors, our analysis found, is preparing for implementation through early project buy-in. IQBG consultants will facilitate early buy-in by City staff by ensuring heavy user involvement and knowledge transfer during sessions with City staff related to industry best practices, ways that other local government organizations have benefited from RM solutions, how an RM system can benefit them personally as well as the City as a whole; and, by assisting the City to develop a communications plan that supports each step of the RM project with appropriate and consistent messaging.

Each HLA begins with a Project Initiation Workshop (PIW) that includes two parts. The first part of the meeting is a collaborative discussion with the project team, City business representatives and stakeholders. Our goal for this meeting is to explain our methodology, listen to team members' concerns and goals, discuss team members' roles, establish methods of communication with the project team and generally get to know each other. At this meeting, we rely on the project team to identify department representatives to interview. We assume that each project team member will identify key individuals or small groups of users to be interviewed (group interviews are best with 2-4 people). We also set up progress meeting dates, typically every two weeks during the RM Assessment phases.

The second part of the PIW is typically a collaborative session to agree on the content of a presentation about the HLA methodology, schedule, and how the recommendations will be prepared that will be provided to all selected City staff prior to conducting the RM Assessment interviews. Some customers have IQBG provide an overview related to RM principles and best practices. Some customers have a presentation for Department Heads, other customers have a presentation for all Assessment participants.

Regardless, project kickoff presentations are prepared so that study participants and managers can be exposed to the concepts of RM. We typically discuss how other state and local governments have implemented their RM Programs and/or implemented RM solutions. We also describe the interview process and explain the role of study participants. We distribute sample interview questions during these meetings, so interviewees are prepared for the interviews.

In addition to conducting interviews with representatives from all City departments, IQBG provides a records inventory survey that will be distributed to each of the business areas to document their more significant document and records collections. During the interviews, we answer any questions that the representatives may have about completing the record surveys. We will also conduct on-site inventories of physical records. The information collected on the records surveys and inventory guide the creation of a digitization plan, and the mapping of the City's records against the State of Florida's records schedules.

The deliverables produced from the RM Assessment interviews will be interview summaries, a Software System Analysis Report, and a New Records Management Plan documenting the City's current state as related to document and records management, highlighting the current issues faced by the City's staff and supporting the findings with examples from the interviews. The records survey and the interviews will identify:

- Each department's vital records as well as any critical/high value or at-risk paper records
- Content collections likely to contain personally identifiable information or personal health information
- Current or legacy department electronic systems and make recommendations on converting or integrating the applications with the future ECRM solution
- Each department's content and records management system needs, highlighting any unique requirements
- Gaps between current records management processes and municipal best practices

2 Experience and Qualification

IQBG presents 3 references of successful HLA projects with very similar scope and deliverables as those requested in the City's ITB.

Client:	Broward County, Florida
Brief Description of Project:	ECM High Level Assessment (HLA) to support the enhancement of the County's ECM Program. Included development of Policies and Records Schedule recommendations, ECM solution analysis and requirements development, RFP use cases and evaluation matrix, Roadmap (Implementation Plan) to support the rollout of an automated ECM system and program.
Completion Date:	December 2021, with continued work related to Roadmap tasks planned
Contact Person:	Althea Lewis, Director of Enterprise Technology Services – Project Manager Telephone: (954) 357-9504 E-Mail Address: ETSCIO@broward.org

Client:	Halifax Regional Municipality (HRM)
Brief Description of Project:	RM High Level Assessment (HLA) to support the enhancement of the Municipality's RM/ECRM Program. Included development of Policies and Records Schedule, RM Solution Recommendation, Validation of O365/SharePoint as a viable solution, Governance Model, Roadmap (Implementation Plan) to support the rollout of an automated RM system and program.
Completion Date:	July 2020, with continued work related to Roadmap tasks planned
Contact Person:	Millie Anthony, ERM Project – Project Manager Telephone: (902) 210-8275 E-Mail Address: anthonm@halifax.ca

Client:	Harris County, Texas
Brief Description of Project:	Multiple ECRM High Level Assessments (HLAs) to guide the rollout of an ECRM offering to multiple County Departments as part of a shared services, County-wide ECRM offering.
Completion Date:	Ongoing (Initial projects completed on time and on budget – multiple projects requested and completed since then in an excellent partnership with the County)
Contact Person:	Mr. Randolph Watson, Senior Manager, Enterprise Business Telephone: 713-274-7690 E-Mail Address: Randolph.Watson@ctsitc.hctx.net

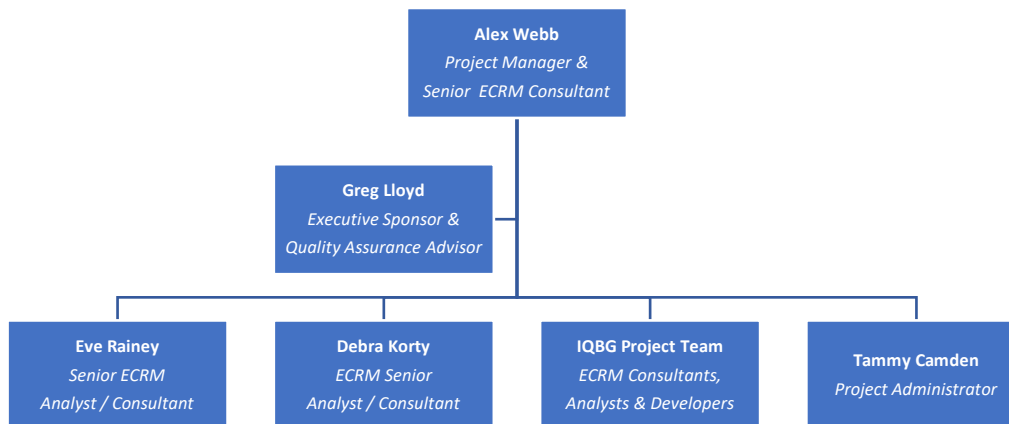
Because the IQBG personnel proposed for the City's Records Management Project have used our proven HLA for numerous local government projects like the Public Records Management described in the City's ITB, we are able to anticipate and avoid problems, minimize risk, and maximize success. We understand what information needs to be gathered to create complete and high-quality deliverables.

IQBG consultants have been leaders in the marketplace in terms of developing RM strategies for effectively managing an organizations' paper and digital records including email, web, as well as related social media, audio, and video content. IQBG has carefully reviewed the City's ITB and put together a team that can deliver the services required in a way that ensures high quality at a reasonable cost. By utilizing our very senior and experienced personnel, our standard HLA can be tailored to interview representatives from all the City's business units and produce the deliverables requested.

2.1 Proposed IQBG Team

IQBG's team of very experienced ECRM consultants to support the City's initiative, and the management structure of the team, is presented in Figure 2.1-1. The project will be managed out of our McLean, Virginia office (although consultants are remote at this time) and the primary point of contact for the City will be the IQBG Project Manager, Alex Webb.

Figure 2.1-1. IQBG Project Team Organizational Chart – City of Opa-Locka Consulting Service



All proposed IQBG consultants will be available to work on project tasks as directed by the IQBG and City Project Manager. Alex Webb will lead the project, be responsible for managing project deliverables, serve as the City's main point of contact and participate as part of the RM Assessment and Roadmap team. Alex Webb along with Eve Rainey and Debra Korty, and others from our pool of experienced consultants (depending on the exact timing of the interviews) will

conduct interviews during the RM Assessment interviews used to determine the state of current operations and develop the other deliverables required (as specified in the ITB).

Alex Webb and Eve Rainey will be very active in the development of best practice approaches to end-to-end records management, the redesign of processes and digital and physical inventories. Additional experts will be used as needed by Alex Webb for tasks related to the development of the set of deliverables specified in the City's ITB.

Appropriate staff will be available for all stakeholder and management presentations. Alex Webb will be responsible for all project management responsibilities including, but not limited to:

- All coordination of services with the City.
- Ensuring any substitutions in proposed team personnel given project timing are approved by the City (the team has been proposed given our estimated timing of the City's project; but substitutions of equally qualified IQBG consultants may occur depending on actual timing.
- Provision of reporting as required by the City to include:
 - Providing copies to the City's project manager (PM) of all project correspondence, including agreements reached on behalf of the City related to schedule and scope
 - Development of any decision and/or change requests driven from the engagement or requested by the City
 - Obtaining sign off from the City's PM of all Decision or Change Requests
 - Obtaining sign off on all deliverables.

Summaries (bios) for each of the key IQBG personnel proposed for City of Opa-locka's Public Records Management project are provided in the next subsection. Additional staff of similar quality may be used as required dependent on the timing of the tasks, and how much eventual overlap of tasks is desired during collaborative project planning between Alex and the City's PM.

2.2 Bios for Proposed IQBG Team Members



Alexander (Alex) Webb, CRM, IGP, CHP, is a Senior IG/ECRM/RM Consultant for IQBG and has over 15 years of experience in the development and implementation of IG/RM Programs and ECRM systems for local governments. His expertise includes ECRM/RM policy development, corporate training, project management, digitization, data governance, data analytics, business intelligence, metadata management, taxonomy design, ECRM system support and administration, information security, and data privacy. Alex is a current member of NAGARA and ARMA and has previously served as a board member for his local Austin Chapter.

Prior to joining IQBG, Alex was a Senior Business Process Consultant for the City of Austin, Texas where he oversaw the implementation projects for the city-wide ECRM program and provided

continued life-cycle support of the system. Alex also served as the chair of the City's Information Management Governing Board where he developed city-wide policies and standards to support ECRM best practices within the City's information technology governance framework.

As the Records and Information Management Officer for the Capital Metropolitan Transportation Authority, Alex developed the authority's new RM Program strategic framework and oversaw the migration of their digital assets to a new Microsoft ECRM system. Alex has also provided corporate ECRM training to thousands of staff for both the City of Austin and Capital Metro.

Alex is a Certified Records Manager (CRM), an Information Governance Professional (IGP), a Certified HIPAA Professional (CHP), and holds a Bachelor of Public Administration from Texas State University.



Eve Rainey, CRM is a Senior Records Management Consultant and Business Analyst for IQBG and has almost 15 years of experience in the development and implementation of Records Management programs and ECRM systems for local and federal government departments.

Prior to joining IQBG, Eve was the Senior Business Analyst for the Tennessee Valley Authority where she worked to implement an agency wide ECMS system and migration of the legacy system. Eve has also managed records management projects for federal and commercial clients as well as developed training material for these programs.

Eve is a Certified Business Consultant with OpenText Records Manager (CRM) and holds a Bachelor of Arts in History and Political Science from the College of Charleston and a Bachelor of Science in Accounting from Furman University.



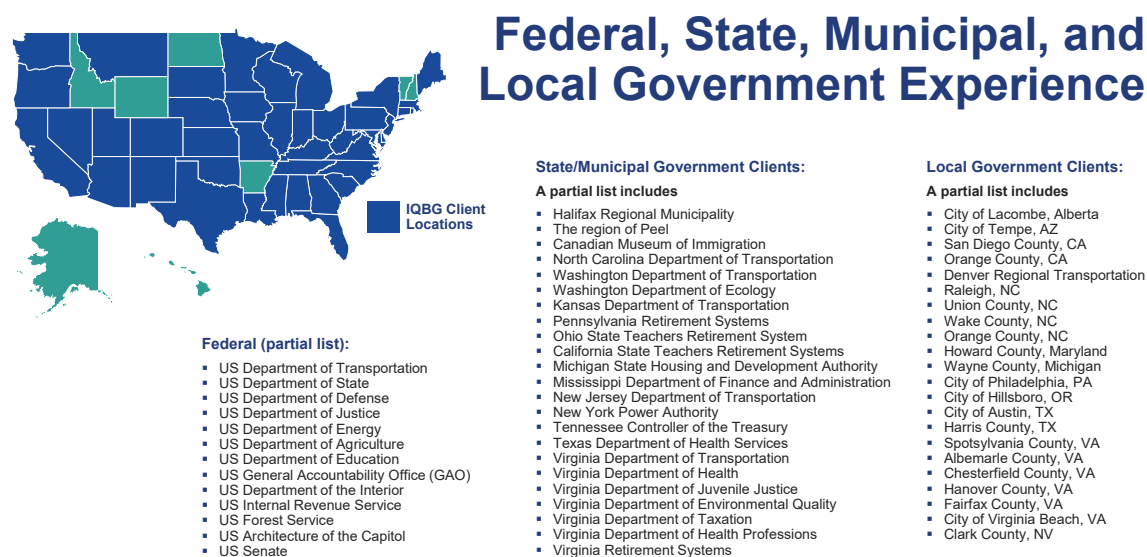
Debra Korty, CRM is a Senior Records Management Consultant for IQBG and has almost 20 years of experience in the development and implementation of IG/RM Programs and ECRM systems for local governments.

Prior to joining IQBG, Debra was the Senior Corporate Records Analyst for the City of Austin, Texas where she oversaw the City Records Center and advised departments on the implementation of the City's corporate records program. Debra also developed the City's corporate records training curriculum and has held hundreds of records management training sessions for staff of all levels across the City.

Debra is a Certified Records Manager (CRM) and holds a Master of Library and Information Science from the University of Texas in Austin.

A partial list of Federal, State, Municipal, and Local Government ECRM clients include:

Figure 2.1-3. Partial List of IQBG Federal, State, Municipal, and Local Government ECRM Clients



IQBG has vast experience with RM-related consulting, ECRM Program design, implementation, and with providing oversight to ECRM Program deployment. Most recently we assisted the US Forest Service with the implementation of a central ECRM platform to handle secure storage and to apply RM management rules and retention policies. This project involved the development of a Strategic Plan to support an ECRM program that included integration of multiple content repositories. IQBG performed a review/update of records schedules, policies, file plans and mapping of metadata and retention rules. IQBG also conducted a records inventory and developed a digitization plan, overseeing an imaging program for the Agency that moved them significantly towards Electronic Recordkeeping.

IQBG provided design expertise and project oversight for the Virginia Department of Environmental Quality (VA DEQ) ECRM project that included migration from an older imaging system and enterprise taxonomy development. VA DEQ's project earned the Governor's award for "IT as an Efficiency Driver."

3 References

Please see Section 2 for “References – Client List.”

4 Supporting Materials

Sample Sections from High-Level Assessment Deliverables



THE CITY OF
OPA-LOCKA
FLORIDA

Enterprise Content Management Program Needs Assessment

September 22, 2023



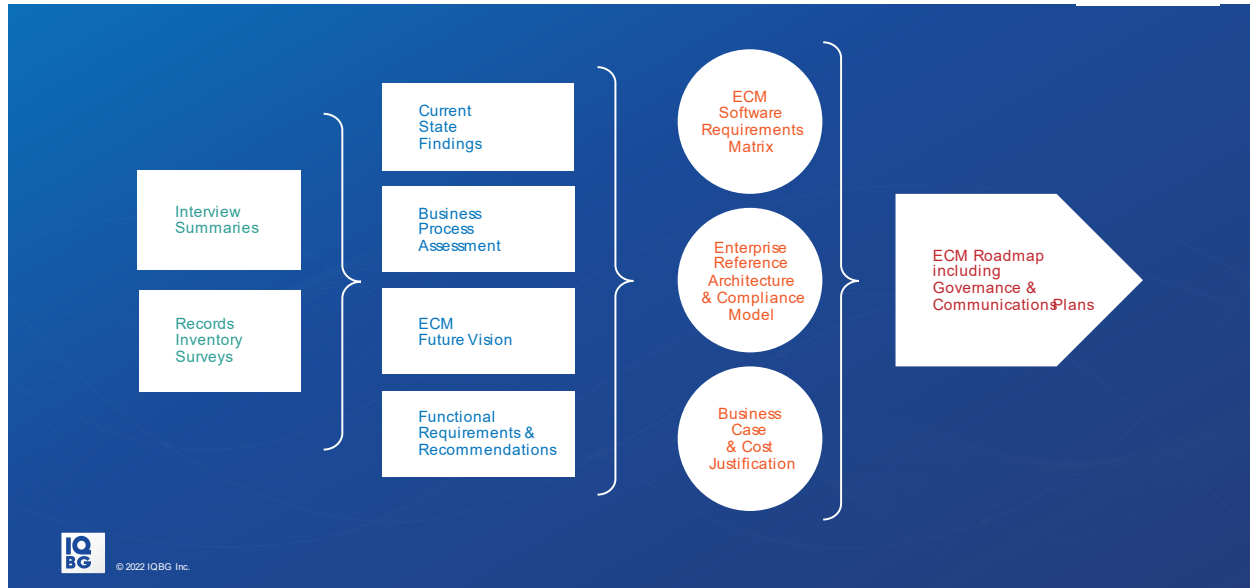
1751 Pinnacle Drive, Suite 600
McLean, Virginia 22102
(703) 436-6990 (p), (703) 995 4677 (f)
DUNS: 173064267, TIN: 04-3581891
www.iqbginc.com

Submitted to:

City of Opa-locka
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054
Email address: jbergel@opalockafl.gov

IQ Business Group is pleased to share **sample sections** from a few of our High-Level Assessment Deliverables proposed to the city. Figure 1 provides a visual representation of the deliverables, and the sections below contain a sample section from each of the first three deliverables (Interview Summaries, Records Inventory Surveys, the Current State Findings document and an example ECM Roadmap).

PROGRESSIVE DELIVERABLES



1.0 Sample ECM Assessment Interviews and Current State Findings

The Current State Findings included are based on IQBG’s unbiased review of city operations based on discussions with representatives across all departments during the assessment interviews. The nature of the data collection process is at a relatively high level and the recommendations presented below are based on our understanding of the organization’s current operations and future ECM Program needs.

SAMPLE CURRENT STATE FINDING

1.1 Staff Struggle to Manage High Volumes of Paper and Digital Records

Across the city the volume of both paper and digital records continues to grow. The lack of standards related to how records are stored and organized, and how collaboration is handled increases the volume of paper and digital content. Staff print documents or use email attachments to support collaboration and approval processes, store redundant copies of digital documents for reference, and retain records longer than required because there is no automated solution to manage retention.

Example:

Parks Operations Group: Each individual city location has access to their own local shared drive as well as access to the department-wide “G: drive.” Most staff at the individual offices use their own drive to store documents and often store convenience copies of records and other important documents for easy access.

Much of the duplication of documents can be found on the city's shared drives. Department representatives from across the city stated that addressing the disorganization of information stored on shared drives is an issue that will need to be addressed by the ECM Program; and that doing so will be a significant effort.

2.0 Sample ECM Business Process Assessment

As part of an Enterprise Content Management (ECM) Needs Assessment for the City of Opa-locka, Florida, IQBG consultants will conduct interviews with business representatives that included gathering high level business process and content collection information.

SAMPLE INTERVIEW SUMMARY EXCERPT

The Broward County Parks department currently employees 790 staff. Of which 425 are full time positions. The remaining positions are seasonal and temporary roles that are fired and re-hired every year. Like many county departments, they have several vacancies that they need to fill. The Broward County Parks Department sent out a survey to their staff to collect information about their struggles with managing their information and will provide a copy of the survey results.

The staff and departments that are located at the Central Administration Complex are working toward using more electronic documents and systems. Staff have several network shared drives and store digital content on SharePoint. However, they have had difficulty with maintaining permissions on the shared drive and in SharePoint. Organizing their paper and digital information is a struggle since staff tend to take an "everyone for themselves" approach to managing their content.

The Broward County Parks department has had issues with responding to Open Records requests since there are no standards or policies for filing. It is also difficult to search for information, in particular information related to their contracts, but they have recently made improvements in the organization of their contract documents. Staff recently had an issue with responding to a public information request because a recent retiree had the responsive information, and this was discovered after the Parks Department had initially responded to the request. The Broward County Parks Department receives approximately 30 open records requests a year.

This document will contain an assessment of business process requirements synthesized from interviews. It summarizes and describes the city's functional requirements for an effective information governance and ECM program. The figure below ranks the functional requirements that can be used to develop the ECM Roadmap.

SAMPLE ECM CAPABILITY REQUIREMENT RANKINGS

Required ECM Functionality Across All City Departments		
ECM Functionality / Priority	Ranking	%
Processes Involve Workflow	1	100%
Line-of-Business Integration	1	100%
Digital Records Management	2	99%
Processes Involve Collaboration	3	97%
Tracking Required	4	93%
Email Management	5	92%
Staff Perform Scanning	6	89%
External Collaboration	6	89%
eForms	7	80%
Spend Time Searching for Records	8	77%
Digital Signatures	8	77%
Physical Records Management	9	76%
Constituent & Partner (Public) Access	10	75%
Public Records or Litigation Discovery Response	11	65%
Pii	12	51%
Markup & Redaction	13	49%
Remote Access	14	46%
GIS Integration	15	31%
HIPAA	16	24%
CJIS	17	3%

Over 50% of Departments need 16 out of 21 ECM Capabilities

During the interview session, IQBG consultants will provide staff with an inventory form to collect additional details about the high value content that staff create in the normal course of business. The information in the inventory surveys will be used to develop the ECM Roadmap.

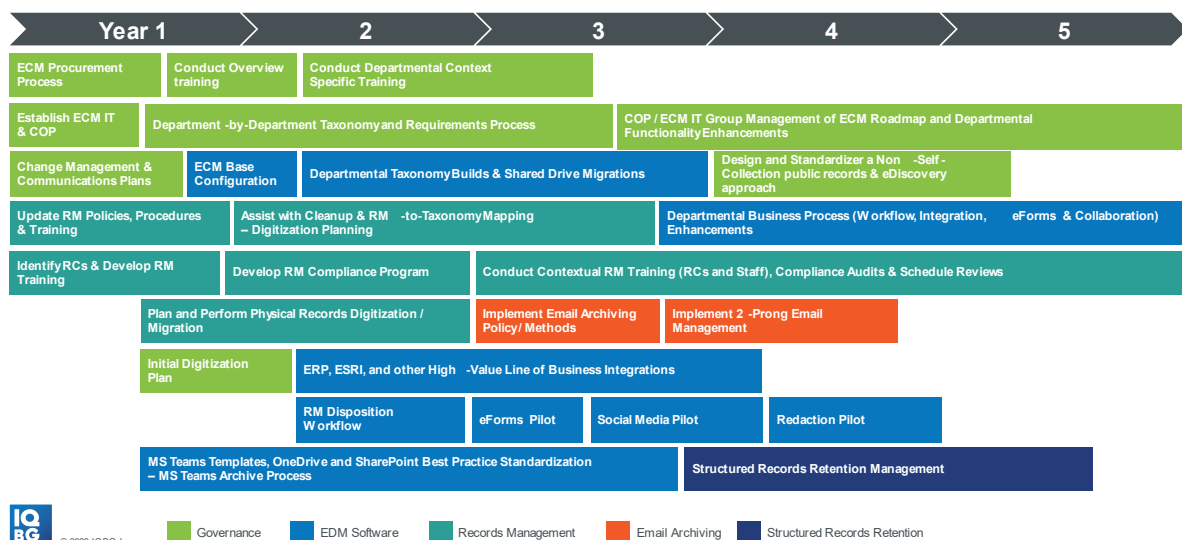
SAMPLE ECM SURVEY FORM

Broward County, FL - ECM Records Survey Form									
Name:									
Business Unit:									
Business Unit Address:									
Contact Info (phone, email):									
City Department/Business Unit/Program	Contact Person / Owner	Description of Documents	Location	Type of Storage	Amount of Storage	MA-Statewide Records Schedule #	Beg.Date	End.Date	
Broward County: Parks & Recreation 950 NW 38th Street Oakland Park, FL 33309		Disaster Relief Records: Invoices, contracts, use of federal funds	Parks & Recreation: G Drive	Electronic/Shared	36.23 GB	GS1-321			
Broward County: Parks & Recreation 950 NW 38th Street Oakland Park, FL 33309		Financial Transaction Records: PCARDS, Purchase Orders, & Requisitions, vendor invoices, receiving reports	Parks & Recreation: G Drive	Electronic/Shared	5 cabinets	GS1-435			
Broward County: Parks & Recreation 950 NW 38th Street Oakland Park, FL 33309		Grant Files & Agreements	Parks & Recreation: G Drive	Electronic/Shared	27 binders	GS1-422			
Broward County: Parks & Recreation 950 NW 38th Street Oakland Park, FL 33309		Performance & Maintenance Bonds	Parks & Recreation: G Drive	Electronic/Shared	13 Drawers	GS1-408			
Broward County: Parks & Recreation 950 NW 38th Street Oakland Park, FL 33309		Capital Improvement Project Files	Parks & Recreation: G Drive	Electronic/Shared	583MB	GS1-136			
Broward County: Parks & Recreation 950 NW 38th Street Oakland Park, FL 33309		Federal Project Files	Parks & Recreation: G Drive	Electronic/Shared	4 shelves	GS1-137			

3.0 Sample ECM Roadmap

The HLA uses interviews and analysis to assess current operations, identify future requirements and technology gaps, determine budget information, and recommend implementation sequencing. The HLA provides the basis for more detailed requirements and system specifications once the RM software selection has been made to support implementation of departments identified as first implementations on the RM Program Roadmap produced from the HLA. Based on structured interviews and industrial engineering concepts, the roadmap is designed to gain user buy-in early in the project life cycle. Figure 3 below presents a sample ECM Program Strategic Roadmap diagram.

SAMPLE ECM STRATEGIC ROADMAP DIAGRAM



5 Cost and Price Analysis

In this section, IQBG provides a firm, fixed-fee price for the City of Opa-locka's Public Records Management Project that produces the deliverables presented in this proposal. Firm Fixed Fee pricing for each of the project's major tasks is presented in Figure 5.0-1 below.

Figure 5.0-1. Firm Fixed Fee Pricing

Task Name	Fixed-Price Cost
City of Opa-locka's HLA & Public Records Management Project	
Project Initiation	\$3,975.00
Phase I - Existing ECRM Program Analysis - Current State Assessment	\$30,200.00
Phase II - Develop Enterprise Reference Architecture Recommendations	\$14,910.00
HLA & Public Records Management Project Complete	\$40,655.00

IQBG consultants plan to perform the project remotely using MS Teams or another collaboration platform preferred by the city. Onsite data collection will be conducted to create an inventory of physical records.

The firm, fixed-fee pricing shown in Figure 6 above includes up to twenty (10) interviews during the information gathering task of the RM Assessment. Based on information related to the number of departments (approximately 8) and the City Clerk and team, IQBG is estimating 10 interviews will likely be conducted.

Of course, IQBG consultants will be available for onsite visits related to management presentations and in support of interviews/demonstrations, etc. All travel will be at the request of and will be preapproved by the City of Opa-locka. For pre-approved travel only actual expenses of GSA Per Diem rates will be invoiced and IQBG consultants will travel business class and lodging will be made under the direction of the City of Opa-locka.

IQBG can also provide a firm-fixed fee for any additional projects required by the City of Opa-locka and perform any additional tasks desired for the hourly rates shown on the next page in Figure 5.0-2.

Figure 5.0-2. IQBG Consulting Hourly Rates

Consulting Role	Hourly Rate
Executive Sponsor and QA Advisor	\$220.00
Project Manager and Senior RM/ECRM Consultant	\$200.00
Senior RM/ECRM Consultant	\$185.00

*Hourly Rates do not include travel costs which would be invoiced based on actual costs and/or GSA Per Diem rates

6 Certificates & Licenses Form



CERTIFICATE AND LICENSES.

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: The IQ Business Group, Inc.

Address: 1751 Pinnacle Drive, Suite 600

City, State, Zip: McLean, VA 22102 Phone/Fax: 703-436-6990 / 703-995-4677

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

3. If Corporation, state:

Date of Incorporation: 11/05/2001 State in which Incorporated: DE

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 03/28/2014

5. Name and Title of Principal Officers

Date Elected:

Eric Wadsworth, Executive Chairman/CEO

09/01/2010

Jamie Aguilar, President

06/21/2023

Ewan Macaulay, CTO

09/01/2010

6. The length of time in business: 22 years

7. The length of time (continuous) in business as a service organization in Florida:
9 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the CITY specification, during the last twenty-four months. See Section 2 - Experience and Qualification in proposal.

9. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the CITY and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the CITY, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

7 Price Proposal Form



PRICE PROPOSAL FORM

Firms must use the cost proposal form below to submit your Firm's cost for this bid 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. The proposing firm must completely fill out each row below.

The firm must provide a detailed fee schedule that explains the cost and services for each description of task.

Line Item #	Specifications/Item Description/Service	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	Evaluate Public Records Management Policy and Systems and Provide Recommendations to Improve the Plan and Systems' Level of Efficiency, Productivity, Functionality, and Connectivity.	1	Lump Sum	\$40,655.00	\$40,655.00
2	Hourly Rate for additional <u>Onsite</u> Consulting and Implementation Services "as needed". (Travel expenses to be billed at cost - no additional markup)	1	Hour	\$185.00	\$185.00
3	Hourly Rate for additional <u>Offsite</u> Consulting and Implementation Services "as needed".	1	Hour	\$185.00	\$185.00

The IQ Business Group

Company

703.395.2041

Telephone Number

Jamie Aguilar

Name of Person Authorized to Submit Bid

703.995.4677

Fax Number


Signature

jaguilar@iqbginc.com

Email Address

President

Title

8 Drug-Free Workplace Certification Form



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 Jamie Aguilar the
(Name)

President of The IQ Business Group, Inc.
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

09/13/2023

Date

Jamie Aguilar
Signature

9 Non-Collusion Affidavit



**NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE**

Jamie Aguilar being first duly sworn, deposes and says that:

- (1) He/She/They is/are the President
(Owner, Partner, Officer, Representative or Agent) of
The IQ Business Group, Inc. 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:

Tammy Camden, Contract Admin

Witness

Dianne Parrish, Controller

Witness

By: 

Signature

Jamie Aguilar, President

Print Name and Title

10 Non-Discrimination Affidavit

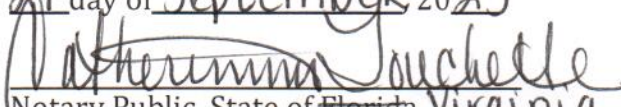


NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business, or entity represented herein shall not discriminate against any person in its operations, activities, or delivery of services under any agreement it enters into with the 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.

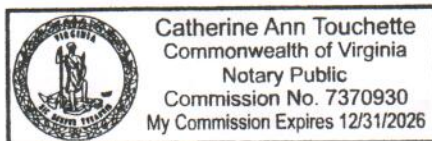
By: 
Title: Contract Admin

Sworn and subscribed before this

27th day of September 2023

Notary Public, State of ~~Florida~~ Virginia

Catherine Touchette
(Printed Name) # 7370930

My commission expires: 12/31/2026



11 E-Verify Form



E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: The IQ Business Group, Inc.

Authorized Signature: 

Print Name: Jamie Aguilar

Title: President

Date: 09/13/2023



IQBUSIN-01

SMAXWELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2023

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 Provider Group 160 Gould Street Needham, MA 02494	CONTACT NAME:		
	PHONE (A/C, No, Ext): (781) 444-0347	FAX (A/C, No): (781) 444-8961	
	E-MAIL ADDRESS: needham@providerig.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Federal Insurance Company		20281
INSURED IQ BUSINESS GROUP 1751 Pinnacle Drive Suite 600 McLean, VA 22102	INSURER B : Lloyd's of London		15792
	INSURER C :		
	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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			35826985	1/9/2023	1/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			73577137	1/9/2023	1/9/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			79838172	1/9/2023	1/9/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Prof Liability			MPL214330422	1/30/2022	1/30/2023	Each Claim 1,000,000
B	Cyber Liability			MPL214330422	1/30/2022	1/30/2023	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF OPA-LOCKA is listed as an additional insured on General Liability, Auto Liability and Umbrella Liability Policies. Umbrella Policy follows form of the General Liability and Auto Liability Policies. 30 days notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

CITY OF OPA-LOCKA Office of the City Clerk 780 Fisherman Street, 4th Floor Opa-Locka, FL 33054	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 <i>Suzanne Maxwell</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2023

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 Dabney Collier c/o Collier Insurance 606 S. Mendenhall; Suite 200 Memphis, TN 38117	CONTACT NAME: PHONE (A/C, No, Ext): (901) 529-2900 FAX (A/C, No): (901) 529-2916 E-MAIL ADDRESS:														
INSURED AK Employer Services LLC Alt. Emp: The IQ Business Group Inc 6750 Poplar Ave Ste 400 Memphis, TN 38138	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : American Zurich Insurance Company</td><td>40142</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Zurich Insurance Company	40142	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : American Zurich Insurance Company	40142														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 22TN709867834**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC 56-11-881-09	12/01/2022	12/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	12/01/2022	12/01/2023	Client# 9157-VA

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

Coverage is provided for only those co-employees of, but not subcontractors to:

The IQ Business Group Inc
1751 Pinnacle Dr Ste 600
McLean, VA 22102

CERTIFICATE HOLDER

City of Opa-Locka; Office of the City Clerk
780 Fisherman Street
4th Floor
Opa-Locka, FL 33054

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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 Jamie Aguilar the
(Name)

President of The IQ Business Group, Inc.
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

09/13/2023

Date

Jamie Aguilar
Signature



**NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE**

Jamie Aguilar being first duly sworn, deposes and says that:

- (1) He/She/They is/are the President
(Owner, Partner, Officer, Representative or Agent) of
The IQ Business Group, Inc. 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:

Tammy Camden, Contract Admin
Witness

Dianne Parrish, Controller
Witness

By: 
Signature

Jamie Aguilar, President
Print Name and Title



CERTIFICATE AND LICENSES.

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: The IQ Business Group, Inc.

Address: 1751 Pinnacle Drive, Suite 600

City, State, Zip: McLean, VA 22102 Phone/Fax: 703-436-6990 / 703-995-4677

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

3. If Corporation, state:

Date of Incorporation: 11/05/2001 State in which Incorporated: DE

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 03/28/2014

5. Name and Title of Principal Officers

Date Elected:

Eric Wadsworth, Executive Chairman/CEO 09/01/2010

Jamie Aguilar, President 06/21/2023

Ewan Macaulay, CTO 09/01/2010

6. The length of time in business: 22 years

7. The length of time (continuous) in business as a service organization in Florida:
9 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the CITY specification, during the last twenty-four months. See Section 2 - Experience and Qualification in proposal.

9. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the CITY and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the CITY, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



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: Contract Admin

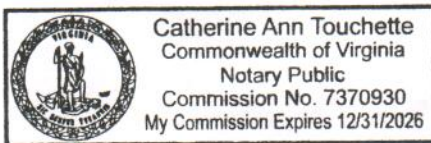
Sworn and subscribed before this

27th day of September 2023


Notary Public, State of ~~Florida~~ Virginia

Catherine Touchette
(Printed Name) # 7370930

My commission expires: 12/31/2026



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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
The IQ Business Group, 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.
1751 Pinnacle Drive, Suite 600

6 City, state, and ZIP code
McLean, VA 22102

7 List account number(s) here (optional)

8 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

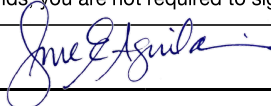
0	4	-	3	5	8	1	8	9	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here **Signature of U.S. person**  **Date** **10/12/2023**

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.

PROPOSAL FOR PUBLIC RECORDS MANAGEMENT CONSULTING SERVICES

Prepared for the City of Opa-locka

Submitted by

Secure Records Solutions
105 Baybrook Street
Thomasville, GA 31792
800-614-0856

For questions about any aspect of this proposal, contact Christopher Jones at
christopher@securerecordssolutions.com

INTRODUCTION

This is a proposal by Secure Records Solutions to provide consulting services for Public Records Management as specified in the RFP issued by the City of Opa-locka on August 21, 2023.

The proposal is divided into the following sections:

- Part 1 presents Secure Records Solutions' proposed approach and work plan.
- Part 2 presents the project schedule and the cost of the proposed consulting services.
- Part 3 presents information about Secure Records Solutions' qualifications, including references.

For questions about this proposal please contact Christopher Jones at

PART 1 PROPOSED APPROACH AND WORK PLAN

Secure Records Solutions proposes a multi-phase approach to the Public Records Management project. The following sections explain the work plan, work product, and deliverables for each phase. Secure Records Solutions has used this multi-phase approach with excellent results in other consulting engagements. The following sections address the requirements specified in points #1, 2, 3, 4, 5, 9, 16, 19, and 20 on page 9 of the City's RFP.

Phase 1: Initial Meetings

- At the inception of the project, Secure Records Solutions will meet with the City's project manager and other stakeholders to review and confirm the project's timeline and deliverables, discuss the participants and schedule for department interviews, and discuss issues and concerns that may arise in the course of the project. Additional meetings may be needed to address these issues.
- At the inception of the project, Secure Records Solutions would like to meet with one or more knowledgeable persons who can explain the City's organizational structure, provide an overview of the roles and responsibilities of the City's departments and the public services they offer, and discuss the City's existing records management policies and practices.
- At the inception of the project, Secure Records Solutions would like to meet with one or more knowledgeable employees who can provide an overview of the City's IT infrastructure, databases and recordkeeping applications, and IT operations, plans, and requirements as they relate to Public Records Management.
- Secure Records Solutions would like to complete all initial meetings within 3 weeks of the start of the project.

Phase 2: Document Inventory and Departmental Interviews

- Secure Records Solutions will conduct interviews with knowledgeable employees and key stakeholders in City departments. The purpose of the interviews is to obtain information about the City's existing recordkeeping practices and requirements for preparation of the project deliverables described in the following sections.
- Secure Records Solutions expects to conduct up to 20 interviews for this phase of the proposed project. Based on our experience in previous consulting engagements, it is likely that some City departments will require multiple interviews to obtain all required

information. During interviews, participants often suggest the names of additional employees who should be interviewed about specific records or recordkeeping requirements.

- Secure Records Solutions will schedule interviews with individual departments and divisions based on contact information provided by the City. Each department will identify one or more knowledgeable employees who will participate in the interviews. The interviews will be scheduled at a time that is convenient for participants.
- All interviews will be conducted via MS Teams, Zoom, or another video conferencing service approved by the City. Secure Records Solutions has successfully used this interviewing method for other projects. It is as effective as in-person interviews, makes interviews easier to schedule, is often more convenient for participants, minimizes the inconvenience of canceled interviews, and significantly reduces the cost of the project.
- As part of the interview scheduling process, Secure Records Solutions will send each participant a brief explanation of the purpose and scope of the interview. Most interviews will require one hour of the participants' time. To avoid taking up too much of a participants' workday, a follow-up interview will be scheduled if additional time is needed. With projects of this type, the early interviews tend to take a bit longer than the later ones, by which time Secure Records Solutions will be familiar with the City's business environment and recordkeeping practices.
- Before the interviews begin, Secure Records Solutions will develop a general interview template, which will be submitted to the City's project manager for review and discussion. Secure Records Solutions will prepare a tailored version of the template for each department interview.
- The need for other advance preparation by interviewees will be kept to a minimum. Secure Records Solutions' experience has indicated that interviewees tend to resist participation if advance preparation is required on their part. Interviewees often feel, correctly, that the consultant who requested the interview should have principal responsibility for preparation. If specific information is not available during an interview, it is better to request it through follow-up rather than ask the interviewees to obtain it in advance.
- At a minimum, interviews with the City departments and divisions will collect information about the following recordkeeping practices and records management requirements:
 - The types of paper and electronic records that the department creates, collects, receives, and maintains in the course of City operations.

- The volume, anticipated growth rates, storage locations, organization, physical characteristics, authorized users, technologies utilized, retention practices, and vital record status for the department's records. The interview will cover the City records that are maintained in office areas, in offsite storage, in shared files on network drives, on personal computers, on mobile devices, or in other repositories.
- Official copy determination where the same record is maintained in paper and electronic form or in multiple paper and electronic copies. (Where a given type of record exists in multiple copies, one of the copies is designated as the official copy to satisfy retention requirements. Other copies are considered duplicate records.)
- The department's practices and requirements for organization, indexing, retrieval, remote access, security, confidentiality, and retention of City records.
- The interviewee's issues, concerns, and constraints that may impact the project.
- As soon as possible after each interview, Secure Records Solutions will prepare a written summary of the points discussed. A sample of an interview summary prepared for a previous consulting project is available on request.
- The summary will be sent to the interview participants to review for correctness and completeness. Follow-up interviews will be scheduled if necessary to clarify specific matters.
- The City's project manager will receive copies of all meeting summaries.
- The meeting summaries and comments received from interview participants will serve as a written record of the ongoing progress of the interview phase of the project. (This method is essential to keep track of information and opinions obtained from interviewees. It is also necessary to avoid misunderstanding or disputes about points discussed during interviews.)
- Information from the interview summaries will be used to prepare the project deliverables.
- As the work proceeds, Secure Records Solutions will monitor the progress and effectiveness of the department interviews and bring any issues, concerns, or suggestions for improvement to the attention of the City's project manager.
- Secure Records Solutions would like to complete all interviews within 8 weeks from the date that the interviews begin.
- For this to occur, 2 to 3 interviews must be scheduled each week. (Timely

scheduling of interviews is the most problematic aspect for projects of this type, and it is the only aspect of the work that is out of Secure Records Solutions' direct control. In consulting engagements of this type, 10 to 20 percent of interviews are cancelled at the last minute and need to be scheduled. Some interviews may be cancelled multiple times.)

- To the extent possible, Secure Records Solutions would like to schedule interviews on Tuesdays, Wednesdays, and Thursdays, which will leave Mondays and Fridays to write the interview summaries and for interviews that could not be scheduled on other days, but Secure Records Solutions will work with the City to develop the most practical and convenient schedule for its purposes.

Phase 3: Inventory and Retention Schedule

- When all interviews have been completed, Secure Records Solutions will conduct on-site reviews of the physical records maintained by each City department to confirm the correctness of information obtained through interviews and to collect any additional data that may not have been covered in the interviews.
- We strongly recommend performing the on-site reviews after the interviews are completed rather than before. The consultants conducting the on-site reviews will have the interview summaries in hand, which will help them identify records that may have been omitted.
- Based on interview summaries and data collected during on-site reviews, Secure Records Solutions will prepare an inventory of physical and electronic records maintained by City departments. The inventory will identify the records that each department creates and maintains. It will indicate the records' storage location and format, identify the owner of the records and other departments that use them, and evaluate the records importance and vital record status.
- Secure Records Solutions will prepare a retention schedule or revise the existing schedule for the City's records. The retention schedule will specify the period of time that the records must be kept to satisfy legal requirements, to address the City's operational needs, and to preserve information of historical value.
- Secure Records Solutions will perform all research necessary to identify federal, state, and local laws and regulations that specify retention requirements for the City's documents and data. Secure Records Solutions' consulting team has experience conducting research for recordkeeping laws and regulations in every U.S. state (including Florida) and in every country in the world. The retention schedule will comply with baseline retention requirements specified by the Florida Division of Library and

Information in Schedule GS1-SL and in other applicable retention guidance that may be specified in Section 1B-24.003 of the Florida Administrative Code.

- The retention schedule will identify departmental records that are considered official copies for retention purposes. (Other copies are considered duplicate records. They will be covered by a separate retention policy to be developed as part of this project.)
- Secure Records Solutions will prepare the following policies to ensure compliance with the retention schedule.
 - Definition, ownership, and retention of City records.
 - Retention of duplicate records, drafts, and documents of transitory value.
 - Destruction of City records with elapsed retention periods.
 - Preservation of City records that are subject to legal holds.
 - Retention of email.
 - Handling of City records that contain personal information.
 - Scanning City records for retention.
- The record retention schedule, explanatory notes, instructions for use, and retention-related policies will be packaged as a record retention manual. A sample of a record retention manual prepared for another project is available on request.
- Secure Records Solutions will submit a draft record retention manual to the City for review and comment within 30 days from the date that the interviews and site inventory are completed. Secure Records Solutions will submit the final version of the retention manual within 10 days of receipt of the City's comments. Drafts of departmental retention schedules will be submitted to interview participants for review and comment when each interview is completed.
- When the retention schedule is completed, Secure Records Solutions will conduct a review of inactive records stored in the City's warehouse. The review will identify records that are eligible for immediate destruction as well as records that must be kept until their retention periods elapse. Secure Records Solutions, at its option, may perform this work in one of the following ways, depending on the quantity of records involved:
 - Secure Records Solution will send a team to Opa-locka to review the records at the warehouse location. Records that qualify for immediate destruction will be set aside for action by the City. Records that need to be retained will be marked with their future destruction dates and returned to their place in the warehouse.
 - Alternatively, Secure Records Solution will send a team to Opa-locka to pack and transport the City's inactive records to its own storage facility in Thomasville,

Georgia, which is 34 miles from Tallahassee where the review will be performed.

- When the review is completed, Secure Records Solutions will send the City a list of inactive records that qualify for destruction. When authorized by the City, Secure Records Solutions will destroy the records in a secure manner and give the City a certificate of destruction. Secure Records Solutions' shredding processes are accredited by the National Association for Information Destruction (NAID) at the highest level (NAID AAA Certification).
- For inactive records that require continued retention, Secure Records Solutions will give the City two options: (1) Secure Records Solutions will return the records to the City's warehouse; (2) Secure Records Solutions will retain the records at its secure storage facility in Thomasville at a competitive price.
- The City's inactive records will be safely and securely maintained while they are in Secure Records Solutions' custody. Secure Records Solutions' security requirements and compliance standards have earned PRISM Privacy+ certification from the International Secure Information Governance and Management Association (i-SIGMA) and AAA Gold Standard and Membership Certification from NAID as well as accreditation by the Georgia Bureau of Investigation's Georgia Crime Investigation Center.
- During the review process, Secure Records Solutions will provide 24-hour retrieval service for the City's records. The records can be returned to the City by physical delivery or by Secure Records Solutions' Scan on Demand service.

Phase 4: Records Management Plan

- Secure Records Solutions will prepare a needs assessment and recommendations for a citywide records management plan.
- Based on information obtained during departmental interviews, the needs assessment and recommendations will describe the City's current records management environment and present an analysis of the City's recordkeeping policies, procedures, practices, and issues.
- The needs assessment and recommendations will discuss whether and to what extent an agency-wide records management plan will address the requirements and issues identified during departmental interviews.
- The needs assessment will identify and prioritize City records that will likely benefit from an agency-wide solution.

- The needs assessment will evaluate the City's software systems that create and maintain records and recommend improvements and replacements where appropriate.
- The needs assessment will consider ways in which the City can leverage its Laserfiche installation to improve the effectiveness and efficiency of recordkeeping operations.
- The needs assessment and recommendations will present a realistic implementation strategy, roadmap, and timetable for the citywide records management plan.
- Secure Records Solutions will submit a draft of the assessment and recommendations to the City for review and comment within 30 days of completion of Phase 3 of the proposed project. The consultant will submit a final version with additions, corrections, or other changes within 10 days of receipt of the City's comments. A sample of an assessment report prepared for another consulting project is available on request.

Phase 5: Training and Implementation

- Secure Records Solutions will advise and assist the City in implementing the retention schedule and retention-related policies and procedures developed for this project.
- As specified in Point #13 and 20 of the City's RFP, Secure Records Solutions will develop a training plan and provide on-site training to each City department for the records management plan and system.

PART 2 PROJECT SCHEDULE AND COST

COMPLETION TIME

The estimated completion time for the consulting services discussed in the preceding sections is 28 weeks (6 months).

COST

The fixed lump-sum cost of the consulting services discussed in the preceding sections is \$155,000, which is calculated as follows:

Task	Hours	Cost
Initial meetings	20	\$6,200
Departmental interviews	100	\$31,000
Onsite department inventory	40	\$12,400
Prepare retention schedule	100	\$31,000
Prepare records mgmt plan	100	\$31,000
Warehouse inventory	120	\$37,200
Onsite training	20	\$6,200

The following explanations apply:

- The total effort is 500 hours. The allocation of hours is based on Secure Records Solutions' experience in projects with similar tasks and deliverables.
- There will be no additional charges if completion of the proposed tasks and deliverables requires more than 500 hours of consulting services, assuming that there are no additions to the scope of work.
- The 100 hours allocated for interviews includes the time required for advance preparation, written summaries, and follow-up.
- The 100 hours allocated to create the retention schedule includes the time to conduct legal research and to prepare retention-related policies and procedures.

NOTE: This lump-sum cost applies to tasks specified in points 1, 2, 3, 4, 5, 9, 16, 19, and 20 on page 9 of the City's RFP. Points 6-8, 10-15, 17-18, and 21-22 relate to matters for which the City may require additional consulting advice and assistance at an unspecified future time. These consulting services are priced at \$300 per hour for work performed remotely and \$450 per hour plus travel for work performed onsite. Secure Records Solutions believes that most of the work specified in these points can be done remotely.

PART 3

CONSULTANT'S QUALIFICATIONS

Secure Records Solutions (SRS) was founded in 2003. It provides a full range of information governance and records management services, including consulting and project management, policy development, secure document storage and destruction, electronic content management, document scanning, workflow integration, and business process outsourcing. Based in Thomasville, Georgia, the company has served over 1,000 clients in 49 states and abroad in a wide range of industries, including state and local government. Our team for the proposed project is described below. SRS has had experience with the types of records maintained by the City's departments and successfully completed projects that involved the tasks specified in the City's RFP.

Project Leader

The leader for this project is Christopher Jones, the SRS's Chief Problem Solver. Mr. Jones has been actively involved in records management since 2011. Under his leadership, SRS has increased the size of its customer base and expanded the scope of its services. Mr. Jones will lead the proposed project, manage the project schedule, select SRS employees to work on specific onsite tasks, work with the City to ensure that its needs are met, and coordinate the onsite portions of the work. He has extensive experience working with clients and leading projects of this type.

Well-known and widely respected in the records management industry, Mr. Jones served as co-president of the International Secure Information Governance and Management Association (i-SIGMA), the leading trade association for secure records management and data destruction, and as president of PRISM International, where he completed a successful merger with the National Association for Information Destruction to form i-SIGMA. Mr. Jones is also a member of the Institute for Georgia Environmental Leadership (IGEL) and is dedicated to applying sustainable practices and addressing environmental challenges.

Project Staff

SRS is staffed by well-trained and highly qualified employees who will participate in interviews, perform the onsite inventory, and review inactive records stored in the City's warehouse. The onsite work specified in this proposal will be performed by SRS employees selected by the Project Leader for their knowledge of best industry practices and experience with storage, organization, retention, and management of data and documents.

All SRS employees have passed security background checks, are subject to random criminal searches and drug screenings, and are required to sign a confidentiality agreement. All

employees are required to complete the NAIS Training Program and must pass a stringent test to ensure a complete understanding of all policies and procedures for handling client information. SRS staff assigned to onsite work and the review of inactive records stored in the City's warehouse will be closely supervised.

Principal Project Planner

The principal project planner for proposed project is William Saffady, a well-known records management consultant who works with SRS on projects of this type. Dr. Saffady will be responsible for the project tasks that are performed remotely, including conducting departmental interviews, preparing the City's retention schedule and policies, and developing the records management. He will also work with Mr. Jones to ensure that the onsite inventory and warehouse review are performed in a way that supports the other tasks.

He is the author of over three-dozen books and many articles on records management, record retention, document storage and retrieval technologies, and other information management topics. His latest books are *Information Compliance: Fundamental Concepts and Best Practices*, which was published by Rowman & Littlefield in 2023; the fourth edition of *Records and Information Management: Fundamentals of Professional Practice*, which was published by Rowman & Littlefield in 2021; *Managing Information Risks: Threats, Vulnerabilities, and Responses*, which was published by Rowman & Littlefield in 2020; and *U.S. Record Retention Requirements: A Guide to 100 Commonly Encountered Record Series*, which was published in 2018 by ARMA International. Dr. Saffady has provided consulting services to many state and local government clients, including:

- Albany County Airport Authority
- Brooklyn Borough President
- City of Boca Raton, Florida
- City of Detroit Water and Sewerage Department
- City of Newburgh (New York) Police Department
- City of New York, Administration for Children's Services
- City of New York, Board of Education
- City of New York Commission on Human Rights
- City of New York, Department of Buildings
- City of New York, Department of City Planning
- City of New York, Department of Information Technology and Telecommunications
- City of New York, Department of Investigation
- City of New York, Department of Finance
- City of New York, Office of Emergency Management
- City of New York, Department of Parks and Recreation
- City of New York, Department of Probation
- City of New York, Department of Housing Preservation and Development

City of New York, Department of Youth and Community Development
City of New York, Department of Records and Information Services
City of Tampa, Florida
City of Troy, New York
Columbia County Clerk (New York)
Detroit Water and Sewerage Department
District of Columbia, Department of General Services
Dormitory Authority of the State of New York
Florida State Archives
Georgia State Archives
Green County Clerk (New York)
Hicksville Water District (New York)
Hudson County Government (New Jersey)
Idaho Power Company
Lake Whatcom (Washington) Water District
Lewis County Clerk (New York)
Maricopa County (Arizona) Department of Archives
Metro-North Commuter Railroad
Metro Wastewater Reclamation District (Colorado)
Missouri State Archives
New Orleans Notarial Archives
New York City Health and Hospitals Corporation
New York City Transit Authority
New York County (Manhattan) District Attorney
New York City Economic Development Corporation
New York City Employees' Retirement System
New York State Archives
New York State Department of Motor Vehicles
New York State Library
Orange County Government (New York)
Rensselaer County Clerk (New York)
Roosevelt Island Operating Corporation (New York)
San Bernardino County (California)
Santa Barbara County (California)
Santa Margarita Water District (California)
Schenectady County Clerk (New York)
Schoharie County Clerk (New York)
Sonoma County Water District (California)
State of Delaware, Department of Archives and History
State of South Carolina, Department of Archives and History
State of West Virginia, Department of State
Suffolk County Clerk (New York)
Tennessee State Library and Archives
Town of Brookhaven, New York

Town of Cheektowaga, New York
 Town of Darien, Connecticut
 Town of East Hampton, New York
 Town of Greenburgh, New York
 Town of Guilderland, New York
 Town of Harrison, New York
 Town of Hilton Head Island, South Carolina
 Town of North East, New York
 Town of New Windsor (New York) Police Department
 Town of North Hempstead, New York
 Town of Oyster Bay, New York
 Town of Ramapo, New York
 Town of Rye, New York
 Town of Somers, New York
 Town of Southold, New York
 Village of Lynbrook, New York
 Westchester County Archives (New York)
 Wyoming State Archives

References

RXO Logistics

Miami, Orlando, Tampa, Jacksonville, and Pensacola, FL

Chad Mongelli

Senior Manager, Facilities

Chad.mongelli@rxo.com

Project Scope: SRS developed and implemented a nationwide document management solution.

Dekalb County Board of Health

Decatur, GA

Dianne McWethy

Director of Administration

dianne.mcwethy@dph.ga.gov

Project Scope: SRS developed and implemented a document management solution to help the Board of Health understand their records inventory, apply their retention policy, and make strategic decisions to efficiently eliminate paper processes.

BAYS Florida

Mango, FL

Jennifer Haynes

COO

jennifer.haynes@baysflorida.org

Project Scope: SRS developed and implemented a statewide document management solution

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/07/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC P O Box 1938 507 West Jackson Street Thomasville, GA 31799		CONTACT NAME: Toni Atkinson PHONE (A/C, No, Ext): 912-377-9754 E-MAIL ADDRESS: Toni.Atkinson@Marshmma.com FAX (A/C, No): 229-436-7788															
INSURED Secure Records Solutions, LLC ATTN: W. Powell Jones P O Box 1866 Thomasville, GA 31799		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Frankenmuth Mutual Insurance Company</td> <td>13986</td> </tr> <tr> <td>INSURER B : American Builders Insurance Company</td> <td>11240</td> </tr> <tr> <td>INSURER C : Arch Specialty Insurance Company</td> <td>21199</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Frankenmuth Mutual Insurance Company	13986	INSURER B : American Builders Insurance Company	11240	INSURER C : Arch Specialty Insurance Company	21199	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : Frankenmuth Mutual Insurance Company	13986																
INSURER B : American Builders Insurance Company	11240																
INSURER C : Arch Specialty Insurance Company	21199																
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			6720614	10/30/2022	10/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6720612	10/30/2022	10/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			6720614	10/30/2022	10/30/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV002562820	08/01/2023	08/01/2024	Y PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			C4LR2176302CYBER20	01/22/2023	01/22/2024	1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Insurance Purposes only

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

PETER J. KRAUSE



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 Lisa G. Leabo the

Business/Compliance Manager of Secure Records Solutions LLC
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6)

above.

9/26/23
Date

Lisa G. Leabo
Signature

DRUG-FREE

Certification

Secure Records Solutions, LLC

Has Been Certified As A

DRUG-FREE WORK PLACE

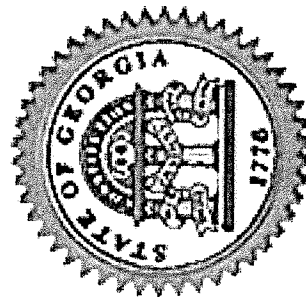
And Is Awarded this Certificate By The State Board of Workers' Compensation

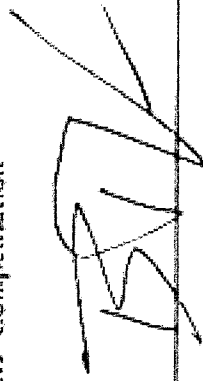
February 07, 2022

This Day of

February 07, 2023

And Expires




CHAIRMAN



CERTIFICATE AND LICENSES.

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: Secure Records Solutions LLC

Address: PO Box 1866

City, State, Zip: Thomasville, GA 31799 Phone/Fax: (850) 656-6900/(229) 226-0499

2. Check One: Corporation ☐ Partnership ☒ Individual ☐

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: 2003

5. Name and Title of Principal Officers Date Elected:

<u>Christopher P. Jones, CEO</u>	<u>December 2022</u>
<u>W. Powell Jones, Founder/Partner, Chairman of the Board</u>	<u>Dec 2022</u>

6. The length of time in business: 20 years

7. The length of time (continuous) in business as a service organization in Florida:
20 years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the CITY specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

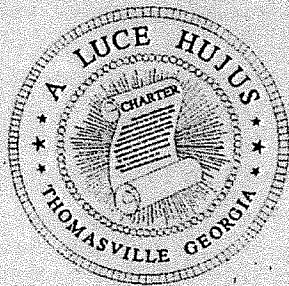
Note: Information requested herein and submitted by the proposers will be analyzed by the CITY and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the CITY, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

POSTER #:

32590

2023

CITY OCCUPATION TAX POSTER



CITY OF THOMASVILLE
THOMAS COUNTY, GEORGIA

SECURE RECORDS SOLUTIONS LLC

105 BAYBROOK ST THOMASVILLE, GA 31792

HAS BEEN REGISTERED BY THE CITY OF THOMASVILLE
AS HAVING PAID THE CITY OCCUPATION TAX
ON THE FOLLOWING BUSINESS:

DOCUMENT WAREHOUSING & STORAGE

FOR THE YEAR 2023
AND IS HEREBY FURNISHED THIS OCCUPATION TAX POSTER

2845 CITY OF THOMASVILLE
OFFICE OF THE CITY CLERK
01/01/23 TAX COORDINATOR

12/31/23



PRICE PROPOSAL FORM

Firms must use the cost proposal form below to submit your Firm's cost for this bid 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. The proposing firm must completely fill out each row below.

The firm must provide a detailed fee schedule that explains the cost and services for each description of task.

Line Item #	Specifications/Item Description/Service	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	Evaluate Public Records Management Policy and Systems and Provide Recommendations to Improve the Plan and Systems' Level of Efficiency, Productivity, Functionality, and Connectivity.	1	Lump Sum	\$155,000.00	\$155,000.00
2	Hourly Rate for additional <u>Onsite</u> Consulting and Implementation Services "as needed". (Travel expenses to be billed at cost - no additional markup)	1	Hour	\$450.00	\$450.00
3	Hourly Rate for additional <u>Offsite</u> Consulting and Implementation Services "as needed".	1	Hour	\$300.00	\$300.00

Secure Records Solutions LLC
Company

(850) 656-6900
Telephone Number

Christopher P. Jones
Name of Person Authorized to Submit Bid

(229) 226-0499
Fax Number

Signature

christopher@securerecordsolutions.com
Email Address

CEO
Title



E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Secure Records Solutions LLC

Authorized Signature: [Signature]

Print Name: Christopher P. Jones

Title: CEO

Date: 9/26/23

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. SECURE RECORDS SOLUTIONS, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P 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. PO Box 1866 6 City, state, and ZIP code Thomasville, GA 31799 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.

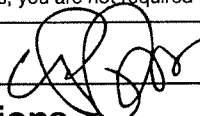
Social security number									
			-				-		
or									
Employer identification number									
2	0	-	0	0	8	8	1	0	

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ► 	Date ► 9/21/23
-----------	--	-----------------------

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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE SEMINOLE COUNTY, FL CONTRACT WITH HYDROMAX USA LLC. FOR QUALIFIED PROFESSIONAL SERVICES FOR HYDRANT AND VALVE MAINTENANCE, REPAIR AND FLUSHING SERVICES (SEMINOLE COUNTY IFB #603974-20/CAR), AND ENTER INTO AN AGREEMENT WITH HYDROMAX USA LLC. FOR FIRE HYDRANT AND VALVE MAINTENANCE AND REPAIR SERVICES, IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND, EIGHT HUNDRED NINE DOLLARS (\$40,809.000); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") has Four Hundred Forty-Six Dollars (446) fire hydrants within its water and sewer service areas; and

WHEREAS, annually these hydrants require maintenance, inspection and testing; and

WHEREAS, the City does not currently have a preventative maintenance program that addresses concerns with fire hydrants; and

WHEREAS, through the piggyback contract with HydroMax USA LLC, the Public Works Department will be able ensure that all the hydrants are discharged and assessed for efficiency; and

WHEREAS, in addition, a report will be provided to identify the individual condition of hydrants, quality of performance and any recommendations as needed; and

WHEREAS, funding shall include: Thirty Thousand, Nine Hundred Ninety-Seven Dollars (\$30,997.00) for the service contract and an additional Twenty-Two Dollars (\$22.00) per hydrant for tags and reflectors (\$22.00 x 446 hydrants) would be an additional Nine Thousand Eight Hundred Twelve Dollars Nine Thousand, Eight Hundred Twelve Dollars (\$9,812.00) for a total amount not to exceed Forty Thousand, Eight Hundred Nine Dollars (\$40,809.000); and

WHEREAS, the City Manager recommends accepting the proposal from HydroMax USA LLC. for completion of fire hydrant and valve maintenance and repair services in the amount of Forty Thousand Eight Hundred Nine Dollars (\$40,809.000), attached hereto as Exhibit "A"; and

WHEREAS, Seminole County, FL previously awarded a contract to HydroMax USA LLC for Hydrant and Valve Maintenance, Repair and Flushing Services (attached as Exhibit "A"), pursuant to its Invitation for Bid (IFB) No. 603974-20/CAR, for a three-year period commencing December 14, 2020. The agreement was subsequently renewed for a one-year period of December 14, 2023 through December 13, 2024; and

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

WHEREAS, the City Commission finds that it is in the best interests of the City to piggyback the Seminole County, FL contract with HydroMax USA LLC, attached hereto as Exhibit "B", in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit "C", for completion of fire hydrant and valve maintenance and repair services, as provided herein, in an amount not to exceed Forty Thousand Eight Hundred Nine Dollars (\$40,809.000); and

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 Seminole County contract with HydroMax USA LLC, attached hereto as Exhibit "A", in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit "C", for completion of fire hydrant and valve maintenance and repair services, as provided herein, in an amount not to exceed Forty Thousand Eight Hundred Nine Dollars (\$40,809.000).

SECTION 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

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

PASSED and **ADOPTED** this _____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:	 DocuSigned by: C46C07C1E8DE492...								
City Manager:	Darvin Williams		CM Signature:	 C46C07C1E8DE492...								
Commission Meeting Date:	03/27/2024	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)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Yes	No		X	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Yes	No	
Yes	No											
	X											
Yes	No											
	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 X	RFP/RFQ/Bid#:									
Strategic Plan Related (Enter X in box)	Yes X	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)								
Sponsor Name	City Manager		Department:	City Manager								

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to piggyback the Seminole County's contract with HydroMax USA for the fire hydrant and valve maintenance and repair services.

Staff Summary:

The City has 446 fire hydrants within our water and sewer service areas. Annually these hydrants require maintenance, inspection and testing. The City currently does not have a preventative maintenance program that addresses concerns with fire hydrants. Previously, hydrants were not maintained and were solely replaced in the occurrence they were defective or damaged. Through the piggyback contract with HydroMax USA, the Public Works Department will be able to have all the hydrants discharged and assessed for efficiency. In addition, a report will be provided to identify the individual hydrant's condition, quality of performance and recommendations as needed.

Financial Impact

Funding for this item of \$30,997 for the service contract and an additional \$22 per hydrant for tags and reflectors (\$22 x 446 hydrants) would be an additional \$9812.00 for a total of amount not to exceed \$40,809, will be allocated to Water-Sewer Fire Hydrant acct; 64-5336309. The FY 24 adopted budget for the account is \$162,000 and has a current balance of \$ 117,516.98.

Proposed Action:

Staff recommends the authorization of the Interim City Manager to piggyback the Seminole County contract with HydroMax USA for fire hydrant and valve maintenance and repair services.

Attachment:

1. HydroMax USA Proposal
2. Seminole County Contract
3. Seminole County Renewal
4. City Map of Fire Hydrant locations.

City of Opa-locka Florida

Fire Hydrant Testing & Maintenance

February 13, 2024



February 13, 2024

Mr. Airia Austin
Director of Public Works
City of Opa-locka
Public Works & Utilities
12950 N.W. 42nd Ave.
Opa-Locka, FL 33054

RE: Fire Hydrant Testing & Maintenance

Dear Airia,

On behalf of Hydromax USA, I am pleased to submit this letter of interest and the enclosed proposal. Given the excellent qualifications of our team and personnel, previous experience with similar programs, and strong regional presence in Florida, Hydromax USA is uniquely qualified and well-positioned to help the City of Opa-locka develop and implement its Fire Hydrant Testing and Maintenance Program.

Established in 2003, Hydromax USA's team of world-class professionals and innovative solutions enable water and wastewater utilities to accelerate operational excellence, promote the continuity of critical infrastructure, protect the communities they serve, and invest funding where it matters most. HUSA has additional capabilities in the areas of non-intrusive/non-destructive pipeline condition assessment, leak detection, sanitary sewer evaluation surveys and multi-sensor inspections to give the City of Opa-loka a full and accurate picture of its buried infrastructure. Simply put, we help communities thrive!

Our in-house crews and project managers have first-hand experience working with buried infrastructure for water and wastewater utilities, including **Orange County, Seminole County, and Indian River County**. Based upon a robust record of performance, our clients recognize that HUSA brings an exceptional ability to meet their needs for advanced data collection and they select us again and again.

As an ESRI Silver Partner, we have 70+ full-time GIS professionals in our data center that specialize in client information management, condition assessment program analytics, and customer reporting. Our proven processes and best practices in the areas of progress reporting, risk management and quality assurance help us to plan for and deliver projects on time and within budget.

Our team continues to be excited about this opportunity and looks forward to working with the City of Opa-locka in the weeks and months ahead. Should you have any questions regarding the enclosed submittal, please do not hesitate to contact me directly at (727) 463-9191 or Shannon.Gooch@HydromaxUSA.com. Thank you again for your time and consideration.

Respectfully,

Shannon Gooch

Shannon Gooch
Business Development Manager



FIRM PROFILE

Firm History

Established in 2003, Hydromax USA (HUSA) is a nationally recognized professional services firm that excels in assessing vital water and wastewater infrastructure, collecting actionable asset data, and enabling utilities to accelerate operational excellence, promote the continuity of critical systems, protect the communities they serve, and invest funding where it matters most. Simply put, **we help communities thrive!**

HUSA goes beyond traditional valve and fire hydrant services by offering non-intrusive/non-destructive pipeline condition assessment, leak detection, sanitary sewer evaluation surveys, and multi-sensor inspections. These advanced techniques provide our clients with a comprehensive and accurate understanding of their buried infrastructure.

HUSA's outstanding track record of performance has earned the trust and recognition of municipal clients nationwide. Notable clients such as Orange County, City of Houston, City of Raleigh, and Metro Water Nashville have experienced firsthand the exceptional capabilities of our dedicated crews and project managers.

As an ESRI Silver Partner, HUSA boasts a team of 70+ full-time GIS professionals in our state-of-the-art data center in Louisville, KY. These experts specialize in client information management, condition assessment program analytics, and customer reporting. Our proficiency in utilizing GIS technology allows us to streamline processes, provide insightful data analysis, and deliver comprehensive reports to our clients.

Since 2003, Hydromax USA has performed more than:



1.4 million valve inspections



500,000 hydrant inspections



95 million data point collections



20,000 test cuts & shutdowns

With proven processes, best in industry practices, and a focus on safety, progress reporting, risk management, and quality assurance, HUSA consistently delivers projects on time and within budget. Our commitment to excellence ensures that every client receives the highest level of service and support.

Given the exceptional qualifications of our team and extensive experience with similar programs in North Carolina and Tennessee, Hydromax USA is uniquely qualified and well-positioned to provide comprehensive support and ongoing services to the City of Fort Myers.

Firm Principals

Headquartered in Flower Mound, Texas, Hydromax USA LLC is owned by Industrial Group Partners, a private investment partnership.

Corporate Headquarters:

3700 River Walk Drive, Suite 145
Flower Mound, Texas 75028

Corporate Officers:

Chris Jensen, CEO
Michael Farmer, Vice President of Finance

Firm Capabilities

Hydromax USA provides a comprehensive suite of field assessment services supported by state-of-the art technologies, industry-leading equipment, innovative techniques, and a team of dedicated and passionate professionals. We transform infrastructure data into actionable business intelligence, enabling our clients to make informed decisions regarding the renewal of their buried infrastructure and investment of critical resources.



Houston Program Valve Trailers

Water Field Services

- Valve assessment
- Fire hydrant maintenance
- Fire hydrant painting
- Asset mapping
- Unidirectional flushing
- Minor repairs
- Leak detection
- Pipeline condition assessment

Wastewater Field Services

- CCTV Inspections
- Sonar, Laser/LiDAR
- Pipeline cleaning
- Manhole inspections
- Flow Monitoring
- Smoke Testing
- Leak detection
- Pipeline condition assessment

Core Values



Safety

Safety is our highest priority, and we embrace our duty to protect each other, the communities we serve, and the environment.



Quality

Our holistic, digitalized approach to quality management ensures every result is traceable, verifiable, accurate, and complete.



Innovation

We collect critical asset data and develop actionable insights that accelerate operational excellence, reduce infrastructure risk, optimize resources, and protect vital resources.



Collaboration

We strive to become a true extension of our customer's team through our commitment to transparency, respect, credibility, and collaboration.

RELEVANT EXPERIENCE

The Hydromax USA team has performed infrastructure condition assessment programs that have evaluated hundreds of thousands of water distribution system assets, helped clients recover millions of gallons in lost water, and provided information management services for improvement of system models and development of GIS integrated solutions for utilities across the United States.

In the last ten (10) years, our team has developed and performed similar valve assessment programs for the following clients:

- Garland, TX
- Great Lakes Water Authority, MI
- Henrico County, VA
- Houston, TX
- Metro Water Services (Nashville), TN
- Orange County Utilities, FL
- Raleigh, NC
- San Antonio Water System, TX
- Waco, TX
- Winston-Salem, NC

In addition, we were recently selected to perform valve assessment work for the City of Virginia Beach, VA.

As you can see from our client list above, Hydromax USA is well-versed in partnering with large and prominent clients to develop and deliver comparable programs. Our team, including our field operations supervisors and technicians, is adept at working directly with staff, ensuring proper:

- Professional oversight and management
- Field services planning
- Client communications
- Public relations
- Site safety
- Permitting
- MOT
- Data capture/digitization/visualization
- Reporting



“Timely. Great communication. Great company. Completed work as requested.”

Chris Graybosch, Distribution Supervisor, Seminole County Utilities

Similar Work Experience

City of Garland

Location: Garland, TX

Contact: Gustavo Reyes, 469.644.7202

Email: greyes@garlandtx.gov

Contract Dates: 2022 - ongoing

Contract Amount: \$500,000 annually

Scope of Work: Condition assessment, maintenance, and GIS integration for 13,000 water system valves and 9,000 fire hydrants.

Project Manager: Russ Jackson

City of Houston

Location: Houston, TX

Contact: Alex Rodriguez, 346-293-5195

Email: alejandro.rodriguez@houstontx.gov

Contract Dates: 2019 - ongoing

Contract Amount: \$12 million

Scope of Work: Valve condition assessment, maintenance, and GIS integration for 80,000 water system valves. Additionally supported the City with up to 39 crews during emergency operations for 18 months.

Project Manager: Russ Jackson

San Antonio Water System

Location: San Antonio, TX

Contact: Chris Hawthorne, 210.464.8238

Email: Christopher.Hawthorne@saws.org

Contract Dates: 2023 - ongoing

Contract Amount: \$380,000 annually

Scope of Work: Valve condition assessment, maintenance, and GIS integration for 164,000 water system valves.

Project Manager: Russ Jackson

Winston-Salem / Forsyth County Utilities

Location: Winston-Salem, NC

Contact: Derek Stroud, 336.747.7350

Email: dereks@cityofws.org

Contract Dates: 2021 - ongoing

Contract Amount: \$1.6 million

Scope of Work: Valve condition assessment, maintenance, and GIS integration for 42,000 water system valves.

Project Manager: Lamar Carroll

Orange County Utilities

Location: Orlando, FL

Contact: Dustin Putney-Hoke, 407.836.6822

Email: dustin.putney@ocfl.net

Contract Dates: 2022 - Ongoing

Contract Amount: \$9.6 million

Scope of Work: Condition assessment, maintenance, UDF, and GIS integration for 60,000 water system valves and 13,000 fire hydrants.

Project Manager: Lamar Carroll

Metro Water Services

Location: Nashville, TN

Contact: Alan Hand, 615.862.4847

Email: alan.hand@nashville.gov

Contract Dates: 2011-2015; 2015-2020; 2020 - ongoing

Contract Amount: \$12 million

Scope of Work: Valve condition assessment, maintenance, flushing, and GIS integration for 60,000 water system valves.

Project Manager: Lamar Carroll

SINGLE FIRE HYDRANT TESTING & MAINTENANCE

Hydromax USA will perform the following services in accordance with AWWA M-17 Manual for Fire Hydrants: Installation, Field Testing, And Maintenance:

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with noncorrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate, record working pressure and calculate flow rate and gallons flushed.
- The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
 - Provide alerts for all inoperable or low flow hydrants.
- Propose a sample schema for valve assessment data collection, final field and attributes to be agreed upon during kickoff meeting.
- Data shall be delivered monthly to the Client in an ArcGIS compliant format.
- Optional Adder: Scrape, wire brush, and paint hydrant appropriate color. Paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.
- Optional Adder: De-chlorinate with LPD250 diffuser and de-chlorination tabs.
- Optional Adder: Replace (if defective) hydrant ID tag or install (if not present) hydrant ID tag.
- Optional Adder: Replace (if defective) blue reflective road marker or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.

TWO-HYDRANT FIRE HYDRANT TESTING AND MAINTENANCE (FUTURE)

Hydromax USA will perform the following services in accordance with AWWA M-17 Manual for Fire Hydrants: Installation, Field Testing, And Maintenance. Hydromax USA will attempt to use a combination of larger hydrant ports and additional hydrants to obtain the 10-psi drop. However, there is no guarantee that the 10-psi drop will be achieved during 2-hydrant testing.

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with noncorrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate up to 15 minutes or until clear, whichever is less, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15-minute flush, contact the Client.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Inspections will be conducted on adjacent hydrant pairs to facilitate the 2-hydrant fire flow test procedure.
- When the first hydrant is flowed, the second hydrant becomes the M-17 “test hydrant” for measurement of residual pressure drawdown in the system. The order is then reversed when the second hydrant is inspection flowed and the first hydrant becomes the “test hydrant” for fire flow determination.
- Hydrant inspection pairs will always be chosen to maintain the test hydrant on the upstream side of the system water feed such as on single feed mains.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
 - Provide alerts for all inoperable or low flow hydrants.
 - Document all pertinent data into an electronic spreadsheet or database including the following:
 - Hydrant ID tag number
 - Hydrant address location
 - Hydrant GPS site coordinates
 - Date of flush or service
 - Hydrant brand
 - Hydrant model number
 - Hydrant year
 - Hydrant size

- Hydrant flow rate obtained
 - Hydrant static and residual pressures
 - Flow at 20 PSI calculation
 - Hydrant pressure after 2 minutes of flushing
 - Total gallons flushed during service
 - Degree of operating difficulty
 - Deficiencies and/or repairs required to be immediately reported to the City.
- Data shall be delivered to the Client in an electronic format compatible with ArcGIS/ArcMap system or SQL database.
- Optional Adder: Scrape, wire brush, and paint hydrant appropriate color. Paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.
- Optional Adder: De-chlorinate with LPD250 diffuser and de-chlorination tabs.
- Optional Adder: Replace (if defective) hydrant ID tag or install (if not present) hydrant ID tag.
- Optional Adder: Replace (if defective) blue reflective road marker or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.

High Pressure Hydrant Additional Safety Procedures

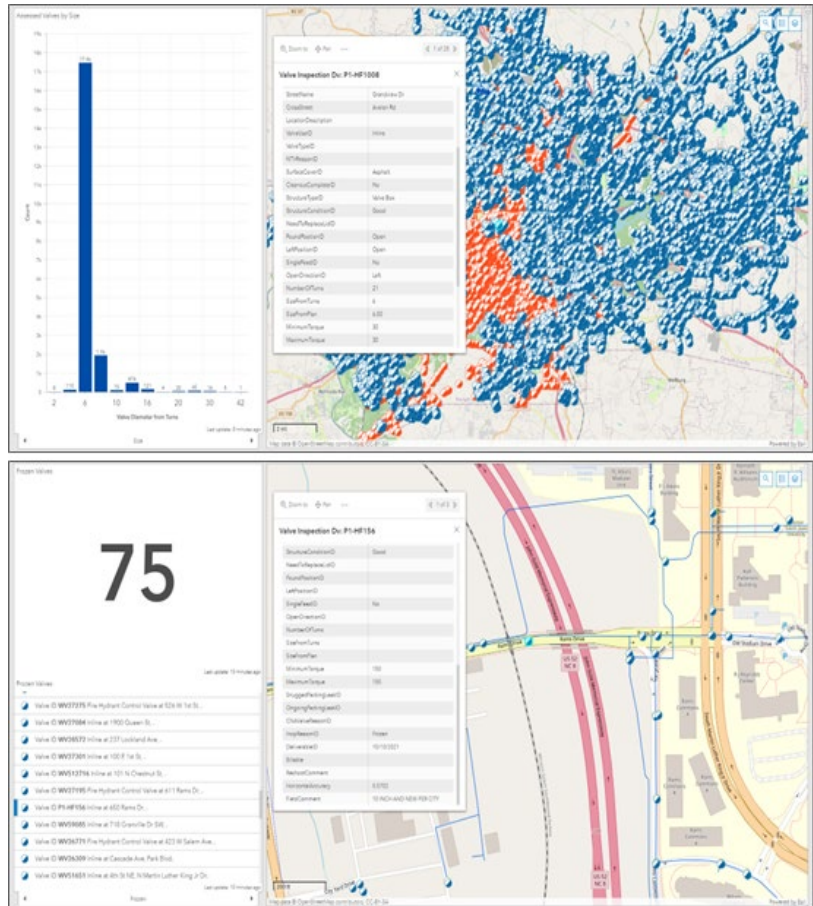
When a hydrant over 125PSI static pressure is encountered, Hydromax USA will perform the following additional safety procedures to complete hydrant testing:

- Upon obtaining working pressure, if determined to be over 125 psi, work will halt to complete the following steps.
- Check/tighten hold down bolts at flange.
- Install Hose Monster to hydrant and secure the other end to hitch mounted diffuser or another stationary anchor.
- Proceed with flowing per the above specifications.
- Upon completion check/tighten hold down bolts at flange.

WEB-BASED PROJECT MANAGEMENT DASHBOARD

Hydromax USA will provide a web-based application capable of providing City the following real time program metrics and information.

- Progress tracking: Detailed summary of expected appurtenances throughout the program, as well as actual inspections performed.
- Aggregated information on operating condition and other operational information attribution of assets assessed by the service provider.
- The ability to interactively view the location and attribution of single assets or group of assets.
- The ability to compare year-over-year assessment to track system changes over time.
- Customizable assignment capabilities for individual field work team.
- Feature-driven multimedia content delivery of ancillary information for appurtenances
- Customizable data import of additional asset information



PRICING

Work will be performed at the unit pricing and per the scope and conditions contained in Seminole County Contract IFB-603974-CAR. In future years, Hydromax USA will provide pricing to perform 2-hydrant testing on 20% of system hydrants.

Single Hydrant Testing and Maintenance

ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXT. PRICE
A1	Hydrant maintenance (includes scrape, wire brush and paint)	EA	446	\$51.00	\$22,746.00
D2	Additional time for second paint color (pro-rated)	EA	446	\$18.50	\$8,251.00
Total					30,997.00

OTHER ITEMS					
A4	Furnish and attach hydrant ID tag	EA		\$12.00	
A5	Furnish and attach reflective road marker	EA		\$10.00	

- Total: 446



City Limits



RESOURCE MANAGEMENT DEPARTMENT
PURCHASING AND CONTRACTS DIVISION



10/04/2023

Hydromax USA
2501 S. Kentucky Ave
Evansville, Indiana 47714

RE: IFB-603974-20/CAR Renewal #1 Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services

Pursuant to Seminole County Purchasing Code Section 3.554(5)(a), this notice shall serve as authorization to renew the above agreement from **December 14, 2023 through December 13, 2024** as approved by the Seminole County Board of County Commissioners. Current pricing, terms and conditions shall remain the same.

Please remember to keep this office up to date with a **current certificate of insurance with the above contract number referenced on the certificate** as required in the original, contract agreement.

Appropriate County departments and divisions will be notified of this Contract renewal action.

Thank you for your interest in doing business with Seminole County. If you have any questions or need further assistance, please contact our office.

Sincerely,

Rachel Horne

Rachel Horne
Procurement Analyst I

cc: Environmental Services - Utilities Engineering
County Attorney's Office
County Comptroller's Office
File

**TERM CONTRACT FOR HYDRANT AND VALVE MAINTENANCE,
REPAIR, AND FLUSHING SERVICES
(IFB-603974-CAR)**

THIS AGREEMENT is dated as of the 14TH day of DECEMBER 20 20, by and between **HYDROMAX USA LLC**, duly authorized to conduct business in the State of Florida, whose principal address is 2501 S. Kentucky Avenue, Evansville, Indiana 47714, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide hydrant and valve maintenance, repair, and flushing services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to

this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order must be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) The original invoice must be sent to:

Term Contract for Hydrant and Valve Maintenance, Repair, and Flushing Services
(IFB-603974-20/CAR)
Page 3 of 21

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, FL 32772-8080

A copy of the invoice must be sent to:

Seminole County Environmental Services Utilities Operations Division
3300 Dike Road
Winter Park, FL 32792

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. Upon review and approval of CONTRACTOR's invoice, COUNTY will, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at

CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General

Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative

dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to

this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Environmental Services Utilities Operations Division
3300 Dike Road
Winter Park, FL 32792

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Hydromax USA LLC
2007 Wood Court, Suite 3
Plant City, FL 33563

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

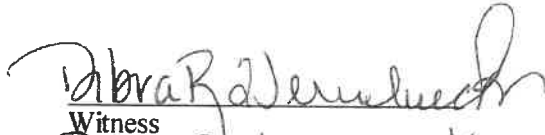
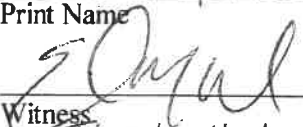
Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the

services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.


Witness
Debra R. Herrenbruck
Print Name

Witness
Elizabeth M. White
Print Name

HYDROMAX USA LLC
By: 
John Smith, CEO
Date: 12/11/2020

SEMINOLE COUNTY, FLORIDA

Cassandra Reyes

Witness

CASSANDRA REYES

Print Name

Leticia Figueroa

Witness

Leticia Figueroa

Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

David G. Shields

County Attorney

DGS/lpk

11/13/20 11/19/20

T:\Users\Legal Secretary CSB\Purchasing 2020\IFB-603974 (Hydromax).docx

By: Jammy Roberts
for MARKLY JEAN-CHARLES, Purchasing and
Contracts Manager

Date: 12/14/2020

As authorized for execution by the Board of
County Commissioners at its DECEMBER 8TH,
20 20, regular meeting.

AGENDA ITEM # 2020-2421

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing

Fire Hydrants - Valves Maintenance and Repair and Flushing Services

Part 1 General Scope

GENERAL DESCRIPTION:

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

- A. SCES Utility Engineering Specifications for Water Distribution Construction.
- B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
- C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2017 or latest edition).
- D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
- E. OSHA Standards as applicable to associated work.
- F. Fire Hydrant Flow Testing and Marking (NFPA 291)(most applicable and latest edition). Includes potential areas of two hydrant testing for main capacity calculations or fire flow capabilities as requested by SCES.

SPECIAL CONDITIONS:

Contractor's Response Time: Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCES.

Contractor's Personnel: The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

The Contractor shall employ and designate a qualified Quality Control Manager who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible service technicians to complete requested work. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA

Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment: The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCES Requirements for Work and Site Visit Management: Contractor personnel shall notify their assigned SCES representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCES requires that the Contractor create a service call or job order ticket that shall have, at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance: Fire hydrant testing and maintenance shall be in accordance with AWWA - M17 Manual and NFPA 291 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate, access, and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.

- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Sher-Cryl High Performance Acrylic, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness. In the event bare metal is exposed on above-ground metal, hydrant is to be primed with Sherwin-Williams Pro-Cryl Universal primer before new paint is applied. Additional color bonnet painting per NFPA 291 - Fire Hydrant Flow Testing and Marking may be required per SCES request.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- **Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.**
- Document all pertinent data into an electronic spreadsheet or database including the following:
 - Hydrant ID tag number
 - Hydrant address location
 - Hydrant GPS site coordinates
 - Date of flush or service
 - Hydrant brand
 - Hydrant model number
 - Hydrant year
 - Hydrant size
 - Hydrant flow rate obtained
 - Hydrant pressure after 5 minutes of flushing
 - Total gallons flushed during service
 - Degree of operating difficulty
 - Deficiencies and/or repairs required to be immediately reported to the Utility.
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SOL database.

Upper Barrel Repair: An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

Lower Barrel Repair: A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

Valve Maintenance: Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box

- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue. Valves located inside residential or commercial driveways or aprons shall not be painted upon SCES request.
- Mark curve with a "V" marking. Curbing located inside gated communities or commercial properties shall not be painted upon SCES request.
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system.

GPS Mapping: All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES' ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: ≥ 4
- Position Dilution of Precision (PDOP) < 6
- Horizontal Dilution of Precision (HDOP): < 4
- Minimum number of raw positions collected: 20
- In the event of obstructions - where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- File Name
- X-coordinate
- Y-coordinate

Documentation: Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES' ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

- a) **Physical data** - Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details) and any additional information as necessary.
- b) **Location data** - Mapping grade GPS coordinate data parameters noted in the GPS mapping section
- c) **Discrepancies** - Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data: The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCES ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCES ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCES and at a minimum the following attribute data:

- A unique identification number - For each device
- Data Dictionary-Valve Condition (operable, inoperable)
- Source document reference-valve discrepancies
- Date of Operation-Structure discrepancies
- Valve Size - PDOP value
- Valve Type-HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services: SCES may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCES will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item 83 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

Hydrant and/or Valve Replacement and Installation: Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- Pre work job site evaluation
- Obtaining all utility and/or Right of Way (ROW) locates
- Notification of effected customers (with the exception of partial water system shut down)
- Job site safety and MOT
- Site excavation (typical <48" bury to bottom of pipe)
- Furnish and install all necessary materials to successfully complete the job
- Furnish and competently operate all necessary equipment to successfully complete the job
- Furnish and manage all necessary competent labor to successfully complete the job
- Excavation, backfill and compaction

- Removal of all remaining spoil, materials and waste
- Complete site restoration unless otherwise specified by SCES

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements: The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Contractor shall promptly notify SCES of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management: The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCES for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCES in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges: Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft² sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCES a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCES reserves the right to perform any and all of these pass through activities. The SCES reserves the right to perform any and all of these pass through activities to avoid the additional pass through charges. If this right is exercised by SCES, the responsibility for such work will be removed from the Contractor.

Warranty: In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER



ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

S
H
I
P
T
O

ORDER DATE
REQUISITION
REQUESTOR
VENDOR #

V
E
N
D
O
R

EXHIBIT B

ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956
ANALYST

DELIVERY

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.

TOTAL AMOUNT

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772

Accts. Payable Inquiries - Phone (407) 665 7656

Purchase Order Terms and Conditions

- 1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.
- 2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.
- 3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.
- 4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.
- 5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.
- 6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.
- 7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.
- 8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
- 9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.
- 10. Modifications.** PO may be modified or rescinded in writing by County.
- 11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.
- 12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.
- 13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by County, Supplier shall submit a properly certified invoice to: Seminole County Clerk of Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include County's Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.
- 14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.
- 15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.
- 16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.
- 17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.
- 18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.
- 19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.
- 20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**
- 21. Right to Audit Records.** County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.
- 22. Severability.** If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.
- 23. Headings & Captions.** All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

**Part 4
Price Submittal**

IFB-603974-20/CAR - Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services

Name of Bidder: Hydromax USA
Mailing Address: 2007 Wood Court Suite 3 Plant City, FL 33563
Street Address: 2007 Wood Court Suite 3
City/State/Zip: Plant City, FL 33563
Phone Number: (813) 305-6610 FAX Number: (812) 925-3911
E-Mail Address: shane.majetich@hydromaxusa.com

Designated Project Manager Information:

Project Manager: Nick Darchiville
Project Manager Telephone No.: 812-708-2056 Fax No.: 812-925-3911
E-Mail Address: nick.darchiville@hydromaxusa.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute a Term Contract with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP A - HYDRANT SERVICES					
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	EA.	3000	\$ 51.00	\$ 153,000.00
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA.	500	\$ 43.00	\$ 21,500.00
A3	Hydrant Maintenance (includes sand blast and paint)	EA.	25	\$ 150.00	\$ 3,750.00
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA.	250	\$ 12.00	\$ 3,000.00
A5	Furnish and install reflective road marker	EA.	500	\$ 10.00	\$ 5,000.00
A6	Extended Flush Time (15 minute Unit)	EA.	250	\$ 21.50	\$ 5,375.00
A7	Bonnet and/or break away flange bolt replacement	EA.	25	\$ 32.50	\$ 812.50
A8	Upper barrel repair	EA.	35	\$ 400.00	\$ 14,000.00
A9	lower barrel repair	EA.	50	\$ 700.00	\$ 35,000.00
A10	Hydrant extension (6")	EA.	25	\$ 890.00	\$ 22,250.00
A11	Hydrant extension (12")	EA.	20	\$ 973.00	\$ 19,460.00
A12	Hydrant extension (18")	EA.	20	\$ 1,060.00	\$ 21,200.00
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 4,498.20	\$ 44,982.00
A14	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 4,899.30	\$ 48,993.00
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$ 6,615.00	\$99,225.00
A16	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$6,893.25	\$ 103,398.75
A16a	With 6" x 6" tee	EA.	3	\$ 2,014.95	\$ 6,044.85
A16b	With 6" x 8" tee	EA.	3	\$ 2,860.20	\$8,580.60
A16c	With 6" x 10" tee	EA.	2	\$ 3,733.80	\$7,467.60
A16d	With 6" x 12" tee	EA.	2	\$ 4,681.95	\$ 9,363.90
A16e	With 6" x 14" tee	EA.	2	\$ 6,319.95	\$12,639.90
A16f	With 6" x 16" tee	EA.	1	\$ 7,387.80	\$7,387.80
A16g	With 6" x 20" tee	EA.	1	\$ 9,430.00	\$9,430.00
A16h	With 6" x 24" tee	EA.	1	\$ 11,541.00	\$11,541.00
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA.	25	\$ 5,635.35	\$ 140,883.75
A17a	With 6" x 6" wet tap	EA.	2	\$ 4,912.95	\$9,825.90
A17b	With 6" x 8" wet tap	EA.	2	\$ 5,519.85	\$11,039.70
A17a	With 6" x 10" wet tap	EA.	2	\$ 6,133.05	\$12,266.10
A17c	With 6" x 12" wet tap	EA.	2	\$ 6,846.00	\$13,692.00
A17d	With 6" x 14" wet tap	EA.	2	\$ 7,691.25	\$15,382.50
A17e	With 6" x 16" wet tap	EA.	2	\$ 8,641.50	\$17,283.00
A17f	With 6" x 20" wet tap	EA.	2	\$ 8,965.00	\$ 17,930.00
A17g	With 6" x 24" wet tap	EA.	2	\$ 9,735.00	\$ 19,470.00
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assemble in isolation valve (includes materials, excavation, backfill and compaction)	EA.	10	\$ 1,915.20	\$ 19,152.00
A19	Installation of hydrant other than typical 48" bury (adder per foot)	LF.	30	\$ 1,081.50	\$ 32,445.00
A20	If hydrant set is more than 6' away from centerline of tee (adder per foot)	LF.	25	\$ 472.50	\$ 11,812.50
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA.	15	\$ 663.60	\$ 9,954.00

BID SHEET

21

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP B - VALVE SERVICES					
B1	Valve maintenance (includes sub-meter GPS location)	EA.	1000	\$ 45.00	\$ 45,000.00
B2	Valve maintenance (includes sub-foot GPS location)	EA.	750	\$ 45.00	\$ 33,750.00
B3	Valve maintenance (without GPS location)	EA.	350	\$ 45.00	\$ 15,750.00
B4	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries)	EA.	125	\$ 31.13	\$ 3,891.25
B5	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	100	\$ 155.00	\$ 15,500.00
B6	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	\$ 1.00	\$ 50.00
B7	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	\$ 1.00	\$ 50.00
B8	Replace existing 2" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 1,061.55	\$ 15,923.25
B9	Replace existing 4" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 1,983.45	\$ 29,751.75
B10	Replace existing 6" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 2,843.40	\$ 42,651.00
B11	Replace existing 8" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 4,184.25	\$ 62,763.75
B12	Replace existing 10" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 5,606.00	\$ 56,060.00
B13	Replace existing 12" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 6,388.00	\$ 31,940.00
B14	Replace existing 14" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 11,199.00	\$ 55,995.00
B15	Replace existing 16" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 11,367.00	\$ 56,835.00
B16	Replace existing 20" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 25,824.00	\$ 129,120.00
B17	Replace existing 24" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	1	\$ 32,658.00	\$ 32,658.00
B18	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 6,345.00	\$ 63,450.00
B19	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 9,100.00	\$ 91,000.00
B20	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 11,800.00	\$ 118,000.00
B21	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 16,920.00	\$ 84,600.00
B22	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 20,775.00	\$ 103,875.00

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP C - VALVE RELATED SERVICES					
B23	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	100	\$ 55.00	\$ 5,500.00
B24	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HOURLY ^{2,3}	25	\$ 1.00	\$ 25.00
B25	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	25	\$ 1.00	\$ 25.00
B26	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	15	\$ 500.00	\$ 7,500.00
B27	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	15	\$ 1.00	\$ 15.00
B28	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	15	\$ 1.00	\$ 15.00
B29	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HOURLY ^{2,3}	25	\$ 1.00	\$ 25.00
B30	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	25	\$ 1.00	\$ 25.00
B31	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	25	\$ 1.00	\$ 25.00
B32	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	10	\$ 1.00	\$ 10.00
B33	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1500	\$ 14.33	\$ 21,500.00
B34	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	150	\$ 85.00	\$ 12,750.00
B35	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HOURLY ³	100	\$ 367.50	\$ 36,750.00
B36	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually. (2 MEN AND EQUIPMENT)	HOURLY ³	250	\$ 185.00	\$ 46,250.00
	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:			\$	\$
B37	Exploratory investigation 0' to 4' deep	HOURLY ^{1,2,3}	120	\$ 450.00	\$ 54,000.00
B38	Exploratory investigation > 4' to 10' deep	HOURLY ^{1,2,3}	150	\$ 450.00	\$ 67,500.00
B39	Exploratory investigation > 10' deep.	HOURLY ^{1,2,3}	50	\$ 675.00	\$ 33,750.00
B40	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$ 34,050.00	\$ 68,100.00
B41	Installation of a 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$ 52,550.00	\$ 105,100.00
Note:					
	(1) For this depth range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item.				
	(2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass through")				
	(3) For billing purposes, the hourly rate can be proportioned into increments of 15 minutes.				

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP D - FLUSHING SERVICES					
D1	Uni-Directional Flushing Services performed at a combined rate			\$	\$
D1a	Contractor will review the UDF sequences developed by SCES and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	hourly	250	\$ 185.00	\$ 46,250.00
D1b	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	hourly	500	\$ 185.00	\$ 92,500.00
D2	Maintenance Flushing Services performed at an hourly rate.	hourly	250	\$ 185.00	\$ 46,250.00
ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP E - ANCILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE SCENARIOS IF APPLICABLE)					
E1	Required use of Ductile Iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor, materials, excavation, backfill and compaction)				
E1a	6 inch	LF.	50	\$ 110.25	\$ 5,512.50
E1b	8 inch	LF.	50	\$ 132.30	\$ 6,615.00
E1c	10 inch	LF.	25	\$ 180.08	\$ 4,501.88
E1d	12 inch	LF.	25	\$ 220.50	\$ 5,512.50
E1e	14 inch	LF.	10	\$ 209.48	\$ 2,094.75
E1f	16 inch	LF.	50	\$ 220.50	\$ 11,025.00
E1g	20 inch	LF.	10	\$ 330.75	\$ 3,307.50
E1h	24 inch	LF.	10	\$ 415.28	\$ 4,152.75
E2	Line stop services (includes materials, excavation on < 48" bury to bottom of pipe, backfill and compaction)				
E2a	4" line stop (SS fitting)	EA.	5	\$ 3,265.00	\$ 16,325.00
E2b	4" line stop (epoxy fitting)	EA.	5	\$ 3,375.00	\$ 16,875.00
E2c	6" line stop (SS fitting)	EA.	10	\$ 4,260.00	\$ 42,600.00
E2d	6" line stop (epoxy fitting)	EA.	10	\$ 3,930.00	\$ 39,000.00
E2e	8" line stop (SS fitting)	EA.	5	\$ 5,035.00	\$ 25,175.00
E2f	10" line stop (SS fitting)	EA.	5	\$ 5,920.00	\$ 29,600.00
E2g	12" line stop (epoxy fitting)	EA.	5	\$ 5,705.00	\$ 28,525.00
E2h	14" line stop (epoxy fitting)	EA.	5	\$ 7,475.00	\$ 37,375.00
E2i	16" line stop (epoxy fitting)	EA.	5	\$ 9,850.00	\$ 49,250.00
E2j	20" line stop (epoxy fitting)	EA.	5	\$ 13,325.00	\$ 66,625.00
E2k	24" line stop (epoxy fitting)	EA.	5	\$ 19,550.00	\$ 97,750.00

**TERM CONTRACT FOR HYDRANT AND VALVE MAINTENANCE,
REPAIR, AND FLUSHING SERVICES
(IFB-603974-CAR)**

THIS AGREEMENT is dated as of the 14TH day of DECEMBER 20 20, by and between **HYDROMAX USA LLC**, duly authorized to conduct business in the State of Florida, whose principal address is 2501 S. Kentucky Avenue, Evansville, Indiana 47714, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide hydrant and valve maintenance, repair, and flushing services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to

this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order must be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) The original invoice must be sent to:

Term Contract for Hydrant and Valve Maintenance, Repair, and Flushing Services
(IFB-603974-20/CAR)
Page 3 of 21

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, FL 32772-8080

A copy of the invoice must be sent to:

Seminole County Environmental Services Utilities Operations Division
3300 Dike Road
Winter Park, FL 32792

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. Upon review and approval of CONTRACTOR's invoice, COUNTY will, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at

CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General

Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative

dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to

this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Environmental Services Utilities Operations Division
3300 Dike Road
Winter Park, FL 32792

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Hydromax USA LLC
2007 Wood Court, Suite 3
Plant City, FL 33563

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

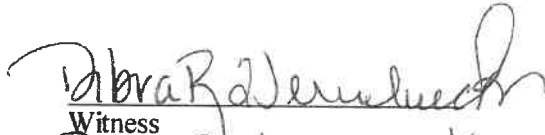
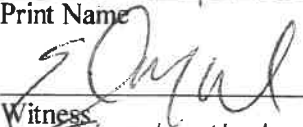
Section 32. E-Verify System Registration.

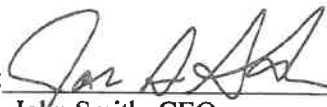
(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the

services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.


Witness
Debra R. Herrenbruck
Print Name

Witness
Elizabeth M. White
Print Name

HYDROMAX USA LLC
By: 
John Smith, CEO
Date: 12/11/2020

SEMINOLE COUNTY, FLORIDA

Cassandra Reyes

Witness

CASSANDRA REYES

Print Name

Leticia Figueroa

Witness

Leticia Figueroa

Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

David J. Shields

County Attorney

DGS/lpk

11/13/20 11/19/20

T:\Users\Legal Secretary CSB\Purchasing 2020\IFB-603974 (Hydromax).docx

By: Jammy Roberts
for MARKLY JEAN-CHARLES, Purchasing and
Contracts Manager

Date: 12/14/2020

As authorized for execution by the Board of
County Commissioners at its DECEMBER 8TH,
20 20, regular meeting.

AGENDA ITEM # 2020-2421

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing

Fire Hydrants - Valves Maintenance and Repair and Flushing Services

Part 1 General Scope

GENERAL DESCRIPTION:

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

- A. SCES Utility Engineering Specifications for Water Distribution Construction.
- B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
- C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2017 or latest edition).
- D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
- E. OSHA Standards as applicable to associated work.
- F. Fire Hydrant Flow Testing and Marking (NFPA 291)(most applicable and latest edition). Includes potential areas of two hydrant testing for main capacity calculations or fire flow capabilities as requested by SCES.

SPECIAL CONDITIONS:

Contractor's Response Time: Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCES.

Contractor's Personnel: The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

The Contractor shall employ and designate a qualified Quality Control Manager who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible service technicians to complete requested work. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA

Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment: The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCES Requirements for Work and Site Visit Management: Contractor personnel shall notify their assigned SCES representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCES requires that the Contractor create a service call or job order ticket that shall have, at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance: Fire hydrant testing and maintenance shall be in accordance with AWWA - M17 Manual and NFPA 291 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate, access, and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.

- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Sher-Cryl High Performance Acrylic, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness. In the event bare metal is exposed on above-ground metal, hydrant is to be primed with Sherwin-Williams Pro-Cryl Universal primer before new paint is applied. Additional color bonnet painting per NFPA 291 - Fire Hydrant Flow Testing and Marking may be required per SCES request.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- **Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.**
- Document all pertinent data into an electronic spreadsheet or database including the following:
 - Hydrant ID tag number
 - Hydrant address location
 - Hydrant GPS site coordinates
 - Date of flush or service
 - Hydrant brand
 - Hydrant model number
 - Hydrant year
 - Hydrant size
 - Hydrant flow rate obtained
 - Hydrant pressure after 5 minutes of flushing
 - Total gallons flushed during service
 - Degree of operating difficulty
 - Deficiencies and/or repairs required to be immediately reported to the Utility.
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SOL database.

Upper Barrel Repair: An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

Lower Barrel Repair: A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

Valve Maintenance: Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box

- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue. Valves located inside residential or commercial driveways or aprons shall not be painted upon SCES request.
- Mark curve with a "V" marking. Curbing located inside gated communities or commercial properties shall not be painted upon SCES request.
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system.

GPS Mapping: All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES' ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: ≥ 4
- Position Dilution of Precision (PDOP) < 6
- Horizontal Dilution of Precision (HDOP): < 4
- Minimum number of raw positions collected: 20
- In the event of obstructions - where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HDOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- File Name
- X-coordinate
- Y-coordinate

Documentation: Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES' ArcGIS/ArcMap system software in advance of work start up.

Data documentation will include, at a minimum:

- a) **Physical data** - Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details) and any additional information as necessary.
- b) **Location data** - Mapping grade GPS coordinate data parameters noted in the GPS mapping section
- c) **Discrepancies** - Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data: The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCES ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCES ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCES and at a minimum the following attribute data:

- A unique identification number - For each device
- Data Dictionary-Valve Condition (operable, inoperable)
- Source document reference-valve discrepancies
- Date of Operation-Structure discrepancies
- Valve Size - PDOP value
- Valve Type-HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services: SCES may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCES will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item 83 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

Hydrant and/or Valve Replacement and Installation: Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- Pre work job site evaluation
- Obtaining all utility and/or Right of Way (ROW) locates
- Notification of effected customers (with the exception of partial water system shut down)
- Job site safety and MOT
- Site excavation (typical <48" bury to bottom of pipe)
- Furnish and install all necessary materials to successfully complete the job
- Furnish and competently operate all necessary equipment to successfully complete the job
- Furnish and manage all necessary competent labor to successfully complete the job
- Excavation, backfill and compaction

- Removal of all remaining spoil, materials and waste
- Complete site restoration unless otherwise specified by SCES

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements: The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Contractor shall promptly notify SCES of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management: The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCES for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCES in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges: Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft² sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCES a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCES reserves the right to perform any and all of these pass through activities. The SCES reserves the right to perform any and all of these pass through activities to avoid the additional pass through charges. If this right is exercised by SCES, the responsibility for such work will be removed from the Contractor.

Warranty: In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER



ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

S
H
I
P
T
O

ORDER DATE
REQUISITION
REQUESTOR
VENDOR #

V
E
N
D
O
R

EXHIBIT B

ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956
ANALYST

DELIVERY

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.

TOTAL AMOUNT

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772

Accts. Payable Inquiries - Phone (407) 665 7656

Purchase Order Terms and Conditions

- 1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.
- 2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.
- 3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.
- 4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.
- 5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.
- 6. Time is of the Essence.** Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.
- 7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.
- 8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
- 9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.
- 10. Modifications.** PO may be modified or rescinded in writing by County.
- 11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.
- 12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.
- 13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by County, Supplier shall submit a properly certified invoice to: Seminole County Clerk of Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include County's Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.
- 14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.
- 15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.
- 16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.
- 17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.
- 18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.
- 19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.
- 20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**
- 21. Right to Audit Records.** County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.
- 22. Severability.** If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.
- 23. Headings & Captions.** All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

**Part 4
Price Submittal**

IFB-603974-20/CAR - Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services

Name of Bidder: Hydromax USA
Mailing Address: 2007 Wood Court Suite 3 Plant City, FL 33563
Street Address: 2007 Wood Court Suite 3
City/State/Zip: Plant City, FL 33563
Phone Number: (813) 305-6610 FAX Number: (812) 925-3911
E-Mail Address: shane.majetich@hydromaxusa.com

Designated Project Manager Information:

Project Manager: Nick Darchiville
Project Manager Telephone No.: 812-708-2056 Fax No.: 812-925-3911
E-Mail Address: nick.darchiville@hydromaxusa.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute a Term Contract with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP A - HYDRANT SERVICES					
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	EA.	3000	\$ 51.00	\$ 153,000.00
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA.	500	\$ 43.00	\$ 21,500.00
A3	Hydrant Maintenance (includes sand blast and paint)	EA.	25	\$ 150.00	\$ 3,750.00
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA.	250	\$ 12.00	\$ 3,000.00
A5	Furnish and install reflective road marker	EA.	500	\$ 10.00	\$ 5,000.00
A6	Extended Flush Time (15 minute Unit)	EA.	250	\$ 21.50	\$ 5,375.00
A7	Bonnet and/or break away flange bolt replacement	EA.	25	\$ 32.50	\$ 812.50
A8	Upper barrel repair	EA.	35	\$ 400.00	\$ 14,000.00
A9	lower barrel repair	EA.	50	\$ 700.00	\$ 35,000.00
A10	Hydrant extension (6")	EA.	25	\$ 890.00	\$ 22,250.00
A11	Hydrant extension (12")	EA.	20	\$ 973.00	\$ 19,460.00
A12	Hydrant extension (18")	EA.	20	\$ 1,060.00	\$ 21,200.00
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 4,498.20	\$ 44,982.00
A14	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	EA.	10	\$ 4,899.30	\$ 48,993.00
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$ 6,615.00	\$99,225.00
A16	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	EA.	15	\$6,893.25	\$ 103,398.75
A16a	With 6" x 6" tee	EA.	3	\$ 2,014.95	\$ 6,044.85
A16b	With 6" x 8" tee	EA.	3	\$ 2,860.20	\$8,580.60
A16c	With 6" x 10" tee	EA.	2	\$ 3,733.80	\$7,467.60
A16d	With 6" x 12" tee	EA.	2	\$ 4,681.95	\$ 9,363.90
A16e	With 6" x 14" tee	EA.	2	\$ 6,319.95	\$12,639.90
A16f	With 6" x 16" tee	EA.	1	\$ 7,387.80	\$7,387.80
A16g	With 6" x 20" tee	EA.	1	\$ 9,430.00	\$9,430.00
A16h	With 6" x 24" tee	EA.	1	\$ 11,541.00	\$11,541.00
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA.	25	\$ 5,635.35	\$ 140,883.75
A17a	With 6" x 6" wet tap	EA.	2	\$ 4,912.95	\$9,825.90
A17b	With 6" x 8" wet tap	EA.	2	\$ 5,519.85	\$11,039.70
A17a	With 6" x 10" wet tap	EA.	2	\$ 6,133.05	\$12,266.10
A17c	With 6" x 12" wet tap	EA.	2	\$ 6,846.00	\$13,692.00
A17d	With 6" x 14" wet tap	EA.	2	\$ 7,691.25	\$15,382.50
A17e	With 6" x 16" wet tap	EA.	2	\$ 8,641.50	\$17,283.00
A17f	With 6" x 20" wet tap	EA.	2	\$ 8,965.00	\$ 17,930.00
A17g	With 6" x 24" wet tap	EA.	2	\$ 9,735.00	\$ 19,470.00
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assemble in isolation valve (includes materials, excavation, backfill and compaction)	EA.	10	\$ 1,915.20	\$ 19,152.00
A19	Installation of hydrant other than typical 48" bury (adder per foot)	LF.	30	\$ 1,081.50	\$ 32,445.00
A20	If hydrant set is more than 6' away from centerline of tee (adder per foot)	LF.	25	\$ 472.50	\$ 11,812.50
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA.	15	\$ 663.60	\$ 9,954.00

BID SHEET

21

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP B - VALVE SERVICES					
B1	Valve maintenance (includes sub-meter GPS location)	EA.	1000	\$ 45.00	\$ 45,000.00
B2	Valve maintenance (includes sub-foot GPS location)	EA.	750	\$ 45.00	\$ 33,750.00
B3	Valve maintenance (without GPS location)	EA.	350	\$ 45.00	\$ 15,750.00
B4	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries)	EA.	125	\$ 31.13	\$ 3,891.25
B5	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	100	\$ 155.00	\$ 15,500.00
B6	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	\$ 1.00	\$ 50.00
B7	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	\$ 1.00	\$ 50.00
B8	Replace existing 2" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 1,061.55	\$ 15,923.25
B9	Replace existing 4" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 1,983.45	\$ 29,751.75
B10	Replace existing 6" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 2,843.40	\$ 42,651.00
B11	Replace existing 8" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	\$ 4,184.25	\$ 62,763.75
B12	Replace existing 10" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 5,606.00	\$ 56,060.00
B13	Replace existing 12" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 6,388.00	\$ 31,940.00
B14	Replace existing 14" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 11,199.00	\$ 55,995.00
B15	Replace existing 16" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 11,367.00	\$ 56,835.00
B16	Replace existing 20" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 25,824.00	\$ 129,120.00
B17	Replace existing 24" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	1	\$ 32,658.00	\$ 32,658.00
B18	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 6,345.00	\$ 63,450.00
B19	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 9,100.00	\$ 91,000.00
B20	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	\$ 11,800.00	\$ 118,000.00
B21	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 16,920.00	\$ 84,600.00
B22	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	\$ 20,775.00	\$ 103,875.00

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP C - VALVE RELATED SERVICES					
B23	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	100	\$ 55.00	\$ 5,500.00
B24	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HOURLY ^{2,3}	25	\$ 1.00	\$ 25.00
B25	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	25	\$ 1.00	\$ 25.00
B26	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	15	\$ 500.00	\$ 7,500.00
B27	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	15	\$ 1.00	\$ 15.00
B28	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	15	\$ 1.00	\$ 15.00
B29	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HOURLY ^{2,3}	25	\$ 1.00	\$ 25.00
B30	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY ^{2,3}	25	\$ 1.00	\$ 25.00
B31	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	25	\$ 1.00	\$ 25.00
B32	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY ^{1,2,3}	10	\$ 1.00	\$ 10.00
B33	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1500	\$ 14.33	\$ 21,500.00
B34	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	150	\$ 85.00	\$ 12,750.00
B35	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HOURLY ³	100	\$ 367.50	\$ 36,750.00
B36	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually. (2 MEN AND EQUIPMENT)	HOURLY ³	250	\$ 185.00	\$ 46,250.00
	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:			\$	\$
B37	Exploratory investigation 0' to 4' deep	HOURLY ^{1,2,3}	120	\$ 450.00	\$ 54,000.00
B38	Exploratory investigation > 4' to 10' deep	HOURLY ^{1,2,3}	150	\$ 450.00	\$ 67,500.00
B39	Exploratory investigation > 10' deep.	HOURLY ^{1,2,3}	50	\$ 675.00	\$ 33,750.00
B40	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$ 34,050.00	\$ 68,100.00
B41	Installation of a 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	\$ 52,550.00	\$ 105,100.00
Note:					
	(1) For this depth range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item.				
	(2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass through")				
	(3) For billing purposes, the hourly rate can be proportioned into increments of 15 minutes.				

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP D - FLUSHING SERVICES					
D1	Uni-Directional Flushing Services performed at a combined rate			\$	\$
D1a	Contractor will review the UDF sequences developed by SCES and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	hourly	250	\$ 185.00	\$ 46,250.00
D1b	Contractor will at identified locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	hourly	500	\$ 185.00	\$ 92,500.00
D2	Maintenance Flushing Services performed at an hourly rate.	hourly	250	\$ 185.00	\$ 46,250.00
ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP E - ANCILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE SCENARIOS IF APPLICABLE)					
E1	Required use of Ductile iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor, materials, excavation, backfill and compaction)				
E1a	6 inch	LF.	50	\$ 110.25	\$ 5,512.50
E1b	8 inch	LF.	50	\$ 132.30	\$ 6,615.00
E1c	10 inch	LF.	25	\$ 180.08	\$ 4,501.88
E1d	12 inch	LF.	25	\$ 220.50	\$ 5,512.50
E1e	14 inch	LF.	10	\$ 209.48	\$ 2,094.75
E1f	16 inch	LF.	50	\$ 220.50	\$ 11,025.00
E1g	20 inch	LF.	10	\$ 330.75	\$ 3,307.50
E1h	24 inch	LF.	10	\$ 415.28	\$ 4,152.75
E2	Line stop services (includes materials, excavation on < 48" bury to bottom of pipe, backfill and compaction)				
E2a	4" line stop (SS fitting)	EA.	5	\$ 3,265.00	\$ 16,325.00
E2b	4" line stop (epoxy fitting)	EA.	5	\$ 3,375.00	\$ 16,875.00
E2c	6" line stop (SS fitting)	EA.	10	\$ 4,260.00	\$ 42,600.00
E2d	6" line stop (epoxy fitting)	EA.	10	\$ 3,930.00	\$ 39,000.00
E2e	8" line stop (SS fitting)	EA.	5	\$ 5,035.00	\$ 25,175.00
E2f	10" line stop (SS fitting)	EA.	5	\$ 5,920.00	\$ 29,600.00
E2g	12" line stop (epoxy fitting)	EA.	5	\$ 5,705.00	\$ 28,525.00
E2h	14" line stop (epoxy fitting)	EA.	5	\$ 7,475.00	\$ 37,375.00
E2i	16" line stop (epoxy fitting)	EA.	5	\$ 9,850.00	\$ 49,250.00
E2j	20" line stop (epoxy fitting)	EA.	5	\$ 13,325.00	\$ 66,625.00
E2k	24" line stop (epoxy fitting)	EA.	5	\$ 19,550.00	\$ 97,750.00

RESOURCE MANAGEMENT DEPARTMENT
PURCHASING AND CONTRACTS DIVISION



10/04/2023

Hydromax USA
2501 S. Kentucky Ave
Evansville, Indiana 47714

RE: IFB-603974-20/CAR Renewal #1 Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services

Pursuant to Seminole County Purchasing Code Section 3.554(5)(a), this notice shall serve as authorization to renew the above agreement from **December 14, 2023 through December 13, 2024** as approved by the Seminole County Board of County Commissioners. Current pricing, terms and conditions shall remain the same.

Please remember to keep this office up to date with a **current certificate of insurance with the above contract number referenced on the certificate** as required in the original, contract agreement.

Appropriate County departments and divisions will be notified of this Contract renewal action.

Thank you for your interest in doing business with Seminole County. If you have any questions or need further assistance, please contact our office.

Sincerely,

Rachel Horne

Rachel Horne
Procurement Analyst I

cc: Environmental Services - Utilities Engineering
County Attorney's Office
County Comptroller's Office
File

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR THE CITY'S INCLUSION IN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF) PROGRAM FOR IMPROVEMENTS TO THE CITY'S STORMWATER INFRASTRUCTURE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") needs to upgrade its stormwater infrastructure within the boundaries of Ali Baba Avenue, NW 150th Street, NW 22nd Avenue, and NW 27th Avenue, within the City; and

WHEREAS, with an estimated cost of the rehabilitation project of Six Million Five Hundred Fifty-Five Thousand Three Hundred Twenty Dollars (\$6,555,320.00), significant external funding is required. The State Revolving Fund (SRF) program is a potential source of this funding. Additionally, there is a possibility that some of the loan request could be converted into a grant; and

WHEREAS, the application process is the initial step for the City to be considered as a city that may receive State Revolving Fund proceeds. The application is not a commitment on the part of the City to borrow funds; and

WHEREAS, if the City is selected, there will be additional documentation and applications required to be submitted to the State before a final approval. If the City is ultimately approved, the loan agreement, along with definitive costs and amortization details, will be brought to the City Commission for a final decision; and

WHEREAS, the City can be in the selection process for several months and if not selected in the current round, the City will remain in the pool of applicants for future consideration; and

WHEREAS, the intended stormwater infrastructure improvements include, but are not limited to rehabilitation of existing pavement, alteration of the right-of-way elevation and width, adjustment of existing and proposed utilities to conform with the new right-of-way dimensions (elevation), installation of a percolating drainage system and installation of signs and pavement markings; and

WHEREAS, there is no financial impact for this initial application stage; and

WHEREAS, the City Commission has determined that it is in the best interest of

the City and its residents to authorize the City Manager to apply for the City's inclusion in the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Program for improvements to the City's stormwater infrastructure.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to apply for the City's inclusion in the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Program for improvements to the City's stormwater infrastructure.

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 _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

Department Director:	Robert Anathan		Department Director Signature:	Robert Anathan				
City Manager:	Darvin Williams		CM Signature	Darvin Williams				
Commission Meeting Date: 03/27/2024	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		2nd Reading	
	NA	NA	Public Hearing: <i>(Enter X in box)</i>		Yes	No	Yes	No
						X		
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>		Yes		No	
							X	
Contract/PO 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:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to apply for inclusion in the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Program for improvements to the City's stormwater infrastructure.

Staff Summary:

This is the initial step for the City to be considered as a City that may receive State Revolving Fund proceeds. This is not a commitment on the part of the City to borrow funds. If the City is selected, there will be additional documentation and applications needed to be submitted prior to final State approval. If the City is

ultimately approved, the loan agreement, along with definitive costs and amortization details, will be brought to the City Commission for a final decision. The City can be in the selection process for months, if not longer, and if not selected in the current round, the City will remain in the pool of applicants for future consideration.

The City needs to upgrade its stormwater infrastructure within the boundaries of Ali Baba Avenue, NW 150th Street, NW 22nd Avenue, and NW 27th Avenue. The improvements include but not limited to rehabilitation of existing pavement, alteration of the right-of-way elevation and width, adjustment of existing and proposed utilities to conform with the new right-of-way dimensions (elevation), installation of a percolating drainage system and installation of signs and pavement markings. With an estimated cost of the rehabilitation project of \$6,555,320, significant external funding is required. The State Revolving Fund (SRF) program is a potential source of this funding. Additionally, there is a possibility that some of the loan request could be converted into a grant.

Financial Impact: There is no financial impact for this initial application stage. Funding, along with the entire project, will tentatively appear in the FY 25 budget, subject to feedback received from the State. This phase is only to begin the process to securing a source of funding for the Commerce North project.

Proposed Action:

Staff recommends the City Commission authorize the City Manager to apply for initial inclusion in the State Revolving Fund (SRF) Program.

Attachment:

1. Scope of work
2. Maps and additional information
3. Images of affected area

CONSULTANT WORK ORDER PROPOSAL
Commerce North – Roadway and Drainage Improvements
City of Opa-Locka

Date: August 12, 2022

Dear Mr. Airia Austin:

H.W. Lochner, Inc. proposes to provide the services identified below for the project entitled "Commerce North – Roadway and Drainage Improvements" for City of Opa-Locka pursuant to RFQ No. 20-0324200 for Architectural and Engineering Consulting Services, submitted on May 15, 2020.

I. GENERAL

The general objective for the Consultant is to provide professional engineering services required for the roadway and drainage improvements including field review, preliminary utility coordination, surveying, limited subsurface utility investigation, environmental & contamination assessment, construction plans, specifications, cost estimate, right-of-way acquisition, permitting, bidding services, post design services (construction phase services).

The above engineering services shall be provided for the reconstruction of all the streets within the polygon bounded by Ali Baba Avenue, NW 150th Street, NW 22nd Avenue, and NW 27th Avenue (Each roadway shall be delivered separately).

All plans, design, bid documents are to be prepared with Standard English values in accordance with applicable City of Opa-Locka manuals and guidelines, Manual of Uniform Minimum Standards for Design, Construction and Maintenance (Florida Greenbook), Florida Department of Transportation (FDOT) standards, Miami-Dade County DERM standards as well as the applicable Miami-Dade County Public Works Manual.

The design services will include the following:

- rehabilitation of the existing poor pavement
- alteration of the horizontal and vertical geometry
- utility system adjustments
- installation of a closed drainage system
- installation of signs and pavement markings
- temporary traffic management

II. SCOPE OF WORK

General scope of work:

1. Research existing as built and record drawings, supplemented with field measuring and land surveying, as necessary, to determine existing topography and site conditions.
2. Assess existing drainage infrastructure and roadway drainage characteristics.
3. Conduct and Submit hydrology and hydraulic analyses and recommendations for storm drain improvements. Obtain concurrence from the city regarding proposed improvements.
4. Prepare civil design plans that illustrate the project goals, limits, and materials, including appropriate plan views, cross-sections, notes, and details to guide a low-bid Contractor during construction. If necessary, conservative assumptions shall be made with respect to the design of the structural pavement section and curbs.
5. Coordinate design with the affected utility companies. Prepare permit applications, if necessary.
6. Communicate regularly with the City's Project Manager using telephone, email, written correspondence, and face-to-face meetings as required throughout the term of the contract.
7. Communicate with and coordinate the project infrastructure with effected utility companies. Prepare permit applications, as needed.
8. Prepare and regularly update a progress schedule for the design phase of the project. The schedule shall show 30%, 60% and 90% submittal of progress prints for City review and comment.
9. Submit plans and construction documents at the preliminary engineering for the 30%, 60%, 90%, and final for City staff review.
10. Prepare final contract plans, technical specifications, and engineer's estimate of probable cost. The final plans and specifications, in hard copy and electronic format, shall be delivered to, and become the property of, the City. The electronic format of project files shall be AutoCAD 2018 or latest version, Microsoft Word, Excel, Project, or any format agreeable with the City.
11. Prepare cost estimate to be used for budgeting and to supplement the bid documents.
12. Assist in preparing addenda that may be issued to bidders.
13. Provide reasonable reproduction of plans and specifications for use by City staff when reviewing the draft documents.
14. Attend and participate in a pre-construction conference with the responsive low-bid

Contractor.

15. Assist the Contractor, Construction Manager, Project Administrator, and Inspector with the interpretation of plans and specifications, prepare response to contractor's RFI requests, review of change orders, development of corrective action, limited construction observations, review of submittals, as-built review, and final certifications.

Project Activity 1: Project Management

Task No. 1 Project Management

This task includes general project management services to execute the project scope of work including meetings with the City staff, sub-consultant management, schedule management, project supervision and coordination, quality control of the project. LOCHNER will attend project meetings with the City and other groups as required for the design of the project. Services include preparation, travel, attendance, supporting graphics and documentation in the form of meeting notes. LOCHNER will attend public meetings/hearings with the Town, as required.

Project Activity 2: Preliminary Engineering

Task No. 2 Preliminary Engineering

This task includes as-builts review, atlas map review, previous study report review, preliminary utility coordination, field visits, preparation of preliminary plans. The Consultant will obtain plans from private and public utilities within the project limits and plot the information on the prepared base plans.

Project Activity 3: Surveying

Task No. 3 Surveying

The surveys will be prepared in accordance with the Standard of Practice requirements for Surveying and Mapping in the State of Florida as set forth by Chapter 5J-17 of the Florida Administrative Code, pursuant to Florida Statutes Chapter 472.027. The survey work will be performed by a sub-consultant.

The topographic survey within the project limits shall include the following:
Establish horizontal and vertical control; Establish coordinates and closed set of base lines for streets; Locate surface detail including signs, utility poles, driveways, isolated trees with species and sizes, fences, walks, mailboxes, etc.; Locate the edge of pavement, shoulders, sidewalks, etc.; Determine existing ground cross sections at driveways, private walkways and critical locations; Locate underground utilities that are visible or marked out in the field; Reduce, check, and plot survey data at an appropriate scale; Surface detail shall include buildings, curbs, swales, utility poles, utility covers, rights-of-way (ROWs).

Project Activity 4: Environmental Contamination Assessment

Task No. 4 Environmental Contamination Assessment

A stepped approach to addressing contamination is necessary to incorporate the Miami-Dade County Department of Regulatory and Economic Resources (RER) requirements into the design and permitting process. It is our experience that RER requires an initial evaluation of potential contamination sources prior to scoping the testing. We recommend that a meeting with RER be scheduled to discuss a proposed sampling plan followed by the submittal of a sampling plan for their review and comment. Once this process is complete, a separate proposal for conducting the agreed testing and permitting will be provided with Additional Service Agreement (ASA) and additional fees. The fees shown on this proposal is only for initial work not including required testing services and additional environmental services for environmental permitting. The environmental work will be performed by a sub-consultant.

Project Activity 5: Soft Digs and Utility Verification

Task No. 5 Soft Digs and Utility Verification

Lochner shall obtain sub-surface utility verification services for selected locations only and shall be performed by a sub-consultant.

Project Activity 6: Right of Way Research

Task No. 6 Right of Way Research

LOCHNER will research the roadway layout within the project limits for information regarding parcel ownership, deed restrictions, utility easements, etc. at the City Planner's office. Applicable information obtained through ROW research will be drafted on the base plan. The City shall be responsible for obtaining additional right of way from private owners as applicable. LOCHNER shall prepare legal descriptions for additional right of way with Additional Service Agreements (ASA).

Project Activity 7: Final Engineering

Task No. 7. Final Engineering

This task includes preparation of final plans, details, specifications. City review comments as applicable will be implemented in this phase of the project.

Project Activity 8: Permitting

Task No. 8. Permitting

This task includes preparation of permit applications and permit plans submittal to DERM, Miami-Dade Building Department, City of Opa-Locka as applicable. Agency review comments will be implemented as applicable.

Project Activity 9: Construction Cost Estimate

Task No. 9. Construction Cost Estimate

Lochner shall prepare opinion of probable construction cost for the proposed roadway and drainage improvements project.

Project Activity 10: Bidding Assistance

Task No. 10. Bidding Assistance

This task includes preparation of Technical Specifications and Bid Form as applicable. The City shall provide Front End document for bidding. LOCHNER shall review the Front End documents prepared by the City. LOCHNER shall attend pre-bid conference as required and provide limited bid evaluation for submitted bids. LOCHNER will also issue addenda to interpret and/or clarify the bidding documents; assist the City in determining the acceptability of alternatives proposed by contractors, attend the bid opening, prepare bid tabulation sheets, and assist the City in evaluating bids or proposals. LOCHNER shall also assist the City in selecting a contractor and awarding the construction contract.

Project Activity 11: Engineering during Construction

Task No. 11. Engineering during Construction

LOCHNER shall provide construction phase services limited to interpretations and clarifications of the contract documents, and field observation to assess substantial completion and punch list items. This task includes review of shop drawings, change orders, pay orders, response to contractor's RFI questions, construction observation, as-built review, and final certification. LOCHNER shall provide limited field visits for construction observation. The City shall perform all required inspections. LOCHNER shall attend one (1) pre-construction meeting and up to ten (10) construction progress meetings. All construction meetings shall be arranged and supervised by the City staff.

III. SUB-CONSULTANTS

Sub-consultants for environmental assessment, sub-surface utility investigation and surveying is required for the proposed work effort.

IV. SCHEDULE OF WORK – TIME OF PERFORMANCE

A schedule, indicating actual delivery dates, will be provided to the City upon receipt of the NTP.

V. COMPENSATION

Consultant shall perform the Work detailed in this Proposal for a Total fee of Six Hundred One Thousand Eight Hundred Ninety Six Dollars and Zero Cents (\$601,896.00). The City shall be liable for any permit application fee, and reimbursable expenses. Final deliverable shall include Construction Plans, Cost Estimate, Technical Specifications, Bid documents, and limited post design services. Cost breakdown is shown below.

Commerce North - Roadway and Drainage Improvements								
Task		Civil Engineering Services	Roadway Engineering Services					Task Subtotal
		Task Subtotal	Task Subtotal	Soft Digs & Sub-surface Utility Investigation	Environmental (initial work)*	SURVEYING	Task Subtotal	
1	Project Management	\$16,020.00	\$38,520.00					\$54,540.00
2	Preliminary Engineering	\$33,300.00	\$87,000.00					\$120,300.00
3	Surveying					\$58,350.00	\$58,350.00	\$58,350.00
4	Environmental Assessment				\$21,256.00		\$21,256.00	\$21,256.00
5	Soft Digs and Utility Verification			\$50,000.00			\$50,000.00	\$50,000.00
6	Right of Way Research	\$1,800.00	\$1,800.00					\$3,600.00
7	Final Engineering	\$40,800.00	\$145,350.00					\$186,150.00
8	Permitting	\$18,600.00	\$7,200.00					\$25,800.00
9	Construction Cost Estimate	\$4,200.00	\$10,500.00					\$14,700.00
10	Bidding Assistance	\$7,200.00	\$7,200.00					\$14,400.00
11	Engineering during Construction	\$26,400.00	\$26,400.00					\$52,800.00
Total Amount		\$148,320.00	\$323,970.00					\$601,896.00

* Additional environmental scope and fees will be required following initial work

VI. DATA PROVIDED BY CITY

The following information or documents are to be provided by the City:

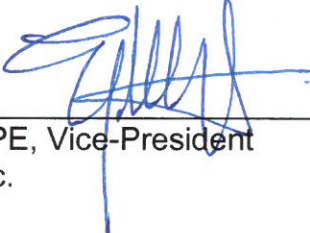
1. Basic criteria for project design including record drawings (as available), and preprinted portions of the "front-end" specifications for coordination with the technical specifications.
2. Printing and distribution of final bid documents, unless requested as an additional service.

VII. EXCLUSION

This Proposal does not include permit fees, inspection fees, Construction Engineering and Inspections (CEI) services, additional required environmental services/testing/permitting described in RES Consulting Florida's proposal, Geotechnical Engineering Services, Right of Way acquisition services, design service for intersection/signalization, mid-block crossings, traffic studies, potable water or sanitary sewer improvements except incidental work.

VIII. PROJECT MANAGER

CONSULTANT'S Project Manager for this Work Order assignment will be Manuel A. Sauleda, PE.

Submitted by: 
Edwin Mojena, PE, Vice-President
HW Lochner, Inc.

Reviewed and approval in concept
Recommended by:

Mr. Airia Austin
City of Opa-Locka Public Works Director



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Compliance
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

August 4, 2022

Mr. Mohammed Sharifuzzaman, P.E.
Senior Drainage Design Engineer
Lochner
8750 NW 36th Street, Suite 360
Doral, FL 33175

RE: Opa-locka – Commerce North: Roadway & Drainage Improvements
Map of Route\Topographic Surveys

Dear Mohammed:

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this proposal for Professional Surveying Services for the above referenced project. Based on the information provided, the task is to provide route\topographic surveys for the City of Opa-locka Roadway and Drainage Improvement project within the Commerce North area. Please consider the following scope of services, schedule and fee.

Overview:

The limits of the project are defined per the Scope of Work exhibit as all the streets within the polygon bounded by Ali Baba Avenue, NW 150th Street, NW 22nd Avenue, and NW 27th Avenue. The limits of survey for any of the above-identified "bounded by" streets will consist of 100 ft. each way from the centerline of of any intersection street within the Complex North project area.

Scope of Services

1. The survey will show the platted right-of-way lines, platted easements and adjacent adjoining recorded plats within the designated corridor.
2. All above ground improvements within the project limits will be field collected, with horizontal locations and vertical elevations being provided for such items as edge-of-pavement, sidewalks, driveways, access points \ curb cuts and visible above ground utilities.
3. Visible above ground utilities refer to the visible structures (e.g., manholes, valve boxes, inlets, risers, etc.) typically associated with storm drainage, sanitary sewer, potable water, electric, gas, telephone and cable television and pipe sizes for any accessible underground utility or drainage structures will be obtained.
4. A grid of cross section elevations will be obtained at a maximum of 50 ft. intervals together with any grade breaks, swales, mounds or other definitive elevation change throughout the roadway corridor.

Page 2
August 4, 2022
Mr. Mohammed Sharifuzzaman, P.E.
Lochner

5. Data for pipe sizes, type of material, direction of flow and invert elevations will be obtained for any accessible manholes of storm and sewer manholes\inlets within the project limits including the next structure in the line of flow outside of the project limits
6. All trees within the designated rights-of-way, with at least a 3-inch caliper or greater, will be located and identified on the survey with unique tree symbol for each common name tree species and tree diameter.
7. Survey data will be referenced vertically to National Geodetic Vertical Datum of 1929 (NGVD29) and horizontally to Florida State Plane Coordinates, North American Datum 83/90 (NAD 83/90).
8. The surveys will be prepared in accordance with the Standards of Practice requirements for Surveying and Mapping in the State of Florida as set forth by Chapter 5J-17 of the Florida Administrative Code, pursuant to Florida Statutes Chapter 472.027.

Fee and Schedule

The lump sum fee to complete the above referenced Scope of Services is Fifty-Eight Thousand Three Hundred Fifty Dollars (\$ 58,350.00) with an estimated time of completion of six to eight (6-8) weeks upon a Notice-to-Proceed. We appreciate the opportunity to provide this proposal and if you have any questions or comments regarding, please contact me.

TERMS AND CONDITIONS

1. INVOICE & PAYMENT STRUCTURE. CGA will invoice Client on a monthly basis. All payments are due to CGA within 30 days of invoice receipt. Payments owed to CGA but not made within 45 days of invoice date shall bear simple interest at the rate of 1.5% per month. If payment is not received within 45 days of invoice date, Services will be discontinued until all invoices and interest are paid in full.
2. CHANGES TO SCOPE OF SERVICES. Any changes to Services between Client and CGA shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. No changes shall be binding absent a written Amendment executed by both Parties.
3. TERMINATION. Either party may terminate this Agreement (consisting of the proposal and these Additional Terms and Conditions) upon 10 days written notice, with or without cause. In case of such termination, CGA shall receive payment for work completed up to and including the date of termination within 15 days of the termination. Upon receipt of notice of termination, CGA shall discontinue all services and work in connection with the performance of this Agreement and shall deliver to Client, in electronic and/or other formats all finished and unfinished documents and work product prepared by CGA under this Agreement. CGA shall not be responsible or liable in any manner for Client's use of unfinished work product or documents listed above.
4. CLIENT OBLIGATIONS. Client shall timely provide all data information, plans, specifications, and documentation required by CGA to perform Services at no cost to CGA.
5. LIMITS OF LIABILITY. EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CGA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM CLIENT'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CGA OR CLIENT BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF CLIENT OR CGA UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO CGA PURSUANT TO THIS AGREEMENT.
6. PERFORMANCE STANDARDS. CGA shall perform Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession performing substantially same services.
7. INDEPENDENT CONTRACTOR & THIRD-PARTY RELIANCE. CGA is an independent contractor, and neither CGA, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Client. Agreement is intended for the mutual benefit of the Parties hereto and no third-party rights are intended or implied. Consultant and its agents, servants, and/or employees, while acting within the scope of this Agreement shall be deemed to be an agent of the Municipality for purposes of Florida Statute 768.28 when applicable.
8. ASSIGNMENT AND SUBCONTRACT. Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Client, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Client. Consultant may subcontract any or all of the services to its Affiliates without notice to Client. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Client prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and

TERMS AND CONDITIONS

subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

9. INSURANCE. (A.) CGA shall procure and maintain and shall cause any subcontractor of CGA to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to CLIENT. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. (B.) Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. (C.) Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent consultants and products. The policy shall contain a severability of interest provision and shall be endorsed to include CLIENT and CLIENT's officers, employees, and CGAs as additional insureds. (D.) Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate. (E.) Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident. (F.) CLIENT shall be named as an additional insured on CGA's insurance coverage. (G.) Upon request, CGA shall submit certificates of insurance acceptable to CLIENT.
10. DISPUTE RESOLUTION & ATTORNEY FEES. In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation. The cost thereof shall be borne equally by each Party. In the event of dispute litigation to enforce any of the terms herein, the prevailing Party shall be entitled to recover reasonable attorneys' and consultants' fees.
11. GOVERNING LAW AND VENUE. Agreement shall be construed under and governed by the laws of the State of Florida, excluding the conflict of laws provisions thereof. Any action under this Agreement shall be brought in the state and federal courts serving Miami, Florida and each Party hereby submits to the jurisdiction of such courts.
12. COUNTERPARTS & WAIVER. Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original. Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.
13. ENTIRE AGREEMENT. Agreement, along with exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidity of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

ACCEPTANCE OF AGREEMENT

Calvin, Giordano & Associates, Inc.

Steven M. Watts, PSM
Director of Survey

Date _____

Lochner

Mr. Mohammed Sharifuzzaman, P.E.
Senior Drainage Design Engineer
Lochner

Date _____



August 12, 2022

Mohammed Sharifuzzaman, P.E.
Senior Drainage Design Engineer
LOCHNER
8750 NW 36th Street, Suite 360
Doral, FL 33178

**Subject: Proposal for Contamination Support Services
Commerce North-Roadway and Drainage Improvements
Area defined by Ali-Baba Avenue, NW 150th Street, NW 22nd Avenue, and NW 27th Avenue
Opa Locka, Miami-Dade County, Florida
RES Proposal Number 7-0802-P01**

Dear Mr. Sharifuzzaman:

RES Consulting Florida, LLC (RES) is pleased to submit this proposal for providing contamination support to your team for the above-referenced project. Included, and incorporated as part of this proposal, is an outline of the project information provided to us, the proposed scope of services, our fee, the proposed schedule, and authorization procedures including the terms and conditions governing the project.

BACKGROUND INFORMATION

Our understanding of the project is based upon communication with you and the following documents that you provided to us:

- Scope of Work for Commerce North - Roadway and Drainage Improvements
- Design Criteria Package Project Indicative Plans dated April 01, 2016, prepared by EAC Consulting, Inc. for Zone 6 Infrastructure Improvements
- Sheet C-1.00 from the Design Criteria Package marked with an outline of the project area

The following outlines our understanding of the project:

We understand that Lochner is providing a proposal to the City of Opa Locka to provide the scope of services outlined in the Scope of Work document referenced above. In essence, the scope is to provide design services necessary for the preparation of contract plans, technical specifications, and an engineer's estimate for the project. We understand that there are contamination concerns in the area and therefore you have requested a proposal for us to provide those services to you and your team as the project is designed.

We conducted a cursory review of regulatory agency files for known contaminated sites within the project area. There are several sites with documented contamination in the project area. Contamination is related to historic activities and includes petroleum, chlorinated solvents and metals.

As we have discussed, a stepped approach to addressing contamination is necessary to incorporate the Miami-Dade County Department of Regulatory and Economic Resources (RER) requirements into the design and permitting process. It is our experience that RER requires an initial evaluation of potential contamination sources prior to scoping the testing. We recommend that a meeting with RER be scheduled to discuss a proposed sampling plan followed by the submittal of a sampling plan for their review and comment. Once this process is complete, a separate proposal for conducting the agreed testing can be provided.



PROPOSED SCOPE OF SERVICES

RES will review historical and regulatory information for the area bound by Ali-Baba Avenue to the south, NW 150th Street to the north, NW 22nd Avenue to the east, and NW 27th Avenue to the west. The area to be reviewed will include an approximate 500-foot buffer area around the drainage locations. Historical records may include aerial photographs, topographic maps and city directories. Regulatory records review will include a review of records from the Florida Department of Environmental Protection and Miami-Dade County online environmental record databases. These documents will be reviewed to identify historical land use, environmental permits and non-compliance issues that resulted in contamination, assessment or remediation data for us to identify known or suspect contamination sources that could impact the project. We will also conduct an area reconnaissance of the project to ground truth the information obtained and reviewed and look for obvious indications of contamination sources that were not otherwise identified during the records review.

Based upon the data collected, RES will prepare a summary report and preliminary scope of testing to present to RER. We will request a meeting with RER and present the findings and sampling scope, as appropriate. Based upon the results of the meeting, we will prepare and submit a proposed sampling plan to RER for their review and comment. It is common for RER to request additional information and we have included time for us to prepare the documentation needed to respond to one request for additional information.

RES will prepare a health and safety plan, dust suppression/monitoring plan and soil management plan for the project. These documents are required as part of the County's permitting process and must be approved by RER prior to issuance of County construction permits. These documents will obligate the contractor to implement certain soil management provisions, dust suppression, health and safety actions and air monitoring. Certain parts of this information will be required to be provided to us by you. Examples of information needed will be construction methods, stormwater pollution prevention plans, schedules and proposed soil management activities.

RES' deliverables will be prepared on behalf of our Primary Client for their exclusive use. If you wish to have a third party rely on this report, that party must execute a Secondary Client Agreement with RES. Use of this report for purposes beyond those reasonably intended by our Primary Client and RES will be at the sole risk of the user.

RES will perform its services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of RES' profession practicing in the same or similar locality at the time the Services are performed.

ADDITIONAL ASSESSMENT

The work outlined in this section is not included in this proposal but, will be required as part of the project. Until the meeting with RER and sampling plan is submitted and approved by that agency, it is not possible for us to provide accurate pricing on this portion of the work. There is a possibility that additional steps not mentioned in this section may also be required.

Upon acceptance of the sampling plan scope by RER, we will prepare a written scope and fee to reflect that scope of services. It is important to note that RER may require additional testing than will be proposed or the team may benefit from additional testing beyond the scope outlined in the approved sampling scope.

Upon approval of the testing proposal, RES will mobilize and conduct the testing as outlined. This will require utilities to be located, a drilling contractor to mobilize and install monitoring wells and/or soil borings, samples collected and sent to a Florida accredited laboratory for analysis.

Drainage design may need to be altered based upon the results of the testing. Once the results of the testing are known, RES will work with the team to identify how contamination may impact the project and to discuss if additional testing is prudent or may be required and if drainage design requires modification.



RES will also provide technical support and supporting documentation related to contamination that will be necessary for obtaining a RER Class VI permit. This permit application will require that LOCHNER present a combination of drainage design information (to be provided by you) and contamination (to be provided by RES) on the same exhibits. RES can assist with this process.

ASSUMPTIONS/CONSIDERATIONS

The services proposed herein are based upon the following:

- All meetings will be virtual. No in person meetings are included.
- No private properties will be entered during our area reconnaissance.
- No federal funds are being used for this project, therefore no federal agency or compliance with the National Environmental Policy Act is required.
- Our documents will be reviewed by you, but no other agency reviews and revisions will be needed.
- This is a preliminary scope that does not include testing, but the scope outlined herein will be used to determine the testing that will be required. We cannot guarantee any regulatory approvals by RER.
- No additional environmental or engineering services will be provided. If ecological or tree surveys are needed, please let us know so we can modify our scope.
- Our fee does not include any regulatory agency permit or review fees.

FEE

We propose to perform the above scope of services for a lump sum fee of \$21,256. You will be invoiced monthly for services completed. If unforeseen conditions should require services beyond the scope of services described herein, we will notify you promptly of additional costs necessary to complete the project, prior to proceeding. Services beyond those described herein would be invoiced in accordance with our standard schedule of fees at the applicable rates. Please note that payment of each invoice is due upon receipt.

SCHEDULE

We can complete the scope outlined based on the following schedule, starting from our receipt of authorization to proceed:

- Records review, summary report and sampling plan can be provided within four to five weeks;
- We can prepare for and conduct a meeting with RER within one additional week (pending their staff availability);
- Within one week following the RER meeting, we can submit the sampling plan to them for their review.

If we are unable to obtain information necessary to complete the project within this time frame, we will inform you in a timely manner and obtain your concurrence on extending the evaluation time period, or terminating that aspect of the evaluation, and preparing our report without the benefit of that information.

AUTHORIZATION

As our written authorization, please complete, sign and return one copy of the attached Services Agreement along with the retainer. A scanned version of the executed Services Agreement can be emailed to us. Please note that the terms and conditions contained within the Services Agreement are a part of this proposal.



PURSUANT TO FLORIDA STATUTES SECTION 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact us at 954-484-8500.

Sincerely,

RES FLORIDA CONSULTING, LLC

Kathryn Eisnor
Senior Scientist

Nadia Locke, PE, LEED AP
Chief Engineer

Attachments: Services Agreement

SERVICES AGREEMENT

Project Name Commerce North Roadway Drainage Improvements
 Project Location Area defined by Ali-Baba Avenue, NW 150th Street, NW 22nd Avenue, and NW 27th Avenue, Opa Locka, FL
 Proposal No. and Date 7-0802-P01 August 12, 2022

CLIENT

Name: Lochner

Authorized Contact Person: _____

Address: _____

Phone Number: _____

Fax Number: _____

Address Billing to: _____

Special Instructions: _____

TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** RES Florida Consulting, LLC d/b/a E SCIENCES ("E SCIENCES") is an independent consultant. For valuable consideration received, E SCIENCES agrees to provide Client, for its sole benefit and exclusive use, the consulting services ("Services") set forth in the proposal referenced above ("Proposal"), which is incorporated by reference. There are no third party beneficiaries to this Services Agreement ("Agreement").
2. **STANDARD OF CARE.** E SCIENCES will perform its services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of E SCIENCES' profession practicing in the same or similar locality at the time the Services are performed. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED.
3. **PAYMENT TERMS.** Client agrees to pay E SCIENCES' invoice within 30 days from the date of E SCIENCES' invoice. Client agrees to pay 1.5% per month, or highest rate allowed by law, which ever is lower, on the past due amount from the date of the invoice plus hourly rates for E SCIENCES' employees, expenses and attorneys fees incurred by E SCIENCES to collect the amount due E SCIENCES under this agreement. E SCIENCES may suspend services if payment of any invoiced amount is not received by E SCIENCES, within 30 days. Client receipt of invoice will be presumed three days after mailing with adequate first class postage attached. Timely payment of E SCIENCES' invoices shall be a condition precedent to any claim against E SCIENCES and failure to timely pay any invoice shall constitute a waiver of any and all claims against E SCIENCES, including but not limited to those related to the Services described in this Proposal.
4. **INSURANCE.** E SCIENCES maintains the following insurance coverage:
 - a. Worker's Compensation Insurance - statutory amount.
 - b. Commercial General Liability Insurance - \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - c. Automobile Liability Insurance- \$1,000,000 combined single limit.
 - d. Professional Errors & Omissions - \$1,000,000 per claim/\$2,000,000 aggregate.
5. **SAMPLE AND WASTE DISPOSAL.** Samples generally are consumed or altered during testing and are disposed of immediately upon completion of tests. If Client wishes E SCIENCES to retain any samples, at Client's written request, E SCIENCES will use its best efforts to retain preservable samples or the residue therefrom but only for a mutually acceptable time and for an additional charge. E SCIENCES reserves the right to refuse storage of any samples. Client agrees that E SCIENCES is not responsible or liable for loss of samples retained in storage. If Client requests E SCIENCES to containerize drilling wastes and/or fluids produced by E SCIENCES' activity ("Wastes"), Client will provide a secure storage location at or near the project site to prevent tampering with the Wastes. E SCIENCES will dispose of non-hazardous Wastes for an additional charge at an appropriately licensed facility. In the event that Samples or Wastes contain asbestos, toxic or hazardous constituents ("Contaminants"), E SCIENCES will either: 1) return the Samples or Wastes to Client for proper disposal; or 2) using a manifest signed by Client as generator and for an additional fee, have the Samples or Wastes transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of Samples and Wastes. Client recognizes and agrees that E SCIENCES is acting as a bailee, and at no time assumes title, constructive or express, to such Samples or Wastes.
6. **INDEMNITY.** Client agrees to defend, indemnify and save harmless E SCIENCES from all claims, including negligence claims, suits, losses, personal injuries, death and property liability arising from or related to this Agreement, whether such claims or damages are caused in whole or in part by E SCIENCES, and agrees to reimburse E SCIENCES for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Services provided by E SCIENCES. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any. Client's obligation to defend is severable from the indemnity obligations contained herein.
7. **DOCUMENTS.** All documents generated by E SCIENCES under this Agreement ("Work Product"), shall be E SCIENCES' sole property. E SCIENCES will furnish Client the agreed upon number of written reports and supporting documents for Client's exclusive internal use and reliance and for regulatory submittal in connection with the project or Services. Client agrees that under no circumstances shall any Work Product be distributed to any third parties, be published, used in advertising, or be reused at any location or for any project not expressly provided for in this Agreement without E SCIENCES' prior written permission. Any unauthorized use or distribution of E SCIENCES' Work Product shall be at Client's and recipient's sole risk and without liability to E SCIENCES.

If Client wishes to distribute E SCIENCES' Work Product to any third party, or desires any third party to rely on E SCIENCES' Work Product, Client and the third party must first contact E SCIENCES and execute E SCIENCES' Standard Secondary Client Agreement. Reports provided for disclosure of information only will not require a separate agreement. E SCIENCES makes no representation as to the suitability of E SCIENCES' report for the third party's purposes. Client acknowledges that E SCIENCES' report(s) shall reflect conditions only at the time of the study and may not reflect conditions at a later time. Client acknowledges that any request for E SCIENCES to release its Work Product to a third party creates a potential conflict of interest and agrees that its request for E SCIENCES to release any Work Product to a third party shall serve as a waiver of any conflict of interest.

Client agrees that all Work Product furnished by E SCIENCES, if not paid for pursuant to the terms hereof, or if improperly used, published or distributed, shall be returned to E SCIENCES upon demand, and will not be used for any purpose whatsoever. E SCIENCES may retain a file copy of its Work Product and related documents, including Client-provided documents.

E SCIENCES' Work Product provided to Client shall be the official base document. Any modifications of the Work Product by Client or its representatives shall be at Client's sole risk and without liability to E SCIENCES.

8. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND FOR ADDITIONAL CONSIDERATION OF \$10.00, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, CLIENT AGREES THAT E SCIENCES' LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR TO ANY THIRD PARTY, DUE TO E SCIENCES' BREACH OF CONTRACT OR NEGLIGENT PROFESSIONAL ACTS, ERRORS OR OMISSIONS, WILL BE LIMITED TO \$50,000 OR AN AGGREGATE OF THE TOTAL FEES PAID BY CLIENT TO E SCIENCES UNDER THE PROPOSAL, WHICHEVER IS GREATER.

NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

CLIENT SHALL NOT BE ENTITLED TO ASSERT A CLAIM AGAINST E SCIENCES BASED ON ANY THEORY OF PROFESSIONAL NEGLIGENCE OR VIOLATION OF THE APPLICABLE STANDARD OF CARE UNLESS AND UNTIL CLIENT HAS OBTAINED THE WRITTEN OPINION FROM A LICENSED, INDEPENDENT AND REPUTABLE ENGINEERING AND/OR ENVIRONMENTAL PROFESSIONAL, AS APPROPRIATE TO THE SERVICES RENDERED, THAT E SCIENCES HAS VIOLATED THE APPLICABLE STANDARD OF CARE. CLIENT SHALL PROMPTLY PROVIDE SUCH WRITTEN INDEPENDENT OPINION TO E SCIENCES, AND THE PARTIES AGREE TO ENDEAVOR IN GOOD FAITH TO RESOLVE THE CLAIM WITHIN 30 DAYS FROM THE DATE SUCH WRITTEN OPINION IS FURNISHED TO E SCIENCES.

9. **SITE RESPONSIBILITY.** E SCIENCES' services do not include supervision or direction of the means, methods or actual work of contractor(s) not retained by E SCIENCES. The presence of any E SCIENCES' representative will not relieve the contractor(s) of its responsibility to perform the work in accordance with the plans and specifications. Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with Client safety requirements and OSHA regulations. It is agreed that E SCIENCES is not responsible for job or site safety or security, and that E SCIENCES does not have the right or duty to stop or regulate the work of others.

10. **SITE OPERATIONS.** Client will arrange for right-of-entry to the property and will execute any necessary site access agreement. Client shall provide E SCIENCES with an accurate description of the job site, all available site information, and all documents deemed necessary by E SCIENCES. Unless otherwise stated in the proposal, Client will be responsible for establishing test or boring locations. Field tests or boring locations described in E SCIENCES' report or shown on sketches are based on specific information furnished by others or estimates made in the field by E SCIENCES' personnel. Such dimensions, depths or elevations are approximations. Unless otherwise stated in the Proposal, E SCIENCES' charges do not include costs of restoration of damage, which may result from the Services. E SCIENCES is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties.

11. **CLIENT DISCLOSURE.** Client agrees to advise E SCIENCES of any hazardous substance or any condition on or near the site that presents a potential danger to human health, the environment, or E SCIENCES' equipment. E SCIENCES does not assume control of or responsibility for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local agencies as required by law, or to otherwise make timely disclosure of any information that may be necessary to prevent damage to human health, safety, or the environment. Client acknowledges that E SCIENCES may be required to make such disclosures if Client fails to do so, and agrees to hold E SCIENCES harmless for any such disclosure.

12. **TERMINATION.** Either party may terminate this Agreement without cause upon 14 days' prior written notice. In such event, Client shall take possession of the premises and the materials and equipment paid for and belonging to Client, and E SCIENCES shall be paid for all Services performed to the date of termination. In the event Client requests termination, E SCIENCES shall also be paid all reasonable costs incurred in project close out. This Agreement will terminate automatically upon the insolvency of Client or upon Client seeking protection under the bankruptcy laws of the United States.

13. **TESTIMONY.** Should E SCIENCES or any E SCIENCES employee be requested or compelled by E SCIENCES to provide testimony or other evidence by any party in relation to the Services, and E SCIENCES is not a party to the dispute, E SCIENCES shall be compensated by Client for E SCIENCES' preparations, document retrieval, document reproduction and testimony at appropriate unit rates. E SCIENCES shall provide expert witness testimony pertaining to any Services at premium rates of 1.5 times E SCIENCES' standard rates. Client agrees to provide reasonable travel, lodging and meal expenses as required.

14. **FORCE MAJEURE.** E SCIENCES shall not be liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results from circumstances beyond the control of E SCIENCES. In the event of such a force majeure, the time for E SCIENCES' performance shall be extended for the duration of the force majeure event. This provision shall not excuse Client's obligation to make payments when due.

15. **UNANTICIPATED CONDITIONS.** Should E SCIENCES encounter conditions at any site which were not reasonably anticipated or which increase the risk involved in E SCIENCES' completion of Services, upon notice to Client, E SCIENCES in its sole discretion may: a) continue with the Services to completion; b) suspend activities and prepare a Change Order Request prior to proceeding; or c) terminate all Services. Such termination shall not be a breach of this Agreement by E SCIENCES.

16. **OPINIONS OF PROBABLE COST.** If included in the Proposal, E SCIENCES will provide opinions of probable cost for installation of materials, remediation or construction based upon E SCIENCES' experience on similar projects. However, such opinions are intended to provide information on the magnitude of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in writing by E SCIENCES. Client understands the actual cost of work depends on many factors beyond E SCIENCES' control and may vary significantly from E SCIENCES' estimate.

17. **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** The Parties agree that the provisions of this Agreement shall control and govern over any orders, such as Purchase Orders or Work Orders or other form writings issued or signed by the parties ("Orders"), and that such forms may be issued by Client to E SCIENCES without altering the terms hereof, regardless of any contrary language appearing on the Order.

18. **GOVERNING LAWS/VENUE.** The laws of the state of Florida shall govern this Agreement. Venue for any dispute arising out of this Agreement shall be in Orange County, Florida. The parties each had an opportunity to review and negotiate this Agreement and this Agreement shall not be construed more strictly against one party as drafter. All causes of action, including but not limited to actions for indemnification and contribution, arising out of or related to this Agreement shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than the date of issuance of E SCIENCES' final invoice for the Services. Each of the

parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

19. **SURVIVAL.** All provisions of this Agreement for indemnity, limitation of liability, document control or allocation of responsibility or liability between Client and E SCIENCES shall survive the completion of the Services and/or the termination of this Agreement.
20. **SEVERABILITY.** In the event any part of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the parties.
21. **ASSIGNMENT.** Either party may not assign this Agreement without the prior written permission of the other. Client acknowledges that E SCIENCES may subcontract portions of the Services to its affiliated companies and/or utilize employees of its affiliated companies in performing the Services, without prior Client approval.
22. **INTEGRATION.** This Agreement, the Proposal and the Proposal's attachments constitute the entire Agreement between the parties and can only be changed by a written instrument signed by the parties.
23. **CONSIDERATION.** The parties agree the charges for E SCIENCES' Services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.
24. **AUTHORITY TO ENTER AGREEMENT.** The person executing this Agreement on behalf of Client hereby represents and warrants to E SCIENCES that he/she is duly authorized to execute this Agreement on behalf of Client, and that Client shall be legally bound by it. If Client's counsel is retaining E SCIENCES, such counsel represents that he/she has the authority to bind, and hereby expressly binds, Client to these terms and conditions.
25. **ATTORNEY'S FEES AND COSTS.** In the event of litigation between the parties relating to collection of E SCIENCES' unpaid invoices, E SCIENCES shall be entitled to recover all attorneys' fees and costs incurred to collect its invoices.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT THIS ____ DAY OF _____, 20__.

CLIENT NAME: _____

Authorized Agent Name: _____

Signature: _____

Title: _____

RES Florida Consulting, LLC d/b/a E Sciences

Printed Name: _____

Signature: _____

Title: _____

Exhibit B

The city of Opa-locka was incorporated in 1926 and is located within the northwestern area of Miami Dade County within a geographic area of 4.2 square miles. The city has a mixture of residential, commercial and industrial zones, in addition to a general aviation airport. The city continues to witness a growth in population it is anticipated that with the development and redevelopment initiatives the city has embraced, there will be significant growth within the next twenty years. It is therefore prevalent on the city to ensure that its infrastructure meets the current and projected needs while maintaining compliance with applicable jurisdictional standards and requirements.

The goals and objectives of this project are to improve the roadway functionality and provide public safety on the roads included in this application.

The work to be performed includes, pavement reconstruction, installation of a new drainage system, replacement of the ACP water mains and service lines, and street lighting installation.

The project is in the northeast section of the city, and it is bounded by: NW 27th Ave., NW 151st St., NW 22nd Ave., and Ali Baba Ave.

Street Name	From	To
NW 147 th St.	NW 27 th Ave.	NW 22 nd Ave.
NW 149 th St.	NW 24 th Ct.	NW 22 nd Pl.
NW 150 th St.	NW 25 th Ct.	NW 22 nd Ave.
NW 26 th Ave.	Ali Baba Ave.	NW 147 th St.
NW 25 th Ct.	NW 147 th St.	NW 151 st St.
NW 25 th Ave.	Ali Baba Ave.	NW 147 th St.
NW 24 th Ct.	Ali Baba Ave.	NW 150 th St.
NW 22 nd Pl.	NW 147 th St.	NW 149 th St.
NW 22 nd Ct.	NW 147 th St.	NW 150 th St.

PAVEMENT

The heavy load traffic in most of the roads and lack of a drainage system have caused failure in the roads, consequently, missing their top asphalt layer and exposing the base material. The new road pavement design will have concrete as the top layer. This rigid pavement will minimize the impact on the layers beneath the pavement.

Improving the roadway network under this project will allow the City to protect against the negative economic impact associated with loss of business operations and business migration. It will also improve aesthetics in the city

STORMWATER

The existing storm water system consists of several independently built facilities rather than an integrated network and do not provide the interdependency as well as an outlet feature to facilitate discharge to local canals system.

The proposed drainage system will utilize collection inlets and French drains to mitigate current flooding and it alleviate the current ponding issues. It will provide public safety, will improve surface water quality and the roadway functionality and will help city's revenue as it will facilitate business expansion.

DRINKING WATER

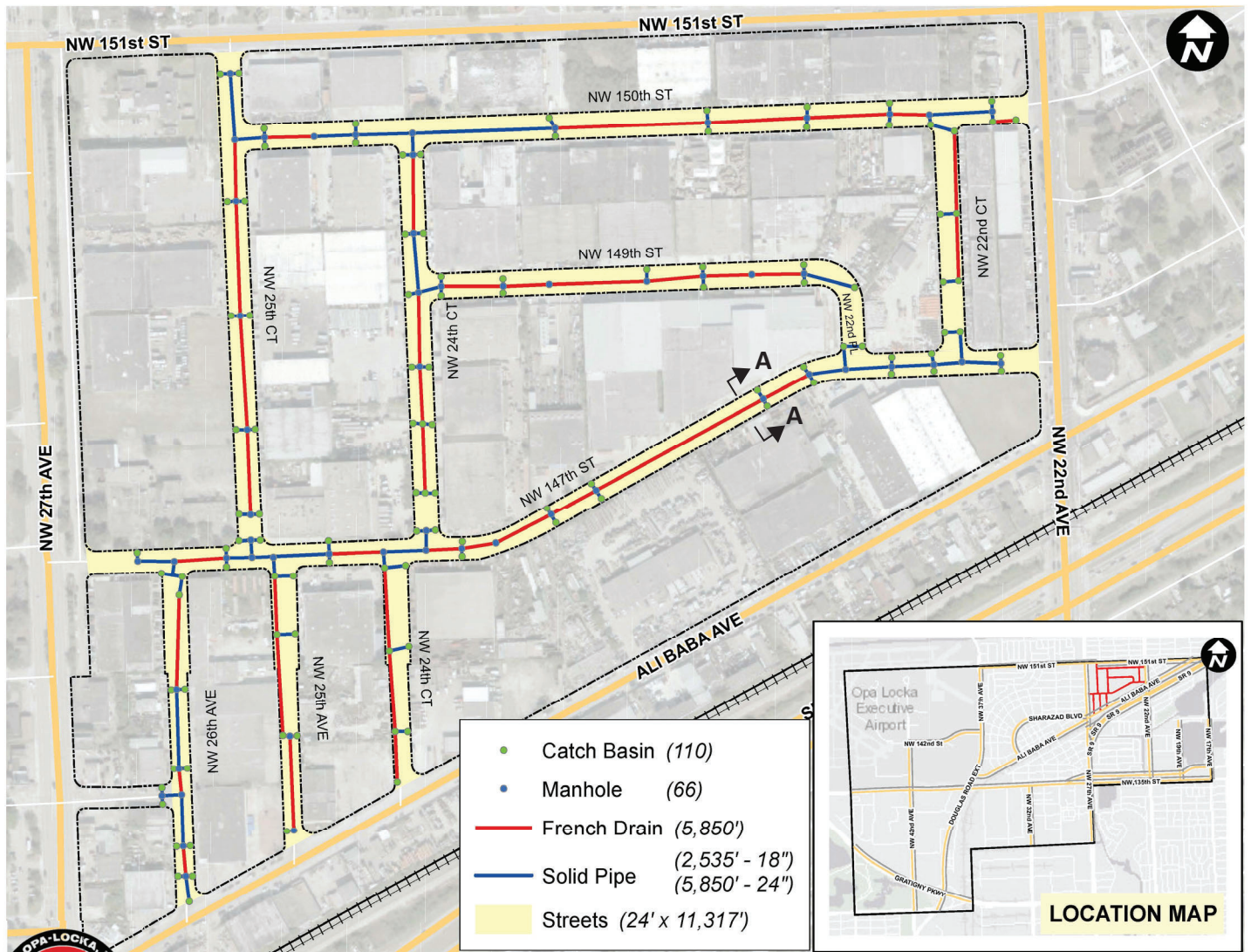
The Drinking Water system of the city is supplied by potable water from Miami-Dade Water and Sewer Department's (MDWASD).

Due to the age of the existing infrastructure, and the presence of asbestos concrete pipes (ACP), the system has experienced a significant number of failures and leaking pipes which undermines streets and roadways.

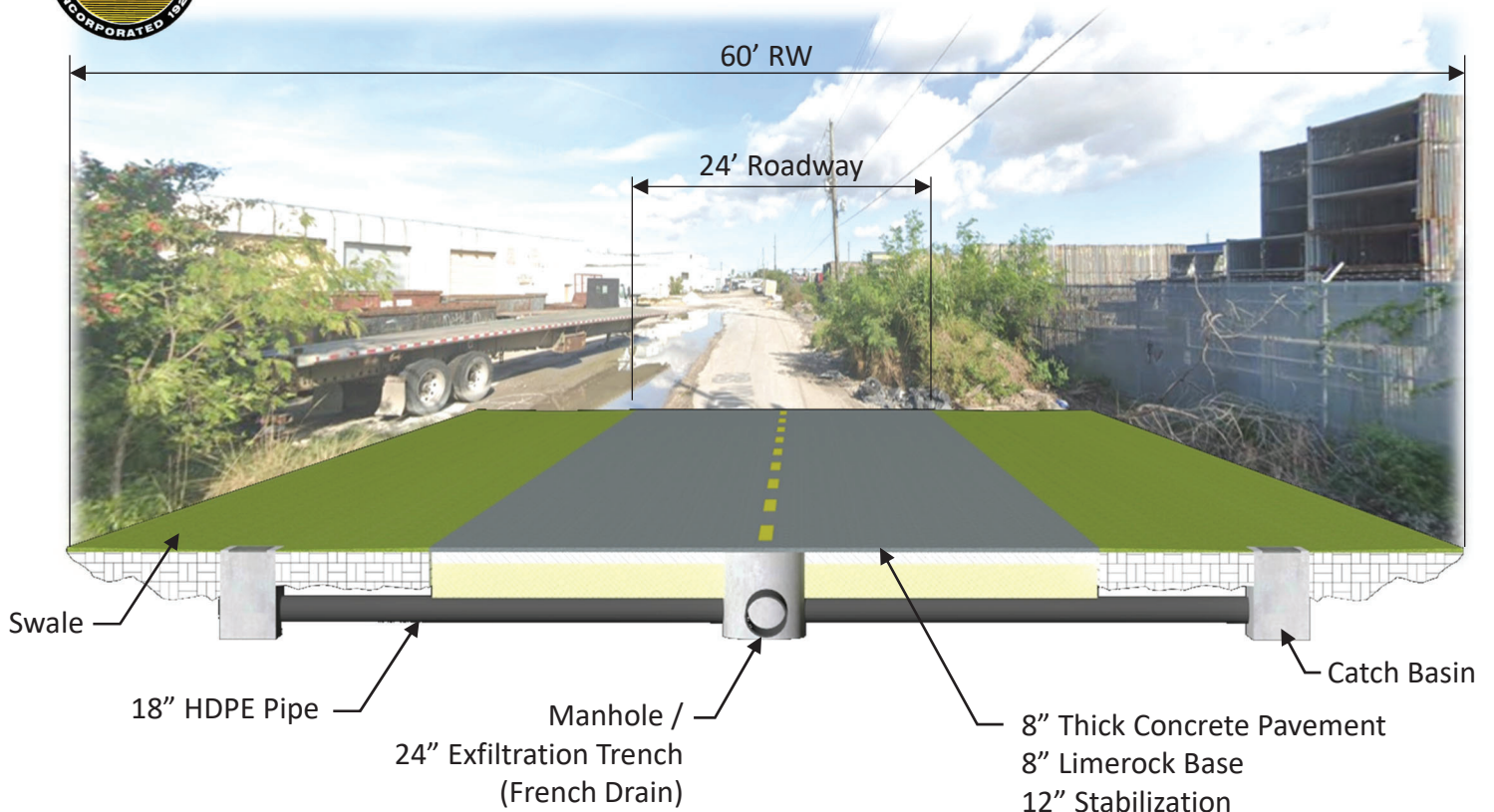
The project will replace 9,910 feet of ACP watermain with HDPE pipes. Service lines, water meters/boxes and fire hydrant will also be installed. This new drinking water system will have higher water pressures and better water quality.

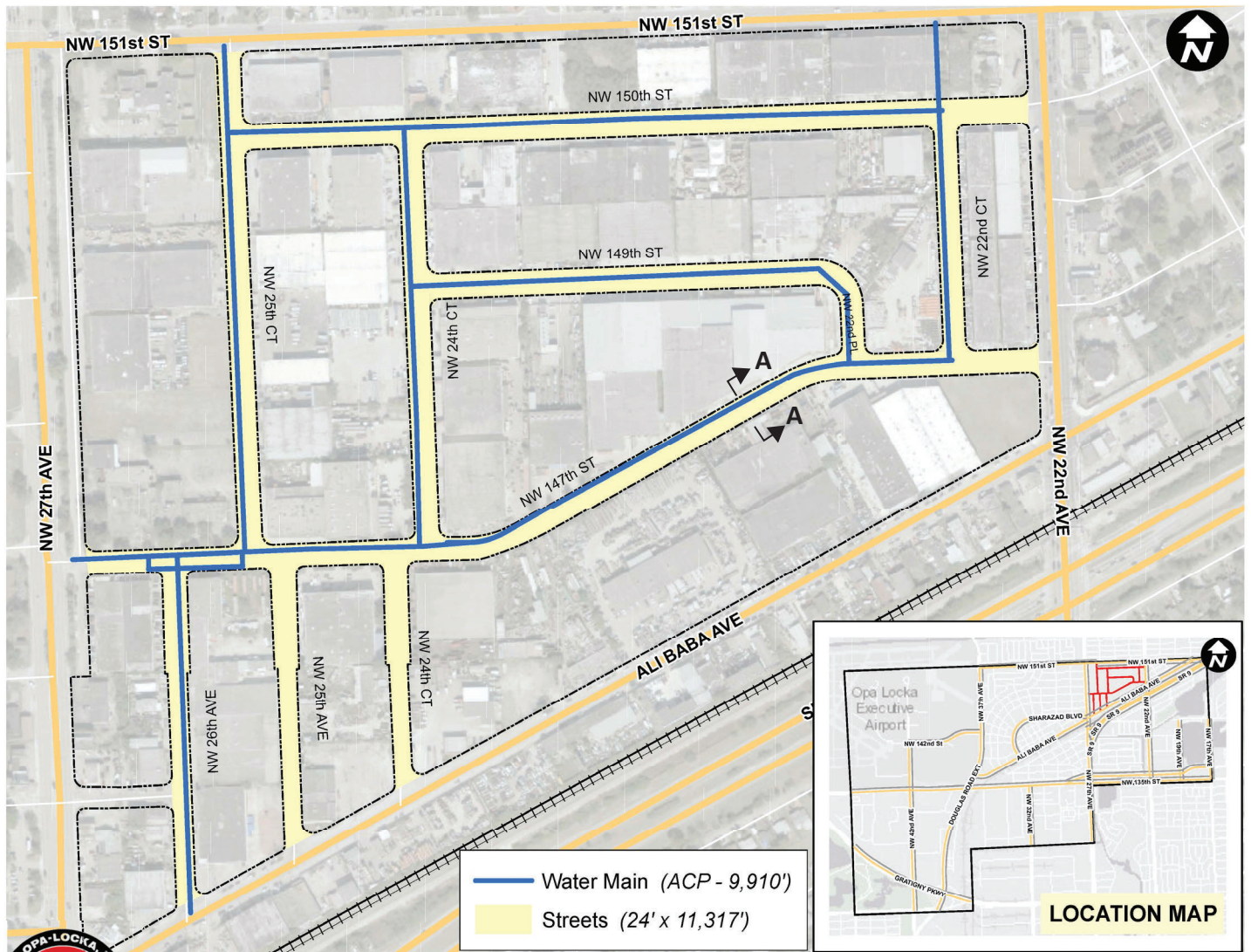
LIGHTING

Street lighting in the project area is insufficient. The installation of streetlights will provide adequate level of illumination in the public space for vehicular, bicycle, and pedestrian traffic and general public safety. The provision of streetlights at intersections can reduce nighttime crashes by making the intersection features visible to both vehicular and pedestrian traffic. It can also help to discourage street crime.

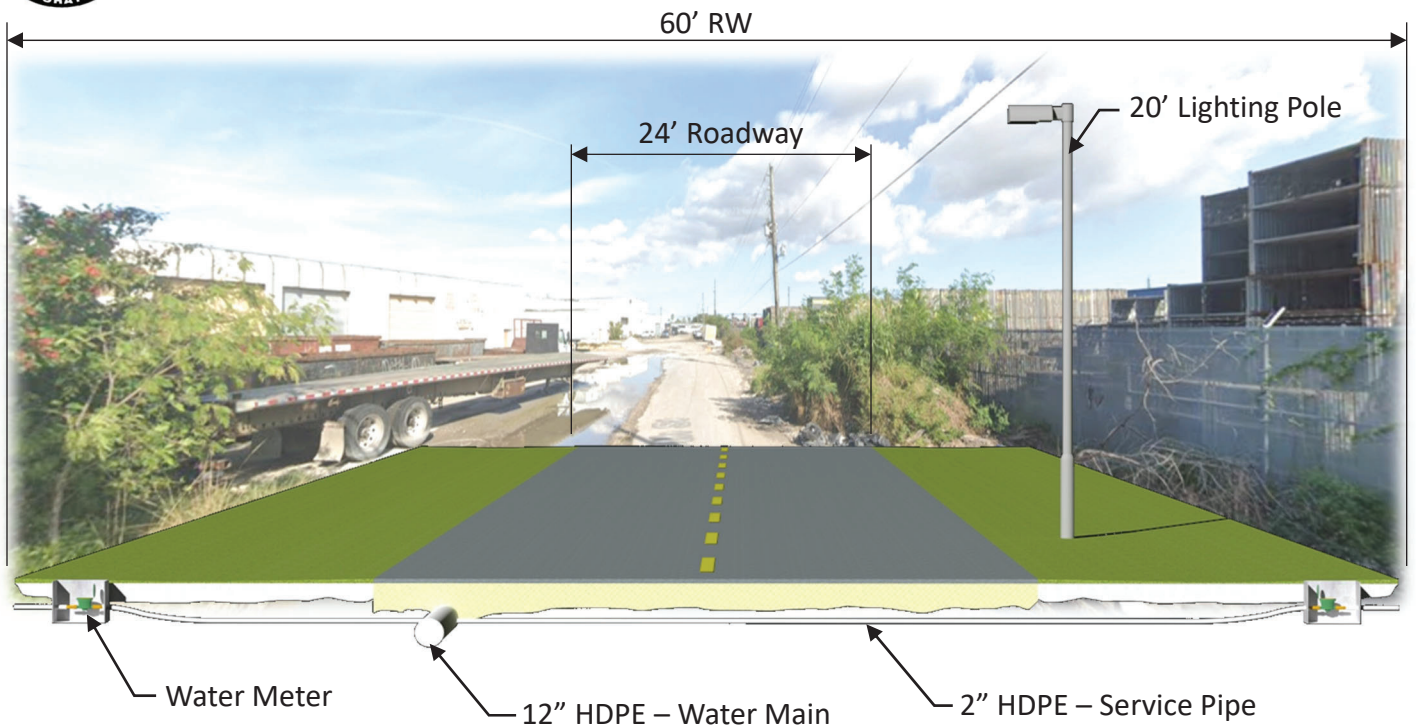


ROADWAY / DRAINAGE TYPICAL SECTION A-A





WATERMAIN / LIGHTING TYPICAL SECTION A-A



SCOPE OF WORK (Exhibit A)
FOR
Commerce North - ROADWAY AND DRAINAGE IMPROVEMENTS

(Limits: Ali-Baba Avenue, NW 150th Street, NW 22nd Avenue, and NW 27th Avenue)

DESCRIPTION OF SERVICES

The City of Opa-locka is seeking a consultant to provide engineering services to prepare construction documents for the reconstruction of all the streets within the polygon bounded by Ali Baba Avenue, NW 150th Street, NW 22nd Avenue, and NW 27th Avenue (Each roadway shall be delivered separately).

SCOPE OF WORK

The Consultant will provide design services necessary for the complete preparation of contract plans, technical specifications, and an engineer's estimate for the project. The work product shall be in accordance with the latest version of Miami Dade County and Florida Department of Transportation (FDOT) standards. The Consultant will also provide land surveying services, as needed, during design and construction. The work product shall be in accordance with Miami Dade County standards.

The services shall include the following:

- Field reconnaissance
- Preliminary design
- Environmental assessment and permitting
- Final design
- Right-of-Way Actions
- Bidding & Negotiation
- Construction Phase Services

More specific requirements are described below.

Consultant shall:

1. Research existing as built and record drawings, supplemented with field measuring and land surveying, as necessary, to determine existing topography and site conditions.
2. Assess existing drainage infrastructure and roadway drainage characteristics. If necessary, conduct CCTV video inspection surveys of existing drainage facilities.

3. Conduct and Submit hydrology and hydraulic analyses and recommendations for storm drain improvements. Obtain concurrence from the city regarding proposed improvements.
4. Prepare civil design plans that illustrate the project goals, limits, and materials, including appropriate plan views, cross-sections, notes, and details to guide a low-bid Contractor during construction. If necessary, conservative assumptions shall be made with respect to the design of the structural pavement section and curbs.
5. Coordinate design with the affected utility companies. Prepare permit applications, if necessary.
6. Communicate regularly with the City's Project Manager using telephone, email, written correspondence, and face-to-face meetings as required throughout the term of the contract.
7. Communicate with and coordinate the project infrastructure with effected utility companies. Prepare permit applications, as needed.
8. Prepare and regularly update a progress schedule for the design phase of the project. The schedule shall show 30%, 60 and 95% submittal of progress prints for City review and comment.
9. Submit plans and construction documents at the preliminary engineering for the 30%, 60, 95%, and final for City staff review.
10. Prepare final contract plans, technical specifications, and engineer's estimate of probable cost consistent with Town standards. Final plans shall be drawn in ink on Mylar sheets 24" x 36" in size, to an appropriate horizontal scale. The final plans and specifications, in hard copy and electronic format, shall be delivered to, and become the property of, the City. The electronic format of project files shall be AutoCAD 2018, Microsoft Word, Excel, Project, or any format agreeable with the City.
11. Prepare an accurate and reliable engineer's estimate to be used for budgeting and to supplement the bid documents.
12. Assist in preparing addenda that may be issued to bidders.
13. Provide reasonable reproduction of plans and specifications for use by City staff when reviewing the draft documents.
14. Attend and participate in a pre-construction conference with the responsive low-bid Contractor.
16. Assist the Contractor, Construction Manager, Project Administrator, and Inspector with the interpretation of plans and specifications, requests for information, analysis of changed conditions, development of corrective action, and review of submittals.

MATERIALS AND SERVICES TO BE PROVIDED BY THE CITY

The CITY will provide:

1. Basic criteria for project design including record drawings (as available), and preprinted portions of the "front-end" specifications for coordination with the technical specifications.
2. Printing and distribution of final bid documents, unless requested as an additional service.

3. Access to and provisions for the Consultant to enter and access the site as needed
4. All other required services that cannot by law be performed by the Consultant.
5. Contract administration and inspection during construction.

PROJECT LIMITS

The project extends Ali Baba Avenue and NW 150th Street between NW 22nd Avenue and NW 27th Avenue, an area of approximately 9,000 LF.

DESCRIPTION OF IMPROVEMENTS

The design services will include the following:

- rehabilitation of the existing poor pavement
- alteration of the horizontal and vertical geometry
- utility system adjustments
- installation of a closed drainage system
- installation of signs and pavement markings
- traffic management

FIELD RECONNAISSANCE

Roadway Survey

The Consultant shall conduct a topographic survey within the project limits to include the following:

Establish horizontal and vertical control.

Establish coordinates and closed set of base lines for streets.

Locate surface detail including signs, utility poles, driveways, isolated trees with species and sizes, fences, walks, mailboxes, etc.

Locate the edge of pavement, shoulders, sidewalks, etc.

Determine existing ground cross sections at driveways, private walkways and critical locations.

Locate underground utilities that are visible or marked out in the field.

Reduce, check, and plot survey data at an appropriate scale. Surface detail shall include buildings, curbs, swales, utility poles, utility covers, rights-of-way (ROWs).

Utility Research

The Consultant will obtain plans from private and public utilities within the project limits and plot the information on the prepared base plans.

Right of Way Research

The Consultant will research the roadway layout within the project limits for information regarding parcel ownership, deed restrictions, utility easements, etc. at the Planner's office. Information obtained through ROW research will be drafted on the base plan.

PRELIMINARY ENGINEERING

Preliminary Design

The CONSULTANT will prepare a preliminary roadway plan for the reconstruction/rehabilitation of the following streets and avenues:

NW 147 th Street	NW 25 th Avenue
Ali Baba Avenue	NW 26 th Avenue
NW 22 nd Court	Sesame Street
NW 22 nd Place	NW 150 th Street
NW 149 th Street	NW 24 th Court
NW 25 th Court	

The CONSULTANT shall perform the following services:

Prepare graphic geometrics of existing roadway alignment. Design a typical roadway section.

Define project limits, construction materials, and conceptual details. Identify drainage required.

Identify limits of temporary construction impacts for the purpose of developing temporary construction easements.

Development of Construction Scope of Services

Preliminary Estimate

A preliminary construction estimate will be prepared for use in budgeting the project.

FINAL ENGINEERING

The CONSULTANT shall proceed with Final Engineering tasks as outlined below. Final Design - Plans and Specifications

The CONSULTANT shall prepare the 100 percent Design Submissions for review and comment by the Town. Comments shall be considered and incorporated during this task.

In the development of the final design documents and the preparation of the Contract Plans and Specifications, the CONSULTANT shall perform the following project tasks:

Roadway Design - Provide design plans and calculations for:

- Construction/materials layout
- Alignment, grading, and drainage
- Pavement markings
- Sign Summary
- Typical Sections
- Cross sections to identify property impacts and grading
- Construction details
- Traffic Management Plans

Utilities - Coordinate with municipal and private utility companies to establish relocation and/or modification procedures and schedule for existing utilities to be compatible with proposed improvements.

Special Provisions - Prepare Special Provisions to the Standard Specifications based on the Standard MHD Specifications for Highways and Bridges.

Construction Phasing - Develop traffic management plans that will permit access to adjacent properties during construction and manage traffic through the construction zones.

PROJECT MEETINGS

The CONSULTANT will attend project meetings with the City and other groups as required for the project. Services include preparation, travel, attendance, supporting graphics and documentation in the form of meeting notes.

Public Meetings/Hearings

The CONSULTANT will attend public meetings/hearings with the Town, as required.

BIDDING AND NEGOTIATING

The CONSULTANT shall assist the City by advertising for the project in the Central Register to solicit construction bids. The CONSULTANT shall maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference, and receive and process deposits for bidding documents. The CONSULTANT will also issue addenda to interpret and/or clarify the bidding documents;

assist the City in determining the acceptability of alternatives proposed by contractors, attend the bid opening, prepare bid tabulation sheets, and assist the City in evaluating bids or proposals. The CONSULTANT shall also assist the City in selecting a contractor and awarding the construction contract.

CONSTRUCTION PHASE SERVICES

The CONSULTANT shall provide construction phase services limited to interpretations and clarifications of the contract documents, shop drawing review, and field inspection to assess substantial completion and punch list items.

QUALIFICATIONS

The consultant shall be qualified in the areas of roadway engineering, stormwater management, environmental permitting, and construction administration sufficient to execute the project scope as outlined above.

1. Cover Letter – Consultant/team introductions, name and address of the contact person, names of other team members, availability, experience, and role in the project team. In addition, three client references for similar projects shall be supplied.
2. Experience in similar projects shall be included in this section.
3. Location - Location of the team, team member offices, and project manager.
4. Approach - Prepare a brief recommended project approach.
5. Project Schedule
6. Sealed and separate price proposal - The project will be awarded on a lump sum basis according to the phasing established in the scope. A schedule of professional rates shall also be attached for follow-on services as needed.

RESOLUTION NO. 24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF OAKLAND PARK CONTRACT #012623 WITH RMPK FUNDING, INC. FOR GRANT MANAGEMENT SERVICES AND ENTER INTO A CONTRACT WITH RMPK FUNDING, INC. FOR GRANT PREPARATION SERVICES, THROUGH MARCH 15, 2026, AS ATTACHED HERETO, IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS (\$40,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka, Florida ("City") requires grant preparation services. The City Manager recommends engaging RMPK Funding, Inc. ("RMPK Funding") to provide these services.

WHEREAS, the City issued Request for Proposals (RFP) for Federal and Non-Federal grant preparation services, RFP 24-0111200 and RFP 24-0109200 respectively. No bids were received in response to either RFP. At the time of the RFPs, the City's former grant writer, RMPK Funding, chose to not reapply; and

WHEREAS, the City Manager has strengthened the City's grant function by having the Grant Administrator report to the Budget Administrator, who is now responsible for maximizing the City's grant seeking activity and for ensuring that all grants obtained by the City are administered timely and correctly to ensure that the City receives all funding potentially awarded to it promptly and without issues; and

WHEREAS, staff has contacted RMPK Funding to discuss this reorganization. RMPK Funding has considered this new organization and has concluded that it should result in a substantially more effective relationship between the RMPK firm and the City. As a result, the firm has decided that it is willing to provide grant preparation services again to the City; and

WHEREAS, on March 15, 2023, the City of Oakland Park awarded RMPK Funding a three-year contract, with a renewal option of two (2) additional three (3) year periods (if mutually agreed upon by the parties), for Grant Management Services pursuant to Contractor's submission for Request for Proposals ("RFP") #012623 (Contract attached hereto as Exhibit "A"); and

WHEREAS, RMPK Funding was awarded a contract with the City of Oakland Park, through competitive bidding; and

WHEREAS, if approved, the City's contract would run to March 15, 2026, consistent since the City's Code of Ordinances currently limits contract renewals to two (2) one-year renewal periods; and

WHEREAS, the Oakland Park contract provides for both Grant Preparation, based on a price list for different categories of grants (attached) and Grant Administration, based on a flat fee. Since the City's Grant Administrator's responsibilities include managing all grants, regardless of whether from RMPK Funding or other sources, as well as administering FEMA documentation when FEMA events occur, the City Manager recommends that the City only piggyback the Grant Preparation portion of the Oakland Park contract; and

WHEREAS, pursuant to the City's Purchasing Code, the City Manager has determined that the prices of the original contract to be used for a piggyback are competitive and reasonable; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the City of Oakland Park's Contract # R-2017-032 with RMPK Funding, Inc. in order to benefit from already negotiated rates and enter into an agreement with Contractor for Grant Management Services, as attached hereto as Exhibit "B", in an amount not to exceed Forty Thousand Dollars (\$40,000.00).

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, Florida hereby authorizes the City Manager to piggyback the City of Oakland Park contract with RMPK Funding, Inc. for Grant Preparation Services through March 15, 2026, as attached hereto as Exhibit "B", with a not-to-exceed amount of Forty Thousand Dollars (\$40,000.00) and with the provision for renewal for two one-year terms, subject to the approval of both parties.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

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

PASSED and **ADOPTED** this _____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka Agenda Cover Memo

Department Director:	Robert Anathan			Department Director Signature:	 DocuSigned by C46C07C1E8DE492...		
City Manager:	Darvin Williams			CM Signature:			
Commission Meeting Date:	Mar 17, 2024		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
(Enter X in box) N/A	X		(Enter X in box)				
			Public Hearing:	Yes	No	Yes	No
			(Enter X in box)		X		X
Funding Source:	(Enter Fund & Dept) See Financial Impact Section		Advertising Requirement:	Yes		No	
Account# :			(Enter X in box)			X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid#:				
(Enter X in box)	X		Piggyback				
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy:			
(Enter X in box)	X		Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	(list the specific objective/strategy this item will address)			
Sponsor Name	City Manager		Department: City Manager's Office	City Manager			

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to piggyback the City of Oakland Park's agreement with RMPK Funding for Grant Preparation Services.

Staff Summary:

Issue/Recommendation: The City requires grant preparation services. Staff recommends engaging RMPK Funding to provide these services.

History: The City issued RFPs for Federal and Non-Federal grant preparation services (RFP 24-0111200 and RFP 24-0109200 respectively). No bids were received in response to either RFP. At the time of the RFPs, the City's former grant writer, RMPK Funding, chose to not reapply.

Current Activity: The City Manager has strengthened the City's grant function by having the Grant Administrator report to the Budget Administrator who is now responsible for maximizing the City's grant-seeking activity and for ensuring that all grants obtained by the City are administered timely and correctly to ensure that the City receives all funding potentially awarded to it promptly and without problems.

Staff has contacted RMPK Funding to discuss this reorganization. RMPK Funding has considered this new organization and has concluded that it should result in a substantially more effective relationship between their firm and the City, resulting in the firm deciding that it is now willing to provide grant preparation services again for the City.

RMPK Funding has provided a recent contract with the City of Oakland Park, awarded through competitive bidding, for the City's use for piggyback purposes. The Oakland Park contract is for three years, expiring on March 15, 2026, with two (2) additional three (3) year renewal periods under the same terms and conditions, if mutually agreed upon by both parties. If this engagement is approved by the Opa-locka City Commission, the City's contract will also run to March 15, 2026, consistent with contract being used as the basis of piggyback, and since the City's Code of Ordinances currently limits contract renewals to two (2) one-year renewal periods, the City's contract will be for two (2) one-year renewal terms rather than the three-year renewal terms in the City of Oakland Park contract.

The Oakland Park contract provides for both Grant Preparation, based on a price list for different categories of grants (attached) and Grant Administration, based on a flat fee. Since the City's Grant Administrator's responsibilities include managing all grants, regardless of whether from RMPK Funding or other sources, as well as administering FEMA documentation when FEMA events occur, it is proposed that the City only piggyback the Grant Preparation portion of the Oakland Park contract.

Financial Impact: With half of the fiscal year already passed, RMPK Funding grant preparation expense won't exceed \$40,000 for the remainder of the fiscal year. These fees will be charged to the Non-Department Division, Professional Services (19-519312) which currently has \$533,176 available.

.Proposed Action:

Staff recommends the City Commission approve the engagement of RMPK Funding to provide grant preparation services to the City with an initial contract to extend to March 15, 2026 and with two one-year renewal periods, subject to agreement of both parties, with an amount to not exceed \$40,000 in FY 24.

Attachment:

1. City of Oakland Park competitively bid contract with RMPK Funding
2. RMPK Services
3. RMPK Price list

PROPOSED COST

Grant Type	Application Cost*
Florida Land and Water Conservation Fund (LWCF)	\$5,000
Florida Recreation Development Assistance Program (FRDAP)	\$4,000
Energy and Efficiency Grants (DOE)	\$4,000
Florida Department of Transportation (FDOT)	\$3,500
Florida Boating Improvement Program (FBIP)	\$4,000
Non-Point Pollution TMDL Grants (FDEP)	\$4,000
Transportation Alternative Grants (TAP)	\$4,000
Florida Communities Trust - Florida Forever Program (FCT)	\$6,000
Recreational Trails Program (RTP)	\$5,000
FIND Water District Grant Program	\$4,000
Florida Cultural Facilities Grant (DCA)	\$5,000
Urban and Community Forestry Grant Program (DOF)	\$2,500
Special Category Historical Grant	\$4,500
Hazard Mitigation Grant Programs	\$5,000
Resilient Florida Grants	\$4,500
Rebuild Florida Grants	\$5,000
Small Matching Historical Grant	\$3,000
General Program Support Grant	\$3,000
African-American Cultural and Historical Grant Program	\$4,500

This is not a comprehensive listing of all grant programs that might be available to the City. New programs are created and become available each year. If a program or grant type is not listed, RMPK will provide a cost proposal for approval before initiating the preparation process.

*Any grant application not funded during the first submission will be submitted again for funding from the next funding cycle of the same program at no additional cost. The project must remain comparable in scope to the original submission.

TECHNICAL PROPOSAL

Grant Preparation

Securing more than \$220,000,000 in funding in the past 20 years, RMPK Funding Staff has extensive experience with a wide range of federal, state, and local funding programs. RMPK Funding founder and president, Ryan Ruskay, started his career managing state and federal grant programs for the State of Florida, which included not only the evaluation of grant applications but also developing the rules and regulations for several programs. This in-depth knowledge gives our clients an advantage as their project competes for grant funds.

Scope of Services

1. Research and obtain necessary documents for the grant application
2. Prepare and establish online accounts for grant agencies
3. Prepare and submit grant applications for evaluation
4. Handle all follow-up requests from the state relating to the application
5. Attend or coordinate any meetings necessary for the grant application
6. Prepare materials and make presentations as needed
7. Act as a liaison between the City and the state
8. Provide City staff with updated timelines and information concerning the funding process

Grant Administration

Attentive grant administration is the key to the successful completion and reimbursement of grant projects. RMPK Funding takes care of the details of grant management so that your staff is free to handle the many other needs of your community.

Scope of Services

1. Review of Contracts (develop revisions, if necessary)
2. Prepare Federal Documents (if necessary)
3. Prepare and Submit Commencement Documents
4. Prepare and Submit Quarterly Status Reports
5. Prepare and Submit Reimbursement Requests
6. Prepare and Submit Closeout Documentation
7. Act as Liaison Between Grant Agencies and the City
8. Handle All Other Required Items (e.g., Amendments)
9. Provide monthly Grant Management Status reports
10. Meet with City staff at least once quarterly to provide updates and as needed for specific issues



City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334

**AGREEMENT
for
GRANT MANAGEMENT SERVICES**

THIS IS AN AGREEMENT made and entered into this 15th day of March, 2023, by and between:

The CITY OF OAKLAND PARK, FLORIDA acting herein through its City Manager, hereinafter called "CITY" and RMPK FUNDING, INC. doing business as a provider of grant management services, hereinafter called "CONSULTANT". CITY and CONSULTANT may hereinafter be referred to as the "Parties".

WITNESSETH:

WHEREAS, the CITY desires to engage the services of CONSULTANT to provide grant management services to enable the City to leverage local public funds to help the City find and apply for funding for a variety of uses, including community planning, technical assistance, research, and capital infrastructure projects. Related services include assist in researching and identifying potential grant opportunities, providing strategic grant writing services associated with the completion and submission of grant applications, technical assistance and program administration services, and management of grants throughout their lifecycles.

WHEREAS, All terms, conditions, and provisions of Request for Proposals (RFP) #012623, Grant Management Services, are incorporated herein by reference as Exhibit A made a specific part hereof.

NOW THEREFORE, in consideration of the promises, the mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the Parties do mutually covenant and agree with each other as follows:

**ARTICLE I
COMPENSATION**

In accordance with the Proposal, the Consultant shall supply personnel to perform required tasks and be compensated in accordance with the annual fee to be paid on a quarterly basis, which is incorporated herein.

**ARTICLE II
TERM AND CANCELLATION**

The term of this Agreement is THREE (3) years commencing on the effective date of the resulting agreement. The contract may be renewed for TWO (2) additional THREE (3) year periods under the same terms and conditions, if mutually agreed upon by both parties.

In the event delivery/service is scheduled to end because of the expiration of this contract, CONSULTANT shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Consultant shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE III GENERAL PROVISIONS

It is understood and agreed that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and that the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

This document may be executed in counterparts each of which shall be deemed to be a duplicate original.

This Agreement is executed and is to be performed in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida.

In connection with any conflict arising out of this Agreement, the Parties hereto agree to mediate the dispute prior to instituting any litigation in connection with this Agreement. The mediator shall be an individual agreed to by all parties. All costs of mediation shall be shared equally by the parties and the mediation shall be initiated within thirty (30) days of the conflict being expressed in writing by either party. In the event of litigation arising out of this Agreement, including any administration, trial level, or appellate proceedings, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney's fee and paralegal costs.

If any clause, section or other part or application of this Agreement shall be held by any Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission to the receiving party, addressed to the following individuals:

CITY: City of Oakland Park, Florida
 David Hebert, City Manager
 3650 NE 12th Avenue
 Oakland Park, FL 33334

COPY TO: Donald J. Doody, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500
FAX: (954) 771-4923

CONSULTANT: RMPK FUNDING, INC.
601 Heritage Drive, #402
Jupiter, FL 33458
Ryan A. Ruskay, President
rruskay@rmpkfunding.com

Indemnification. Consultant agrees to indemnify and save harmless the CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in RFP #012623 to protect the CITY and its interests from such actions of the consultant or sub-contractors. Consultant further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

Governing Law; Venue. This Agreement is executed and is to be performed in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal proceeding commenced with respect to the performance of the Parties' obligations pursuant to this Agreement shall be in a court of competent jurisdiction located in Broward County, Florida.

Non-Discrimination/Equal Employment Opportunity and Americans with Disabilities Act. Consultant shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Consultant shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Consultant's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, 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.

Consultant shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

Public Records. The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Consultant to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE II.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Renee M. Shrout, CMC, City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298
ReneeS@OaklandParkFL.gov**

Scrutinized Companies - Consultant must certify that the company is not participating in a boycott of Israel. Consultant must also certify that Consultant is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Consultant must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

E-Verify - 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; and
- c. By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If a contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

Ethics and Conflict of Interest - CONSULTANT shall avoid all conflicts of interests, as well as appearances of conflicts of interests, throughout the term of this Agreement. CONSULTANT shall not at any time during the term of this Agreement represent any party seeking approvals, permits, or licenses, of any kind from the City. Nothing set forth in this Agreement shall preclude or limit CONSULTANT's ability to engage in outside work or employment which is not in conflict with the duties and responsibilities set forth herein.

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

Renee ShROUT
Renee ShROUT, City Clerk

R.2023-050

(SEAL)

CITY OF OAKLAND PARK

David Herbert
David Herbert, City Manager

APPROVED AS TO LEGAL FORM:

Donald J. Doady
Donald J. Doady, City Attorney

WITNESS BY:

By: Makelie Perry

CONSULTANT:

RMPK FUNDING, INC.

By: Ryan Ruskay
Title: President

STATE: Florida
COUNTY: Palm Beach

Sworn to (or affirmed) and subscribed before me this 14th day of
March, 20 23, by: Ryan Ruskay

Name of Person Making Statement

Anna Bonjour
Signature of Notary Public

Anna Bonjour
Name of Notary Public (Typed, Printed, Stamped)



Personally Known: ☒ OR Identification Produced: ☐

Type of Identification Produced: _____

RESOLUTION NO. 24-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DECLARING CERTAIN CITY PROPERTY, IDENTIFIED AS FOLIO NO. 08-2129-005-1621, AS SURPLUS PROPERTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka (“City”) owns certain properties not in use for a public benefit; and

WHEREAS, Section 274.05, Florida Statutes and Resolution 08-7317 grants the City Commission the authority to declare property that has become inadequate for public purposes as surplus, and

WHEREAS, the Interim City Manager has determined that the property identified by folio 08-2129-005-1621 should be declared as Surplus Property; and

WHEREAS, the subject property is located along the south side of NW 128th Street between NW 44th Avenue and NW 45th Avenue, in the City. This property is approximately Fourteen Thousand, Nine Hundred Twenty-Nine Thousand (14,929) square feet of land which was improved with a non-operational and abandoned cylindrical concrete structure that may have at one time served as a water treatment facility (Water Tank); and

WHEREAS, the City Commission finds it is the best interest of the City to direct the Interim City Manager to declare certain City-owned real property, identified as Folio No. 08-2129-005-1621, as surplus property.

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 declares certain City-

owned real property, identified as Folio No. 08-2129-005-1621, as surplus property.

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 _____, 2024.

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)

Resolution No. XX-XXXX

Commissioner Williams

_____ (Yes)

_____ (No)

Vice Mayor Ervin

_____ (Yes)

_____ (No)

Mayor Taylor

_____ (Yes)

_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Gregory D. Gay		Department Director Signature:		
City Manager:	Darvin Williams		CM Signature		
Commission Meeting Date:	March 13,, 2024		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 X	2nd Reading
		X	Public Hearing: <i>(Enter X in box)</i>	Yes No	Yes No
				X	X
Funding Source: <i>Account# :</i> N/A	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes X	No
ILA Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#: N/A		
		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	Darvin Williams		Department: Planning & Community Development	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DECLARING A CERTAIN PRPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE CITY MANAGER TO DISPOSE OF THE PROPERTY FOR PUBLIC BENEFIT. THE PROPERTY IS IDENTIFIED BY FOLIO 08-2129-005-1621; PROVIDING FOR INCORPORATION OF RECITAL; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Section 274.05 F.S. and Resolution No. 08-7317 grants the City the authority to declare property that has been inadequate for public purposes as surplus. It is in the best interest of the City of Opa-locka to lease, sale or otherwise dispose of this potential surplus property in a manner to promote the best interest of the community.

Financial Impact: There is no negative impact from the approval of this request.

Proposed Action:

Staff recommends the City Commission approval and further authorizes the Interim City Manager to lease, sale or otherwise dispose of the surplus property.

Attachment:

Draft Resolution
Resolution 08-7317



KAREN BLEIER AFP/Getty Images File

A federal indictment says a Miami man used the mails to threaten the life of a federal judge.

An inmate (rape, murder) threatened to kill a Miami federal judge, indictment says

BY DAVID J. NEAL
dneal@miamiherald.com

Murder is among the reasons Miami's Marcus Pratt now lives in a Florida prison, and murder is what a federal court indictment says Pratt threatened a Miami federal judge with in letters sent last year.

The three letters, according to the indictment filed last week, were handwritten and signed by Pratt.

Pratt is charged with three counts of mailing threatening communications and three counts of influencing, impeding or retaliating against a federal judge. Each count carries a possible sentence of 10 years, although maximum sentences rarely are given.

Since 2010, the 38-year-old Pratt — aka Jamal Pratt, Marquis Pratt, Donovan Reed — has been in

Florida Department of Corrections custody at Okaloosa Correctional Institution in Crestview. In the 10 months after he finished an eight-month prison stint for grand theft, robbery and moving cocaine, Pratt sold cocaine too close to a school; kidnapped and raped someone; then committed second-degree murder.

He was sentenced on Feb. 15, 2010. Online corrections records put Pratt's scheduled release at June 17, 2033. Visitation for him has been suspended.

LETTERS FROM OKALOOSA JAIL?

The indictment didn't make clear what connection exists between Pratt and U.S. District Court Judge Kevin M. Moore. The target of the letters is named only by the initials "K.M.M." in the indictment.

Moore did his under-

graduate work at Florida State University before moving on to Fordham Law, where he graduated in 1976. He has been a federal judge since being nominated by President George H.W. Bush in 1992 and was chief judge from 2014 through 2021.

The indictment says the first letter, dated Aug. 2, 2023, was addressed to a "Chief Judge" at the federal courthouse said Pratt's "associates would 'kill' Moore. A Sept. 27 letter addressed to Moore, the indictment said, repeated the earlier threat to kill Moore and added whoever else happened to be home at the time. The Oct. 10 letter addressed to Moore, the indictment said, promised that Pratt's pals would kill Moore "very soon."

David J. Neal:
305-376-3559,
@DavidJNeal



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at the Regular Commission Meeting on **Wednesday, March 27, 2024 at 7:00 p.m.**, in the City Commission Chambers at the Opa-locka Municipal Complex, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING ORDINANCES / PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ADD THE PLACEMENT OF "FUTURE AGENDA ITEMS" TO THE CITY COMMISSION AGENDA; REQUIRING A MAJORITY VOTE FOR PLACEMENT OF SAID ITEMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing was held on February 28, 2024).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE X.5 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH THE CITY OF OPA-LOCKA'S HOUSING AND SOCIAL SERVICES DEPARTMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on February 28, 2024).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PIGGYBACKING THE SOURCEWELL COOPERATIVE PROGRAM AGREEMENT 101221-VTR WITH ENVIRONMENTAL PRODUCTS GROUP, INC. TO ACCEPT A FOUR-YEAR CAPITAL LEASE AGREEMENT FOR THE PURCHASE OF A VACTOR MODEL 2115I MOUNTED ON A NEW 2023 FREIGHTLINER MODEL 114SD TRUCK CHASSIS, IN THE AMOUNT OF FIVE HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED TWO DOLLARS AND EIGHTY-EIGHT CENTS (\$524,402.88), AT AN INTEREST RATE OF 5.69%; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION/PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DECLARING CERTAIN CITY PROPERTY, IDENTIFIED AS FOLIO NO. 08-2129-005-1621, AS SURPLUS PROPERTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, March 27, 2024.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

Joanna Flores, CMC
City Clerk
City of Opa-locka

Sponsored by: City Attorney

RESOLUTION NO. 08 - 7317 _____

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
OPA-LOCKA, FLORIDA, ESTABLISHING A POLICY FOR THE
DISPOSAL OF CITY-OWNED SURPLUS PROPERTY**

WHEREAS, pursuant to Section 166.021(1), Florida Statutes, municipalities have the power and authority to acquire and dispose of real property or interest therein for a municipal purpose by means of an exchange of property, so long as such method of acquisition and disposal of municipal property is for a valid municipal purpose and not expressly prohibited by law; and

WHEREAS, the City Commission of the City of Opa-locka ("City Commission") desires to establish a policy for the disposal of City-owned surplus property; and

WHEREAS, the City of Opa-locka further desires to establish a policy wherein the City of Opa-locka can account for the sale, trade, donation and/or conveyance of real property and other property declared surplus; and

WHEREAS, any property owned by the City which has become obsolete, or which has outlived its usefulness, or which has become inadequate for the public purposes for which it was intended, or which is no longer needed for public purposes, may be declared surplus property.

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

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

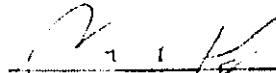
Section 2. The City Commission of the City of Opa-locka hereby declares that any property owned by the City which has become obsolete, or which has outlived its usefulness, or which has become inadequate for the public purposes for which it was intended, or which is no longer needed for public purposes, may be disposed of in accordance with procedures to be established by the City Manager, so long as the property has been declared surplus by a Resolution of the City Commission.

Section 3. The City Commission desires to dispose of property in accordance with the following procedures:

1. The City Manager, after evaluation and good faith analysis, shall advise the City Commission in a written memorandum reasons why certain property should be declared surplus property.
2. Once the City Manager prepares a written Memorandum addressed to the Commission, a surplus resolution shall be prepared by the City Attorney and shall be placed on the next available City Commission Meeting Agenda.
3. Under no circumstances may the City Manager dispose of City-owned property in the absence of a formal Resolution of the City Commission deeming the subject property as surplus property.
4. The City Manager shall determine the most appropriate method to dispose of surplus items. Such methods may include, but shall not be limited to, the following:
(a) Annual surplus equipment sale; (b) Sale; (c) Trade; (d) Donation.
5. The City Manager may require a surety bond for certain property, as the City Manager may deem appropriate.
6. The City Manager shall advertise in a newspaper of general circulation the disposal of all real property contemplated by sealed bid or auction to be awarded to the highest bidder. The City Manager may reject any and all bids as he/she deems appropriate.
7. Proceeds from the sale of the property shall go into the general fund of the City, unless the equipment was acquired by utilizing police forfeiture funds.

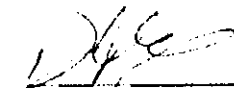
Resolution No. 08- 7317

PASSED AND ADOPTED this 23 day of JULY, 2008.



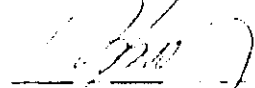
JOSEPH L. KELLEY
MAYOR

Attest:



Deborah S. Irby
City Clerk

Approved as to form and legal sufficiency:



Burnadette Norris Weeks
City Attorney

Moved by:	<u>MILLER</u>
Seconded by:	<u>TYDUS</u>
Commission Vote:	<u>3-0</u>
Commissioner Tydus:	<u>YES</u>
Commissioner Holmes:	<u>NOT PRESENT</u>
Commissioner Miller:	<u>YES</u>
Vice-Mayor Johnson:	<u>NOT PRESENT</u>
Mayor Kelley:	<u>YES</u>

Sponsored by: City Manager

RESOLUTION NO. 24-XXXXXXX

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DECLARING A CERTAIN PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE CITY MANAGER TO DISPOSE OF THE PROPERTY FOR PUBLIC BENEFIT. THE PROPERTY IS IDENTIFIED BY FOLIO 08-2129-005-1621; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City owns the following property identified by folio 08-2129-005-1621; and

WHEREAS Section 166.02(1), Florida Statutes and Resolution 08-7317 grant the City Commission the authority to declare property that has become inadequate for public purposes as surplus property; and

WHEREAS the City Commission believes that it is in the best interest of the City to declare the following property identified by folio 08-2129-005-1621 as surplus and to dispose of the property for public benefit.

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

SECTION 1. Recitals.

The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. Approval/Denial.

Approval/Denial of Declaration. The City Commission finds that it is in the best interest to declare the above referenced property as surplus.

SECTION 3. the City Commission hereby authorizes the City Manager to dispose of the surplus property for public benefit.

SECTION 4. EFFECTIVE DATE.

This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter.

PASSED AND ADOPTED this _____ day of _____, 2024.

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) _____



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 02/22/2024

PROPERTY INFORMATION	
Folio	08-2129-005-1621
Property Address	0 , FL
Owner	CITY OF OPA LOCKA
Mailing Address	777 SHARAZAD BLVD OPA LOCKA, FL 33054-3521
Primary Zone	7400 INDUSTRIAL - INDUSTRIAL P
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	14,929 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION			
Year	2023	2022	2021
Land Value	\$358,296	\$298,580	\$298,580
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$358,296	\$298,580	\$298,580
Assessed Value	\$262,288	\$238,444	\$216,768

BENEFITS INFORMATION				
Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	\$96,008	\$60,136	\$81,812
Municipal	Exemption	\$262,288	\$238,444	\$216,768

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION	
MIAMI-DADE INDUSTRIAL PARK SEC 2	
PB 86-74	
S130FT OF LOTS 54 & 55 BLK 5 &	
S130FT OF LOTS 1 & 2 BLK 6	
LOT SIZE 14929 SQ FT	



TAXABLE VALUE INFORMATION			
Year	2023	2022	2021
COUNTY			
Exemption Value	\$262,288	\$238,444	\$216,768
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$358,296	\$298,580	\$298,580
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$262,288	\$238,444	\$216,768
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$262,288	\$238,444	\$216,768
Taxable Value	\$0	\$0	\$0

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1974	\$69,200	00000-00000	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Sponsored by: Interim City Manager

RESOLUTION NO. 23-022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DECLARING CERTAIN CITY PROPERTY, IDENTIFIED AS FOLIO NO. 08-2129-005-1621, AS SURPLUS PROPERTY; AUTHORIZING THE CITY MANAGER TO DISPOSE OF PROPERTY BY SALE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") owns certain properties not in use for a public benefit; and

WHEREAS, Section 274.05, Florida Statutes and Resolution 08-7317 grants the City Commission the authority to declare property that has become inadequate for public purposes as surplus, and

WHEREAS, the Interim City Manager has determined that the property identified by folio 08-2129-005-1621 should be declared as Surplus Property; and

WHEREAS, on November 7, 2022 the City Manager authorized a property appraisal, which was provided from GRE Group, Inc. The subject property has been appraised at Two Hundred Eighty Thousand Dollars (\$280,000.00), which is anticipated to be the approximate amount to be received by the City when this property is subsequently sold; and

WHEREAS, the subject property is located along the south side of NW 128th Street between NW 44th Avenue and NW 45th Avenue, in the City. This property is approximately Fourteen Thousand, Nine Hundred Twenty-Nine Thousand (14,929) square feet of land which was improved with a non-operational and abandoned cylindrical concrete structure that may have at one time served as a water treatment facility (Water Tank); and

WHEREAS, the City Commission finds it is the best interest of the City to direct the Interim City Manager to declare certain City-owned real property, identified as Folio No. 08-2129-005-1621, as surplus property.

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 declares certain City-owned real property, identified as Folio No. 08-2129-005-1621, as surplus property.

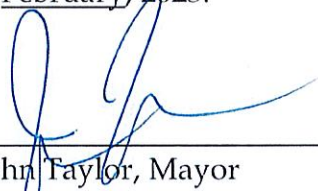
SECTION 3. SCRIVENER'S ERRORS.

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 22nd day of February, 2023.



John Taylor, Mayor

ATTEST:


Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Williams

Seconded by: Vice Mayor Ervin

VOTE:

4-0

Commissioner Bass	ABSENT	
Commissioner Kelley	<u>X</u> (Yes)	<u> </u> (No)
Commissioner Williams	<u>X</u> (Yes)	<u> </u> (No)
Vice Mayor Ervin	<u>X</u> (Yes)	<u> </u> (No)
Mayor Taylor	<u>X</u> (Yes)	<u> </u> (No)

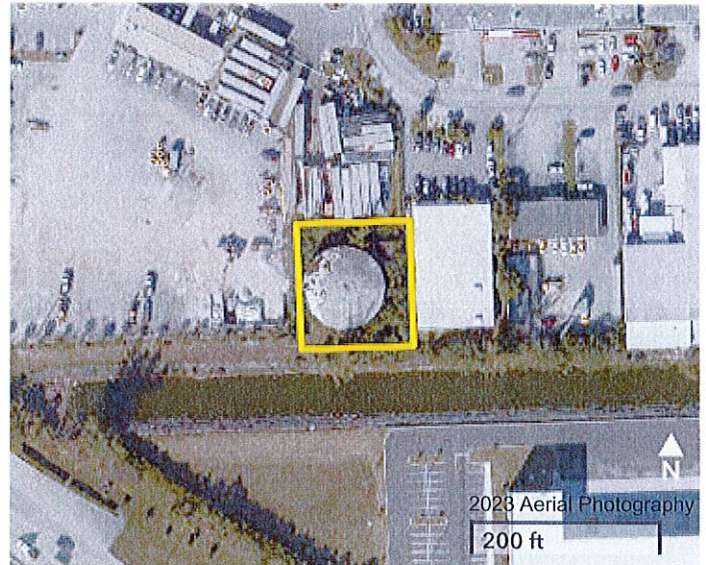


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 02/21/2024

PROPERTY INFORMATION	
Folio	08-2129-005-1621
Property Address	0 , FL
Owner	CITY OF OPA LOCKA
Mailing Address	777 SHARAZAD BLVD OPA LOCKA, FL 33054-3521
Primary Zone	7400 INDUSTRIAL - INDUSTRIAL P
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	14,929 Sq.Ft
Year Built	0



ASSESSMENT INFORMATION			
Year	2023	2022	2021
Land Value	\$358,296	\$298,580	\$298,580
Building Value	\$0	\$0	\$0
Extra Feature Value	\$0	\$0	\$0
Market Value	\$358,296	\$298,580	\$298,580
Assessed Value	\$262,288	\$238,444	\$216,768

BENEFITS INFORMATION				
Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	\$96,008	\$60,136	\$81,812
Municipal	Exemption	\$262,288	\$238,444	\$216,768

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION	
MIAMI-DADE INDUSTRIAL PARK SEC 2	
PB 86-74	
S130FT OF LOTS 54 & 55 BLK 5 &	
S130FT OF LOTS 1 & 2 BLK 6	
LOT SIZE 14929 SQ FT	

TAXABLE VALUE INFORMATION			
Year	2023	2022	2021
COUNTY			
Exemption Value	\$262,288	\$238,444	\$216,768
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$358,296	\$298,580	\$298,580
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$262,288	\$238,444	\$216,768
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$262,288	\$238,444	\$216,768
Taxable Value	\$0	\$0	\$0

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1974	\$69,200	00000-00000	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

86-74

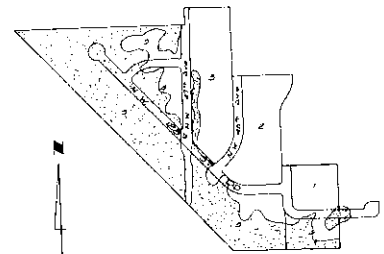
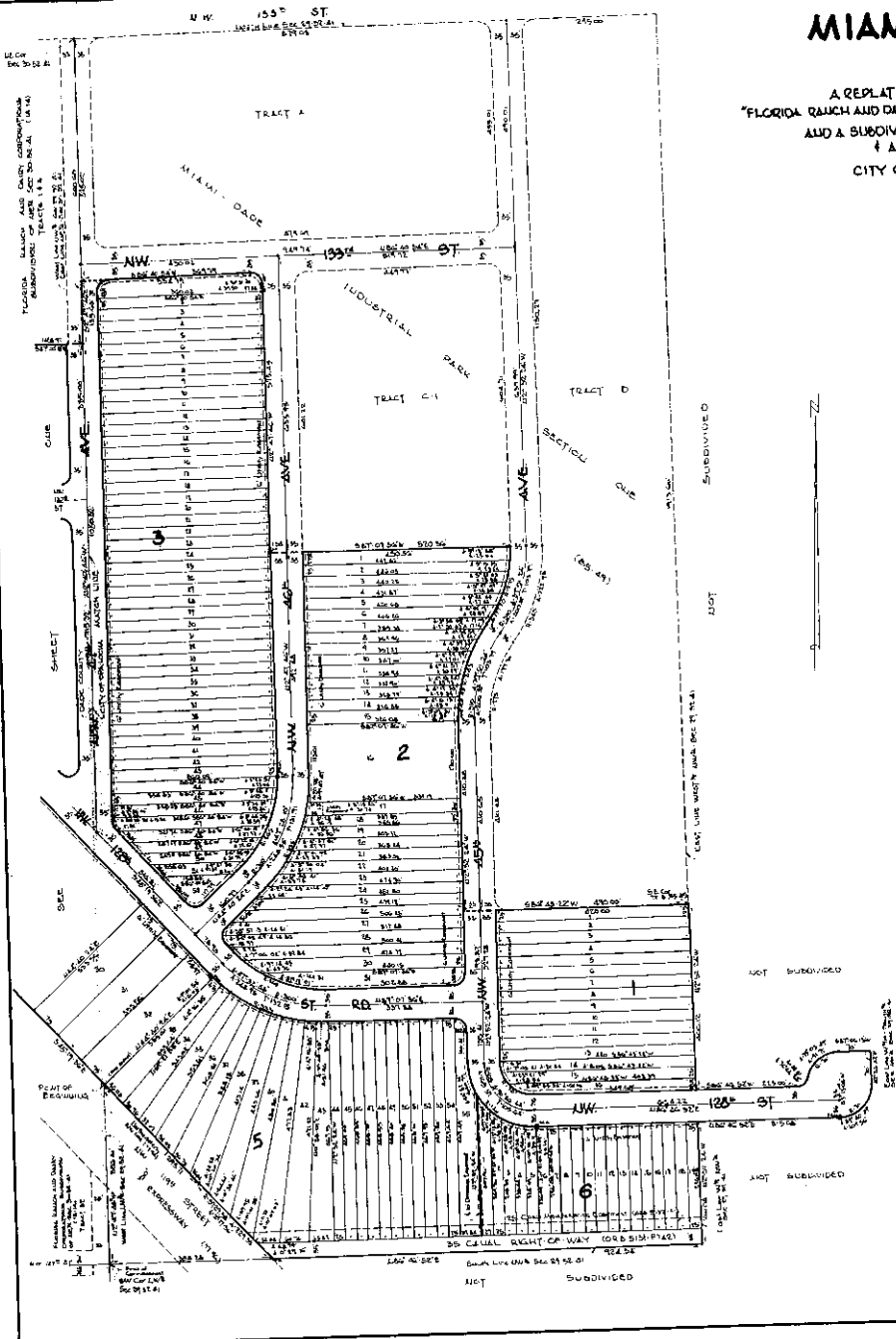
MIAMI-DADE INDUSTRIAL PARK SECTION TWO

A REPLAT OF PORTIONS OF 'SECTION FOUR, WOODME GARDENS' (PD 31-18) &
'FLORIDA RANCH AND DAIRY CORPORATION'S SUBDIVISION OF NE 1/4 OF SECTION 30-TWP 52N-R3E-41E (PD 18-114)
AND A SUBDIVISION OF A PORTION OF THE NW 1/4 - SECTION 29-TOWNSHIP 52N-RANGE 41E
& A PORTION OF THE NE 1/4 - SECTION 30-TOWNSHIP 52N-RANGE 41E

CITY OF OPA LOCKA DADE COUNTY FLORIDA

POST: DUCKLEY, MOORE & SCHUM, INC.
ENGINEERS & LAND SURVEYORS
MIAMI, FLORIDA

SCALE: 1"=100'
DATE: MAY 1974
SHEET 2 OF 2 SHEETS

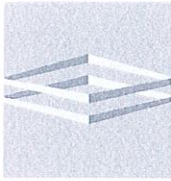


shaded area indicates portion of land to be filled in accordance with the latest Official Flood Criteria Map affecting this subdivision as passed and adopted by the Board of County Commissioners of Dade County, Florida in accordance with the approved Street Grade and Drainage Plan for this subdivision on file with the Dade County Public Works Department whichever may be of a higher elevation.

APPROVED
BY: [Signature]
DATE: MAY 1974
SHEET 2 OF 2 SHEETS

RANCO FORM A-3 (PHOTOSTAT)

Page 285 of 430



**DUNAY
MISKEL
BACKMAN** LLP

Gary Dunay
Bonnie Miskel
Scott Backman
Eric Coffman

Hope Calhoun
Dwayne Dickerson
Ele Zachariades
Matthew H. Scott

Christina Bilenki
David F. Milledge
Jeffrey Schneider
Sara Thompson

August 11, 2023

Sent via email: dwilliams@opalockafl.gov

Mr. Darwin Williams
Interim City Manager
City of Opa-Locka
780 Fisherman St.
Fourth Floor
Opa-Locka, FL 33054

Re: Letter of Interest for purchase of parcel of land identified by folio number: 08-21219-005-1621 ("Property")

Mr. Williams,

This office represents Mr. Frank Vega, and his company, Florida Industrial Properties Nine, LLC (the "FIP") with regard to FIP's intent to purchase the Property. Please accept this correspondence as an offer to purchase the Property in accordance with the terms outlined in the attached proposal. The attached proposal recognizes the appraised value of the Property of \$400,000.00 less the cost to demolish (\$120,000.00) the existing structure on the Property. My client is prepared to execute the documents required to finalize this transaction following acceptance of same by the City Commission of the City of Opa-Locka ("City").

It appears that Charter Section 4.3 (7) of the City's Code of Ordinances ("Code") requires the adoption of an ordinance by the City in order to convey Property by the City. Assuming there are no other regulations existing to prevent this

Sincerely,

DUNAY, MISKEL AND BACKMAN, LLP

Hope W. Calhoun, Esq.
Enclosure

Cc: Mr. Frank Vega, Florida Industrial Properties Nine, LLC, fvega@atlantictruckingus.com

FLORIDA INDUSTRIAL PROPERTIES NINE, LLC
2131 NW 139th STREET, BAY 22
OPA LOCKA, FL 33054
(786) 229-7148
FLORIDAINDUSTRIALPROPERTIES@GMAIL.COM

July 29, 2023

Mr. Darvin Williams
City Manager
City of Opa Locka
780 Fisherman Street
Opa Locka, FL 33054

Dear Mr: Williams

We are pleased to present for your review and approval this **Non- Binding Letter of Intent**, which shall serve to indicate the intent of Florida Industrial Properties Nine, LLC (Hereinafter "Buyer") to enter into an Agreement to Purchase & Sale ("Agreement") with the City of Opa Locka (Hereinafter "Seller")

<u>SUBJECT PROPERTY:</u>	Folio: 08-2129-005-1621
<u>SELLER:</u>	The City of Opa Locka
<u>BUYER:</u>	Florida Industrial Properties Nine, LLC
<u>PROPERTY SIZE:</u>	±14,929 SF situated on folio: 08-2129-005-1621
<u>PURCHASE PRICE:</u>	Two Hundred Eighty Thousand (\$280,000) Dollars and

00/100

GOOD FAITH DEPOSIT:

Within two (2) business days of execution of a Contract, Buyer shall make an Initial Deposit equal to Five Percent (\$14,000) Dollars. An Additional Deposit of Five Percent in the amount of (\$14,000) Dollars, shall be due at the end of the Inspection Period. Deposits shall be held with Seller's Designated Attorney ("Escrow Agent"). After the end of the Inspection Period the Deposits will become non-refundable and will apply towards the Purchase Price. The Initial Deposit and the Additional Deposit (collectively, the "Deposits") shall be held in trust as earnest money deposits and disbursed only in accordance with the terms of the Contract.

INSPECTION PERIOD: **Ninety (90) days** from execution of a mutually acceptable Contract. Buyer shall have the right to inspect the Property and Seller will cooperate with Buyer with any/all due diligence materials in their possession. Buyer may terminate the Contract within the Inspection Period and receive the return of the Initial Deposit if Buyer, in its sole and absolute discretion, is not satisfied with its investigations. The Property is being purchased in "AS-IS" condition.

TERMS OF SALE: All Cash (No Finance Contingency) at closing subject to normal pro-rations and adjustments in Miami-Dade County, Florida.

CLOSING: Within **thirty (30) days** after the Inspection Period.

BROKERAGE: The parties herein disclose and acknowledge that NO BROKER is involved in this transaction.

RESPONSE TIME: In the event that Seller does not sign this letter of intent and return it to Buyer by 5:00 PM EST on July 7, 2023, then this letter of intent shall automatically become null and void.

USAGE: The City will allow the same zoning of I-3 (Industrial) and USAGE that the abutting properties have.

DISCLAIMER: This letter is not intended to be, and shall not be construed to be, a binding contract. Neither party will rely on this letter as binding on the other; any such reliance would be imprudent and unreasonable. This letter constitutes the preliminary intent of the Prospective Buyer and is not meant to address the numerous points necessary for a formal Agreement of Sale; the execution by both parties of such formal Agreement of Sale and the final approval of Prospective Seller's senior management being conditions precedent to the obligations of the parties with respect to the purchase of the property.

Page 3

Sincerely,

A handwritten signature in blue ink, appearing to read "Jose Frank Vega", with a stylized flourish at the end.

Florida Industrial Properties Nine, LLC
Jose Frank Vega, President

ACCEPTED & AGREED:

Seller The City of Opa Locka, and/or an affiliate thereof

Mr. Darvin Williams

City Manager

Date



APPRAISAL REPORT

OF

Industrial Land

**45XX NW 128th Street (address not assigned)
Opa-Locka, FL 33054
Folio No. 08-2129-005-1621**

GRE Group, Inc. File No. 22-09015

**AS OF:
OCTOBER 7TH, 2022**

PREPARED FOR:

**DARVIN E. WILLIAMS, JD, MBA, MPH
INTERIM CITY MANAGER
CITY OF OPA-LOCKA
780 FISHERMAN STREET, 4th FLOOR
OPA-LOCKA, FL 33054**

PREPARED BY:

**GRE Group, Inc.
4345 SW 72nd Avenue, Suite B
Miami, FL 33155**

**TELEPHONE 305-595-4485
FACSIMILE 888-559-7220
Email: admin@thegregroup.com**



November 7th, 2022

Darvin E. Williams, JD, MBA, MPH
Interim City Manager
City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

Re: **Industrial Land**
45xx NW 128th Street (address not assigned)
Opa-Locka, FL 33054
Folio No. 08-2129-005-1621
GRE Group, Inc. File No. 22-09015

Dear Mr. Williams:

In accordance with your request and authorization, we have prepared this Appraisal Report of the following described property:

45xx NW 128th Street (address not assigned)
Opa-Locka, FL 33054
Folio No. 08-2129-005-1621

The intended use of the appraisal is to estimate the subject property As-Is market value of the fee simple interest as of October 7th, 2022, for the client's use in an internal asset management decision making matter. No other intended use(s) noted. The report is not to be used in any public offering and may not be used in whole or in part for any marketing of the property.

The subject property is located along the south side of NW 128th Street between NW 44th and NW 45th Avenues in the City of Opa-Locka, Miami-Dade County, FL.

The site consists of 14,929 square feet of land currently improved with a non-operational and abandoned cylindrical concrete structure that may have at one time served as a water treatment facility (Water Tank). The subject site is level and at grade, rectangular in shape, and is zoned I-3, Liberal Industrial District by the city of Opa-Locka. Note: The site improvements contribute no value to the property, therefore, to arrive at the As Is market value, the land value is estimated with the demolition cost deducted.

The subject property is subject to extraordinary assumptions which are as follows:

- As of the effective date of this report the subject property has no public access to NW 128th Street as the adjoining north parcel has fenced the property and it is encroaching making the subject lot a land-locked parcel. According to the City of Opa Locka, the site has access via a 10' easement, from the site to the north; therefore, this report is based on the extraordinary assumption that the site has street access along NW 128th Street.

- The subject is improved with a cylindrical concrete structure (water tank) and GRE Group was not provided with demolition cost estimates; GRE Group are not demolition cost experts; thus we utilized Marshall Valuation Services. Therefore, this report is based on the extraordinary assumption that MVS is accurate and recommends interested parties hire a demolition cost expert to further validate demolition cost estimates.

The above extraordinary assumptions, if found to be false or different in any way, could alter the opinions and/or conclusions of value, herein. The reader is strongly advised to be very familiar with the assumptions and how they could affect value.

The appraisal report that follows further describes the subject property and sets forth the most pertinent data assembled, the techniques employed and the reasoning leading to the findings and conclusions. This report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice, the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Accordingly, this report contains summary discussions of the data, reasoning, and analyses that are used in the appraisal process whereas supporting documentation has been retained in our file. The depth of discussion contained in this report is specific to the needs of the client and the intended use herein stated.

Unless otherwise indicated, we have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is Market Value	Fee Simple	October 7, 2022	\$280,000

Darvin E. Williams, Interim City Manager
November 7th, 2021
Page 3

Thank you for this opportunity to be of service. If we can be of any further assistance, please feel free to contact us.

Respectfully submitted,

GRE Group, Inc.

A handwritten signature in blue ink, appearing to read 'C. Gobel', is positioned above a horizontal line.

Carlos D. Gobel, MBA, SRA
Executive Director
Cert Gen RZ3904

Phone: 305.595.4485
Fax: 888.559.7220
Email: cgobel@thegregroup.com

CERTIFICATION

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined opinion or direction in opinion that favors the cause of the client, the amount of the value opinion, if any, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this report.
6. This assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation and the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, as well as the requirements of the State of Florida relating to review by its duly authorized representatives.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. Carlos D. Gobel, SRA has not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.
10. Carlos D. Gobel, SRA has completed the requirements of the continuing education program of the Appraisal Institute and the State of Florida.
11. Carlos D. Gobel, SRA made a personal interior and exterior inspection of the property that is the subject of this report.

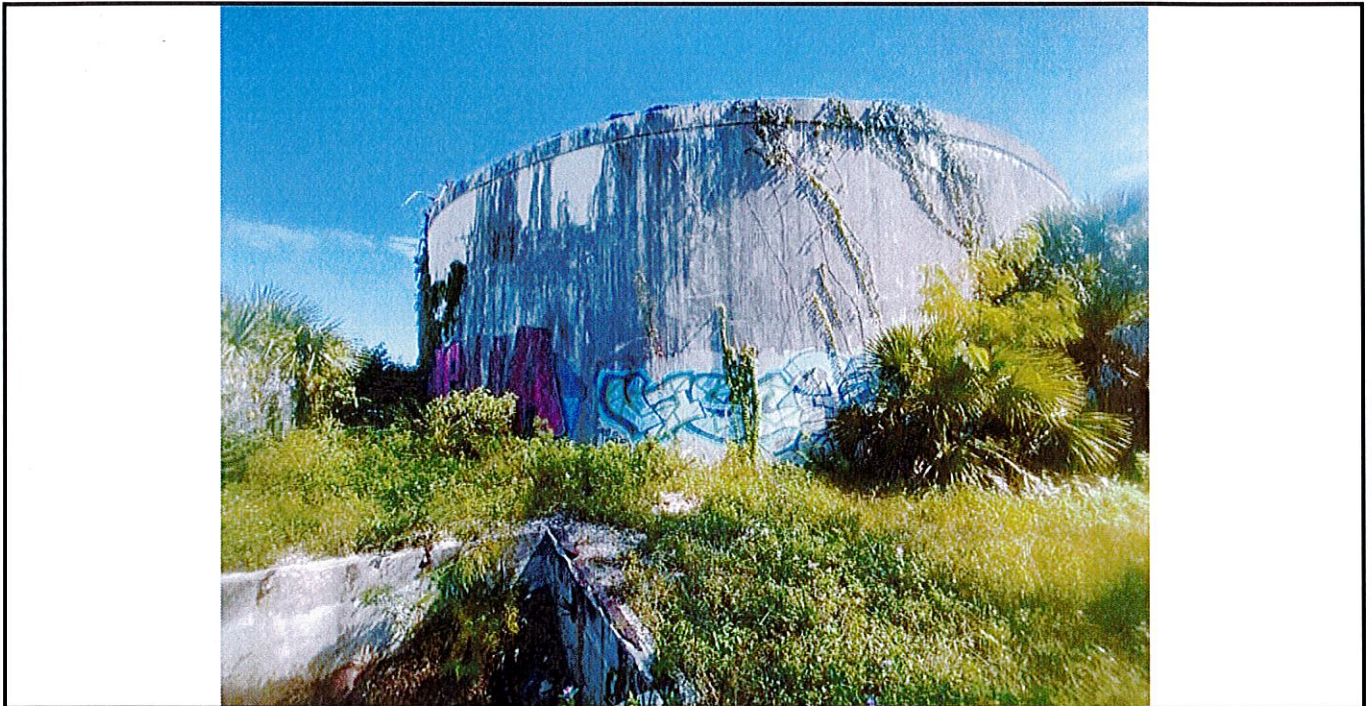


Carlos D. Gobel, MBA, SRA
Cert Gen RZ3904

AERIAL PHOTOGRAPH



SUBJECT PHOTOGRAPHS



PHOTOGRAPH OF THE SUBJECT SITE



PHOTOGRAPH OF THE SUBJECT SITE

EXECUTIVE SUMMARY45xx NW 128th Street, Opa-Locka, FL**EXECUTIVE SUMMARY**

Property Name	City of Opa-Locka Industrial Land
Address	45xx NW 128 th Street Opa-Locka, FL 33054
Property Type	Industrial Land
Owner of Record	City of Opa-Locka
Tax ID	08-2129-005-1621
Adjusted Building Area (SF)	N/A
Land Area (SF)	0.34 acres; 14,929 SF +/-
Year Built	N/A
Zoning Designation	I-3, Industrial District

Effective Date of the Appraisal	October 7 th , 2022
Date of the Report	November 7 th , 2022

VALUE CONCLUSION

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is Market Value	Fee Simple	October 7, 2022	\$280,000

TABLE OF CONTENTS

CERTIFICATION _____	i
SUBJECT PHOTOGRAPHS _____	ii
EXECUTIVE SUMMARY _____	iii
TABLE OF CONTENTS _____	iv
INTRODUCTION _____	6
SCOPE OF WORK _____	9
NEIGHBORHOOD ANALYSIS _____	11
SITE DESCRIPTION _____	15
ZONING _____	17
REAL ESTATE ASSESSMENT & TAX ANALYSIS _____	19
TYPICAL BUYER _____	21
HIGHEST & BEST USE ANALYSIS _____	22
VALUATION METHODOLOGY _____	24
SALES COMPARISON APPROACH _____	26
UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS _____	37

ADDENDA

EXHIBIT A – ADDITIONAL PHOTOGRAPHS

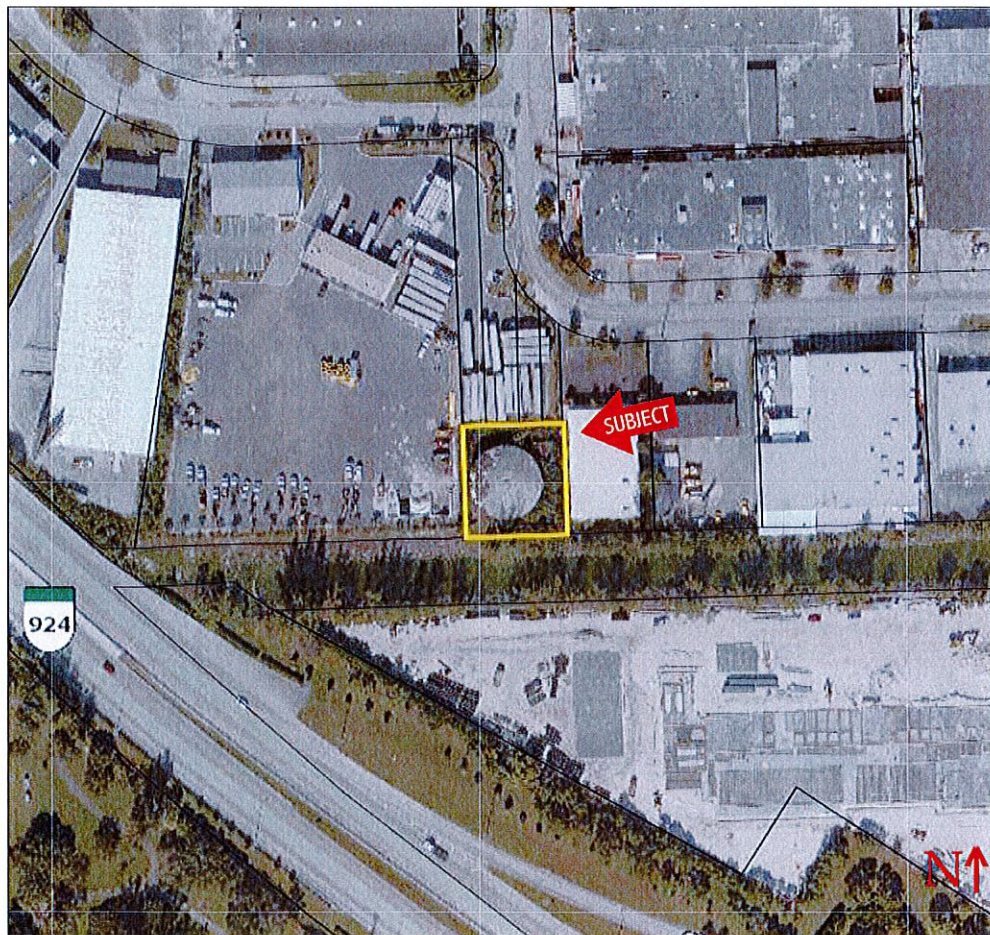
EXHIBIT B – SUBJECT PROPERTY DATA

EXHIBIT C – QUALIFICATIONS

INTRODUCTION**IDENTIFICATION OF PROPERTY**

The subject property is located along the south side of NW 128th Street between NW 44th and NW 45th Avenues in the City of Opa-Locka, Miami-Dade County, FL. It consists of 14,929 square feet of land, currently is improved with a non-operational and abandoned water tank, and, as per the client's request, the valuation is of the land as though vacant.

An aerial location map of the subject property is shown below.



LEGAL DESCRIPTION

The subject's legal description is as follows:

Lots 54 & 55, Block 5 Less the north 130 feet and Lots 1 & 2, Block 6 less the north 130 feet of MIAMI DADE INDUSTRIAL PARKT PART TWO, according to the Plat thereof, as recorded in Plat Book 86 at Page 74, of the Public Reocrds of Miami-Dade County, Florida

ASSESSORS PARCEL NUMBER

The Miami-Dade County Tax Assessor's parcel number is as follows:

08-2129-005-1621

OWNER OF RECORD

City of Opa-Locka
777 Sharazad Boulevard
Opa-Locka, FL 33054

HISTORY OF TITLE

There have been no recorded sales of the subject property in the past five years.

The only recorded transaction for the subject property is a warranty deed dated September 13th, 1974 whereby "Miami-Dade Industrial Park" (grantor) transferred ownership of the parcel to the "City of Opa Locka" (grantee).

As of the effective date, to the best of our knowledge the subject properties is not being marketed for sale; however, the intended use is for an internal matter as it relates to the potential sale of the property, however no additional information was provided.

TYPE OF VALUE, PROPERTY RIGHTS AND EFFECTIVE DATE

The purpose of the appraisal is to develop an estimate of the market value as is of the fee simple interest in the subject property (land) as of the effective date of the appraisal, October 7th, 2022. The date of the report is November 7th, 2022. The appraisal is valid only as of the stated effective date.

INTENDED USE AND USER OF THE REPORT

The appraisal report is intended for the exclusive use of the City of Opa Locak (client). The intended use of this appraisal report is use for an internal asset management decision making matter. No other intended user(s) or use(s) are noted. No party or parties other than the client may use or rely on the information, opinions, and conclusions contained in this report.

APPLICABLE REQUIREMENTS

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Applicable state appraisal regulations;

PRIOR SERVICES

USPAP requires appraisers to disclose to the client any services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have not performed any services in connection with the subject properties within the three-year period immediately preceding the acceptance of this assignment, either as an appraiser or in any other capacity.

PROPERTY RIGHTS

The property rights considered represent the **fee simple estate** which is defined as absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.

Source: The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, 2010.

SCOPE OF WORK

The scope of the appraisal report consists of the extent and degree of research that is conducted, data that is gathered and analysis that is applied in order to develop credible market-based findings for the subject property. The appraisal problem herein is to estimate the market value of the fee simple interest of the subject property (land only). The only approach to value applied in this appraisal is the sales comparison approach as neither the cost approach nor an income approach are typically considered by purchase of land.

APPROACHES TO VALUE

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

PROPERTY INSPECTION

With regard to this assignment, GRE Group, Inc. inspected the subject property on October 7th, 2022. Additional information for this report was gathered from data available through public records, multiple listing or commercial listing services, on-site observations, and discussion with project managers and/or administrative assistants.

In addition, we also inspected the surrounding neighborhood to assess the environment in which the property is located, and municipal records were researched for information on ownership, real estate assessment, taxes, and zoning regulations. City, county and/or state departments, and agencies were consulted when it was necessary to obtain information relevant to the subject property.

DEFINITIONS

In developing our report, we used the following definitions:

Marketability Analysis

Marketability Analysis is a process for examining the productive attributes of a specific property, its demand and supply, and its geographic area. Marketability Analysis (often referred to erroneously as market analysis) is an essential part of the highest and best use conclusion for every valuation appraisal.

Source: The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, 2010.

Market Analysis

Market Analysis is a process for examining the demand for and supply of a property type, and the geographic market area for that property type.

Source: The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, 2010.

Market Value

Market Value is defined as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."¹

The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, 2010.

¹ Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472

NEIGHBORHOOD ANALYSIS**General Neighborhood Data**

Location:	Urban
Built Up:	80% to 90%
Growth Rate:	No growth
Property Values:	Current market for all product types is in fluctuation, with industrial, data centers, multi-family and certain medical uses considered to be the least affected; some types of retail, office and land being mid-range affected and some types of retail, office and land, as well as hospitality and restaurants being the most affected.
Demand/Supply:	In balance currently, with potential for increased vacancy in the short term
Present Land Use:	Industrial
Change in Present Land Use:	Not likely
Predominant Use:	Industrial
Property Compatibility:	Average
General Appearance of Properties:	Poor to average
Appeal to Market:	Average

Adjacent Uses

East:	Warehouse
West:	Warehouse
South:	Warehouse
North:	Vacant land

Linkages**Distance****Access**

Public Transportation:	Within a few blocks	Very good
Employment Centers:	One to two miles	Above average
Expressway Access:	One to two miles	Good
Miami International Airport:	Seven to ten miles	Average
Opa-locka Airport	One to two miles	Very good

Land Use

The area is suburban in character and approximately 80% - 90% developed. In the immediate vicinity of the subject, land uses include a mix of commercial and residential uses. Other land use characteristics are summarized on the following page:

SURROUNDING AREA LAND USES	
Character of Area	Suburban
Predominant Age of Improvements	1940's to present
Present Land Use	Commercial & Industrial
Property Compatibility	Average
Predominant Quality and Condition	Range from Below average to Average
Approximate Percent Developed	80% - 90%
Infrastructure/Planning	Adequate
Predominant Location of Undeveloped Land	Limited vacant available in-fill sites.
Prevailing Direction of Growth	West

SURROUNDING AREA ATTRIBUTE RATINGS	
Highway Access	Average
Demand Generators	Good
Convenience to Support Services	Average
Convenience to Public Transportation	Average
Employment Stability	Average
Police and Fire Protection	Average
Property Compatibility	Average
General Appearance of Properties	Average
Appeal to Market	Good
Barriers to Competitive Entry	Average
Price/Value Trend	Fair

SITE DESCRIPTION

The subject site is rectangular and has total area of the parcel is 14,929 square feet (0.34± acres) with a depth of 142 feet and a width of 105 feet, with a 10' easement access along the south side of NW 128th Street. The following chart summarizes pertinent details regarding the subject site.

The following chart summarizes pertinent details regarding the subject sites.

Site Data	
Physical Description	
Address	45XX NW 128th Street, Opa-Locka
Tax ID	08-2129-005-1621
Net Site Area	14,929 square feet
Excess Land Area	-
Gross Site Area	14,929 square feet
Shape:	Rectangle
Frontage	10 feet along NW 128th Street
Additional frontage	105 feet along the south side of the site adjacent to canal
Access	South side of NW 128th Street
Drainage:	Abutting storm sewer
Topography	Level and at Street Grade
Soil & Subsoil	Assumed Adequate
Utilities	
Water	City of Opa-Locka
Sewer	City of Opa-Locka
Electricity	FP & L
Telephone	Various carriers

EASEMENTS AND ENCROACHMENTS

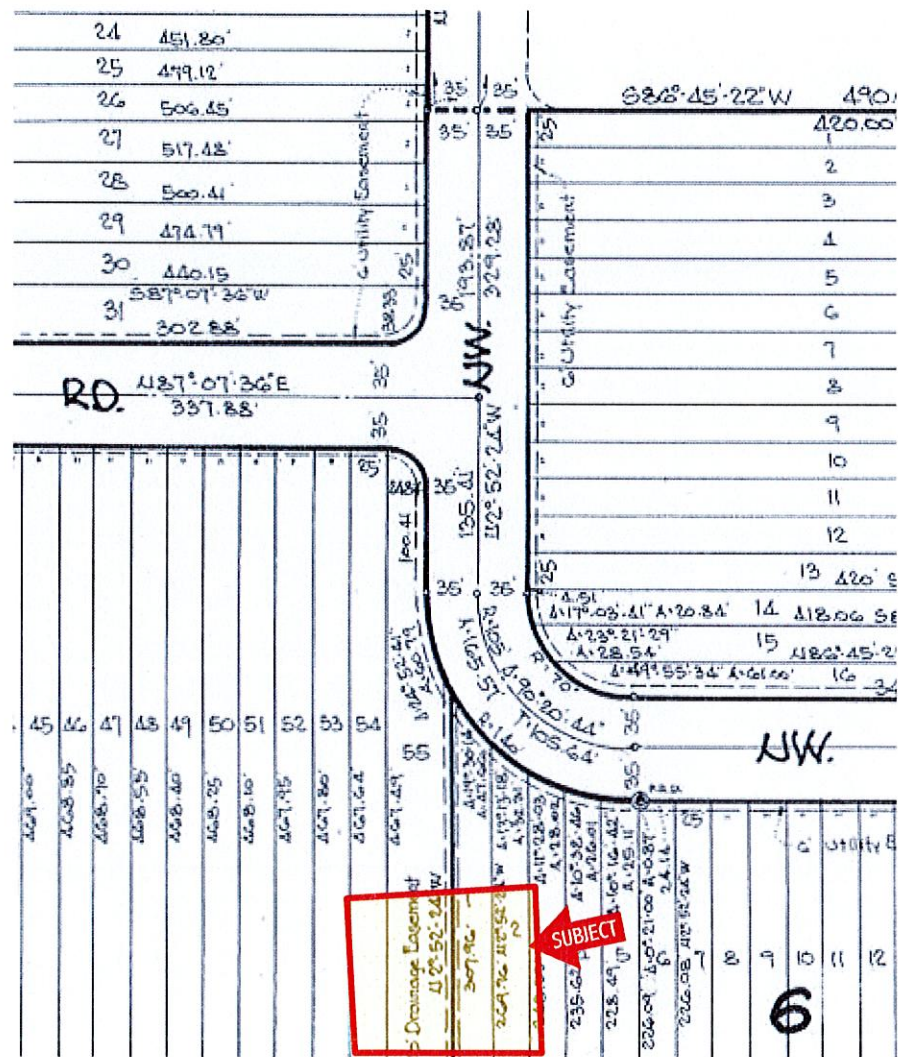
Based on our personal inspection and review of the recorded plat, the property does appear to be adversely affected by an encroachment which would impair its marketability or value by the adjoining north parcel which has fenced the property and it is encroaching the subject property by restricting access via the aforementioned 10' easement. A title policy for the property has not been provided for the preparation of this appraisal report. Therefore, it is recommended that the client/reader obtain a current title policy outlining all easements and encroachments on the property, if any, prior to making a business decision.

SITE DESCRIPTION

45xx NW 128th Street, Opa-Locka, FL

ENVIRONMENTAL HAZARDS

We were not provided with a Phase 1 Environmental Site Assessment (ESA), or any other environmental or physical condition reports. The findings and conclusions rendered in this report are predicated on the assumption that there are no hazardous materials or underground storage tanks on or in the property that would cause a loss in value. The existence of hazardous materials or underground storage tanks could have a material effect on the value of the property. Evidence of hazardous waste or toxic materials was not visible based upon our physical inspection; however, GRE Group, Inc. is not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site.



DESCRIPTION OF IMPROVEMENTS AND DEMOLITION COST

Currently the site is improved with a cylindrical concrete structure that may have at one time served as a water treatment facility (Water Tank). These improvements are estimated to be approximately 6,362 square feet (based on 90 feet diameter) and are to be demolished. GRE Group, Inc. was not provided with any demolition cost; therefore, demolition cost have been estimated and based on Marshall Valuation Service.

The cost estimated from Marshall Valuation Service includes the cost of labor, materials, supervision, contractor's profit and overhead, architect's plans and specifications, sales taxes, and insurance. Not included are escrow fees, legal fees, property taxes, demolition, storm drains, or rough grading. Additionally, discounts or bonuses paid for financing, costs of land planning or preliminary concept and layout for large developments, and interest or tax on the land are not included.

The building replacement cost was estimated by utilizing the calculator method of Marshall Valuation Service, a continuously updated compendium of building costs. Following is a breakdown of those cost estimates.

Buiding Foundation, concrete, wall	Section/Page	Date	\$/Sq.Ft.
Basic Cost per Square Foot	66/10	12/2021	\$16.15
Refined Cost per Square Foot			\$16.15
Multipliers:			
Time	99/3	8/2022	1.10
Building Height	11/18	7/2022	1.07
Estimated Cost per Square Foot			\$19.01
Estimated Cost per Square Foot (Rounded)			\$19.00

These improvements are estimated to be approximately 6,362 square feet, therefore cost to demolish is estimated at \$120,000 rounded. This will be deducted from each valuation scenario as a one-line item.

ZONING

Zoning regulates land uses and related matters. Zoning has a direct effect on the health, safety, comfort and convenience of all the people in the community, because it has a direct effect on traffic and parking, congestion, slum prevention, general community and neighborhood appearance, community revenues, expenditures and property values.

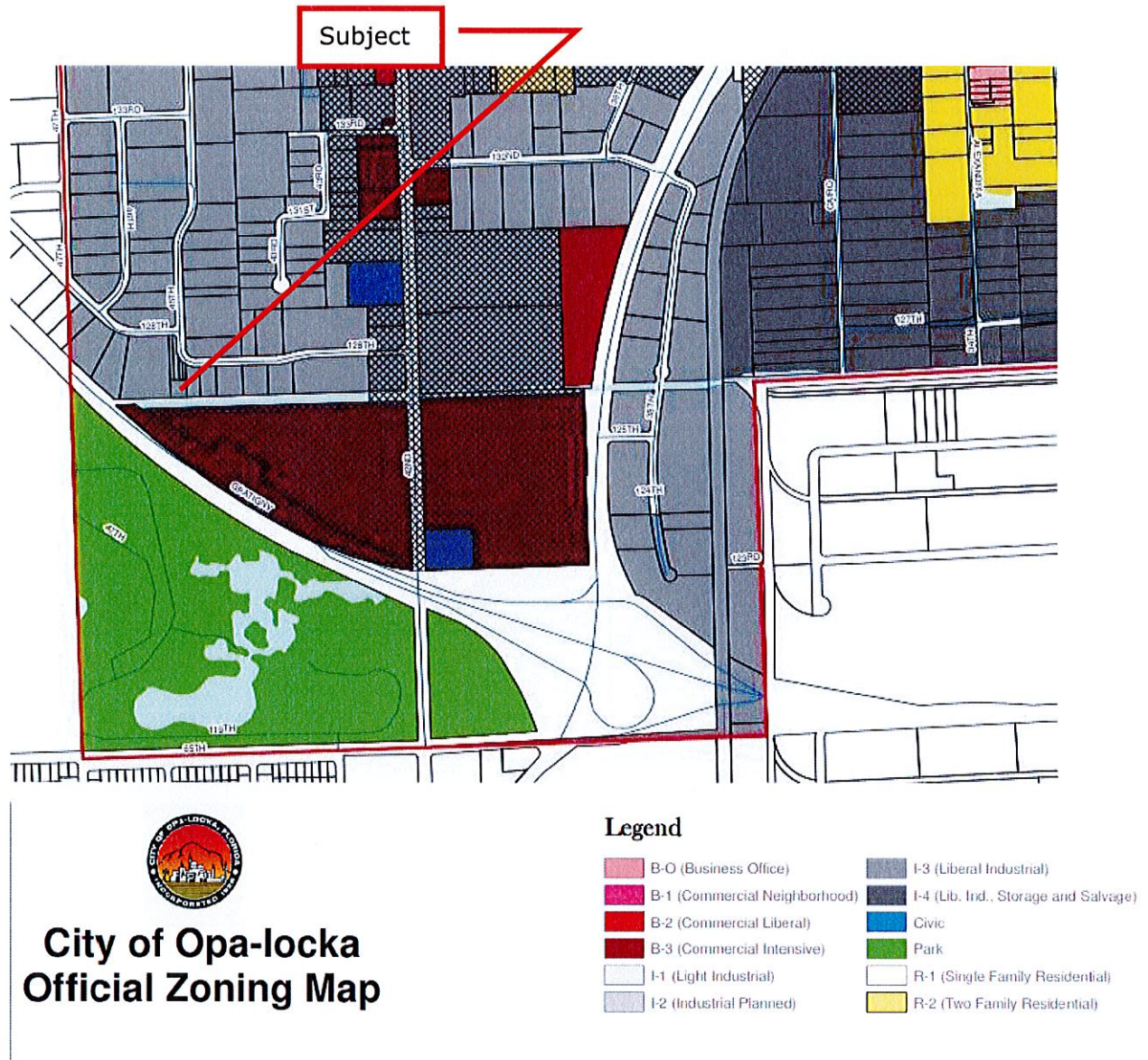
The purpose of planning and zoning include the following:

- To conserve the value of the land, buildings and resources. To protect the character and maintain the stability of residential, agricultural, business and industrial areas, and to promote the orderly development of such areas.
- To guide and accomplish a coordinated, adjusted and harmonious development, which, in addition to the purposes set forth above, will contribute to the efficiency and economy in the process of development.
- To prevent overcrowding of land and undue concentration of population.

Zoning should group compatible uses, and separate incompatible uses. Planning and zoning should establish an orderly land use pattern related to transportation facilities, utilities, and other public facilities and services, and to the physical suitability of the land for the intended purposes.

Zoning assures an appropriate balance between lands developed or intended for development for various purposes, and protects reserved land so that it may be used for the most logical purpose. Grouping activities having similar needs in such a manner so as to maximize efficiency and minimize friction protects land values and amenity and reduces costs for services.

The subject property is zoned I-3, Liberal Industrial District by the city of Opa Locka, FL. This zoning district allows for a wide range of land uses including research, assembly, fabrication, manufacturing, repair, service, retail, entertainment, and places of assembly. For a detailed listing of allowable uses and restrictions, refer to the zoning code of the city of Opa Locka, FL.



REAL ESTATE ASSESSMENT & TAX ANALYSIS

Real estate in Florida is assessed at 100% of the assessor's estimated "Just Value". Just Value has been equated to market value less the "costs of sale" – closing costs, commissions, doc stamps, etc. – and any exemptions such as homestead, widow, disability or agricultural exemptions. Although the State of Florida requires real estate to be assessed at 100% of Just Value, in reality the ratio of the assessed value to sale price is generally below 100%. The assessments are effective as of January 1 of each year and are payable by March 31 of the following year. For example, 2022 taxes are assessed as of January 1, 2022 but due by March 31 of 2023. The Miami-Dade County Commission, in conjunction with local municipalities, sets the millage rate for the given year by August or September of that year. Tax bills are mailed by October or November and provide for a 4% discount if paid by the end of November, 3% if paid by December, 2% if paid by January and 1% if paid by the end of February. Otherwise tax bills are to be paid in full by the end of March and are delinquent after March 31. The subject's market value, assessed value, and taxes are summarized below, and do not include any furniture, fixtures and equipment.

Folio #	Address	Land Value	Building Value	Extra Feature	Assesed Value	Market Vale	Taxes
08-2129-005-1621	45XX NW 128th St	\$298,580	\$0.00	\$0.00	\$238,444	\$298,580	\$0.00

The Miami-Dade Property Appraiser re-assesses real estate within the county on an annual basis using the sales comparison, cost, and income approaches to value as applicable. In the process, significant emphasis is placed on any recent arm's length sales of a property under review for re-assessment.

For 2021, the total assessment for the subject is listed in the table above, with corresponding total gross tax burdens also indicated. Note: The subject property is owned by the City of Opa Locka and is not subject to taxes. If sold to an individual or a for-profit entity, taxes would be required to be paid. Given the market value of \$400,000; based on Florida Statutes with a 15% reduction for cost of sale, the assessment would be \$340,000 with a real estate tax of \$8,325.

Folio	Sq. Ft.	
Address		
Millage Rate 2022	24.4843	
Site Area	14,929	
Market Value	\$298,580	\$20
85 % Market Value	\$253,793	\$17
Estimated Taxes	\$8,325	\$0.56
Discount Taxes	\$7,992	\$0.54

Marketing Time

Marketing Time is the time it takes an interest in real property to sell on the market subsequent to the date of the appraisal. Reasonable marketing time is an estimate of the amount of time it might take to sell an interest in real property as its estimated market value during the period immediately after the effective date of the appraisal; the anticipated time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence and the consummation of a sale at a price supportable by concurrent market conditions. Marketing time for the subject property is expected to be three to nine months.

Exposure Time

Exposure Time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. The concept of reasonable exposure encompasses not only sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate, and value ranges and under various market conditions. Exposure time the subject property is believed to be between three to nine months.

Typical Buyer

The subject is herein considered as vacant land. A typical purchaser of the property would be a business owner to construct a location for their operations in the future. Neither rental rates, nor sales prices are strong enough to justify the cost of land acquisition and construction costs to make building for investment purposes feasible.

HIGHEST & BEST USE ANALYSIS

An understanding of market behavior is essential to the concept of highest and best use. Analyzing the highest and best use of a property may require detailed study. In many appraisals, however, the nature of the assignment sets limits on the extent of analysis to be undertaken, and the characteristics of property restricts the number of alternative uses to be considered.

Highest and best use may be defined as: "The reasonably probable and legal use of vacant land or an improved property, which is feasible, possible, appropriately supported, financially feasible and that results in the highest value."

The highest and best use of a specific parcel of land is not determined through subjective analysis by property owner, developer or appraiser; rather, the competitive forces within the market where the property is located shape highest and best use.

Therefore, analysis and interpretations of highest and best use is an economic study of market forces focused on the subject property.

Four criteria are examined in order to determine the highest and best use of the subject property. The criteria and their applicability to the subject, both "as vacant" and "as improved" are as follows:

Legally Permissible: a legally permissible use is determined primarily by current zoning regulations. However, other considerations such as long-term leases, deed restrictions, and environmental regulations may preclude some possible highest and best use.

Physically Possible: the size, shape and topography affect the uses to which land may be developed. The utility of a parcel is dependent on its frontage and depth. Sites with irregular shapes may be more expensive to develop, and topography or subsoil conditions may make utilization too costly or restrictive. Highest and best use as improved also depends on physical characteristics such as condition and utility.

Financially Feasible: the use of the property is analyzed to make a determination as to the likelihood that the property is capable of producing a return which is greater than the combined income needed to satisfy operation expenses, debt service, and capital

amortization. Any use that is expected to produce a positive return is classified as financially feasible.

Maximally Productive: the use that provides the highest rate of return among financially feasible uses is the highest and best use. The use of the land must yield a profitable net return, and the quantity of land devoted to any specific use must be limited to that quantity which will yield a maximum return to each owner.

Highest and Best Use as Vacant

The zoning on the subject property is I-3, Liberal Industrial District by the city of Opa-Locka, Florida. This zoning allows for a wide range of land uses including research, assembly, fabrication, manufacturing, repair, service, retail, entertainment, and places of assembly. The subject property is located in a predominately industrial area. Most uses are single tenant, owner user industrial product. Neither rental rates, nor sales prices are strong enough to justify the cost of land acquisition and construction costs to make building for investment purposes feasible. Therefore, the highest and best use is to remain vacant until such time as rental rates and/or sale prices increase enough to justify new construction of industrial product.

Highest and Best Use as Improved

The subject property is being considered vacant land; therefore, an analysis of the highest and best use as improved is not applicable.

VALUATION METHODOLOGY

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** is based on the principle of substitution which states that an informed purchaser would not pay more for a property than the cost of reproducing a property with the same utility. The cost approach can often yield reliable estimates of value for new construction. This approach entails estimating the cost of producing the improvements, deducting an estimate of depreciation, then adding the value of the site as if vacant. To this value an entrepreneurial incentive is added to arrive at the estimated value by the cost approach.

The **sales comparison approach** is based on the principle of substitution which suggests that, within competitive markets, similar products will realize similar prices. Inherent in this concept is the premise that a purchaser would not pay more for a property than the cost to acquire another property with the same amenities and utility.

The **income capitalization approach** is based on the concept that value is created by the expectations of future benefits and higher earnings should result in higher values. Income producing real estate is purchased for the right to receive future income. The income capitalization approach consists of methods to analyze a property's capacity to generate income, and a reversion, and convert these monetary benefits into an estimate of value.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The only approach to value applied in this appraisal is the sales comparison approach as neither the cost approach nor an income approach are typically considered by purchase of land.

The methodology employed in this assignment is summarized as follows:

APPROACHES TO VALUE		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

SALES COMPARISON APPROACH

The sales comparison approach is the process in which a market value estimate is derived by analyzing the sales of similar properties and comparing these to the subject. Estimates of market rent, cost, depreciation and other value parameters may be derived in the other approaches to value using comparative techniques. Often these elements are also analyzed in the sales comparison approach to determine adjustments to be made to the sale prices of comparable properties. The comparative techniques of analysis applied in the sales comparison approach are fundamental to the valuation process. A major premise of the sales comparison approach is that the market value of a property is directly related to the prices of comparable and competitive properties.

The comparative analysis performed in the market sales comparison approach focuses on similarities and differences among the properties and transactions that affect value. These may include differences in property rights appraised, motivations of buyers and sellers, financing terms, market conditions at time of sale, size, location, physical features and, economic characteristics. Elements of comparison are tested against market evidence to determine which are sensitive to change and how they affect value.

Relationship to Appraisal Principles

The concept of anticipation and change, together with the principles of supply and demand, substitutions, balance, and externalities, are basic to the sales comparison approach. Guided by these principles, an appraiser attempts to consider all issues relevant to the valuation problem in a manner that is consistent and reflects local market expectations.

Applicability and Limitations

The market sales comparison approach is applicable to all types of real estate when there are sufficient, recent and reliable transactions to indicate value patterns or trends in the market. For property types that are bought and sold regularly, this approach often provides a reliable indication of market value.

To ensure the reliability of value conclusions derived by applying the approach, the appraiser must verify the market data obtained and fully understand the behavioral characteristics of the buyers and sellers involved in property transactions. Incorrect assumptions and conclusions may result if the appraiser relies on cold statistical data without regard for the motivation of the parties to the transactions. Similarly, errors can result if the characteristics of the databases, anticipated income and expense schedules, or potential changes in use are not considered.

The sales comparison approach is a significant and essential part of the valuation process, even when its reliability is limited. In situations where the dissimilarities in factors affecting property value cannot be properly determined or quantified the sales comparison approach may still provide a probable range of value that can support a primary value indication derived from the application of one of the other approaches. Furthermore, data needed to apply the other approaches (e.g., overall capitalization rates for the income approach or depreciation estimates for the cost approach) are often obtained in the comparative process.

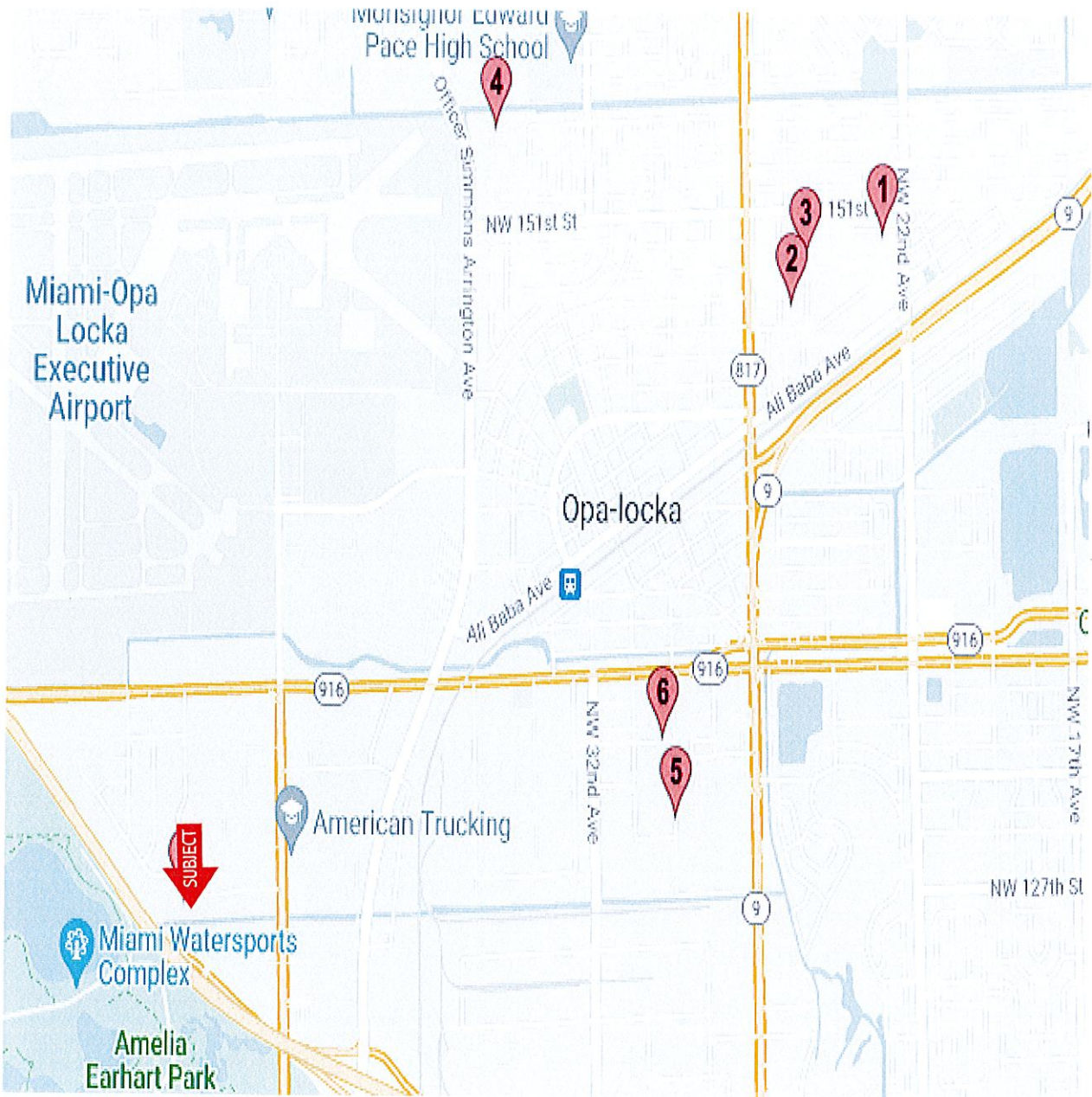
In order to estimate the Market Value of the subject property via the Sales Comparison Approach, the appraiser has gathered, verified and analyzed several sales within the subject's market area.

VACANT LAND SALES GRID

Following is a grid of the comparable sale properties used for comparison to the subject property.

No.	Sale Date	Address / Folio	Zoning	OR Book/Page	Sale Price	Sq. Ft.	\$ Sq.Ft.
1	Jan-21	23xx NW 150th Street 08-2122-025-0130	I-2	32271/2583	\$750,000	35,000	\$21
2	Mar-21	14800 NW 24th Court 08-2122-025-0500 and 0510	I-2	32387/1381	\$1,160,000	54,000	\$21
3	Feb-22	147xx NW 24th Court 08-2122-025-0501	I-2	33073/1667	\$755,000	26,000	\$29
4	Nov-21	34xx NW 154th Terrace 34-2116-014-0100	I-1	32866/1855	\$325,000	12,470	\$26
5	Oct-20	13030 NW 30th Avenue 08-2128-002-0070 & 0080	I-2	32011/3280	\$650,000	20,117	\$32
6	Jul-20	2950-2990 NW 132nd Terrace 08-2128-004-0340, 0350	I-2	32026/2048	\$2,985,000	148,974	\$20
Subject		45xx NW 128th Street 08-2129-005-1621	I-3			14,929	
						Minimum	\$20
						Maximum	\$32
						Average	\$25
						Median	\$24

VACANT LAND SALES MAP



COMPARABLE IMPROVED SALES**COMPARABLE SALE No. 1**

Property Address: 23xx NW 150th Street, Opa-Locka, FL 33054
Property Folio No.: 08-2122-025-0130
Sale Price: \$750,000
Land Size: 35,000 SF
Price per SF: \$21
ORB/Page: 32271/2583
Sale Date: January 2021
Buyer: Samanez Group, LLC
Seller: Adolfo Holdings, Inc
Financing Terms: Cash to Seller; no other financing information was available

Comments:

This sale of a of a single parcel forming a rectangular shaped site. It is located along the south side of NW 150th Street, just west of NW 22nd Court within the city of Opa-locka, Miami-Dade County, FL. The site consists of 35,000 square feet (0.80 acres) and appears to be at grade level, with some asphalt fill.

Aerial

COMPARABLE IMPROVED SALES**COMPARABLE SALE No. 2**

Property Address: 14800 NW 24th Court, Opa-Locka, FL 33054
Property Folio No.: 08-2122-025-0500 & 0510
Sale Price: \$1,160,000
Land Size: 54,000 SF
Price per SF: \$21
ORB/Page: 32387/1381
Sale Date: March 2021
Buyer: LDM Florida, LLC
Seller: Optimal International Investment, LLC
Financing Terms: Cash to Seller; no other financing information was available

Comments:

This is the sale of two adjacent industrial parcels located along the west side of NW 24th Court between NW 147th and NW 149th Street in the city of Opa-Locka. The site was purchase for use of storage of trailers

Aerial

COMPARABLE IMPROVED SALES**COMPARABLE SALE No. 3**

Property Address: 147xx NW 24th Court, Opa-Locka, FL 33054
Property Folio No.: 08-2122-025-0501
Sale Price: \$755,000
Land Size: 26,000 SF
Price per SF: \$29
ORB/Page: 33073-1677
Sale Date: February 2022
Buyer: SF Investment Properties, LLC
Seller: Manuel Sanchez
Financing Terms: Cash to Seller; no other financing information was available

Comments:

This is the sale of a single industrial parcel located along the west side of NW 24th Court between NW 147th and NW 149th Street in the city of Opa-Locka. The site was listed for \$780,000 for four seven months prior to contract.

Aerial

COMPARABLE IMPROVED SALES**COMPARABLE SALE No. 4**

Property Address: 34xx NW 154th Terrace, Miami Gardens, FL 33054
Property Folio No.: 34-2116-014-0100
Sale Price: \$325,000
Land Size: 12,470 SF
Price per SF: \$26
ORB/Page: 32866/1855
Sale Date: November 2021
Buyer: MJK Land Investment, LLC
Seller: KDN Land Investment, LLC
Financing Terms: Cash to Seller; no other financing information was available

Comments:

This is the sale of a single industrial parcel located along the north side on NW 154th Terrace just east of the Opa-Locka airport between NW 34th and NW 37th Avenues in the city of Miami Gardens. The site was listed for \$325,000 for two months prior to contract.

Aerial

COMPARABLE IMPROVED SALES**COMPARABLE SALE No. 5**

Property Address: 13030 NW 30th Avenue, Opa-Locka, FL 33054
Property Folio No.: 08-2128-002-0070 & 0080
Sale Price: \$650,000
Land Size: 20,117 SF
Price per SF: \$32
ORB/Page: 32011/3280 and 32175/22
Sale Date: October 2020
Buyer: R & D Electric Properties, LLC
Seller: Yogh Tacury and Carlos Cabrera
Financing Terms: Cash to Seller; no other financing information was available

Comments:

This is the sale of two adjacent industrial parcels between two sellers and one buyer in the city of Opa-locka. More specifically, the parcels are located at the northwest corner of the intersection of NW 30th Avenue and NW 130th Street. The parcels were being used as storage yards at the time of sale. The total listing price for the parcels was \$700,000 or \$34.80 per square foot. The listing broker stated that the buyer intends to use the sites for the storage of his construction company equipment.

Aerial

COMPARABLE IMPROVED SALES**COMPARABLE SALE No. 6**

Property Address: 2950-2990 NW 132nd Terrace, Opa-Locka, FL 33054
Property Folio No.: 08-2128-004-0340 & 0350
Sale Price: \$2,985,000
Land Size: 148,974 SF
Price per SF: \$20
ORB/Page: 32026/2048 & 32062/4962
Sale Date: July 2020
Buyer: Rock & Dirt Construction Equipment Rental, LLC
Seller: Clarence Chine and Five Star Investment Properties, LLC
Financing Terms: Cash to Seller; no other financing information was available

Comments:

This is the sale of two adjacent parcels between two sellers to a single buyer. The parcels are located in the city of Opa-locka. More specifically, they are located along the east side of NW 31st Avenue between NW 131st Street and NW 132nd Terrace. The parcels were being used as storage yards at the time of sale. The total listing price for the parcels was \$3,150,000 or \$21.14 per square foot. The buyer purchased the land to build the future headquarters for Rock & Dirt Construction Equipment Rentals, their company.

Aerial

ADJUSTMENT GRID

Below is a grid which illustrates qualitative adjustments used to compare the comparable sales to the subject property. Percentage adjustments were not utilized. To utilize percentage adjustments, it would be necessary to pair (compare) sales to extract value differences. This is difficult as there is normally insufficient data to provide pairings for all value differences. Below is a grid which illustrates the adjustments made. A plus (+) sign indicates the unit of comparison of the sale must be adjusted upward as that characteristic is inferior to the subject. A minus (-) sign indicates the unit of comparison of the sale must be adjusted downward since the characteristic is superior to the subject. An equal (=) sign indicates the sale characteristic is comparable to the subject property.

Sale No.	1	2	3	4	5	6
Price per Sq. Ft.	\$21	\$21	\$29	\$26	\$32	\$20
Market Condition	+	+	=	+	+	+
Location	=	=	=	=	-	-
Size	+	+	+	=	=	++
Shape	=	=	=	=	=	=
Zoning	-	-	-	-	-	-
Overall Adjustments	+	+	=	=	-	+

ESTIMATED MARKET VALUE BY DIRECT SALES COMPARISON APPROACH

The comparable sales utilized were the most recent and similar type properties available at the time of inspection. When selecting comparables most emphasis was placed on location, intended use, zoning, and overall market appeal. An extensive market analysis was conducted and analyzed in order to select properties deemed comparable to the subject that have sold in the recent past, that a prudent buyer would consider as comparisons to the subject. The appraiser has analyzed all relevant and non-relevant factors a prudent buyer would consider in the purchase of the subject property.

The comparables presented provide a good indication of the subject's current market value for their similar characteristics to subject, while reflecting the actions of buyers and sellers in the market place. The sales reflect a range of \$20 to \$32 per square foot with an average of \$25 per square foot and a median at \$24 per square foot.

Once the comparable indicated prices are adjusted for differences, Sale 5 (at \$32 per square foot) was considered superior and required downward adjustments. Sales 1, 2, and 6 (ranging from \$20 to \$21 per square foot) were considered inferior and required upward adjustments; while Sales 3 and 4 (at \$26 and \$29 per square foot) were considered to have offsetting adjustments.

After considering the sales data available and the factors influencing value described, it is concluded that the subject land has a value, as if vacant, of \$27 per square foot. The estimated land value equals 14,929 square feet times \$27 per square foot, equal to \$400,000 (rounded).

As previously stated, to arrive at the As Is value, deducted is the demolition costs estimated at \$120,000 (see page 15). Thus, the subject's As Is value is \$280,000 (rounded)

RECONCILIATION OF VALUE**COST APPROACH**

The cost approach is most reliable for newer properties that have no significant amount of accrued depreciation. As previously discussed, the Cost Approach is judged to be inapplicable and is not utilized.

SALES COMPARISON APPROACH

The sales comparison approach is most reliable in an active market when an adequate quantity and quality of comparable sales data are available. In addition, it is typically the most relevant method for owner-user properties, because it directly considers the prices of alternative properties with similar utility for which potential buyers would be competing. There is a reasonably active market for comparable properties, and this approach most closely reflects buyer behavior.

INCOME CAPITALIZATION APPROACH

The income capitalization approach is usually given greatest weight when evaluating investment properties. The value indication from the income capitalization approach is supported by market data regarding income, expenses and required rates of return.

The income capitalization approach was not estimated as it is not reliable, nor applicable for this type product.

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our value opinion follows:

VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is Market Value	Fee Simple	October 7, 2022	\$280,000

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

In conducting this appraisal, the following assumptions and limiting conditions have been made:

1. The appraisers assume no responsibility for legal matters affecting the subject property or the title thereto; nor do we render any opinion as to the title, which is assumed to be good and marketable. The market analysis also assumes the property has no private deed restrictions, limiting the use of the subject property in any way.
2. The property is assumed to be free and clear of any or all liens, encumbrances, encroachments, easements and restrictions, unless otherwise stated.
3. GRE Group, Inc. assumes the subject property will be under responsible, prudent and competent management and ownership; neither inefficient or super-efficient.
4. It is assumed that the property is in compliance with all applicable building, environmental, zoning and other federal, state and local laws, regulations and codes.
5. No physical survey was made especially for this market analysis report. All plats of record and information obtained are assumed to be true and correct. Any plats or sketches included in this report are not surveys and should not be relied upon as such. They are included to aid the reader in visualizing the property.
6. Load bearing capacity of subsoil is assumed to be adequate for the present or proposed utilization but no borings or engineering studies have been made especially for this market analysis and the conclusion could be affected by such information.
7. All statements of fact related to the analyses, opinions and conclusions contained in this report are true and correct to the best of the appraiser's knowledge and belief. The appraiser may rely upon the information and materials provided by the Client as accurate, true and correct.
8. The information on which this appraisal is based has been obtained from sources normally used by the GRE Group, Inc. that are considered to be reliable, but it is in no sense guaranteed.
9. This assignment does not include testimony for courts, other authoritative bodies or organizations. If we are requested to provide testimony pursuant to any legal or other proceedings, an additional fee will be charged on a hourly basis at our then prevailing rate plus expenses, if any. The hourly billings will include preparation (excluding the appraisal report), waiting and travel time and all meetings and activities related to the proceeding.
10. Unless noted otherwise, no evidence of termites, dry rot, faulty wiring, faulty plumbing or other hidden physical conditions detrimental to value was discovered at the time of inspection. Unless stated otherwise, the property is assumed to be structurally sound and the systems and components that are part of the property are assumed to be in good working order.
11. It is assumed that all required licenses, certificates of occupancy, permits, consents, or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use in which the value estimates contained in this report are based, in a timely manner and without unusual cost; unless otherwise stated.



12. The appraiser makes no representation or warranties as to the adequacy or condition of appliances, electrical systems, plumbing and heating, air conditioning, presence of insulation, adequacy or condition of structural systems or any other subsystem within the property. The appraisers assume no responsibility for any costs incurred to discover or correct any deficiencies present in the property.
13. All furnishings, equipment and business operations, except as specifically stated and typically considered as part of real property, were excluded from consideration. Unless stated otherwise we considered the real property only. Any existing or proposed improvements, on or off-site, as well as any alterations or repairs considered, are assumed to be completed in a good workmanlike manner. Any estimate of Market Value is as of the date indicated; based upon the information, conditions and projected levels of operation.
14. No consideration has been given to any possible effects on value that may be caused by environmental restrictions placed on this property by federal, state, city or county governments or any of their agencies in regards to pollutants or annoyances of any kind. No responsibility has been assumed for any of these matters.
15. The existence of potentially hazardous materials used in construction or maintenance of the building (such as the presence of urea formaldehyde foam insulation or asbestos, etc.), and the existence of toxic waste(s) which may or may not be present on the property have not been considered. The value estimates are subject to modification in the event any such potentially hazardous materials are detected on the property by a qualified expert.
16. GRE Group, Inc. may have reviewed available flood maps and noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal, unless otherwise stated.
17. Unless noted otherwise, it is assumed that there are no mineral deposit or subsurface rights of value involved in this appraisal, whether they be gas liquid or solid. Nor are the rights associated with extraction or exploration of such elements considered in this appraisal unless otherwise stated. In addition, it is also assumed that there are no air or development rights of value that have been or may be transferred unless otherwise stated.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. Notwithstanding any discussion of possible readily achievable barrier removal construction items in this report, GRE Group, Inc. has not made a specific compliance survey and analysis of this property to determine whether it is in conformance with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, this fact could have a negative effect on the value estimated herein. Since GRE Group, Inc. has no specific information relating to this issue, nor GRE Group, Inc. qualified to make such an assessment, the effect of any possible non-compliance with the requirements of the ADA was not considered in estimating the value of the subject property.
19. GRE Group, Inc. accepts no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.



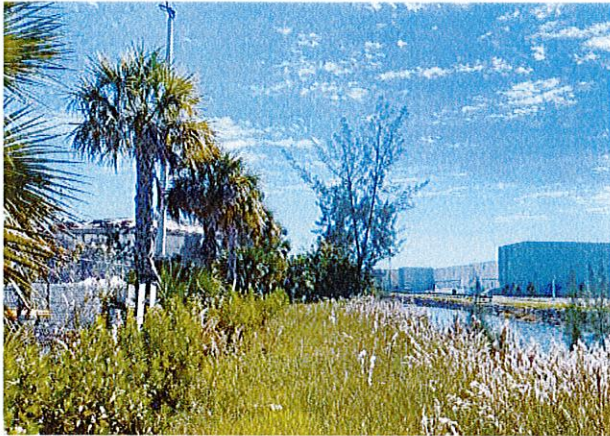
20. It is expressly acknowledged that in any action which may be brought against GRE Group, Inc. or their respective officers, owners, managers, directors, agents, subcontractors or employees (the "GRE Group Inc. Parties") arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the GRE Group Inc. Parties shall not be responsible or liable for incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the GRE Group Inc. Parties in any such action shall not exceed the fees paid for the preparation of the market analysis report unless the market analysis report was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.
21. Economic projections in this report assume a level economy and the value stated is in United States currency as of the effective date of the market analysis. This market analysis is based on market conditions existing as of the date of this report.
22. Cash flows, if included in the analysis, are forecasts of estimated future operating characteristics based on the information and assumptions contained within the report. Our projections of income, expenses and economic conditions should not be regarded as predictions of the future. Rather, they are estimates of current market expectations of future income and expenses. The achievement of the financial projections may be affected by fluctuating and/or unforeseen economic conditions and are dependent upon other future events that cannot be guaranteed. Actual results may vary from the projections developed herein. We do not warrant these forecasts will occur. Projections may be affected by circumstances beyond our current realm of knowledge or control.
23. This report may not be duplicated in whole or in part without the specific written consent of GRE Group, Inc. nor may this report or any derivative copies be transmitted to third parties without written consent, which we reserve the right to deny. However duplication for the internal use of the client-addressee and/or transmission to attorneys, accountants, and/or advisors of the client-addressee is permitted. Transmission to of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom this market analysis report was prepared is also permitted.
24. The value estimate provided in the report applies to the entire property and any pro ration or division of the title into fractional interests will invalidate the value estimate, unless such pro ration or division of interests has been set forth in the report.
25. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. Component values for land and/or buildings are not intended to be used in conjunction with any other property or appraisal and are invalid if so used.
26. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales or other media without prior written consent and approval of its contents shall not be published, in whole or in part, in any public document without the express written consent of the appraiser and GRE Group, Inc.. Any third party, not covered by the exemptions herein, who may possess this report, is advised that they should rely on their own independently secured advice for any decision in connection with this property. GRE Group, Inc. shall have no accountability or responsibility to any such third party.



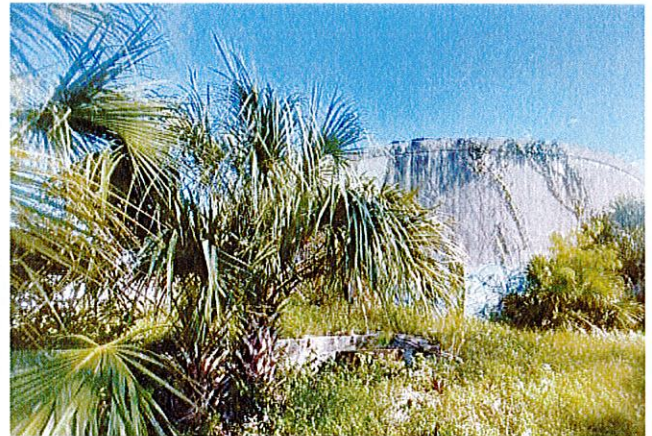
27. Acceptance and/or use of this report constitutes full acceptance of the Contingent and Limiting Conditions and special assumptions set forth in this report. It is the responsibility of the Client, or client's designees, to read in full, comprehend and thus become aware of the aforementioned contingencies and limiting conditions.
28. The Client will hold the appraiser harmless from any claims, expenses, judgments or other items or costs arising as a result of 1) this appraisal being used for purposes other than as intended; 2) the Client or his agents failure to provide a complete copy to any third party or 3) the Client or his agents providing incomplete or inaccurate appraisal results to others. In the event litigation is necessary, the prevailing party shall be entitled to recover from the other, reasonable attorney fees and costs.
29. This report is for the sole use of the Client; however, the Client may provide complete final copies of the report in its entirety (but not component parts) to third parties who may review the report in connection with its intended use. The appraiser is not required to explain market analysis results other than to respond to routine and customary questions of the Client.
30. Unless stated otherwise, nothing contained in the report should be construed to represent any direct or indirect recommendation to buy, sell, or hold the subject property based on the value reported. Such decisions involve substantial investment strategy considerations and due diligence beyond the scope of this appraisal.
31. Disclosure of the contents of this market analysis is governed by the Bylaws and Regulations of the professional organizations with which the appraisers are affiliated.
32. The conclusion(s) contained in this report are subject to these and to any other conditions or assumptions (extraordinary and/or hypothetical) that may be set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

ADDENDA

EXHIBIT A - ADDITIONAL PHOTOGRAPHS



Subject Property



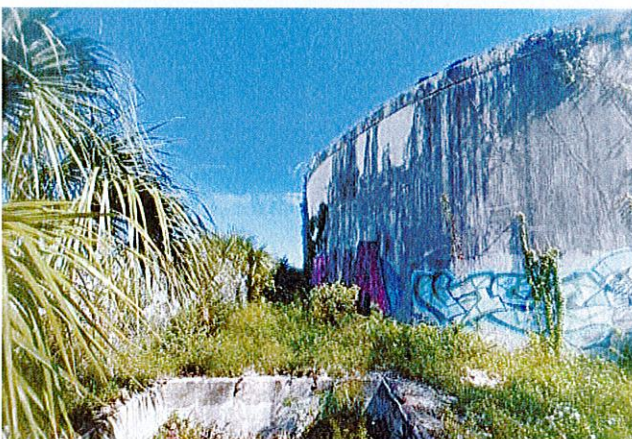
Subject Property



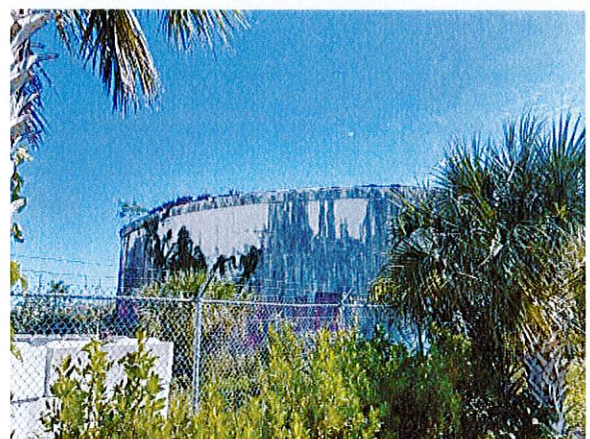
Subject Property



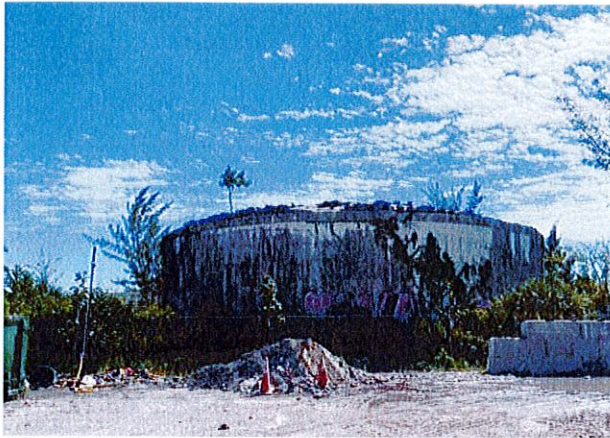
Subject Property



Subject Property



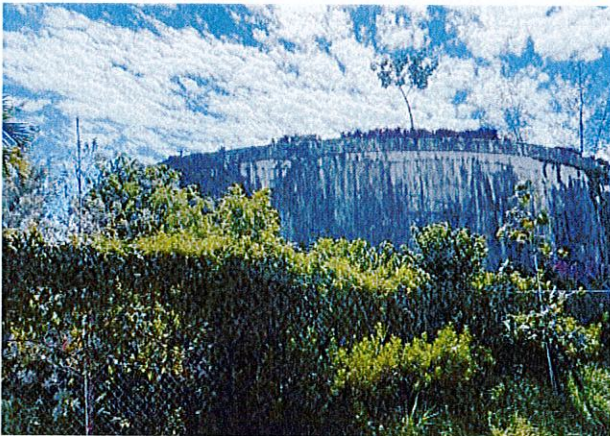
Subject Property



Subject Property



Subject Property



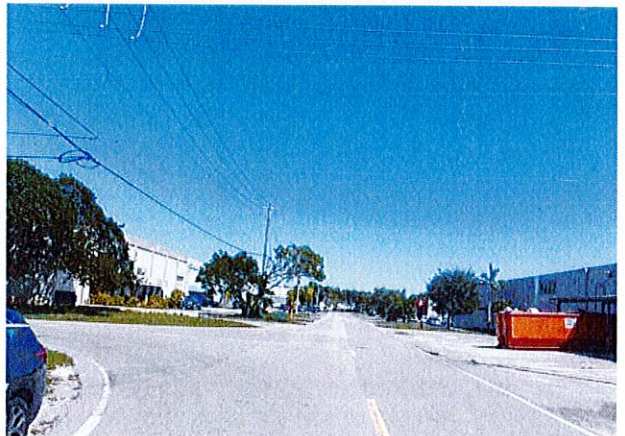
Subject Property



Encroachment



Street



Street

EXHIBIT B – PROPERTY INFORMATION

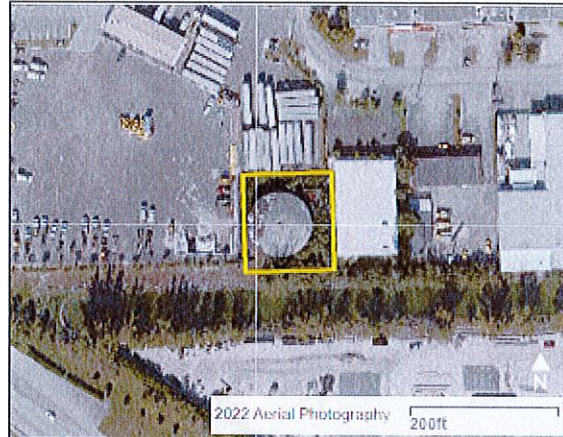


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 11/7/2022

Property Information	
Folio:	06 2129 005 1621
Property Address:	
Owner	CITY OF OPA LOCKA
Mailing Address	777 SHARAZAD BLVD OPA LOCKA, FL 33054 3521
PA Primary Zone	7400 INDUSTRIAL - INDUSTRIAL P
Primary Land Use	8000 VACANT GOVERNMENTAL VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq Ft
Living Area	0 Sq Ft
Adjusted Area	0 Sq Ft
Lot Size	14,929 Sq Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	\$298,580	\$298,580	\$223,935
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$298,580	\$298,580	\$223,935
Assessed Value	\$238,444	\$216,768	\$197,062

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$60,136	\$61,812	\$26,873
Municipal	Exemption	\$238,444	\$216,768	\$197,062

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
MIAMI DADE INDUSTRIAL PARK SEC 2	
PB 66-74	
S130FT OF LOTS 54 & 55 BLK 5 &	
S130FT OF LOTS 1 & 2 BLK 6	
LOT SIZE 14929 SQ FT	

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$238,444	\$216,768	\$197,062
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$298,580	\$298,580	\$223,935
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$238,444	\$216,768	\$197,062
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$238,444	\$216,768	\$197,062
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book Page	Qualification Description
10/01/1974	\$69,200	00000 00000	Sales which are qualified

This Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/dsclma.asp>

Version:

EXHIBIT C - QUALIFICATIONS

**PROFESSIONAL QUALIFICATIONS****CARLOS D. GOBEL, MBA, SRA****EXPERIENCE**

Carlos D. Gobel, SRA, is Executive Director at GRE Group – a real estate valuation and consulting firm based in Miami, FL that primarily services the South Florida market (Miami-Dade, Broward, Palm Beach, and Monroe counties). Before founding GRE Group in 2011, Mr. Gobel was the Residential Director at Integra Realty Resources – Miami/Palm Beach and, prior to Integra, was Managing Director of Florida Appraisal Services (Miami, FL). In the more than ten years since its founding, GRE Group has completed over 4,000 assignments, representing more than \$7 Billion in South Florida real estate. Mr. Gobel has 19 years of real estate valuation and consulting experience that includes valuing vacant land, single family residences, manufactured homes, condominiums, co-operatives, multi-million dollar estates, 2 to 4 unit multi-family dwellings, office and apartment buildings, warehouses, retail centers, and hotels. Mr. Gobel has completed, reviewed, supervised, or consulted on over 11,000 assignments in his career, representing more than \$10 billion in South Florida real estate. These assignments include appraisals, research and/or analyses for lending purposes, feasibility studies, tax appeals, divorces, estate planning, investment and land uses, and expert witness testimony. Mr. Gobel has also served as an appointed Special Magistrate for Broward County's Valuation Adjustment Board, is currently an appointed Special Magistrate in Miami-Dade County, and is a past-president of the Appraisal Institute's South Florida Chapter. Mr. Gobel still serves the South Florida Chapter, is the current Government Relations Chairperson for Region X of the Appraisal Institute for the State of Florida, and is an appointed member of the Appraisal Institute's International Relations Committee (IRC).

Mr. Gobel is a designated member of the Appraisal Institute (SRA), and was invited to participate in the Institute's annual Leadership Development and Advisory Council (LDAC) in Washington, DC in '09, '10, and '12, satisfying the AI's three-year commitment to LDAC. He has served as a guest speaker on topics and issues related to real estate and real estate valuation on numerous occasions to audiences ranging from a half dozen to more than 200.

Mr. Gobel received his undergraduate degrees (Finance and Real Estate) from Florida International University (Miami, FL) and his graduate degree (MBA) from the University of Florida (Gainesville, FL). Mr. Gobel has also been awarded an Executive Certificate in Leadership and Management from the University of Notre Dame (South Bend, IN) and is a graduate of the FBI's Citizens Academy.

EDUCATION

- University of Florida: Master of Business Administration (MBA) – 2011
- Florida International University: Bachelor of Business Administration (BBA) – Finance, Real Estate – 2003

4345 SW 72ND AVENUE, SUITE B • MIAMI, FL 33155
305.595.4485 (TEL) • 888.559.7220 (FAX)
CGOBEL@THEGREGROUP.COM



PROFESSIONAL ACTIVITIES AND AFFILIATIONS, PAST AND PRESENT

- Appraisal Institute, Designated Member; Senior Residential Appraiser (SRA)
- Leadership Development & Advisory Council; Appraisal Institute (2009, 2010, 2012)
- American Society of Appraisers
- Coral Gables Chamber of Commerce
- Florida International University Alumni Association
- University of Florida Alumni Association

LICENSES

- Florida, State-Certified General RE Appraiser, RZ3904; Expires November 2022
- FHA Approved Appraiser; FLRD5485
- Florida, Licensed Real Estate Sales Associate, SL3226768; Expires September 2023

PROFESSIONAL DEVELOPMENT

Mr. Gobel has completed numerous continuing and qualifying educational courses in real estate related studies, including over 600 hours of professional coursework, most of which have been sponsored by the Appraisal Institute. His specialized education includes:

- ABI Registered Assistant Appraiser
- Residential Report Writing and Case Studies
- ABII Certified Residential Appraiser
- Advanced Residential Applications & Case Studies Part I
- Basic Appraisal Principles
- Residential Site Valuation and Cost Approach
- Basic Appraisal Procedures
- Advanced Residential Report Writing Part II
- Business Practices and Ethics
- Residential Market Analysis and Highest & Best Use
- Professional Guide to the URAR
- Real Estate Finance, Statistics, and Valuation Modeling
- Appraising Manufactured Housing
- Residential Sales Comparison and Income Approaches
- HUD Appraiser FHA Property Training
- General Appraiser Site Valuation & Cost Approach
- National USPAP – Jun '04, Mar '05, Jan '08, Nov '12, Oct '14, Aug '16, Oct '18, Oct '20
- Florida Supervisor / Trainee Roles and Relationships
- Inspecting the Residential "Green House"
- General Appraiser Income Approach Part I
- General Appraiser Sales Comparison Approach
- Income Capitalization
- General Appraiser Report Writing & Case Studies
- General Appraiser Market Analysis & Highest and Best Use
- Florida Appraisal Laws – Jun '04, Mar '05, Mar '08, Nov '12, Oct '14, Aug '16, Nov '18, Oct '20
- General Appraiser Income Approach Part II
- Advanced Income Capitalization
- That's Logistics – The Valuation of Warehouses
- Commercial Appraisal Productivity
- IRS Valuation
- Inspecting the Residential "Green House"

4345 SW 72ND AVENUE, SUITE B • MIAMI, FL 33155
305.595.4485 (TEL) • 888.559.7220 (FAX)
CGOBEL@THEGREGROUP.COM





Ron DeSantis, Governor

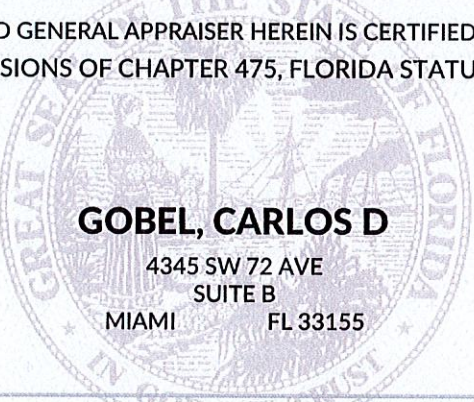
Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



GOBEL, CARLOS D
4345 SW 72 AVE
SUITE B
MIAMI FL 33155

LICENSE NUMBER: RZ3904

EXPIRATION DATE: NOVEMBER 30, 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.

CITY OF OPA-LOCKA



REQUEST FOR PROPOSAL RFP NO. 24-TBA FOR SALE OF CITY OWNED PROPERTY

Table of Contents

- I. Proposal Guidelines
 - a. Advertisement
 - b. Proposal Submission
 - c. Calendar Events/Important Dates
- II. Nature of Services Required
 - a. Purpose
 - b. Scope of Work
 - c. Contents of Proposal
- III. General Requirements
 - a. Rules for Proposal
 - b. Submission Guidelines
 - c. References
- IV. Evaluation and Selection Process
 - a. Review of Proposals
 - b. Evaluation Criteria
- V. Attachments
 - a. PROPOSER QUALIFICATIONS
 - b. PRICE PROPOSAL FORM
 - c. CERTIFICATION REGARDING DEBARMENT
 - d. DRUG-FREE WORKPLACE
 - e. NON-COLLUSION AFFIDAVIT
 - f. NON-DISCRIMINATION AFFIDAVIT
 - g. E-VERIFY FORM



**RFP NO: 24-TBA
FOR THE SALE OF CITY OWNED PROPERTY**

The sealed proposal for Sale of City Owned Property for the City of Opa-locka will be received by the City's Clerk Office, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **TBA**, by 2:00 pm. Any RFP Package received after the designated closing time will be returned unopened. The City will accept proposals by mail; however, the contractor must submit the proposal by the due date. In addition, the proposal may be submitted [via www.demandstar.com](http://www.demandstar.com) (e-bid) by 2:00 pm.

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 Clerk, City of Opa-locka, Florida, and marked RFP for Sale of City Owned Property.

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 the contract to that proposer whose proposal best complies with the RFP NO: 24-TBA 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

RFP NO: 24-TBA
PART I
PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka seeks proposals for the Sale of City Owned Property. The City is soliciting bids on behalf of the City Manager's Office for the Sale of City Owned Property under the laws of the State of Florida. These services must be efficient and economical, adhere to industry standards and best practices, and utilize the latest nonproprietary technology. The Contract will be awarded to the highest ranked Proposer, as described in the Evaluation Procedures Section below.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is Proposer's responsibility to submit Proposer's 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 p.m. on TBA. The address to submit sealed proposals is listed below:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. TBA.**

This package shall also include the Proposer's return address. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the City and will not be returned to the Proposer.

The City cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an original and six (6) copies (a total of 7) plus one copy on USB flash drive in PDF format of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re- advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager's Office for all news releases or other publicity pertaining to this RFP or the service, study, or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

- 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);
- 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);
- 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);
- The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
- Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting

of persons and affiliates who are disqualified from public contracting and purchasing processes because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed service.

CALENDAR EVENTS

EVENT	DATE/LOCATION
Release Date	TBA
Pre-Bid Meeting	TBA
Written Questions Due	TBA @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFQ No: Bid Questions"
Response to Questions	TBA @ 5:00pm
Due Date/Bid Opening	TBA @ 2:00 pm at: City of Opa-locka Clerk Office 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054 OR Electronic Bid on www.Demandstar.com
EVALUATION: Evaluation Committee Meeting (Open to the Public).	TBA
Award Letter Recommendation	TBA
Post Award	TBA

PART II
NATURE OF SERVICE

I. INTRODUCTION

The City of Opa-locka is seeking competitive Request for Proposal (RFP) for the sale of a city owned property located along the south side of NW 128th Street between NW 44th and NW 45th Avenues in the City of Opa-Locka, Miami-Dade County, FL. The City will consider the highest price offer from a qualified bidder with the financial capability to acquire the property at the agreed-upon price. If approved by the City Commission, the sale shall be by the successful proposal and negotiated terms and conditions outlined in an agreement between the City and the successful respondent. The City reserves the right to accept or reject all proposals submitted by this RFP.

The City does not warrant or represent that any award will be made due to the issuance of this RFP, and anyone who responds to this RFP does so at its own risk and expense. This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information in the RFP is for guidance only, and each recipient is cautioned and advised to verify all the information contained herein independently.

THE PROPERTY'S SALE, AS PROVIDED FOR HEREIN, IS MADE ON A STRICTLY "AS IS" AND "WHERE IS" BASIS AS OF THE CLOSING DATE. SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, ANY IMPROVEMENTS LOCATED THEREON OR ANY SOIL CONDITIONS RELATED THERETO.

A. PROPERTY OVERVIEW

Industrial Land

45xx NW 128th Street (address not assigned)

Opa-Locka, FL 33054

Folio No. 08-2129-005-1621

The site consists of 14,929 square feet of land currently improved with a non-operational and abandoned cylindrical concrete structure that may have at one time served as a water treatment facility (Water Tank). The subject site is level and at grade, rectangular in shape, and is zoned I-3, Liberal Industrial District by the city of Opa-Locka.

The subject property has no public access to NW 128th Street as the adjoining north parcel has fenced the property and it is encroaching making the subject lot a land-locked parcel. The site has access via a 10' easement, from the site to the north.

PART III
PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFQ.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFQ as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms Proposers must compete and submit as part of its Proposal all of the following forms and/or documents.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review, and discuss all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the 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 which includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Categories	Points
Category 1. Experience & Qualifications: In the acquisition of public and privately owned properties (minimum of 5 years of experience).	20
Category 2. Financial Capability: The ability to meet the financial requirements of the proposal. Please provide a DUNS Financial Report.	50
Category 3. Reference: Three (3) required.	10
Category 4. Fee schedule: Cost of proposal	20
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this 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 of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFQ.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

PART V
ATTACHMENTS
PROPOSER QUALIFICATIONS

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

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

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

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

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

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

7. The length of time (continuous) in business as a service organization in Florida:
_____ years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



PRICE PROPOSAL FORM

PROPONENT understands and agrees that the Contract Price is the lump sum. The Respondent's price will not be adjusted unless the CITY changes the scope of the RFP after the Contract Date.

As such, the Respondent shall furnish all expenses necessary to provide a complete proposed price for the RFP.

LUMP SUM PRICE: \$ _____

SUBMITTED THIS _____ DAY OF _____ 2023.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit
Bid

Fax Number

Signature

Email Address

Title



CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:
 - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.
 - A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
 - B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.
 - D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____



CITY OF OPA-LOCKA
DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)

_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature



**CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPONENT that has submitted the
attached proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal
and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, have in any way colluded, conspired, connived
or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or
sham Proposal in connection with the Work for which the attached Proposal has been submitted; or
to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly,
sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or
person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or
to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other
PROponent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any
advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any
other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

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 City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

____ day of _____, 20 ____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____



Memorandum

TO: Darwin Williams, Interim City Manager
George Ellis, Asst. City Manager

FROM: Gregory D. Gay, Director
Gerald Lee, Zoning Official
Solomon Bankole, Economic Development Manager

DATE: February 20, 2024

RE: Surplus Property Declaration-Water Tank Site

The City Administration has determined that the Water Tank property, identified by folio 08-2129-005-1621, was declared as Surplus Property by Resolution 23-022. The City Administration has determined that this property is no longer useable for the public benefit or has become obsolete or has outlived its usefulness and therefore recommends the City Commission authorize the City Manager to determine the most appropriate method to dispose of this surplus property in accordance with Resolution 08-7317 and Resolution 15-8954. These resolutions permits disposal in accordance with procedures to be established by the City Manager, so long as the property has been declared surplus by a Resolution of the City Commission. They also authorize the City Manager to dispose of the property by sale, development, or joint venture which is in harmony with the directives of the

The Formal Request is as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DECLARING A CERTAIN PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE CITY MANAGER TO DISPOSE OF THE PROPERTY FOR PUBLIC BENEFIT. THE PROPERTY IS IDENTIFIED BY FOLIO 08-2129-005-1621; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND:

There are some properties in Opa-locka that are owned by the City that were used as utility facilities and those uses are no longer functional for the services which were provided in the City of Opa-locka. There are two sites that were part of the City water service system when the City of Opa-locka supplied water to its Citizens and surrounding property owners. When Miami-Dade County took over the operation of supplying water to the City of Opa-locka when the water plant was closed, these properties became defunct. The two properties are:

1. Water Tank Site located at NW 128th Street Road and approximately 45th Avenue.
2. Water Plant Site located at 1025 Burlington Street

These two properties still have infrastructure on site that need to be removed in order for development to occur.

END OF MEMORANDUM

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE X.5 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH THE CITY OF OPA-LOCKA'S HOUSING AND SOCIAL SERVICES DEPARTMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to establish the City of Opa-Locka Housing and Social Services Department; and

WHEREAS, pursuant to 2.5 (2) of the City of Opa-Locka's Charter entitled "Powers", the City Commission has the power to establish departments; and

WHEREAS, the City Commission desires to amend Article X.5 of the City of Opa-Locka's Code of Ordinances to establish the City of Opa-Locka's Housing and Social Services Department ("Department"); and

WHEREAS, the City of Opa-Locka Housing and Social Services Department shall provide eligible residents with limited assistance programs and referrals that are designed to improve the health and well-being of the residents of the City. This department will address Housing, Social Services and veterans' services; and

WHEREAS, the goal of the Department is to empower economically disadvantaged individuals and families, particularly those with very-low to moderate incomes, so that the City of Opa-Locka can achieve its goal of being a strong, diverse and a viable community; and

WHEREAS, the Department shall be charged with providing and facilitating the services not limited to: Tenant-Occupied Rental Assistance Programs; Owner-occupied Housing Rehabilitation Program; Eviction Prevention Program; Minor Home Repairs for Seniors; Utility Assistance Program; Homeownership Assistance; Hurricane Preparedness; Emergency Paint Program; Veterans Benefits Advocate services; Summer Internship and Job Programs for the youth; Career Resource Center; Resource and Referral Center for Federal, State and County Benefits (Housing, Food Childcare etc.); Community Based Organizations Partnerships; and

WHEREAS, The City Manager shall be authorized and directed to appoint a Director of Housing and Social Services Department to serve at the will and at the pleasure of the City Manager; and

WHEREAS, salary and benefits of the Director, and needed staff shall be provided within subsequent annual budgets for the Housing and Social Services Department; and

WHEREAS, the City Commission finds that establishing the City of Opa-Locka's Housing and Social Services Department, is in the best interests of the City of Opa-Locka.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending, Article X.5 of the City of Opa-Locka's Code of Ordinances to establish the City of Opa-Locka's Housing and Social Services Department and shall specifically read:

Article X.5 Housing and Social Services Department

The City Commission hereby establishes a Housing and Social Services Department which shall be charged with providing and facilitating services not limited to: Tenant-Occupied Rental Assistance Programs; Owner-occupied Housing Rehabilitation Program; Eviction Prevention Program; Minor Home Repairs for Seniors; Utility Assistance Program; Homeownership Assistance; Hurricane Preparedness; Emergency Paint Program; Veterans Benefits Advocate services; Summer Internship and Job Programs for the youth; Career Resource Center; Resource and Referral Center for Federal, State and County Benefits (Housing, Food Childcare etc.); Community Based Organizations Partnerships.

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 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 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 immediately upon its adoption on second reading.

PASSED FIRST READING this ____ day of _____ 2024.

PASSED SECOND READING this ____ day of _____ 2024.

John Taylor, Mayor

ATTEST:

Sponsored By: Mayor Taylor

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

DocuSigned by:

City Manager:	Darvin Williams		CM Signature				
Commission Meeting Date: (Enter X in box)	February 28, 2024		Item Type: (Enter X in box)	Resolution	Ordinance		Other
					X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
				X		X	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
				X		X	
Funding Source: Account# : N/A	(Enter Fund & Dept) Ex: See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes		No	
				X			
ILA Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X	N/A				
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: Planning & Community Development	City Commission			

Short Title:

An ordinance establishing the City of Opa-locka Housing and Social Services Department to be known as Opa-locka Housing and Social Services Office.

Staff Summary:

This department will help provide eligible residents with limited assistance programs and referrals designed to improve the health and well-being of the residents of Opa-locka. This office will include Housing, Social Services and veterans' service. The goal is to empower economically disadvantaged individuals and families, particularly those with very-low to moderate incomes, so that the City of Opa-locks will be a strong, diverse and a viable community.

The Department shall be charged with providing and facilitating the following services - but not limited to

- Tenant- Occupied Rental Assistance Programs
- Owner- occupied Housing Rehabilitation Program
- Eviction Prevention Program
- Minor Home Repairs for Seniors
- Utility Assistance Program
- Homeownership Assistance
- Hurricane Preparedness
- Emergency Paint Program
- Veterans Benefits Advocate
- Summer Internship and Job Program for the youth
- Career Resource Center
- Resource and Referral Center for Federal, State and County Benefits(Housing, Food Childcare etc.)
- Community Based Organizations Partnerships

The City Manager shall be authorized and directed to appoint a Director of Housing and Social Services Department to serve at the will and pleasure of the City Manager. Provisions for the salary of the Director and such additional assistant or employees as may be necessary shall be provided in subsequent annual budgets and pay scales under the title Housing and Social Services Department.

Financial Impact:

Taking the 75th percentile salaries for a Director of Housing and Social Services in Florida (\$42/hr) plus benefits, along with the City's average salary for an Executive Secretary (\$22/hr) plus benefits; the annual Salary for the Department would be \$170,761 and another \$30,000 in operating expenses, totals \$200,761 annually however; using June 1, 2024 as a start date for the remainder of FY 24 the financial impact would be as follows:

Account	Description	Available	Projected
New	Salaries -- Regular	Not Budgeted	\$46,727
New	Benefits (FICA, Insurance, Retirement)	Not Budgeted	\$11,184
New	Operating Costs (Supplies, postage, printing)	Not Budgeted	\$15,000
Total			\$72,911

Since this item was not originally budgeted in the FY 24 adopted budget; the additional \$72,911 expenditure would have to be addressed through a budget amendment.

Please note in generating this Financial Impact the assumption was made that Miami-Dade County would provide funding for specialized assistance programs provided to the public and these funds would NOT be required to be paid by the City of Opa-locka.

Proposed Action:

Staff recommends the City Commission approves the Opa-locka Housing and Social Services Department.

Attachment:



KAREN BLEIER AFP/Getty Images File

A federal indictment says a Miami man used the mails to threaten the life of a federal judge.

An inmate (rape, murder) threatened to kill a Miami federal judge, indictment says

BY DAVID J. NEAL
dneal@miamiherald.com

Murder is among the reasons Miami's Marcus Pratt now lives in a Florida prison, and murder is what a federal court indictment says Pratt threatened a Miami federal judge with in letters sent last year.

The three letters, according to the indictment filed last week, were handwritten and signed by Pratt.

Pratt is charged with three counts of mailing threatening communications and three counts of influencing, impeding or retaliating against a federal judge. Each count carries a possible sentence of 10 years, although maximum sentences rarely are given.

Since 2010, the 38-year-old Pratt — aka Jamal Pratt, Marquis Pratt, Donovan Reed — has been in

Florida Department of Corrections custody at Okaloosa Correctional Institution in Crestview. In the 10 months after he finished an eight-month prison stint for grand theft, robbery and moving cocaine, Pratt sold cocaine too close to a school; kidnapped and raped someone; then committed second-degree murder.

He was sentenced on Feb. 15, 2010. Online corrections records put Pratt's scheduled release at June 17, 2033. Visitation for him has been suspended.

LETTERS FROM OKALOOSA JAIL?

The indictment didn't make clear what connection exists between Pratt and U.S. District Court Judge Kevin M. Moore. The target of the letters is named only by the initials "K.M.M." in the indictment.

Moore did his under-

graduate work at Florida State University before moving on to Fordham Law, where he graduated in 1976. He has been a federal judge since being nominated by President George H.W. Bush in 1992 and was chief judge from 2014 through 2021.

The indictment says the first letter, dated Aug. 2, 2023, was addressed to a "Chief Judge" at the federal courthouse said Pratt's "associates would 'kill' Moore. A Sept. 27 letter addressed to Moore, the indictment said, repeated the earlier threat to kill Moore and added whoever else happened to be home at the time. The Oct. 10 letter addressed to Moore, the indictment said, promised that Pratt's pals would kill Moore "very soon."

David J. Neal:
305-376-3559,
@DavidJNeal



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at the Regular Commission Meeting on **Wednesday, March 27, 2024 at 7:00 p.m.**, in the City Commission Chambers at the Opa-locka Municipal Complex, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING ORDINANCES / PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ADD THE PLACEMENT OF "FUTURE AGENDA ITEMS" TO THE CITY COMMISSION AGENDA; REQUIRING A MAJORITY VOTE FOR PLACEMENT OF SAID ITEMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing was held on February 28, 2024).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE X.5 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH THE CITY OF OPA-LOCKA'S HOUSING AND SOCIAL SERVICES DEPARTMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on February 28, 2024).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PIGGYBACKING THE SOURCEWELL COOPERATIVE PROGRAM AGREEMENT 101221-VTR WITH ENVIRONMENTAL PRODUCTS GROUP, INC. TO ACCEPT A FOUR-YEAR CAPITAL LEASE AGREEMENT FOR THE PURCHASE OF A VACTOR MODEL 2115I MOUNTED ON A NEW 2023 FREIGHTLINER MODEL 114SD TRUCK CHASSIS, IN THE AMOUNT OF FIVE HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED TWO DOLLARS AND EIGHTY-EIGHT CENTS (\$524,402.88), AT AN INTEREST RATE OF 5.69%; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION/PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DECLARING CERTAIN CITY PROPERTY, IDENTIFIED AS FOLIO NO. 08-2129-005-1621, AS SURPLUS PROPERTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, March 27, 2024.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

Joanna Flores, CMC
City Clerk
City of Opa-locka

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ADD THE PLACEMENT OF "FUTURE AGENDA ITEMS" TO THE CITY COMMISSION AGENDA; REQUIRING A MAJORITY VOTE FOR PLACEMENT OF SAID ITEMS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") previously passed Ordinance 2023-03, amending Article II, Division 2, Section 2-45 of the City of Opa-Locka's Code of Ordinances, entitled "agenda" to delete all references to "future agenda items"; and

WHEREAS, the Ordinance repealed provisions of previously adopted Ordinance 20-12, which required a section for "future agenda items" because such items provided the City Administration with the opportunity to conduct adequate research and focus on priorities of the majority of the City Commission prior to a final vote; and

WHEREAS, the City Commission now desires to add placement of "Future Agenda Items" back to the City Commission agenda and require a majority vote of the City Commission prior to placement of an item on a City Commission agenda.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article II, Division 2, and Section 2-45 City of Opa-Locka Code of Ordinances entitled "Agenda" to allow for a portion of each regular commission agenda to include "Future Agenda Items" and shall specifically read:

Sec. 2-45. Agenda.

(a) There shall be an official agenda for every meeting of the city commissioners, which shall determine the order of business conducted at the meeting. The city commission shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda, unless permitted by four-fifths vote of the commission.

(b) The commission shall not take action upon any matter when it is first presented to the commissioners in a report or reports made by the city commissioners.

(c) The agenda shall be prepared by the city clerk in the following order or form:

(1) Call to order;

(2) Roll call;

(3) Invocation;

(4) Pledge of allegiance;

(5) Awards/proclamations/acknowledgements;

(6) Approval of consent agenda and pull list (deferrals and deletions);

If any city commissioner is desirous of discussion on any item appearing on the consent agenda, said item shall be pulled for discussion and placed under "action items" and an ensuing vote taken thereafter. After the official agenda has been closed, by the city clerk, no items shall be added to the consent agenda.

(7) Approval of agenda;

(8) Approval of minutes;

(9) District one/district two—County commissioner report;

(10) Public presentations of matters;

(Persons desiring to address the commission enter their name and subject matter on an agenda located at the lectern, prior to the start of the meeting;)

(11) Citizens' forum;

(12) Action items;

(13) The consent agenda;

(14) New items;

(15) Planning and zoning:

A. Hearings;

B. Appeals;

(16) Ordinances/resolutions/public hearing;

A. First reading;

B. Second reading/public hearing;

C. Resolutions;

(17) City manager's report;

(18) Official board reports;

(19) Future agenda items;

(20) Mayor/commission reports;

(21) Official board appointments;

(22) Adjournment.

(d) Future agenda item. Unless otherwise set forth herein, city commissioners shall agree by majority vote on items to be placed on a commission agenda. Decisions regarding the placement of an agenda item shall be made by the commission no later than the meeting immediately preceding the placement of the item to be discussed and voted upon. A portion of each regular commission agenda shall be set aside for discussion of future agenda items to be considered by the city commission. The city administrator or designee and the city attorney may agenda an item for discussion and vote, without commission consideration, if the item involves the regular business and administration for smooth operations of the city.

(e) The number of consent agenda items to be sponsored by each member of the city commission. Each member of the city commission shall be permitted to sponsor four (4) consent agenda items per commission meeting.

(f) Preparation of agendas.

(1) Except in the case of future agenda items, all requests for placement of items on a regular city commission agenda by ~~the mayor, commissioners, a department heads~~ and ~~any other party must~~ shall be submitted to the city manager for fiscal impact analyses, by no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled commission meeting;

(2) The city manager shall serve as a central repository of the items, prepare any financial impact statements and forward all requests for legislation to the city attorney no later than 5:00 p.m. on the Monday, nine (9) business days before the agenda is printed and disseminated:

(3) The city attorney shall prepare all legislative items; approve all items for legal sufficiency and submit the completed items to the clerk's office before the agenda is disseminated;

(4) All agenda requests shall be submitted in writing, explaining specifically the requested legislation and include all back-up materials;

(5) The clerk is required to time stamp any items not submitted electronically and shall not accept any items passed the deadline for inclusion on the upcoming agenda, but shall place untimely item on the next agenda;

(6) Emergency items must be submitted by noon on the Tuesday before the Commission meeting, but only if the requesting party certifies the item to be an emergency affecting life, health, property, or the financial stability of the city; and if the commission concurs at the meeting;

(7) These procedures shall supersede any prior legislation on this topic.

Section 3. Other Language Remaining Same. All other language set forth in Article II, Division 2 Entitled Rules of Procedure, Section 2-45 entitled Agenda shall remain the same.

Section 4. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 5. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Inclusion In Code.

It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED FIRST READING this ____ day of _____ 2024.

PASSED SECOND READING this ____ day of _____ 2024.

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: _____

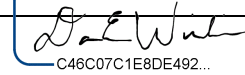
VOTE:

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



City of Opa-Locka Agenda Cover Memo

DocuSigned by:


 C46C07C1E8DE492...

City Manager:	Darvin E. Williams		CM Signature:				
Commission Meeting Date:	02.15.2024		Item Type: (Enter X in box)	Resolution	Ordinance		Other
					X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
				X	X		
	X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
		X			X		
Funding Source: Account#: Enterprise Fund	(Enter Fund & Dept) See the 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#: Piggyback				
		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 Williams		Department:	City Commission			

Short Title:

A resolution of the City Commission of the City of Opa-locka to authorizing the repeal of Ordinance No. 2023-03 and re-establishing the subsection of Article II, Division 2, Section 2-45 entitled "future agenda items"

Staff Summary:

Ordinance 2023-03 amended Article II, Division 2, Section 2-45 entitled "agenda" to delete all references to "future agenda items". Previously adopted by Ordinance 20-12, the addition of the subsection "future agenda items" to the City Commission agenda provided the City Administration with the opportunity to conduct adequate research and focus on commission items that has a majority vote prior to being placed on the agenda for a final vote. The repeal of this Ordinance will ensure that agenda items can be properly structured and will include the intent of the legislation with the guidance of the City Commission. There shall also be a revision in the submission timeline to ensure City Administration can meet the deadlines. The current

schedule causes conflict and does not provide sufficient time between the previous meeting and the submission of agenda items for the next Commission meeting.

Financial Impact: There is no financial impact for this item.

Proposed Action:

Staff recommends the City Commission the repeal of Ordinance No. 2023-03 and re-establishing the subsection of Article II, Division 2, Section 2-45 entitled "future agenda items".

Attachment:

Resolution 2020-12

Resolution 2023-03



KAREN BLEIER AFP/Getty Images File

A federal indictment says a Miami man used the mails to threaten the life of a federal judge.

An inmate (rape, murder) threatened to kill a Miami federal judge, indictment says

BY DAVID J. NEAL
dneal@miamiherald.com

Murder is among the reasons Miami's Marcus Pratt now lives in a Florida prison, and murder is what a federal court indictment says Pratt threatened a Miami federal judge with in letters sent last year.

The three letters, according to the indictment filed last week, were handwritten and signed by Pratt.

Pratt is charged with three counts of mailing threatening communications and three counts of influencing, impeding or retaliating against a federal judge. Each count carries a possible sentence of 10 years, although maximum sentences rarely are given.

Since 2010, the 38-year-old Pratt — aka Jamal Pratt, Marquis Pratt, Donovan Reed — has been in

Florida Department of Corrections custody at Okaloosa Correctional Institution in Crestview. In the 10 months after he finished an eight-month prison stint for grand theft, robbery and moving cocaine, Pratt sold cocaine too close to a school; kidnapped and raped someone; then committed second-degree murder.

He was sentenced on Feb. 15, 2010. Online corrections records put Pratt's scheduled release at June 17, 2033. Visitation for him has been suspended.

LETTERS FROM OKALOOSA JAIL?

The indictment didn't make clear what connection exists between Pratt and U.S. District Court Judge Kevin M. Moore. The target of the letters is named only by the initials "K.M.M." in the indictment.

Moore did his under-

graduate work at Florida State University before moving on to Fordham Law, where he graduated in 1976. He has been a federal judge since being nominated by President George H.W. Bush in 1992 and was chief judge from 2014 through 2021.

The indictment says the first letter, dated Aug. 2, 2023, was addressed to a "Chief Judge" at the federal courthouse said Pratt's "associates would 'kill' Moore. A Sept. 27 letter addressed to Moore, the indictment said, repeated the earlier threat to kill Moore and added whoever else happened to be home at the time. The Oct. 10 letter addressed to Moore, the indictment said, promised that Pratt's pals would kill Moore "very soon."

David J. Neal:
305-376-3559,
@DavidJNeal



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at the Regular Commission Meeting on **Wednesday, March 27, 2024 at 7:00 p.m.**, in the City Commission Chambers at the Opa-locka Municipal Complex, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING ORDINANCES / PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ADD THE PLACEMENT OF "FUTURE AGENDA ITEMS" TO THE CITY COMMISSION AGENDA; REQUIRING A MAJORITY VOTE FOR PLACEMENT OF SAID ITEMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing was held on February 28, 2024).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE X.5 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH THE CITY OF OPA-LOCKA'S HOUSING AND SOCIAL SERVICES DEPARTMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on February 28, 2024).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PIGGYBACKING THE SOURCEWELL COOPERATIVE PROGRAM AGREEMENT 101221-VTR WITH ENVIRONMENTAL PRODUCTS GROUP, INC. TO ACCEPT A FOUR-YEAR CAPITAL LEASE AGREEMENT FOR THE PURCHASE OF A VACTOR MODEL 2115I MOUNTED ON A NEW 2023 FREIGHTLINER MODEL 114SD TRUCK CHASSIS, IN THE AMOUNT OF FIVE HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED TWO DOLLARS AND EIGHTY-EIGHT CENTS (\$524,402.88), AT AN INTEREST RATE OF 5.69%; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION/PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DECLARING CERTAIN CITY PROPERTY, IDENTIFIED AS FOLIO NO. 08-2129-005-1621, AS SURPLUS PROPERTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, March 27, 2024.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

Joanna Flores, CMC
City Clerk
City of Opa-locka

ORDINANCE NO. 2023-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "AGENDA" TO DELETE ALL REFERENCE TO FUTURE AGENDA ITEM(S); PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 9, 2020, the City Commission of the City of Opa-Locka, Florida ("City Commission") adopted Ordinance 20-12, adding Future Agenda Items to the Commission Agenda, seeking to give the City Manager the best opportunity to utilize City Staff resources by focusing on commission items that have a majority of City Commission's support before items are placed on a City Commission Agenda for a final vote; and

WHEREAS, Future Agenda Items has required a majority vote to discuss an item at the following commission meeting and provides City Staff with guidance in the preparation of commission items, thereby giving items a better opportunity for passage and more clarity; and

WHEREAS, it is the intent of this Ordinance that any legislation to be considered by the City Commission shall be submitted to the City Manager for fiscal analysis no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the next regularly scheduled Commission Meeting. The City Manager shall serve as the central repository of agenda items, the City Manager will forward an Agenda Cover Memo and all supporting documents to the City Attorney no later than 5:00 p.m. on the Monday no later than nine (9) business days before the agenda is printed and disseminated; and

WHEREAS, the City Commission desires to amend Section 2-45 of Article II, Division 2, of the City of Opa-Locka's Code of Ordinances entitled "Agenda" to remove all reference to Future Agenda Item(s).

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Article II, Division 2, and Section 2-45 entitled "Agenda" to remove all reference to Future Agenda Item(s) with renumbering and lettering as necessary and shall read:

Sec. 2-45. Agenda.

(a) There shall be an official agenda for every meeting of the city commissioners, which shall determine the order of business conducted at the meeting. The city commission shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda, unless permitted by four-fifths vote of the commission.

(b) The commission shall not take action upon any matter when it is first presented to the commissioners in a report or reports made by the city commissioners.

(c) The agenda shall be prepared by the city clerk in the following order or form:

(1) Call to order;

(2) Roll call;

(3) Invocation;

(4) Pledge of allegiance;

(5) Awards/proclamations/acknowledgements;

(6) Approval of consent agenda and pull list (deferrals and deletions);

If any city commissioner is desirous of discussion on any item appearing on the consent agenda, said item shall be pulled for discussion and placed under "action

items" and an ensuing vote taken thereafter. After the official agenda has been closed, by the city clerk, no items shall be added to the consent agenda.

(7) Approval of agenda;

(8) Approval of minutes;

(9) District one/district two—County commissioner report;

(10) Public presentations of matters;

(Persons desiring to address the commission enter their name and subject matter on an agenda located at the lectern, prior to the start of the meeting;)

(11) Citizens' forum;

(12) Action items;

(13) The consent agenda;

(14) New items;

(15) Planning and zoning:

A. Hearings;

B. Appeals;

(16) Ordinances/resolutions/public hearing;

A. First reading;

B. Second reading/public hearing;

C. Resolutions;

(17) City manager's report;

(18) Official board reports;

~~*(19) Future agenda items;*~~

~~*(1920) Mayor/commission reports;*~~

(2024) Official board appointments;

(2122) Adjournment.

~~(d) Future agenda item. Unless otherwise set forth herein, city commissioners shall agree by majority vote on items to be placed on a commission agenda. Decisions regarding the placement of an agenda item shall be made by the commission no later than the meeting immediately preceding the placement of the item to be discussed and voted upon. A portion of each regular commission agenda shall be set aside for discussion of future agenda items to be considered by the city commission. The city administrator or designee and the city attorney may agenda an item for discussion and vote, without commission consideration, if the item involves the regular business and administration for smooth operations of the city.~~

(e) The number of consent agenda items to be sponsored by each member of the city commission. Each member of the city commission shall be permitted to sponsor four (4) consent agenda items per commission meeting.

(f) Preparation of agendas.

(1) All requests for placement of items on a city commission agenda by the mayor, commissioners, department heads and any other party must be submitted to the city manager for fiscal impact analyses, by no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled commission meeting;

(2) The city manager shall serve as a central repository of the items, prepare any financial impact statements and forward all requests for legislation to the city attorney no later than 5:00 p.m. on the Monday, nine (9) business days before the agenda is printed and disseminated;

(3) The city attorney shall prepare all legislative items; approve all items for legal sufficiency and submit the completed items to the clerk's office ~~no later than 12:00 p.m. on the Monday, four (4) business days before the agenda is disseminated;~~

(4) All agenda requests shall be submitted in writing, explaining specifically the requested legislation and include all back-up materials;

(5) The clerk is required to time stamp any items not submitted electronically and shall not accept any items passed the deadline for inclusion on the upcoming agenda, but shall place untimely item on the next agenda;

(6) Emergency items must be submitted by noon on the Tuesday before the Commission meeting, but only if the requesting party certifies the item to be an emergency affecting life, health, property, or the financial stability of the city; and if the commission concurs at the meeting;

(7) These procedures shall supersede any prior legislation on this topic.

Section 3. **Other Language Remaining Same.** All other language set forth in Article II, Division 2 Entitled Rules of Procedure, Section 2-45 entitled Agenda shall remain the same.

Section 4. **Conflict & Repealer.**

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 5. **Severability.**

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. **Inclusion In Code.**

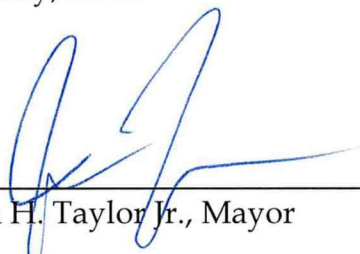
It is the intention of the City Commission of the City of Opa-Locka that the provisions of this Emergency Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and 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 7. **Effective Date.**

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED FIRST READING this 11th day of January, 2023.

PASSED SECOND READING this 8th day of February, 2023.



John H. Taylor Jr., Mayor

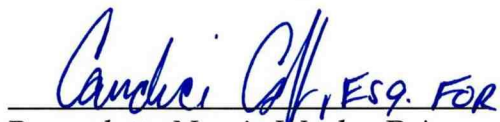
ATTEST:



Joanna Flores, City Clerk

Christopher Wills, Deputy City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Candice Off, Esq. FOR
Burnadette Norris-Weeks, P.A.

Moved by: Commissioner Kelley

Seconded by: Vice Mayor Ervin

VOTE: 3-2

Commissioner Bass	NO
Commissioner Kelley	YES
Commissioner Williams	NO
Vice Mayor Ervin	YES
Mayor Taylor	YES

People you can count on. Home Health Care you can trust.

For over 55 years, Interim HealthCare has been a leader in home care, providing clients with trusted, qualified care professionals. From a few hours to around-the-clock care, our experienced Care Professionals are the answer to your in-home health care needs.

Call Interim HealthCare Today!

(305) 697-9697 | interimhealthcare.miami



©2022 Interim HealthCare Inc.



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at the Regular Commission Meeting on **Wednesday, February 8, 2023 at 7:00 p.m.**, in the City Commission Chambers at the Opa-locka Municipal Complex, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING ORDINANCES / PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "AGENDA" TO DELETE ALL REFERENCE TO FUTURE AGENDA ITEM(S); PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on January 11, 2023).

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 January 25, 2023).

All Interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, February 8, 2023.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

Joanna Flores, CMC
City Clerk
City of Opa-locka



CITY OF OPA-LOCKA

NOTICE OF SPECIAL PLANNING & ZONING BOARD MEETING

NOTICE IS HEREBY GIVEN that a meeting of the Opa-locka Special Planning & Zoning Board Meeting will be held on **Thursday, February 9, 2023, at 7 p.m.**, in the auditorium at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida. The purpose of Planning & Zoning Board Meeting is to discuss and consider the following:

- 1) A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA RECOMMENDING APPROVAL OF THE FINAL SITE PLAN REQUEST FROM HERNANDEZ DEVELOPMENT SERVICES, LLC FOR THE CONSTRUCTION AND OPERATION OF A FOUR-STORY SELF STORAGE FACILITY BUILDING THAT WILL PROVIDE APPROXIMATELY 1,200 STORAGE UNITS, PROVIDE THE REQUIRED PARKING SPACES AND PROVIDE COVERED LOADING SPACE FOR CONVENIENCE AT 14301 NW 27TH AVENUE, AND IDENTIFIED BY FOLIO 08-2122-000-0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.
- 2) A RESOLUTION OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA RECOMMENDING APPROVAL OF THE DEVELOPMENT AGREEMENT FROM HERNANDEZ DEVELOPMENT SERVICES, LLC FOR THE CONSTRUCTION AND OPERATION OF A FOUR-STORY SELF STORAGE FACILITY BUILDING THAT WILL PROVIDE APPROXIMATELY 1,200 STORAGE UNITS, PROVIDE THE REQUIRED PARKING SPACES AND PROVIDE COVERED LOADING SPACE FOR CONVENIENCE AT 14301 NW 27TH AVENUE, AND IDENTIFIED BY FOLIO 08-2122-000-0050 IN THE B-3 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

Procedures for Public Participation

Planning & Zoning Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Planning & Zoning Board may do so in person or virtually.

To participate virtually, please register online by 5:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

How to watch the meeting

Members of the public can watch City of Opa-locka public meetings at <https://www.youtube.com/user/CityofOpaLocka>.

PURSUANT TO FS 286.0105: Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 (voice) for assistance at least 24 hours prior to the proceeding. TTY users may call via 711 (Florida Relay Service) prior to the proceeding. For questions and/or additional information, please contact the Office of the Community Redevelopment Clerk by email at khall@opalockafl.gov or by telephone at (305) 953-2800.

Kinshannta Hall
Planning & Zoning Clerk
Joanna Flores, CMC
City Clerk



City of Opa-locka Agenda Cover Memo

Department Director:				Department Director Signature:			
City Manager:	Darvin Williams			CM Signature:			
Commission Meeting Date:	01.11.2023		Item Type: (Enter X in box)	Resolution	Ordinance	Other	
					X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X					
			Public Hearing: (Enter X in box)	Yes	No	Yes	No
				X	X	X	
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes		No	
				X			
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communcation ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X						
Sponsor Name	Mayor Taylor		Department: City Commission				

Short Title:

An ordinance of the City Commission of the City of Opa-locka amending Article II, Division 2, Section 2-45 entitled "Agenda" to remove the section to include "Future Agenda Items" on the Regular City Commission Agenda.

Staff Summary:

The intent of Future Agenda Items was to allow staff adequate time to research and prepare agenda items. The City Commission would like to amend the legislation to remove Future Agenda Items due to the delay in presentation of legislation.

Upon approval, all requests for placement of legislation must be submitted to the City Manager for fiscal analyses no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled Commission Meeting. As the central repository of agenda items, the City Manager will forward the Agenda Cover Memo and supporting documents to the City Attorney no later than 5:00 p.m. on the Monday, nine (9) business days before the agenda it printed and disseminated.

Financial Impact- The City will incur no expense related to the proposed action.

Proposed Action:

Upon adoption of legislation staff will act accordingly to the legislation.

Attachment:

Ordinance No. 2020-12

1st Reading/Public Hearing: July 8, 2020
2nd Reading/Public Hearing: September 9, 2020
Adopted: September 9, 2020
Effective Date: September 9, 2020
Sponsored By: Commissioner Bass, Mayor Pigatt, Vice Mayor Davis

ORDINANCE NO. 2020-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45 ENTITLED "AGENDA" TO ALLOW FOR A PORTION OF EACH REGULAR CITY COMMISSION AGENDA TO INCLUDE "FUTURE AGENDA ITEMS"; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER, INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, Florida ("City Commission") desires to give the City Manager the best opportunity to utilize city staff resources by focusing on commission items that have a majority of City Commission's support before items are placed on a City Commission Agenda for a final vote; and

WHEREAS, the City Commission desires to amend Article II, Division 2, Section 2-45 of the City of Opa-Locka's Code of Ordinances to add "Future Agenda Item" to the Commission Agenda; and

WHEREAS, several cities have a portion of the regular City Commission agenda set aside for a discussion of "Future Agenda Items", which allows staff time to better prepare commission items following thoughtful discussion by the City Commission; and

WHEREAS, Future Agenda Items require a majority vote to discuss an item at the following commission meeting and provides city staff with more guidance in the preparation of commission items, thereby giving items a better opportunity for passage; and

WHEREAS, the City Commission finds that allowing a portion of each regular commission agenda to include "Future Agenda Items" is in the best interest of the City of Opa-Locka.

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

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

Section 2. Amending Article II, Division 2, Section 2-45 of the City of Opa-Locka's City's Code of Ordinances entitled "Agenda" to allow for a portion of each regular commission agenda to include "Future Agenda Items" and shall specifically read:

Sec. 2-45. - Agenda.

(a) There shall be an official agenda for every meeting of the city commissioners, which shall determine the order of business conducted at the meeting. The city commission shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda, unless permitted by four-fifths vote of the commission.

(b) The commission shall not take action upon any matter when it is first presented to the commissioners in a report or reports made by the city commissioners.

(c) The agenda shall be prepared by the city clerk in the following order or form:

(1) Call to order;

(2) Roll call;

(3) Invocation;

(4) Pledge of allegiance;

(5) Awards/proclamations/acknowledgements;

(6) Approval of consent agenda and pull list (deferrals and deletions);

If any city commissioner is desirous of discussion on any item appearing on the consent agenda, said item shall be pulled for discussion and placed under "action items" and an ensuing vote taken thereafter. After the official agenda has been closed, by the city clerk, no items shall be added to the consent agenda.

(7) Approval of agenda;

(8) Approval of minutes;

(9) District one/district two—County commissioner report;

(10) Public presentations of matters;

(Persons desiring to address the commission enter their name and subject matter on an agenda located at the lectern, prior to the start of the meeting;)

(11) Citizens' forum;

(12) Action items;

(13) The consent agenda;

(14) New items;

(15) Planning and zoning:

A. Hearings;

B. Appeals;

(16) Ordinances/resolutions/public hearing;

A. First reading;

B. Second reading/public hearing;

C. Resolutions;

(17) City manager's report;

(18) Official board reports;

(19) Future Agenda Items

(20) Mayor/commission reports;

((21) Official board appointments;

(22) Adjournment.

(d) Future Agenda Item. Unless otherwise set forth herein, city commissioners shall agree by majority vote on items to be placed on a commission agenda. Decisions regarding the placement of an agenda item shall be made by the commission no later than the meeting immediately preceding the placement of the item to be discussed and voted upon. A portion of each regular commission agenda shall be set aside for discussion of future agenda items to be considered by the city commission. The city administrator or designee and the city attorney may agenda an item for discussion and

vote, without commission consideration, if the item involves the regular business and administration for smooth operations of the city.

(de) The number of consent agenda items to be sponsored by each member of the city commission. Each member of the city commission shall be permitted to sponsor four (4) consent agenda items per commission meeting.

(ef) Preparation of agendas.

(1) All requests for placement of items on a city commission agenda by the mayor, commissioners, department heads and any other party must be submitted to the city manager for fiscal impact analyses, by no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled commission meeting;

(2) The city manager shall serve as a central repository of the items, prepare any financial impact statements and forward all requests for legislation to the city attorney no later than 5:00 p.m. on the Monday, nine (9) business days before the agenda is printed and disseminated:

(3) The city attorney shall prepare all legislative items; approve all items for legal sufficiency and submit the completed items to the clerk's office no later than 12:00 p.m. on the Monday, four (4) business days before the agenda is disseminated;

(4) All agenda requests shall be submitted in writing, explaining specifically the requested legislation and include all back-up materials;

(5) The clerk is required to time stamp any items not submitted electronically and shall not accept any items passed the deadline for inclusion on the upcoming agenda, but shall place untimely item on the next agenda;

(6) Emergency items must be submitted by noon on the Tuesday before the Commission meeting, but only if the requesting party certifies the item to be an emergency affecting life, health, property, or the financial stability of the city; and if the commission concurs at the meeting;

(7) These procedures shall supersede any prior legislation on this topic.

Section 3. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or

applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Conflict & Repealer.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. Inclusion in Code.

It is the intention of the City Commission of the City of Opa-Locka that the amendments contained of this Ordinance shall, at some time in the future, become and be made a part of City of Opa-Locka's Code of Ordinances 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.

Section 6. Effective Date.

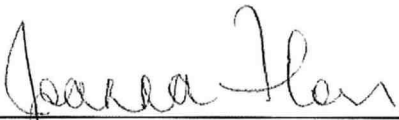
This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED AND ADOPTED this 9th day of September, 2020.



Matthew A. Pigatt, Mayor

ATTEST:


Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Bass

Seconded by: Vice Mayor Davis

<u>VOTE:</u>	5-0
Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES

1st Reading/Public Hearing: July 8, 2020
2nd Reading/Public Hearing: September 9, 2020
Adopted: September 9, 2020
Effective Date: September 9, 2020
Sponsored By: Commissioner Bass, Mayor Pigatt, Vice Mayor Davis

ORDINANCE NO. 2020-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45 ENTITLED "AGENDA" TO ALLOW FOR A PORTION OF EACH REGULAR CITY COMMISSION AGENDA TO INCLUDE "FUTURE AGENDA ITEMS"; PROVIDING FOR SEVERABILITY, CONFLICT AND REPEALER, INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, Florida ("City Commission") desires to give the City Manager the best opportunity to utilize city staff resources by focusing on commission items that have a majority of City Commission's support before items are placed on a City Commission Agenda for a final vote; and

WHEREAS, the City Commission desires to amend Article II, Division 2, Section 2-45 of the City of Opa-Locka's Code of Ordinances to add "Future Agenda Item" to the Commission Agenda; and

WHEREAS, several cities have a portion of the regular City Commission agenda set aside for a discussion of "Future Agenda Items", which allows staff time to better prepare commission items following thoughtful discussion by the City Commission; and

WHEREAS, Future Agenda Items require a majority vote to discuss an item at the following commission meeting and provides city staff with more guidance in the preparation of commission items, thereby giving items a better opportunity for passage; and

WHEREAS, the City Commission finds that allowing a portion of each regular commission agenda to include "Future Agenda Items" is in the best interest of the City of Opa-Locka.

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

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

Section 2. Amending Article II, Division 2, Section 2-45 of the City of Opa-Locka's City's Code of Ordinances entitled "Agenda" to allow for a portion of each regular commission agenda to include "Future Agenda Items" and shall specifically read:

Sec. 2-45. - Agenda.

(a) There shall be an official agenda for every meeting of the city commissioners, which shall determine the order of business conducted at the meeting. The city commission shall not take action upon any matter, proposal, or item of business which is not listed upon the official agenda, unless permitted by four-fifths vote of the commission.

(b) The commission shall not take action upon any matter when it is first presented to the commissioners in a report or reports made by the city commissioners.

(c) The agenda shall be prepared by the city clerk in the following order or form:

(1) Call to order;

(2) Roll call;

(3) Invocation;

(4) Pledge of allegiance;

(5) Awards/proclamations/acknowledgements;

(6) Approval of consent agenda and pull list (deferrals and deletions);

If any city commissioner is desirous of discussion on any item appearing on the consent agenda, said item shall be pulled for discussion and placed under "action items" and an ensuing vote taken thereafter. After the official agenda has been closed, by the city clerk, no items shall be added to the consent agenda.

(7) Approval of agenda;

(8) Approval of minutes;

(9) District one/district two – County commissioner report;

(10) Public presentations of matters;

(Persons desiring to address the commission enter their name and subject matter on an agenda located at the lectern, prior to the start of the meeting;)

(11) Citizens' forum;

(12) Action items;

(13) The consent agenda;

(14) New items;

(15) Planning and zoning;

A. Hearings;

B. Appeals;

(16) Ordinances/resolutions/public hearing;

A. First reading;

B. Second reading/public hearing;

C. Resolutions;

(17) City manager's report;

(18) Official board reports;

(19) Future Agenda Items

(20) Mayor/commission reports;

(210) Official board appointments;

(224) Adjournment.

(d) Future Agenda Item. Unless otherwise set forth herein, city commissioners shall agree by majority vote on items to be placed on a commission agenda. Decisions regarding the placement of an agenda item shall be made by the commission no later than the meeting immediately preceding the placement of the item to be discussed and voted upon. A portion of each regular commission agenda shall be set aside for discussion of future agenda items to be considered by the city commission. The city administrator or designee and the city attorney may agenda an item for discussion and

vote, without commission consideration, if the item involves the regular business and administration for smooth operations of the city.

(de) The number of consent agenda items to be sponsored by each member of the city commission. Each member of the city commission shall be permitted to sponsor four (4) consent agenda items per commission meeting.

(ef) Preparation of agendas.

(1) All requests for placement of items on a city commission agenda by the mayor, commissioners, department heads and any other party must be submitted to the city manager for fiscal impact analyses, by no later than 12:00 p.m. on the Monday, twelve (12) business days prior to the regularly scheduled commission meeting;

(2) The city manager shall serve as a central repository of the items, prepare any financial impact statements and forward all requests for legislation to the city attorney no later than 5:00 p.m. on the Monday, nine (9) business days before the agenda is printed and disseminated:

(3) The city attorney shall prepare all legislative items; approve all items for legal sufficiency and submit the completed items to the clerk's office no later than 12:00 p.m. on the Monday, four (4) business days before the agenda is disseminated;

(4) All agenda requests shall be submitted in writing, explaining specifically the requested legislation and include all back-up materials;

(5) The clerk is required to time stamp any items not submitted electronically and shall not accept any items passed the deadline for inclusion on the upcoming agenda, but shall place untimely item on the next agenda;

(6) Emergency items must be submitted by noon on the Tuesday before the Commission meeting, but only if the requesting party certifies the item to be an emergency affecting life, health, property, or the financial stability of the city; and if the commission concurs at the meeting;

(7) These procedures shall supersede any prior legislation on this topic.

Section 3. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or

applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Conflict & Repealer.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. Inclusion in Code.

It is the intention of the City Commission of the City of Opa-Locka that the amendments contained of this Ordinance shall, at some time in the future, become and be made a part of City of Opa-Locka's Code of Ordinances 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.

Section 6. Effective Date.

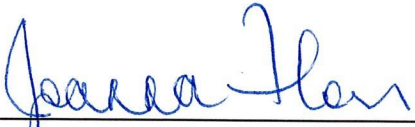
This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED AND ADOPTED this 9th day of September, 2020.



Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Commissioner Bass

Seconded by: Vice Mayor Davis

VOTE: 5-0

Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PIGGYBACKING THE SOURCEWELL COOPERATIVE PROGRAM AGREEMENT 101221-VTR WITH ENVIRONMENTAL PRODUCTS GROUP, INC. TO ACCEPT A FOUR-YEAR CAPITAL LEASE AGREEMENT FOR THE PURCHASE OF A VACTOR MODEL 2115I MOUNTED ON A NEW 2023 FREIGHTLINER MODEL 114SD TRUCK CHASSIS, IN THE AMOUNT OF FIVE HUNDRED TWENTY-FIVE THOUSAND THREE HUNDRED SIXTY DOLLARS AND NINETY-NINE CENTS (\$525,360.99), AT AN INTEREST RATE OF 5.69%; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 5, 2023, the City Commission approved Resolution 22-045 for the procurement of a new Vactor Truck (Vactor Model 2115i mounted on a 2023 Freightliner Model 114SD truck chassis) with the intent to lease and finance for a five-year term with an interest rate of 4.57% and annual payments of One Hundred Six Thousand Two Hundred Thirty-One Dollars and seventy-seven cents (\$106,231.77), where at the end of the lease term, the City assumes ownership of the vehicle; and

WHEREAS, no contract has been executed, and the Interim City Manager recommends financing the lease for a four-year period; and

WHEREAS, Staff conducted an analysis which demonstrated savings due to reduced interest payments from the shorter period. The interest rates used were provided by Republic First national Bank in July, 2022 when this project was first considered; and

WHEREAS, on January 22, 2024, Staff received an updated interest rate quote of 5.69% for a four-year lease, reflecting Federal Reserve rate increases over the past two years. A final quote is provided when delivery of the vehicle is imminent. Although a higher interest rate than originally provided, the Stormwater Operating Fund remains in very good financial condition and staff continues to recommend the four-year term option; and

WHEREAS, the total cost of the four-year lease to own plan is Five Hundred Twenty-Five Thousand Three Hundred Sixty Dollars and Ninety-Nine Cents (\$525,360.99), which includes four annual payments of One Hundred Thirty-One

Thousand One Hundred Dollars and Seventy-Two Cents (\$131.100.72), starting March 31, 2024 at an interest rate of 5.69%; and

WHEREAS, Sourcewell previously awarded a contract to Environmental Products Group, Inc., pursuant to its Request for Proposals (RFP) No. 101221 for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, for a four-year period commencing December 20, 2021 through November 29, 2025. The contract may be extended for a fifth year at Sourcewell's discretion; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback Sourcewell Cooperative Program Agreement 101221-VTR with Environmental Products Group, Inc. to accept a four-year capital lease agreement in the amount of Five Hundred Twenty-Five Thousand Three Hundred Sixty Dollars and Ninety-Nine Cents (\$525,360.99), which includes four annual payments of One Hundred Thirty-One Thousand One Hundred Dollars and Seventy-Two Cents (\$131.100.72), starting March 31, 2024 at an interest rate of 5.69%.

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

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 piggybacks the Sourcewell Cooperative Program Agreement 101221-VTR with Environmental Products Group, Inc. to accept a four-year capital lease agreement for the purchase of a new Vactor Model 2115i mounted on a new 2023 Freightliner Model 114SD truck chassis, in the amount of Five Hundred Twenty-Five Thousand Three Hundred Sixty Dollars and Ninety-Nine Cents (\$525,360.99), which includes four annual payments of One Hundred Thirty-One Thousand One Hundred Dollars and Seventy-Two Cents (\$131.100.72), starting March 31, 2024 at an interest rate of 5.69%.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney, without the need for public hearing, by

filing a corrected copy of same with the City Clerk.

SECTION 4. CONFLICT AND REPEALER.

Any provision of any City of Opa-Locka ordinance or regulation or resolution which is in conflict with the provisions of this Ordinance is repealed prospectively to the extent of such conflict.

SECTION 5. LIBERAL CONSTRUCTION.

The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

SECTION 6. SEVERABILITY.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, invalid or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect the applicability of this Ordinance to any other person, property or circumstances.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this _____ day of _____, 2024.

PASSED SECOND READING this _____ day of _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



**City of Opa-locka
Agenda Cover Memo**

Department Director:	Robert Anathan		Department Director Signature:		
City Manager:	Darvin Williams		CM Signature:		
Commission Meeting Date:	Mar 13, 2024		Item Type:	Resolution	Ordinance
			(Enter X in box)		X
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
	X				
			Public Hearing: (Enter X in box)	Yes	No
				X	
Funding Source: Account# :	(Enter Fund & Dept) See Attachments		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:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X	Enhance Organizational ☐		
			Bus. & Economic Dev ☐		
			Public Safety ☐		
			Quality of Education ☐		
			Qual. of Life & City Image ☐		
			Communication ☐		
Sponsor Name	City Manager		Department: City Manager's Office	City Manager	

Short Title:

Lease Financing – Vactor Truck

Staff Summary:

Issue/Recommendation: Resolution 22-045 authorized the procurement of a new Vactor Truck with lease financing with a five-year term. Staff recommends amending the lease financing to a four-year period and approving the lease quote.

History: On October 5, 2023, the City Commission authorized the procurement of a Vactor Model 2115i mounted on a 2023 Freightliner Model 114SD truck chassis. This procurement was to be financed with a five-year lease with an interest rate of 4.57% and annual payments of \$106,231.77. At the end of the lease term, the City assumes ownership of the vehicle.

Current Activity: Staff conducted an analysis which demonstrated savings due to reduced interest payments from the shorter period. The interest rates used were provided by Republic First national Bank in July, 2022 when this project was first considered. On January 22, 2024 staff received an updated interest rate quote of 5.69% for a four-year lease, reflecting Federal Reserve rate increases over the past two years. A final quote is provided when delivery of the vehicle is imminent. Although a higher interest rate than originally provided, the Stormwater Operating Fund remains in very good financial condition and staff continues to recommend the four-year term option.

Financial Impact: Four annual payments of \$131,100.72, starting April 30, 2024 will be charged to Stormwater Operating Fund Account 43-538648.

Proposed Action:

Staff recommends the City Commission approve the procurement of the Vactor truck with a four-year lease from Republic First National Bank with four annual payments of \$131,100.72 and an interest rate of 5.69%.

Attachment:

1. Republic First National Bank letter of January 22, 2024 providing a quote for procurement of a new Vactor Truck



KAREN BLEIER AFP/Getty Images File

A federal indictment says a Miami man used the mails to threaten the life of a federal judge.

An inmate (rape, murder) threatened to kill a Miami federal judge, indictment says

BY DAVID J. NEAL
dneal@miamiherald.com

Murder is among the reasons Miami's Marcus Pratt now lives in a Florida prison, and murder is what a federal court indictment says Pratt threatened a Miami federal judge with in letters sent last year.

The three letters, according to the indictment filed last week, were handwritten and signed by Pratt.

Pratt is charged with three counts of mailing threatening communications and three counts of influencing, impeding or retaliating against a federal judge. Each count carries a possible sentence of 10 years, although maximum sentences rarely are given.

Since 2010, the 38-year-old Pratt — aka Jamal Pratt, Marquis Pratt, Donovan Reed — has been in

Florida Department of Corrections custody at Okaloosa Correctional Institution in Crestview. In the 10 months after he finished an eight-month prison stint for grand theft, robbery and moving cocaine, Pratt sold cocaine too close to a school; kidnapped and raped someone; then committed second-degree murder.

He was sentenced on Feb. 15, 2010. Online corrections records put Pratt's scheduled release at June 17, 2033. Visitation for him has been suspended.

LETTERS FROM OKALOOSA JAIL?

The indictment didn't make clear what connection exists between Pratt and U.S. District Court Judge Kevin M. Moore. The target of the letters is named only by the initials "K.M.M." in the indictment.

Moore did his under-

graduate work at Florida State University before moving on to Fordham Law, where he graduated in 1976. He has been a federal judge since being nominated by President George H.W. Bush in 1992 and was chief judge from 2014 through 2021.

The indictment says the first letter, dated Aug. 2, 2023, was addressed to a "Chief Judge" at the federal courthouse said Pratt's "associates would 'kill' Moore. A Sept. 27 letter addressed to Moore, the indictment said, repeated the earlier threat to kill Moore and added whoever else happened to be home at the time. The Oct. 10 letter addressed to Moore, the indictment said, promised that Pratt's pals would kill Moore "very soon."

David J. Neal:
305-376-3559,
@DavidJNeal



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at the Regular Commission Meeting on **Wednesday, March 27, 2024 at 7:00 p.m.**, in the City Commission Chambers at the Opa-locka Municipal Complex, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING ORDINANCES / PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE II, DIVISION 2, SECTION 2-45 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ADD THE PLACEMENT OF "FUTURE AGENDA ITEMS" TO THE CITY COMMISSION AGENDA; REQUIRING A MAJORITY VOTE FOR PLACEMENT OF SAID ITEMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing was held on February 28, 2024).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE X.5 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES TO ESTABLISH THE CITY OF OPA-LOCKA'S HOUSING AND SOCIAL SERVICES DEPARTMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on February 28, 2024).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PIGGYBACKING THE SOURCEWELL COOPERATIVE PROGRAM AGREEMENT 101221-VTR WITH ENVIRONMENTAL PRODUCTS GROUP, INC. TO ACCEPT A FOUR-YEAR CAPITAL LEASE AGREEMENT FOR THE PURCHASE OF A VACTOR MODEL 2115I MOUNTED ON A NEW 2023 FREIGHTLINER MODEL 114SD TRUCK CHASSIS, IN THE AMOUNT OF FIVE HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED TWO DOLLARS AND EIGHTY-EIGHT CENTS (\$524,402.88), AT AN INTEREST RATE OF 5.69%; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION/PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DECLARING CERTAIN CITY PROPERTY, IDENTIFIED AS FOLIO NO. 08-2129-005-1621, AS SURPLUS PROPERTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

All interested persons are encouraged to participate and will be heard with respect to the public hearings.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, March 27, 2024.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

Joanna Flores, CMC
City Clerk
City of Opa-locka

ATTACHMENT 2 PAYMENT SCHEDULE

RE: Schedule of Equipment No. 01 between Republic First National Corporation as Lessor and City of Opa-Locka as Lessee dated as of February 5, 2024 to Master Equipment Lease Purchase Agreement dated as of February 5, 2024.

Lease Number: 0205XOPA

Cost of Equipment: \$479,002.13

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Early Termination Purchase Option
1	4/30/2024	\$132,059.82	\$6,495.41	\$125,564.41	Not Available
2	3/31/2025	\$131,100.39	\$18,888.97	\$112,211.42	\$244,749.63
3	3/31/2026	\$131,100.39	\$13,854.08	\$117,246.31	\$125,603.67
4	3/31/2027	\$131,100.39	\$7,120.40	\$123,979.99	\$0.00
Grand Totals		\$525,360.99	\$46,358.86	\$479,002.13	

The Early Termination Purchase Option assumes rental payments and other amounts due on and prior to that date have been paid.

LESSEE: City of Opa-Locka

By X

Title Darvin Williams, City Manager

Date X

January 22, 2024

To: Airia Austin
Vendor: Environmental Products Group
From: Angie Deming

Customer: City of Opa-Locka

Thanks for the opportunity to give you a quote on your latest project!

Equipment: One (1) New Vactor

Unit Cost: \$ 479,002.13
Down Payment: \$ 0.00
Net Financed: \$ 479,002.13
Frequency of Payments: Annual

Number of Payments: 4
Payments: \$ 131,100.72
Factor: 0.27370
APR: 5.69%

Delivery Date: February, 2024
First Lease Payment Due: March, 2024

- * This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- * This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- * Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely,
Republic First National Corporation

Angie Deming
angie@rfnonline.com

RESOLUTION NO. 24-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR FUTURE CITY COMMISSION CONSIDERATION OF THE SALE OF DECLARED CITY OWNED SURPLUS PROPERTY LOCATED ALONG THE SOUTH SIDE OF NW 128TH STREET BETWEEN NW 44TH AND NW 45TH AVENUES (KNOWN AS "WATER TANK PROPERTY"), WITHIN THE CITY AND IDENTIFIED BY THE FOLIO #08-2129-005-1621; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to issue a Request for Proposals ("RFP") for the sale of a city owned surplus property (known as "Water Tank" property) located along the south side of NW 128th Street between NW 44th and NW 45th Avenues, within the City; and

WHEREAS, the Interim City Manager has determined that it is in the public interest for the City of Opa-Locka to lease, sale or otherwise dispose of this potential surplus property in a manner to promote the best interests of the community; and

WHEREAS, through the RFP process, the City will consider the best offer from a qualified bidder /firm with financial capability to develop the property; and

WHEREAS, if approved by the City Commission, the property purchase shall be executed by the successful proposal and the negotiated upon terms and conditions outlined in a future agreement between the City and the successful proposer; and

WHEREAS, the City reserves the right to accept or reject all proposals submitted by the RFP; and

WHEREAS, there is no cost associated with this RFP other than the potential cost to advertise it in various publications; and

WHEREAS, the City Commission authorizes the Interim City Manager to issue an RFP"), attached hereto as Exhibit "A", for the sale of city owned surplus property (known as "Water Tank" property), located along the south side of NW 128th Street between NW 44th and NW 45th Avenues, within the City and identified by the following folio #08-2129-005-1621 and further authorizes spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed appropriate.

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

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby approves the issuance of a Request for Proposals (RFP), attached hereto as Exhibit "A", for future consideration of the sale of city owned surplus property (Water Tank site), located along the south side of NW 128th Street between NW 44th and NW 45th Avenues, within the City and identified by the folio #08-2129-005-1621 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 _____, 2024.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of Opa-locka **Agenda Cover Memo**

Department Director:	Gregory D. Gay		Department Director Signature:		
City Manager:	Darvin Williams		CM Signature		
Commission Meeting Date:	March 13, 2024		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading X	2nd Reading
		X	Public Hearing: <i>(Enter X in box)</i>	Yes X	No X
Funding Source: <i>Account# :</i> N/A	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes X	No
ILA Required: <i>(Enter X in box)</i>	Yes	No X	RFP/RFQ/Bid#: N/A		
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	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>	
Sponsor Name	Darvin Williams		Department: Planning & Community Development	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR THE DEVELOPMENT OF DECLARED CITY LAND FOLIO NO. 08-2129-005-1621 LOCATED AT 145XX NW 128TH STREET, TO ALLOW FOR THE SALE OF THE WATER TANK SITE AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

Staff Summary:

A Request For Proposal RFP No. 24-XXXX has been drafted as the City Of Opa-Locka is seeking a firm through a competitive solicitation (RFP) to enter into a long-term lease (99 Years) in accordance with Section 166.02 (1), Florida Statutes and Resolution 08-7317 which grants the City the authority to declare property that has become inadequate for public purpose as surplus. It is in the public interest for the City of Opa-Locka to lease, sale or otherwise dispose of this potential surplus property in a manner to promote the best interests of the community.

Through the RFP process, the City will consider the best offer from a qualified bidder/firm with financial capability to develop the property. If approved by the City Commission, the long-term lease shall be by the successful proposal and the negotiated terms and conditions outlined in an agreement between the City and the successful respondent/firm. The City reserves the right to accept or reject all proposals submitted by this RF

Financial Impact :There is no cost associated with this RFP other than the potential cost to advertise it in various publications. Advertising cost not to exceed \$3,000, will be charged to Non-Department Other Advertising G/L 19-515941

Proposed Action:

Staff recommends the City Commission authorizes the Interim City Manager to issue an RFP for the city land at 148XX NW 125th Street, "The Water Tank Site".

Attachment:

RFP

CITY OF OPA-LOCKA



REQUEST FOR PROPOSAL RFP NO. 24-TBA FOR SALE OF CITY OWNED PROPERTY

Table of Contents

- I. Proposal Guidelines
 - a. Advertisement
 - b. Proposal Submission
 - c. Calendar Events/Important Dates
- II. Nature of Services Required
 - a. Purpose
 - b. Scope of Work
 - c. Contents of Proposal
- III. General Requirements
 - a. Rules for Proposal
 - b. Submission Guidelines
 - c. References
- IV. Evaluation and Selection Process
 - a. Review of Proposals
 - b. Evaluation Criteria
- V. Attachments
 - a. PROPOSER QUALIFICATIONS
 - b. PRICE PROPOSAL FORM
 - c. CERTIFICATION REGARDING DEBARMENT
 - d. DRUG-FREE WORKPLACE
 - e. NON-COLLUSION AFFIDAVIT
 - f. NON-DISCRIMINATION AFFIDAVIT
 - g. E-VERIFY FORM



**RFP NO: 24-TBA
FOR THE SALE OF CITY OWNED PROPERTY**

The sealed proposal for Sale of City Owned Property for the City of Opa-locka will be received by the City's Clerk Office, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **TBA**, by 2:00 pm. Any RFP Package received after the designated closing time will be returned unopened. The City will accept proposals by mail; however, the contractor must submit the proposal by the due date. In addition, the proposal may be submitted [via www.demandstar.com](http://www.demandstar.com) (e-bid) by 2:00 pm.

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 Clerk, City of Opa-locka, Florida, and marked RFP for Sale of City Owned Property.

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 the contract to that proposer whose proposal best complies with the RFP NO: 24-TBA 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

RFP NO: 24-TBA
PART I
PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka seeks proposals for the Sale of City Owned Property. The City is soliciting bids on behalf of the City Manager's Office for the Sale of City Owned Property under the laws of the State of Florida. These services must be efficient and economical, adhere to industry standards and best practices, and utilize the latest nonproprietary technology. The Contract will be awarded to the highest ranked Proposer, as described in the Evaluation Procedures Section below.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is Proposer's responsibility to submit Proposer's 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 p.m. on TBA. The address to submit sealed proposals is listed below:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. TBA.**

This package shall also include the Proposer's return address. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the City and will not be returned to the Proposer.

The City cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline will not be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an original and six (6) copies (a total of 7) plus one copy on USB flash drive in PDF format of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The City may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re- advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager’s Office for all news releases or other publicity pertaining to this RFP or the service, study, or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers’ insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

- 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);
- 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);
- 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);
- The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
- Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services’ “Convicted Vendor List”. This list is defined as consisting

of persons and affiliates who are disqualified from public contracting and purchasing processes because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed service.

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	TBA	
Pre-Bid Meeting	TBA	
Written Questions Due	TBA @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFQ No: Bid Questions"	
Response to Questions	TBA @ 5:00pm	
Due Date/Bid Opening	TBA @ 2:00 pm	at: City of Opa-locka Clerk Office 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054 OR Electronic Bid on www.Demandstar.com
EVALUATION: Evaluation Committee Meeting (Open to the Public).	TBA	
Award Letter Recommendation	TBA	
Post Award	TBA	

PART II
NATURE OF SERVICE

I. INTRODUCTION

The City of Opa-locka is seeking competitive Request for Proposal (RFP) for the sale of a city owned property located along the south side of NW 128th Street between NW 44th and NW 45th Avenues in the City of Opa-Locka, Miami-Dade County, FL. The City will consider the highest price offer from a qualified bidder with the financial capability to acquire the property at the agreed-upon price. If approved by the City Commission, the sale shall be by the successful proposal and negotiated terms and conditions outlined in an agreement between the City and the successful respondent. The City reserves the right to accept or reject all proposals submitted by this RFP.

The City does not warrant or represent that any award will be made due to the issuance of this RFP, and anyone who responds to this RFP does so at its own risk and expense. This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information in the RFP is for guidance only, and each recipient is cautioned and advised to verify all the information contained herein independently.

THE PROPERTY'S SALE, AS PROVIDED FOR HEREIN, IS MADE ON A STRICTLY "AS IS" AND "WHERE IS" BASIS AS OF THE CLOSING DATE. SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, ANY IMPROVEMENTS LOCATED THEREON OR ANY SOIL CONDITIONS RELATED THERETO.

A. PROPERTY OVERVIEW

Industrial Land
45xx NW 128th Street (address not assigned)
Opa-Locka, FL 33054
Folio No. 08-2129-005-1621

The site consists of 14,929 square feet of land currently improved with a non-operational and abandoned cylindrical concrete structure that may have at one time served as a water treatment facility (Water Tank). The subject site is level and at grade, rectangular in shape, and is zoned I-3, Liberal Industrial District by the city of Opa-Locka.

The subject property has no public access to NW 128th Street as the adjoining north parcel has fenced the property and it is encroaching making the subject lot a land-locked parcel. The site has access via a 10' easement, from the site to the north.

PART III
PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFQ.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFQ as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms Proposers must compete and submit as part of its Proposal all of the following forms and/or documents.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV
EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review, and discuss all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the 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 which includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Categories	Points
Category 1. Experience & Qualifications: In the acquisition of public and privately owned properties (minimum of 5 years of experience).	20
Category 2. Financial Capability: The ability to meet the financial requirements of the proposal. Please provide a DUNS Financial Report.	50
Category 3. Reference: Three (3) required.	10
Category 4. Fee schedule: Cost of proposal	20
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this 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 of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFQ.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

PART V
ATTACHMENTS
PROPOSER QUALIFICATIONS

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

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

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

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

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

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

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

_____ years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



PRICE PROPOSAL FORM

PROPONENT understands and agrees that the Contract Price is the lump sum. The Respondent's price will not be adjusted unless the CITY changes the scope of the RFP after the Contract Date.

As such, the Respondent shall furnish all expenses necessary to provide a complete proposed price for the RFP.

LUMP SUM PRICE: \$ _____

SUBMITTED THIS _____ DAY OF _____ 2023.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit
Bid

Fax Number

Signature

Email Address

Title



CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

- 1.** The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:
 - A.** Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B.** Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C.** Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
- 2.** The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.
 - A.** "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
 - B.** The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - C.** A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.
 - D.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - E.** The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____



CITY OF OPA-LOCKA
DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)

_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature



**CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of _____ the PROPONENT that has submitted the attached proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

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 City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By:_____

Title:_____

Sworn and subscribed before this

____day of_____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires:_____

E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____